



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes.

Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us

(2) 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).

REGULAR MEETING March 28, 2023

(Unless otherwise specified by time, items scheduled for either the morning or afternoon sessions will be heard according to available time and presence of interested persons.)

Start Time

- 8:30 A.M.** 1) **Public Comment on Closed Session Item(s)**
Comments may be time-limited

CLOSED SESSION

- 2) **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: Bishop, Independence, and Lone Pine Landfills. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Greg James. Negotiating parties: Inyo County and Los Angeles Department of Water and Power. Under negotiation: price and terms of payment.
- 3) **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): two potential cases. Facts and circumstances of Case 2: Coso Geothermal failure to pay documentary transfer tax.

- 4) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

OPEN SESSION (With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 10 A.M.**
- 5) **Pledge of Allegiance**
 - 6) **Report on Closed Session as Required by Law**
 - 7) **Introductions** - The following new Health & Human Services employees will be introduced to the Board: Alyssa Alvarado, Office Clerk; Annette Barnes, Residential Caregiver; Julie Cepeda, Social Services Aide; Lyndsey Garrett, Management Analyst; Araceli T. Morales, HHS Specialist; Connor Oney, Cook; Taylor Richards, Social Worker.
 - 8) **Public Comment**
Comments may be time-limited
 - 9) **County Department Reports**

CONSENT AGENDA (Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

- 10) **Approval of Board of Supervisors Meeting Minutes**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Approve the minutes from the regular Board of Supervisors meeting of March 14, 2023.
- 11) **Clerk-Recorder eCommerce Software Acquisition Approval**
Clerk-Recorder | Danielle Sexton

Recommended Action: Authorize the addition of eCommerce software and services to the existing agreement with Tyler Technologies, to enter into agreement with AMS/CORE in connection with eCommerce processing of credit card payments, and future eCommerce related agreements within allowable purchasing requirements.

12) **Planning & Service Area (PSA) 16 Area Plan Update (APU)**

Health & Human Services - ESAAA | Marilyn Mann

Recommended Action: A) approve the Eastern Sierra Area Agency on Aging 2023-2024 Area Plan Update; B) set minimum percentages for the Supportive Services subcategory as recommended by the ESAAA Advisory Council at 50% for access category-transportation, 10% for legal services, and 5% for in-home services; and C) authorize the Chairperson and HHS Director to sign the required Transmittal Letter.

13) **Appointment of Planning Commissioners to Represent the First and Third Supervisorial Districts**

Planning Department | Cathreen Richards

Recommended Action: Reappoint Todd Vogel as the Third District Planning Commissioner and appointment Howard Lehwald as First District Planning Commissioner.

14) **Approval of Contract with Inyo Council for the Arts Grants in Support of Program**

Probation | Jeffrey Thomson

Recommended Action: Ratify and approve the contract between the County of Inyo and Inyo Council for the Arts of Bishop, CA for the provision of an after-school music and arts program for youth in an amount not to exceed \$45,360 for the period of July 1, 2022 through April 30, 2024, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

REGULAR AGENDA

10:15 A.M. 15) **Public Hearing and Adoption of Ordinance to Establish a \$1 Recording Fee Increase for Electronic Recording Delivery System (ERDS) Program**

Clerk-Recorder | Danielle Sexton

10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

- A) Hold a public hearing for public input on the proposed \$1 Recording Fee increase; and
- B) Approve Ordinance 1294, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California Imposing an Additional One Dollar (\$1) Fee for Each Instrument That is Recorded by the County to Pay the Direct Cost of Regulation and Oversight of Electronic Recording by the Attorney General," and authorize the Chairperson to sign.

- 16) **Change of Authorized Strength in the Assessor's Office**
County Administrator - Personnel | David Stottlemyre, Keri Oney
5 minutes (2.5min. Presentation / 2.5min. Discussion)

Recommended Action:

- A) Change the Authorized Strength in the Assessor's Office by adding either: one (1) Administrative and Assessment Analyst at Range 74 (\$5,649 - \$6,868), or one (1) Senior Administrative and Assessment Analyst at Range 78 (\$6,210 - \$7,545), depending on qualifications; and deleting one (1) Administrative Analyst III at Range 72 (\$5,387 - \$6,544);
- B) Approve the Administrative and Assessment Analyst/Senior Administrative and Assessment Analyst job description;
- C) Reclass the current Administrative Analyst III to an Administrative and Assessment Analyst Range 74, Step E, effective March 30, 2023; and
- D) Authorize, that upon certification by the State Board of Equalization, the incumbent will automatically move into the Senior position, the first full pay period following certification.

- 17) **Budget Amendment for Emergency Repairs on Whitney Portal Road and Lower Rock Creek Road**
Public Works | Michael Errante
2 minutes (1min. Presentation / 1min. Discussion)

Recommended Action: Amend the Fiscal Year 2022-2023 Road Budget 034600 as follows: increase appropriation in Construction in Progress Object Code 5700 by \$1,530,000 (*4/5ths vote required*).

- 18) **Inyo County 2022 General Plan Progress Report**
Planning Department | Cathreen Richards
5 minutes (2.5min. Presentation / 2.5min. Discussion)

Recommended Action: Receive a presentation from staff, provide comments, and direct staff to send the 2022 General Plan Progress Report to the State Housing and Community Development Department and the State Office of Planning and Research.

- 19) **Update on the Bishop Airport & Air Service**
Public Works - Airports | Ashley Helms
1 hour (30min. Presentation / 30min. Discussion)

Recommended Action: Receive presentation on Bishop Airport operations, planned capital improvements, and air service.

- 20) **Public Administrator/Public Guardian Salary Discussion**
County Administrator | Sue Dishion, Patricia Barton
35 minutes (15min. Presentation / 20min. Discussion)

Recommended Action: A) Receive presentation from staff regarding the County's compensation policy; B) at the request of the elected Public Administrator / Public Guardian (PA/PG), consider her request for an increase in compensation for her position; and C) provide any direction to staff.

ADDITIONAL PUBLIC COMMENT & REPORTS

- 21) **Public Comment**
Comments may be time-limited

- 22) **Board Member and Staff Reports**
Receive updates on recent or upcoming meetings and projects



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DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 28, 2023

Reference ID:
2023-3653

Approval of Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of March 14, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Draft March 14, 2023 Minutes

APPROVALS:

Darcy Ellis

Created/Initiated - 3/22/2023

Darcy Ellis

Final Approval - 3/22/2023

MINUTES



County of Inyo Board of Supervisors

March 14, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:32 a.m., on March 14, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present via webinar per the State of Emergency Declaration declared by the State of California: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, Assistant Clerk of the Board Darcy Ellis, and Office Technician Hayley Carter.

Public Comment The Chairperson asked for public comment related to Closed Session items, and no one requested to speak.

Remote Meeting/Addendum Moved by Supervisor Marcellin and seconded by Supervisor Kingsley to: Determine that (1) a state of emergency exists and (2) that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees. Motion carried unanimously.

Emergency Declaration Ratification/Reso. #2023-08 Emergency Services Manager Mikaela Torres presented Resolution 2023-08, noting that a correction would need to be made to reflect that Board members must review the emergency status every 60 days, instead of the 30 days written.

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve Resolution No. 2023-08, titled, "Proclaiming the Existence of a Local Emergency Resulting from 2023 Storms and Projected Spring Runoff Conditions," and authorize the Chairperson to sign. Motion carried unanimously.

Public Works – Emergency Contract Approval County Counsel Vallejo introduced the emergency item and explained the timeline of events leading to the need for it.

Moved by Supervisor Kingsley and seconded by Supervisor Griffiths, as authorized by Government Code section 54954.2(b)(1), to determine by a majority vote that an emergency situation exists requiring your Board to add this item to the agenda in order to take emergency action. In the alternative, as authorized by Government Code section 54954.2(b)(2), determine by a 2/3 vote (4 supervisors) that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted. Motion carried unanimously.

Public Works Assistant Director John Pinckney gave updates on damages and repairs that were done to various County roads effected by flooding.

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to authorize the County Administrative Officer to enter into an agreement with Spiess Construction in an amount greater than \$25,000 for emergency repairs on Whitney Portal Road and Lower Rock Creek Road, on a contract approved by County Counsel; and ratify the performance of any emergency work on these roads performed since the CAOs declaration of emergency on March 7, 2023. Motion carried unanimously.

Closed Session Chairperson Roeser recessed open session at 9:01 a.m. to convene in closed session at 9:20 a.m. with all Board members present to discuss the following item(s): No. 2 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County

Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson; and No. 3 **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): 1 potential case. Facts and circumstances: Coso Geothermal refusal to pay documentary transfer tax.

- Open Session* Chairperson Roeser recessed closed session and reconvened the meeting in open session at 9:58 a.m. with all Board members present.
- Pledge of Allegiance* Chairperson Roeser led the Pledge of Allegiance.
- Report on Closed Session* County Counsel Vallejo reported that no action was taken during closed session that is required to be reported.
- Public Comment* Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda.
- Public comment was made by Lauralynn Hundley.
- County Department Reports* Sheriff Stephanie Rennie gave a brief update on the state of emergency and explained that the Sheriff's Office is currently embedded with the Emergency Operating Center, with Sergeant Nate Derr working with Mono County, CalFire, the Office of Emergency Services, Caltrans, and the National Weather Service out of Reno and Las Vegas, as well as providing support to the Incident Management Team.
- Inyo County Sheriff Public Information Officer Carma Roper, who has been working with the Joint Operating Center (JIC), provided information on various issues being addressed including widespread flooding, road damages and closures, aqueduct breaches, evacuation warnings, and avalanche threats, and provided the public with resources available including the new "Ready Inyo" website.
- Regional Broadband Coordinator Scott Armstrong gave a short demonstration of a new feature on the FCC website and encouraged members of the public to access it via the broadband link on the County website to verify the accuracy of location of services.
- Clerk of the Board – Approval of Minutes* Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to approve the minutes of the regular Board of Supervisors meeting of March 7, 2023. Motion carried unanimously.
- District Attorney – Chief Investigator Step E Authorization* Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to authorize the E Step for newly hired Chief Investigator from Chief Investigator, Range 81SD Step D (\$9,290) to Range 81SD Step E (\$9,751), retroactive to hire date in Chief Investigator position. Motion carried 4-0-1, with Supervisor Orrill abstaining.
- HHS- Health/Prevention - Medi-Cal Inmate Program (MCIP) Participation Agreement* Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to approve Health and Human Services' participation in the Medi-Cal Inmate Program and authorize the HHS Director to sign the participation agreement effective July 1, 2023 through June 30, 2026, contingent upon approval of future budgets. Motion carried 4-0-1, with Supervisor Orrill abstaining.
- Public Works – Building & Maintenance Water Supervisor Step E* Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to authorize the filling of the vacant Building & Maintenance/Water Supervisor at a Step E. Motion carried 4-0-1, with Supervisor Orrill abstaining.
- Public Works –* Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to approve the closure of

<i>T&T Truck & Crane Service Encroachment Permit E22-54 Road Closure</i>	Highland Drive in Bishop, between the hours of 8:30 a.m. and 4:00 p.m. on Wednesday, April 19, 2023, for the purpose of Southern California Edison's use of a crane to replace utility poles. Motion carried 4-0-1, with Supervisor Orrill abstaining.
<i>CAO – Congressional Directed Spending Requests/Approval of Letters of Support</i>	Kristi More, with Inyo County’s federal legislative advocate firm The Ferguson Group, provided a report on federal earmark requests. Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to approve County letters of support to Senator Padilla, Senator Feinstein, and Representative Kiley requesting assistance in securing funding for County priority projects in the 2024 appropriations process. Motion carried unanimously.
<i>Public Works – U.S. Cycling Events, LLC Whiskey Tango Fondo Event</i>	<p>Public Works John Pinkney introduced the proposed event and Ryan Moore of U.S. Cycling Events, LLC Whiskey Tango Fondo.</p> <p>Chairperson Roeser asked if there was any public comment for this item and comment was given by Lauralyn Hundley.</p> <p>Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to approve the use of the Independence Inyo County Courthouse grounds, on Saturday, April 29, 2023, for U.S. Cycling Events, LLC Whiskey Tango Fondo, non-competitive, rules-of-the-road, gravel cycling event festivities. Motion carried unanimously.</p>
<i>CAO – State of Emergency Medical Services (EMS) Update</i>	<p>CAO Greenberg updated the Board on the current status of emergency medical services, with emphasis on the greater Bishop area, and noted that Health and Human Services, Bishop City Council and the Rural Fire District are working together to find short- and long-term solutions.</p> <p>Greenberg said HHS Director Marilyn Mann and Assistant Director Anna Scott worked hard to get a Request for Proposal released last week and the County is seeking parties to provide short-term services and avoid a gap in EMS coverage.</p> <p>Although hopeful that there will not be a gap, Greenberg mentioned that mutual aid support through Southern California could be an option if things are not resolved by April 23, when Symons Ambulance ceases operations. Greenberg said that it could take 18 months to offer the contract in concert with Inland Counties Emergency Management Agency and state regulations.</p> <p>Greenberg said that the long-term goal is to obtain an effective Countywide EMS and is hoping that the awarded interim provider will become the permanent provider later.</p> <p>Public comment was given by Emily Simms.</p>
<i>Recess/Reconvene</i>	Chairperson Roeser recessed the meeting for a break at 11:40 a.m. and reconvened the meeting at 11:56 a.m. with all Board members present.
<i>CAO – Spring Weather Event Response Efforts</i>	CAO Greenberg gave a briefing on the spring weather event timeline. The following County staff members provided the public with updates and additional information: Emergency Services Manager Mikaela Torres, Sergeant Nate Derr with the Inyo County Sheriff’s Office, Public Works Director Mike Errante, Public Works Deputy Director-Roads Shannon Platt, and HHS Director Marilyn Mann.
<i>CAO-Emergency Services – Avalanche Weather Forecasting Presentation</i>	The Board received a presentation from the County’s contracted avalanche forecaster, Sue Burak.
<i>Public Comment</i>	Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda and there was no one wishing to speak.

Board Member & Staff Reports

Supervisor Marcellin said he attended a virtual California State Association of Counties training, met with the Tribal Assistant Administrator, and toured potential flood areas in his district.

Supervisor Orrill said she heard constituent concerns and attended the virtual California State Association of Counties training.

Supervisor Kingsley said he attended the Amargosa Summit meeting in Shoshone, the Rural County Representatives of California board meeting, met with Parks Service employees, and spoke with constituents about problems with storms.

Supervisor Griffiths reported attending the Bishop City Council meeting.

CAO Greenberg said that he and Representative Kiley met with Public Works Director Mike Errante and Public Works Deputy Director-Airports Ashley Helms at the Bishop airport and had him join a briefing with the Incident Management Team. He also reported meeting with representatives from the Fort Independence tribe.

Supervisor Roeser attended the meetings with Representative Kiley at the airport as well as the Emergency Operations Center, met with local agriculture producers, faith leaders, and constituents at the Kiley Town Hall meeting, a California Advisory Committee meeting, and met with representatives from the Fort Independence tribe.

County Counsel Vallejo said he will be checking with Personnel on road crews' working restrictions during a declared emergency and thanked employees who have been responding to the impacts of the recent storms.

Adjournment

The meeting was adjourned at 1:34 p.m. to 8:30 a.m. Tuesday, March 21, 2023, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

Attest: *NATE GREENBERG*
Clerk of the Board

by: _____
Darcy Ellis, Assistant



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 28, 2023

Reference ID:
2023-3595

Clerk-Recorder eCommerce Software Acquisition Approval Clerk-Recorder ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Sexton, Clerk/Recorder

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

Authorize the addition of eCommerce software and services to the existing agreement with Tyler Technologies, to enter into agreement with AMS/CORE in connection with eCommerce processing of credit card payments, and future eCommerce related agreements within allowable purchasing requirements.

BACKGROUND / SUMMARY / JUSTIFICATION:

The eCommerce platform provided by Tyler Technologies will allow the Clerk-Recorder & Elections office to enhance over-the-counter credit card payments and be able to offer revenue-generating services through our online web service. The benefits of establishing this service will provide convenience & accessibility throughout our widespread county & reduce unnecessary travel. Allowing the public to pay via their preferred payment method goes a long way toward improving satisfaction and transactional ease.

Partnering with AMS/CORE, our recording software's preferred merchant provider, comes with many benefits and no recurring cost to Inyo County. All configuration and integration with records management, including setting up administrator workstation, merchant accounts and file-drop director, testing, training, and live assistance are provided at no cost. AMS/CORE is a PCI DSS 3.2.1 level 1 service provider with data security through state-of-the-art E2E (end to end) encryption.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	023401
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Expenditure & Ongoing Expenditure		
Current Fiscal Year Impact			
\$6,197.00			
Future Fiscal Year Impacts			
\$1,997.00			

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board can choose not to approve the agreements to be signed which will result in not allowing online payments to be made for most of our services and not enhancing our over-the-counter credit card payment processing.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Inyo County - eCommerce Agreement
2. Merchant Processing Agreement

APPROVALS:

Danielle Sexton	Created/Initiated - 3/7/2023
Darcy Ellis	Approved - 3/7/2023
Danielle Sexton	Approved - 3/15/2023
John Vallejo	Approved - 3/16/2023
Amy Shepherd	Approved - 3/21/2023
Nate Greenberg	Approved - 3/23/2023
Alisha McMurtrie	Final Approval - 3/23/2023



Quoted By: Erin Walker
 Quote Expiration: 6/1/23
 Quote Name: Inyo County - eCommerce

Sales Quotation For:

Inyo County
 168 N Edwards St
 Independence, CA
 Phone: +1 (760) 878-0366

Tyler Software

Description	# of Years	Annual Fee
Records Management Software Ecommerce		
TOTAL	5	\$ 1,997

Professional Services

Description	Extended Price	Maintenance
Records Management - Professional Services		
Total Hours	28	
TOTAL	\$ 4,200	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 1,997
Total Tyler Services	\$ 4,200	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 4,200	\$ 1,997
Contract Total	\$ 6,197	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;

- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

eCommerce - Over the Counter

Integration with Eagle Recorder assumes Inyo County has established agreements with Tyler's credit card partner BridgePay, and AMS - merchant provider.

Tyler will provide remote services for eCommerce in Inyo County as follows:

OTC Transactions - Scope of Work

- 1) Configuration of PayGuardian (BridgePay's portal)
- 2) Integration with Records Management, including setting up administrator workstation, merchant accounts and file-drop directory
- 3) Testing (done remotely and with client interaction)
- 4) Training (remote)
- 5) Go-Live assistance (remote)

eCommerce - Web Transactions

Tyler will provide remote services for eCommerce in Inyo County as follows:

Web Transactions - Scope of Work

- 1) Configuration of PayGuardian (BridgePay's portal)
- 2) Integration with Records Management, including setting up administrator workstation, merchant accounts and file-drop directory
- 3) Testing (done remotely and with client interaction)
- 4) Training (remote)
- 5) Go-Live assistance (remote)

**Please note: Inyo County has configured setup within their Self Service instance. Please connect with Marcia Burbidge for details on this project.*



**MERCHANT PROCESSING AGREEMENT
APPLICATION AND FEE SCHEDULE**

A Registered Service Provider of Merrick Bank Corporation ("Merrick")

PRINT CLEARLY

ASSOCIATE:	ACCOUNT REP: Nancy Murphy 1030	DATE:
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Corporate/ Legal Name: County of Inyo		Federal Tax ID Number: 95-6005445	
Address (Physical Location): 168 N Edwards Street		Mailing Address: PO Drawer F	
City: Independence	State: CA	Zip: 93526	
City: Independence	State: CA	Zip: 93526	
Business Phone #: (760) 878-0224	Fax #: (760) 878-1805	Website Address: https://www.inyocounty.us/services/clerk-recorder	

TYPE OF BUSINESS: Government	CHAIN MERCHANT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NUMBER OF YEARS IN BUSINESS: 20+ Years	BUSINESS LICENSE #: _____

CURRENT PROCESSOR: _____	POS DEBIT: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	NETWORK: _____
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(Z) Star MAC (W) Star East (Q) Star West (G) Interlink (8) Maestro (K) EBT

TRADE REFERENCES:			
Company: _____	Contact: _____	Phone: _____	Fax: _____
Company: _____	Contact: _____	Phone: _____	Fax: _____

Authorized Signer (First): Danielle Sexton	MI: _____	Last: _____	Title: County Clerk-Recorder	Phone Number: (760) 878-0220	Email Address: dsexton@inyocounty.us
Alternate (First): _____	MI: _____	Last: _____	Title: _____	Phone Number: _____	Email Address: _____
Alternate (First): _____	MI: _____	Last: _____	Title: _____	Phone Number: _____	Email Address: _____

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we may ask you for information that will allow us to identify you, including a copy of your driver's license or other identifying documents.

By checking this box, Merchant opts out of accepting American Express.

THE MERCHANT PROCESSING AGREEMENT IS EFFECTIVE UPON THE SIGNING BY MERCHANT AND AUTOMATED MERCHANT SYSTEMS, LLC	
Merrick Bank Corporation	Automated Merchant Systems, LLC
By: _____	By: _____
135 Crossways Drive North, Suite A Woodbury, NY 11797	1071 S Sun Drive, Suite 2001 Lake Mary, FL 32746 407-331-5465
Date	Date

The Government and Education Fee Schedule

You understand and acknowledge that you have elected to participate in the Government and Education Program provided by the Payment Brands (the "Program"). The Program allows registered and approved merchants (approved Merchant IDs or MIDs) to assess a variable service fee (a "Service Fee") on certain debit and credit card transactions. Registration and participation in the Program are subject to approval by the applicable Payment Brands and you acknowledge that you may not be eligible to participate in the Program. If registration and Payment Brand approval is obtained, you agree to comply with all Program requirements. ISO may terminate, amend, modify or otherwise alter this Agreement, the Program, or the structure, nature or amount of the Service Fee at any time with written notice to you. You authorize and direct Member Bank to settle the proceeds received for Service Fees into the ISO's bank account. In the event that you receive any portion of the Service Fees, you agree to promptly pay such amounts to ISO. **Service Fees collected by ISO are identified in the AMS – Merrick Location Addendum form, will be retained by ISO and you will not be responsible for the payment of any interchange fees, assessments and other third-party charges charged to, directly or indirectly incurred or otherwise paid by, ISO and/or Member Bank which are attributable to your Card transactions other than Penalties (collectively, "Third-Party Costs") with the exception of the fees listed below ("Fees").** Nothing in this Section shall be deemed to alleviate or reduce any of your other obligations under the Agreement, including, but not limited to, your responsibilities with regard to Penalties and Dispute Items and your obligation to pay the Early Termination Fee (as defined in this Agreement), if applicable, pursuant to Section 10 of the Payment Processing Agreement.

Chargebacks, ACH Returns and Optional Reporting Item Costs

Chargebacks	ACH Rejects	Optional Reporting Fee
\$ 15.00	\$ 30.00	\$ 8.00

Early Termination Fee See Section 10.

In the event a customer disputes, refuses to pay and/or charges back the Service Fee amount to ISO, Merchant is responsible for collecting and paying the Service Fee and the Chargeback Fee to ISO.

ACH Processing Fees for Service Fee Merchant Accounts

Setup Fee	Monthly Access Fee	Transaction Fee	Transaction Return Fee	Transaction Re-deposit Fee
\$ 0.00	\$ 0.00	\$ 1.50	\$ 5.00	\$ N/A

The Transaction Return Fee and Optional Transaction Redeposit Fee is paid by the Merchant.

Merchant:	<u>County of Inyo</u>
Signature of Authorized Signer	Date
Print Name	Title

MERCHANT SIGNATURE AUTHORIZATION

Name of Entity: County of Inyo

The undersigned certifies and agrees to as follows:

1. The undersigned and any of the persons identified below are duly authorized to sign this Merchant Processing Agreement and bind the entity indicated above to it. If any official indicated below resigns or is replaced, that official's successor(s) in office shall be deemed to have signed this certification and the Merchant Processing Agreement. These persons also have the authority to perform the duties and functions defined in 2, 3 and 4 below.

TITLE	PRINT NAME	SIGNATURE
County Clerk Recorder	Danielle Sexton	

2. The persons listed below are duly authorized to act for and on behalf of the entity indicated above in any manner relating to this Merchant Processing Agreement and any additional merchant location forms.
3. Both AMS and Merrick Bank may rely on the authority granted in this certification and the undersigned official represents and warrants that this certification shall remain in full force and effect until revoked upon written notice to AMS.
4. The following are the names, titles and genuine signatures of the persons authorized by this certification to perform ongoing organizational processes and updates:

TITLE	PRINT NAME	SIGNATURE
Assistant Clerk Recorder	Caroline Nott	

I have subscribed my name as the official indicated above as of _____, _____ (date)

Signature: _____ **Print Name:** _____

Title: _____

MERCHANT INQUIRY:

Has Merchant or Owners/Principals ever been terminated from accepting payment cards from any payment network for this business or any other businesses?

NO YES (if yes, please explain) _____

How Many Chargebacks Last Year? _____ **Total Amount: \$** _____

Please Mark all Card Types Accepted and Initial Here: _____ (initials)

Debit Cards: V/MC (consumer signature cards/ all foreign issued cards/ PIN debit cards)

*For Details on how these transactions qualify at each level, please refer to your Merchant Operating Guide.

Other Cards: V/MC/DISC/AMEX (business credit/debit, consumer credit, & all foreign issued cards)

This is a Payment Processing Agreement entered into as of the date accepted by ISO (defined below) and is by and among Merrick Bank, a Utah state chartered bank ("Member Bank"), Automated Merchant Systems, LLC ("AMS") and the governmental entity ("Merchant", "you", "your", "yours" and the like) that signed the attached application included with this Agreement (the "Application"). The term "Agreement", as used herein, shall include the Application, the fee schedule included with this Agreement, as applicable, (the "Fee Schedule"), the terms and conditions set forth below, and all attachments, exhibits, schedules and the like included herewith.

BACKGROUND INFORMATION

Member Bank is a member/acquirer of Visa U.S.A. Incorporated ("Visa"), Mastercard International ("Mastercard"), DFS Services, LLC ("Discover"), is authorized to process and settle certain transactions originated on the American Express Travel Related Services Company, Inc. ("American Express") payment network and is authorized to process Card transactions for such financial institutions and various other payment brands, payment networks and Card issuers (each a "Payment Brand"). For purposes of this Agreement, "Card" means an account, or evidence of an account, authorized and established by a Payment Brand or representatives thereof that merchants accept from their customers as payment for goods or services. Cards include, but are not limited to, credit cards, debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts. Member Bank and AMS have entered into an agreement whereby AMS acts as Member Bank's service provider and provides certain services to you through various third-party service providers (AMS and such third-party service providers shall hereinafter collectively be referred to as "ISO"). You desire to accept one or more types of Cards issued by a Payment Brand. Member Bank and ISO agree to provide services in accordance with the terms and conditions set forth below. Accordingly, the parties to this Agreement, intending to be legally bound, agree as follows:

OPERATIVE PROVISIONS

1. Services. Member Bank and ISO agree to provide you, at your U.S. locations identified in the Application (as defined below), transaction gateway, processing and/or settlement services (the "Services") in accordance with the terms and conditions of this Agreement. You agree to use Member Bank to sponsor, clear and settle all of your Card transactions. You will be responsible for the installation, servicing and maintenance of the point-of-sale devices and related equipment at your facilities and will likewise be responsible for the connection of those devices to the Services in compliance with ISO's requirements. ISO hereby grants to you a limited, non-exclusive, non-transferable, revocable, royalty free right, during the Term, to use the Services, subject to the restrictions herein and any other restrictions communicated by ISO to you, solely for your internal use. ISO and its suppliers shall retain title and all ownership rights to the Services and this Agreement shall not be construed in any manner as transferring any rights of ownership or license to the Services or to the features or information therein, except as specifically stated herein. ISO is providing you with information concerning the technical requirements for allowing the Services to send and receive electronic transaction data for authorization and/or settlement from and to ISO. To utilize the Services, you must: (i) provide for your own access to the internet and pay any fees associated with such access, and (ii) provide all equipment necessary for you to make such connection to the internet, including a computer, modem and web browser. If you elect to receive transaction gateway services or certain other services from ISO, you may receive a password when registering for such services. Upon approval, that password will allow you access to those Services. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify ISO of any unauthorized use of your password or account or any other breach of security. You shall not: (A) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Services; (B) circumvent any technological measure that controls access to the Services; or (C) use the Services other than pursuant to the terms of this Agreement.

2. Payment Brand Regulations. All Card transactions and this Agreement are subject to, and the parties agree to be bound by, applicable Payment Brand operating rules and regulations ("Payment Brand Regulations"). The Payment Brand Regulations include the Payment Card Industry Data Security Standard, the Consortium Merchant Negative File published by Discover, Discover Information Security Compliance, Visa Cardholder Information Security Program, Mastercard's Site Data Protection Program, and the American Express Data Security Requirements, as may be amended, supplemented or replaced from time to time. A copy of the American Express Data Security Requirements ("DSR") can be obtained online at www.americanexpress.com/dsr. Merchant shall abide by and fully comply with the Payment Brand Regulations, DSS, CISP, SDP, DSR, and any other security requirements. You are responsible for demonstrating your own, your agents, and your servicers' compliance with Payment Brand Regulations as they may be amended from time to time. ISO is not responsible for providing copies of the Payment Brand Regulations to you and makes no representations or warranties regarding the accuracy of any summaries of Payment Brand Regulations it may provide. Most Payment Brand Regulations are available online, and ISO will provide you with specific website information upon request. You will comply with all state and federal laws and Payment Brand Regulations, including without limitation laws, rules and regulations regarding disclosure to customers on how and why personal information and financial information is collected and used. Furthermore, you shall comply with all of ISO's policies, procedures and guidelines governing the Services provided hereunder, as may be amended from time to time. You agree not to use, disclose, sell or disseminate any cardholder or card member (as used in and defined by the applicable Payment Brand Regulations, collectively, "Cardholder") information obtained in a Card transaction to any third-party other than to, or authorized by, ISO. You agree not to store any Cardholder information obtained in a Card transaction unless specifically permitted to do so under applicable Payment Brand Regulations. You agree that ISO shall not be liable for any improperly processed transaction or third-party, illegal or fraudulent access to your account, your IDs and passwords, end-user data or transaction data. ISO is not liable for your non-compliance or any costs of such non-compliance with any Payment Brand Regulation. If there is a conflict between this Agreement and the Payment Brand Regulations, the Payment Brand Regulations will apply. You will pay ISO and Member Bank immediately for all fines, charges, penalties, assessments and all other costs, expenses and indebtedness levied by any Payment Brand, Card issuer, regulatory authority or other third-party that are assessed against, likely to be assessed against, charged to, likely to be charged to, incurred by (directly or indirectly) or otherwise paid by, ISO and/or Member Bank to the extent that such Penalties are attributable to, arise out of, or are related to your (i) Card transaction processing or business, or (ii) your breach or alleged breach of this Section (collectively, "Penalties"). You are solely responsible for the security of data residing on the servers owned, controlled or operated by you or a third-party designated by you (e.g., a web hosting company or other service provider). You warrant that your servers and electronic systems are secure from breach or intrusion by unauthorized third-parties and will hold ISO harmless for a breach of your systems. If there is a security breach of your system and/or access to end-user data or transaction data by an unauthorized third-party, you shall immediately notify ISO upon discovery of such breach and shall take such precautions as may be necessary to prevent such breaches from occurring in the future, as required by ISO. You agree that ISO may disclose to any Payment Brand information regarding you and your transactions, and that such Payment Brand may use such information to perform its responsibilities in connection with its duties as a Payment Brand, promote the Payment Brand, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of the Payment Brand Regulations. A Payment Brand may use the information about you obtained in this Agreement at the time of setup to screen and/or monitor you in connection with Payment Brand marketing and administrative purposes. You agree that you may receive messages from a Payment Brand, including important information about Payment Brand products, services, and resources available to your business. These messages may be sent to your mailing address, phone numbers, email addresses or fax number. You may be contacted at your wireless telephone number and communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls.

3. Fees. The fees to be charged by Member Bank or ISO to you or your customers for the Services provided to Program Locations are set forth in the Application and Fee Schedule (collectively, the "Fees"). ISO may change such Fees from time to time upon ten (10) days prior written notice to you. The Fees do not include, and you hereby agree to pay, all (i) Penalties, (ii) third-party fees and charges incurred by ISO and/or Member Bank which are attributable to your Card transactions other than Penalties (collectively, "Third-Party Costs"), for which you are responsible hereunder, and (iii) chargebacks of Card transactions, refunds and related interchange fees and assessments (collectively, "Dispute Items"). Interchange fees and assessments charged hereunder will not be credited back to you if a transaction is subsequently reversed or otherwise processed as a credit or chargeback. Third-Party Costs for a given Card transaction depends on a number of factors such as the type of Card presented, specific information contained in the Card transaction, how and when the Card transaction is processed and other factors. Payment Brands and other third-parties regularly add new Third-Party Costs, change the rates for existing Third-Party Costs, or change the qualification criteria for existing Third-Party Costs. Changes in the way you accept and process Card Transactions, the volume of your Card Transactions, the products and services you provide, and numerous other factors may affect Third-Party Costs.

4. Card Transactions. In addition to the requirements for Card transactions set forth in the Payment Brand Regulations, you agree that you will not, unless authorized to do so under the Payment Brand Regulations, (a) deposit into any bank account owned or controlled by you ("Account(s)") any sales or credits for any Card transaction between a Cardholder and an entity other than you; or (b) make a cash disbursement to a Cardholder arising out of a Card transaction or any other use of a Card, or use your personal Card(s) to process transactions using your merchant account with ISO that would constitute a cash advance.

5. Your Bank Account

- You shall establish, and at all times during the Term, maintain one or more Accounts with one or more banks in order to facilitate payment of amounts due from time to time under this Agreement, for which you are responsible hereunder, which banks and Accounts shall be identified in the Application. To secure the extension of credit and your obligations under this Agreement including, without limitation, your obligation to pay, to the extent applicable, Fees, Third-Party Costs, Dispute Items and/or Penalties, you grant to Member Bank and ISO a security interest in your deposited sales and all funds maintained in the Account(s).
- All credits, charges and debits in connection with Card transactions and other amounts owing under this Agreement shall be made to your Account. You authorize Member Bank, without further notice to you, to credit or debit the Account(s). Any Fees, Third-Party Costs, Dispute Items and/or Penalties payable by you pursuant to the terms and conditions of this Agreement not collected by Member Bank or ISO through a debit to the Account, for whatever reason, shall be invoiced to you by Member Bank or ISO and are due upon your receipt of such invoice.
- If you have more than one deposit account with your banks, any or all of such accounts may be treated as the Account and may be credited, charged or debited in connection with Card transactions and other amounts owing under this Agreement as Member Bank or ISO may determine; provided, that you may designate a particular Account with respect to certain amounts to be credited, charged or debited from time to time by Member Bank in connection with particular Card transactions. Member Bank agrees to comply with such designation so long as the designated Account(s) contain sufficient funds to satisfy such charges or debits.
- If a debit or chargeback to the Account results in an overdraft, you agree to immediately deposit with your bank an amount sufficient to cover such overdraft and any related service charges or fees.
- If you desire to change the Account, you shall notify ISO in writing at least ten (10) days prior to the effective date of the change and shall follow ISO's procedures for completing the change.

6. Display of Service Marks, Advertising and Promotional Materials

- You shall prominently display any service marks, identification logos and any other promotional materials (collectively, the "Service Marks") the ISO furnishes to you to alert Cardholders that Cards will be honored by you. This requirement shall not apply to private clubs or other merchants that do not serve the general public or other class of merchants exempted by a Payment Brand. The Service Marks for each Payment Brand must be at least the dimension of and as prominent as any other card program mark or logo displayed.
- You may use the Service Marks only to indicate that Cards are accepted by you for payment. You shall not state, imply or use the Service Marks to indicate that ISO or any Payment Brand endorses, sponsors, produces, offers, sells or is affiliated with any of your goods or services.
- You shall not refer to ISO or any Card or Payment Brand in stating eligibility for your merchandise, services or membership.
- Your use of the Service Marks of any Payment Brand shall be governed by the Payment Brand's Regulations.
- Your right to use or display the Service Marks shall continue so long as this Agreement remains in effect unless ISO directs that such use or display shall cease. You acknowledge that the Service Marks are the property of the applicable Payment Brand and you shall not infringe upon the Service Marks.
- All point of sale displays or websites must include appropriate Service Marks to indicate acceptance of Cards or Payment Brand approved signage to indicate acceptance of the limited acceptance category you have selected.

7. Term. This Agreement will be effective as of the date it is accepted by Member Bank and ISO and will continue in effect for a term of three (3) years following such date (the "Initial Term"), unless earlier terminated as provided for below. Following the Initial Term, this Agreement will automatically renew for additional one year renewal terms (each, a "Renewal Term" and collectively with the Initial Term, the "Term"), unless earlier terminated as provided for below. If either party desires not to renew the Agreement at the end of the Term, such party must provide written notice to the other parties of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Term or Term, as applicable. Notwithstanding the forgoing, Member Bank may terminate this Agreement for any or no reason with 30 days' notice to you.

8. Events of Default. An "Event of Default" shall mean the occurrence or existence of one or more of the following events or conditions, whatever the reason for such Event of Default and whether voluntary, involuntary or effected by operation of law: (a) you fail to pay any obligation under this Agreement to Member Bank or ISO when due; (b) any representation or warranty made by you under this Agreement, the Application or any financial statement, certificate, report, exhibit or document required to be furnished by you to Member Bank or ISO pursuant to this Agreement shall prove false or misleading in any material respect as of the time when made, including any omission of material information necessary to make such representation, warranty or statement not misleading or the failure to provide required information; (c) you shall default in the performance or observance of any covenant, agreement or duty under this Agreement or any Payment Brand Regulation; (d) you are no longer allowed by a Payment Brand to accept such Payment Brand's Cards as payment or your name appears on a Payment Brand's terminated merchant file; (e) Member Bank or ISO reasonably conclude that any criminal, fraudulent, unauthorized or suspicious activity has occurred or is imminent with respect to your acceptance of Cards or your performance under this Agreement; (f) there is an unexplained material change in your processed volume, average ticket size or mode of sale;

(g) Member Bank or ISO reasonably conclude that there exists a risk of an abnormal level of chargebacks or that you may not fund Fees, Third-Party Costs for which you are responsible hereunder, Dispute Items, or Penalties as they occur; (h) you have defaulted on any obligation for borrowed money and the effect thereof may permit the holder of such indebtedness to accelerate the time when repayment is due; (i) there is an adverse material change in your business, operations, financial condition, properties, assets or prospects; (j) one or more judgments against you for the payment of money remain undischarged, unsatisfied or unstayed for a period of forty five (45) consecutive days; (k) your lender takes possession of your inventory; (l) a writ or warrant of attachment, garnishment, execution, or similar process shall have been issued against you or any of your assets; (m) a proceeding shall have been instituted with respect to you (1) seeking an order for relief or a declaration entailing a finding that you are insolvent or seeking a similar declaration or finding, or seeking dissolution, winding up, charter revocation or forfeiture, liquidation, reorganization, arrangement, adjustment, composition or other similar relief with respect to you, your assets or your debts under any law relating to bankruptcy, insolvency, relief of debtors or protection of creditors, termination of legal entities or any other similar law now or hereafter in effect, or (2) seeking appointment of a receiver, trustee, custodian, liquidator, assignee, sequestrator or other similar official for you or for all or any substantial part of your assets; or (n) you shall become insolvent, shall become generally unable to pay your debts as they become due, shall voluntarily suspend transaction of your business, shall make a general assignment for the benefit of creditors, shall institute a proceeding described in subsection (m)(1) above, or shall consent to any such order for relief, declaration, finding or relief described therein, shall institute a proceeding described in subsection (m)(2) above, or shall consent to any such appointment or to the taking of possession by any such official of all or any substantial part of your assets, shall dissolve, windup, revoke or forfeit your charter (or other constituent documents) or liquidate yourself or any substantial part of your assets, or shall take any action in furtherance of any of the foregoing; (o) accept a Card for an unlawful Internet gambling transaction; or (p) you fail to become or remain "PCI compliant" (as required under applicable Payment Brand Regulations) and/or you fail to certify such compliance to ISO upon request. You shall notify Member Bank and ISO in writing immediately upon becoming aware of an Event of Default, or an event which, with the passing of time or the giving of notice, or both, would constitute an Event of Default.

9. Remedies Upon Event of Default. Upon the occurrence of any Event of Default, Member Bank and ISO may employ any or all of the following remedies it deems appropriate: (a) terminate this Agreement immediately upon notice to you; (b) without prior notice to you, refuse to accept or revoke acceptance of any sales or credit, or the electronic transmission thereof if applicable, received by Member Bank or ISO on or at any time after the occurrence of any Event of Default; (c) without prior notice to you, Member Bank may debit your Accounts in an amount equal to any amount then owed to Member Bank or ISO; (d) establish a reasonable reserve using your funds in Member Bank's possession to cover foreseeable Fees, Third-Party Costs for which you are responsible hereunder, Dispute Items, Penalties, and Cardholder credits; (e) increase the Fees commensurate with the increased risk; (f) require you to deposit, as cash collateral, such amounts as Member Bank or ISO may require to secure your obligations hereunder; (g) report to one or more credit reporting agencies any outstanding indebtedness to Member Bank or ISO; or (h) take such other action as may be permitted by law.

10. Early Termination Fee. For purposes of this Section 10, an "Early Termination Event" shall mean: (i) a termination of this Agreement by Member Bank or ISO following an Event of Default specified in Section 8 above (ii); a termination of this Agreement by you for any reason whatsoever, other than following written termination notice given by you pursuant to Section 7 or 12; or (iii) your deposit or submission of any of your Payment Brand branded transactions with any entity other than Member Bank. Your payment of the monthly minimum Fees shall not fulfill your obligation to ISO. The parties agree that the actual damages which will result to ISO from an Early Termination Event are not readily ascertainable as of the effective date of this Agreement. In addition, you acknowledge and agree that in reliance on this Agreement and other long-term agreements, ISO will incur additional long-term costs, including without limitation, computer hardware, software, and labor. Accordingly, upon the occurrence of an Early Termination Event, you shall pay to ISO, in addition to all amounts owed for the Services provided to you pursuant to this Agreement, an Early Termination Fee. "Early Termination Fee" shall mean an amount equal to the greater of (i) \$500.00; or (ii) thirty percent (30%) of the average total monthly Fees and Service Fees collected by ISO during the Measurement Period, times the total number of months, or portion thereof, following an Early Termination Event. The "Measurement Period" shall mean the six (6) month period immediately prior to the Early Termination Event. The parties intend that this Early Termination Fee be in lieu of ISO's lost profits for the remainder of this Agreement, but not in lieu of any other damages to which ISO might otherwise be entitled arising out of your wrongful acts or omissions.

11. Change in Your Business. You shall provide Member Bank and ISO at least thirty (30) days prior written notice of your intent to change in any way the basic nature of your business, including without limitation, a change in the types of merchandise or services sold, or the method of selling such products or services. Upon its receipt of notice of such change, Member Bank and ISO shall have the right to terminate this Agreement without further obligation upon providing thirty (30) days prior written notice to you.

12. Termination by You. You may terminate this Agreement upon thirty (30) days prior written notice to Member Bank and ISO in the event of (a) your receipt of notice of any increase in Fees payable to Member Bank and ISO pursuant to Section 3 hereof (excluding Fee increases pursuant to Section 9); or (b) any material amendment or modification to this Agreement made by Member Bank or ISO pursuant to Section 17 hereof which adversely affects you in any material respect (excluding material amendments or modifications required due to changes to a Payment Brand Regulation or applicable federal, state or local law or regulation). Your right to terminate pursuant to this Section 12 shall expire thirty (30) days following your receipt of notice of any such Fee increase or material amendment or modification. If this Agreement is terminated, regardless of cause, Member Bank may withhold and discontinue the disbursement for all Card transactions in the process of being collected and deposited. If termination is due to the occurrence of an Event of Default or if you otherwise breach this Agreement, you acknowledge that Member Bank or ISO may be required to report your business name and the names and other identification of your principals to the terminated merchant file maintained by the Payment Brands. **You expressly agree and consent to such reporting if you are terminated for any reason requiring listing on the terminated merchant file.** You waive Member Bank and ISO from any claims that you may raise as a result of Member Bank or ISO terminated merchant file reporting. Further, you will return all Member Bank and ISO property, forms, or equipment. All obligations for transactions prior to termination (including payment for Fees, Third-Party Costs for which you are responsible hereunder, Dispute Items, Penalties and Member Bank's expenses relating to chargebacks) survive termination. Neither Member Bank nor ISO is liable to you for damages (including prospective sales or profits) due to termination. Upon termination, any amounts due to Member Bank or ISO will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever.

13. Credit Inquiries; Reporting; Financial Statements. You authorize Member Bank and ISO to make any credit inquiries they consider necessary to accept or to renew their acceptance of this Agreement. You also authorize any person or credit reporting agency to compile information to answer such credit inquiries and to furnish such information to Member Bank and ISO. You agree to provide to ISO such financial statements or other information concerning your business or operations as may be requested by ISO from time to time, in appropriate detail, promptly upon request by ISO. Upon request by ISO, you shall furnish to ISO, within 120 days after the end of your fiscal year, an audited financial statement of profit and loss for such fiscal year and an audited balance sheet as of the end of such fiscal year. ISO may, at its discretion, accept unaudited financial statements prepared by a public accounting firm.

14. Representation and Warranties; Disclaimers. You make the following representations and warranties which shall be true and correct on the date of this Agreement and at all times thereafter: (a) all information contained in the Application or any other document delivered to Member Bank and ISO in connection therewith or with this Agreement is true and complete in all material respects; (b) you have the power to execute, deliver and perform this Agreement; (c) this Agreement is duly authorized and will not violate any provisions of law, or conflict with any other agreement to which you are subject or by which your assets are bound; (d) you have all required licenses, if any, to conduct your business and are qualified to do business in every jurisdiction where it is required to do so; and (e) there is no action, suit or proceeding at law or in equity pending, or to your knowledge, threatened, by or against or affecting you which if adversely decided to you would impair your right to carry on your business substantially as now conducted or adversely affect your financial condition or operations in any material respect. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. ISO DOES NOT REPRESENT OR WARRANT THE PRODUCTS AND SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ENTIRELY ERROR-FREE. YOU MAY NOT RELY ON ANY REPRESENTATION OR WARRANTY REGARDING THE SERVICES MADE BY ANY THIRD-PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS. ISO SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE SERVICES. YOU UNDERSTAND AND AGREE THAT ISO SHALL BEAR NO RISK WITH RESPECT TO YOUR SALE OF YOUR PRODUCTS OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CARD FRAUD, PENALTIES, THIRD PARTY COSTS OR DISPUTE ITEMS. ISO MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. NOR DOES ISO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE SERVICES.

15. CHOICE OF LAW; JURISDICTION; WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IN WHICH YOU ARE LOCATED. YOU, MEMBER BANK AND ISO HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) AGREE THAT ANY ACTION, SUIT OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, "RELATED LITIGATION") MUST BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COUNTY AND STATE IN WHICH YOU ARE LOCATED; (B) SUBMIT TO THE JURISDICTION OF SUCH COURTS; (C) WAIVE ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT; (D) WAIVE ANY CLAIM THAT ANY SUCH RELATED LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, AND WAIVE ANY RIGHT TO OBJECT, WITH RESPECT TO ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER YOU OR ISO; (E) CONSENT AND AGREE TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY RELATED LITIGATION BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO YOU AT THE ADDRESS IN THE APPLICATION AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW); AND (F) WAIVE THE RIGHT TO TRIAL BY JURY IN ANY RELATED LITIGATION. THE PREVAILING PARTY IN ANY RELATED LITIGATION SHALL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES, COST AND EXPENSES.

16. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, NO CLAIM MAY BE MADE BY YOU AGAINST MEMBER BANK OR ISO OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF ANY OF THEM FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT UNLESS SUCH CLAIM ARISES FROM THE WILLFUL MISCONDUCT OF THE MEMBER BANK OR ISO AND YOU HEREBY WAIVE, RELEASE AND AGREE NOT TO SUE UPON ANY SUCH CLAIM FOR ANY SUCH DAMAGES, WHETHER SUCH CLAIM PRESENTLY EXISTS OR ARISES HEREAFTER AND WHETHER OR NOT SUCH CLAIM IS KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR. YOU FURTHER UNDERSTAND AND AGREE THAT YOUR RESPONSIBILITY TO PAY PENALTIES AS DESCRIBED IN THIS AGREEMENT SHALL NOT BE LIMITED OR RESTRICTED UNDER ANY CIRCUMSTANCES, EVEN IF SUCH PENALTIES ARE DEEMED TO BE SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER APPLICABLE LAW.

17. CONFIDENTIAL INFORMATION. You will not use for any purpose other than contemplated by this Agreement, will not disclose to any third-party, and will cause your employees, independent contractors, and agents to not use or disclose, any term of this Agreement, the Services, or any information learned about the business practices and ways in which ISO conducts business that is not generally known to others, including without limitation details about the Services, any data or information that is a trade secret or competitively sensitive such as computer software and documentation, data and data formats, and financial information (collectively, "Confidential Information"). You will inform ISO of any request by a court or government agency to disclose such Confidential Information to enable ISO to waive the provisions of this Section or defend the nondisclosure. You will not be obligated to maintain the confidentiality of Confidential Information: (i) you are required to reveal in performing your obligations under this Agreement, (ii) that is or becomes within the public domain through no act of yours in breach of this Agreement, (iii) was legitimately in your possession prior to its disclosure under this Agreement, and you can prove that, or (iv) is required to be disclosed by state or federal law, provided that you provide ISO with notice and an opportunity to oppose the disclosure. In the event of a breach of this section, the parties agree that ISO will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, ISO will be entitled to injunctive relief in addition to any other rights to which it may be entitled, without the necessity of proof of actual damages or the requirement of a bond. This Section will survive termination of this Agreement.

Terms in Section 18 Below Are Additional Terms Applicable Specifically to American Express Card Acceptance (capitalized terms below not defined elsewhere in the Agreement shall have the meanings assigned in the American Express Network Rules). With respect to participation in an American Express acceptance program, in the event of a conflict between the terms below and other terms of this Agreement, the terms below shall control with respect to American Express transactions only. Merchant shall be bound by American Express Network Rules, including the Merchant Operating Guide, as it may be updated from time to time by American Express: www.americanexpress.com/merchanttopguide. In the event of conflict or inconsistency between the Operating Guide and any other relevant document, the Operating Guide will prevail.

18. AMERICAN EXPRESS OPTBLUE® TERMS AND CONDITIONS.

- a. Transaction Data. Merchant authorizes ISO and/or its affiliates to submit American Express Transactions to, and receive settlement on such Transactions from, American Express or Bank on behalf of Merchant.
- b. Marketing Message Opt-Out. Merchant may opt-out of receiving future commercial marketing communications from American Express by contacting ISO. Note that Merchant may continue to receive marketing communications while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving important transactional or relationship messages from American Express.
- c. Conversion to American Express Direct Merchant. Merchant acknowledges that it may be converted from American Express Card OptBlue program to a direct relationship with American Express if and when its Transaction volumes exceed the eligibility thresholds for the OptBlue program. If this occurs, upon such conversion, (i) Merchant will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant.
- d. American Express as Third-Party Beneficiary. Notwithstanding anything in the Agreement to the contrary, American Express shall have third-party beneficiary rights, but not obligations, to the terms of this Agreement applicable to American Express Card acceptance to enforce such terms against Merchant.
- e. American Express Opt-Out. Merchant may opt out of accepting American Express at any time without directly or indirectly affecting its rights to accept Cards bearing Marks of other Payment Brands.
- f. Refund Policies. Merchant's refund policies for American Express purchases must be at least as favorable as its refund policy for purchase on any other Card Network, and the refund policy must be disclosed to Cardholders at the time of purchase and in compliance with Law. Merchant may not bill or attempt to collect from any Cardholder for any American Express Transaction unless a Chargeback has been exercised, Merchant has fully paid for such Chargeback, and it otherwise has the right to do so.
- g. Establishment Closing. If Merchant closes any of its Establishments, Merchant must follow these guidelines: (i) notify ISO immediately; (ii) policies must be conveyed to the Cardholder prior to completion of the Transaction and printed on the copy of a receipt or Transaction record the Cardholder signs; (iii) if not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Transaction record and on websites and catalogs); (iv) return and cancellation policies must be clearly disclosed at the time of sale; and (v) for Advance Payment Charges or Delayed Delivery Charges, Merchant must either deliver the goods or services for which Merchant has already charged the Cardholder or issue Credit for any portion of the Transaction for which Merchant has not delivered the goods or services.
- h. Merchant shall not assign to any third-party any payments due to it under American Express Card Acceptance, and all indebtedness arising from Transactions will be for bona fide sales of goods and services (or both) at Merchant's business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Merchant may sell and assign future Transaction receivables to Member Bank/ISO, its affiliated entities and/or any other cash advance funding source that partners with Member Bank/ISO or its affiliated entities, without consent of American Express. Notwithstanding the foregoing, Member Bank/ISO prohibits Merchant from selling or assigning future Transaction receivables to any third-party.
- i. Member Bank/ISO shall have the right to terminate Merchant's participation in American Express Card Acceptance immediately upon written notice to Merchant (i) if Merchant breaches any of the provisions of this Agreement, or (ii) for cause or fraudulent or other activity, or upon American Express' request. In the event Merchant's participation in American Express Card Acceptance is terminated for any reason, Merchant must immediately remove all American Express branding and marks from Merchant's website and wherever else they are displayed.
- j. Merchant must accept American Express as payment for goods and services (other than those goods and services prohibited by these provisions, the Agreement, or the Payment Brand Regulations) sold, or (if applicable) for charitable contributions made at all of its business locations and websites, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's business locations and websites under the Agreement.
- k. In the event that Merchant or Member Bank/ISO is not able to resolve a claim against American Express, or a claim against Member Bank/ISO or any other entity that American Express has a right to join in resolving a claim, the Merchant Operating Guide explains how claims can be resolved through arbitration. Merchant or American Express may elect to resolve any claim by individual, binding arbitration. Claims are decided by a neutral arbitrator.
- l. Any and all Cardholder information is confidential and the sole property of the applicable issuer, American Express or its affiliates. Except as otherwise specified, Merchant must not disclose Cardholder information, nor use nor store it, other than to facilitate Transactions at Merchant's business locations and websites in accordance with the Agreement.
- m. Merchant must ensure that it and any third-parties it enlists to facilitate Transactions processing complies with the American Express Technical Specifications (available at www.americanexpress.com/merchanttopguide) (valid and accurate data must be provided for all data elements in accordance with the American Express Technical Specifications). Failure to comply with the American Express Technical Specifications may impact Merchant's ability to successfully process Transactions. Merchant may be assessed non-compliance fees if Merchant fails to comply with the Technical Specifications. To ensure compliance with the Technical Specifications, Merchant should work with Member Bank/ISO.
- n. American Express Right to Modify or Terminate Agreement. American Express has the right to modify the Agreement with respect to American Express Card transactions or to terminate Merchant's acceptance of American Express Card transactions and to require ISO to investigate Merchant's activities with respect to American Express Card transactions.

19. ACH AND CHECK 21 TERMS AND CONDITIONS.

- a. Services. With respect to ACH Transactions, ISO shall be the ACH processor through which debit and credit transactions are submitted to the ACH Network in conjunction with ACH check processing origination and settlement services. With respect to transactions involving substitute check Images permitted under Check 21, ISO provides capture services which facilitates the processing of the substitute check Images with financial institutions in the Federal Reserve System.
- b. Definitions. The following terms used in this Section 19 shall have the meaning specified below:

"ACH Transaction": An electronic payment transaction originated by Merchant and processed through the ACH Network in the Federal Reserve System.

"Administrator": The Merchant's employee who has been designated as Merchant's primary contact with ISO for the Services and has been appointed by Merchant to manage the administration of Services access, including passwords, and communicate authorizations to ISO.

"Bank of First Deposit": In a Check 21 Transaction, the financial institution which receives the Entry from ISO and transmits the Entry through the Federal Reserve Bank system for transmittal to the Customer's financial Institution for debit or credit to the Customer's account.

"Check 21": The Check for the 21st Century (Check 21) Act and all regulations pertaining to the Check 21 Act.

"Check 21 Transaction": An electronic payment transaction utilizing a Substitute Check Image permitted by Check 21.

"Customer": Merchant's customer who submits a payment to Merchant by means of a paper check or ACH transfer.

"Entry": A transaction submitted by Merchant for processing by the Services and further defined in the NACHA Rules.

"Image": The image that results from an electronic scan of a paper check by Merchant.

"NACHA Rules": The then-current rules, regulations and procedural guidelines published by the National Automated Clearing House Association ("NACHA") and/or all regional payment alliances associated with NACHA.

"Originating Depository Financial Institution" or "ODFI": In an ACH Transaction, the financial institution which receives the Entry from ISO and transmits the Entry to its ACH Operator for transmittal to a Receiving Depository Financial Institution for debit or credit to the Customer's account, as these terms are further defined in the NACHA Rules.

"Services": The ACH processing services and/or the Check 21 processing services provided to Merchant under this Agreement.

"Settlement Account": A commercial demand deposit bank account which Merchant has established for ISO's access and use to settle financial payment transactions processed by ISO on behalf of Merchant.

"Substitute Check": The electronic Image of a paper check, as defined in Check 21.

- c. Set-Up of Services. ISO shall provide the Services selected by Merchant in its application. Merchant shall utilize and access the Services in accordance with the terms of this Agreement and the practices and procedures established by ISO for the Services which have been communicated in writing to Merchant. As part of the Merchant set-up and boarding process, ISO will provide Merchant with an administrative and gateway user name and password to access the Services. Merchant will designate an Administrator who shall be the sole individual vested with the authority to determine who will be authorized to use the Services; establish separate passwords for each user; and establish limits on each user's authority to access information and conduct transactions. Merchant is responsible for the actions of its Administrator, the authority the Administrator gives others to act on Merchant's behalf, and the actions of the persons designated by the Administrator to use the Services. Merchant shall take reasonable security procedures and practices to safeguard the confidentiality of the passwords; limit access to its passwords solely to persons who have a need to know such information; closely and regularly monitor the activities of employees who access the Services; and prohibit its employees and agents from initiating entries in the Services without proper authorization and supervision and adequate security controls.

- d. Delivery of Services. ISO will provide Services for the Entry types indicated in the Merchant set-up and boarding documentation. ISO reserves the right to withdraw the Services provided generally to its customers including Merchant for individual Entry types from general market availability and coverage under this Agreement upon ninety (90) days prior written notice to Merchant. To the extent reasonably possible, ISO will first attempt to process an Entry in the Services as an ACH Transaction, unless the Entry has clearly been designated to be processed as a Check 21 Transaction, provided the Entry fully qualifies to be processed as an ACH Transaction according to applicable NACHA Rules and ISO has received all of the required information from the Image or paper check necessary to process the transaction as an ACH Transaction. If the Entry cannot be processed as an ACH Transaction for any reason, then ISO will process the Entry in the Services as a Check 21 Transaction. Prior to submitting an Entry to ISO for processing, Merchant shall secure all authorizations and approvals from its Customer and deliver any notifications pertaining to that Entry which are required by the NACHA Rules and/or applicable laws and regulations. Merchant shall be responsible for the accuracy and propriety of all Entries submitted to ISO for processing. If Merchant utilizes a scanner to create Images which are delivered to ISO for processing, Merchant shall be solely responsible to ensure the accuracy and completeness of the Image transmitted to ISO for processing. Merchant acknowledges that ISO has specific processing deadlines imposed by its ODFI and the ACH Operator for ACH Transactions and by the Bank of First Deposit for Check 21 Transactions. Files received by the deadline will be transmitted that day to the Federal Reserve Bank for settlement on the effective entry day. Files received after the deadline will be processed the next Banking Day as defined in the NACHA Rules. For Check 21 Transactions, ISO will not be responsible for printing any Substitute Checks which may be required by a financial institution in order to receive and process the Entry. In the event of any conflicts in the instructions received by ISO regarding Merchant or any Entries relating to them, ISO may at its option and with or without notice, hold or interplead, comply with the legal process or other order, or otherwise limit access by Merchant or by ISO to the funds, Entries or proceeds thereof.

- e. Recoupment and Set-Off. Merchant shall immediately reimburse ISO for any returns or shortfalls that occur in Merchant's Settlement Account. ISO reserves the right to delay the availability of funds for deposit without prior written notices to Merchant if, in its sole discretion, ISO deems itself at financial or relative risk for any and all Services performed under this Agreement. Merchant hereby acknowledges and agrees that ISO shall have a right of setoff against any amounts ISO would otherwise be obligated to deposit into Merchant's account, and any other amounts ISO may owe Merchant under this Agreement.

f. **Additional Merchant Responsibilities.** All checks deposited electronically by Merchant through use of the Services shall be subject to the following requirements: (i) The original paper check will not be deposited through the Services more than once; (ii) All checks will conform to the requirements of Merchant's deposit agreement with its financial institution; (iii) All checks will conform to the requirements of the applicable NACHA Rules and Check 21; and (iv) Merchant shall review and validate the accuracy and completeness of the check data being captured including but not limited to the amount of the check and the legibility of the check Image generated from use of the Services. Merchant shall be solely responsible for the selection, use and operation of the scanner equipment used to capture the Image using the Services, including the quality of the Image results generated from the scanner. Any scanner used by Merchant with the Services must meet the technical specifications for scanners published by ISO in order to be deemed compatible with the Services. Any purchase or lease of scanners by Customer from ISO or a Reseller for its use shall be transacted between Merchant and ISO or a Reseller in a separate equipment purchase/lease agreement. Merchant shall be solely liable and responsible for all damages, losses, expenses and claims arising from any of the following: (i) Duplication of Images transmitted by Merchant to ISO through the Services; (ii) Alteration of scanned Images not caused by ISO's Services; (iii) Deposit of checks on accounts with insufficient funds, counterfeit checks, fraudulent checks, or checks bearing unauthorized or forged endorsements; (iv) Acts of fraud, negligence or willful misconduct committed by employees of Merchant in depositing checks using the Services; (v) Hardware failure not caused by ISO's Services; or (vi) Merchant's failure to properly store or destroy original checks once the scanned Image has been captured. Merchant shall hold ISO harmless from any damages, losses, expenses and claims which arise from the foregoing events not caused by ISO.

g. **Pricing and Payment.** Merchant shall pay ISO the fees, penalties and charges for the Services set forth in the Application and Fee Schedule and such fees, penalties and charges shall be considered Fees for all purposes of this Agreement.

h. **NACHA Rules and ISO Guidelines.** Each party shall comply with the then-current NACHA Rules which apply to ACH Transactions processed under this Agreement. In addition, ISO may publish to Merchant and other merchants its own standard operating and implementation guidelines for the Services with respect to specific NACHA Rules which will govern and apply to this Agreement as if set forth herein.

i. **Selection and Use of Hardware.** Merchant is solely responsible for the selection, use and operation of the hardware used to capture Images of paper checks using the Service, including the quality of the scanned Image results generated from the hardware. Hardware utilized must be certified for use with the Services in order to be deemed compatible with the Services.

j. **Third-Party Processing Services.** AMS' third-party processing services partners are providing some of the Services, and as a result, these third-party services partners shall be an intended third-party beneficiary of this Agreement. Each third-party services partner shall have the right to enforce directly against Merchant, the terms of this Agreement which relate to the provision of the third-party services partner's processing services to Merchant and the ownership and protection of the intellectual property rights of the third-party services partner and its licensors in and to its processing services. Merchant acknowledges that the third-party services partner shall have no responsibility or liability with regard to AMS' obligations to Merchant under this Agreement.

20. MISCELLANEOUS PROVISIONS.

a. You shall not subcontract, assign or transfer any interest, obligation or right under this Agreement without the prior written consent of Member Bank and ISO. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns. ISO and Member Bank may transfer their respective rights and responsibilities hereunder to another institution authorized by the Payment Brand Regulations to hold such rights without your consent.

b. This Agreement may be modified by Member Bank to comply with any amendments or additions to the Payment Brand Regulations or as required by applicable law or regulation upon thirty (30) days prior written notice to you.

c. No party shall, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of their rights under this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

d. In order to maintain quality service, Member Bank or ISO may monitor or record your telephone communications.

e. No party shall be liable for any loss or damage due to causes beyond its control, including earthquake, war, fire, flood, power failure, acts of God or other catastrophes.

f. Each party and each person signing on behalf of a party represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval. Nothing in this Agreement shall be deemed to create a partnership, joint venture or any agency relationship between the parties.

g. This Agreement and the documents referenced herein constitute the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations are terminated and canceled in their entirety.

h. If there is any conflict between a part of this Agreement and any present or future Payment Brand Regulation or applicable federal, state or local law or regulation, only the part of this Agreement that is affected shall be modified and that modification shall be limited to the minimum necessary to bring this Agreement within the requirements of the Payment Brand Regulation, law or regulation.

i. All notices, including invoices, given in connection with this Agreement, shall be in writing and shall be effective upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth on the attached Disclosure Page.

j. You shall be liable for all taxes, except Member Bank and ISO's income taxes, required to be paid or collected as a result of this Agreement.

k. All of your obligations, warranties and liabilities incurred or existing as of the date of termination of this Agreement, including without limitation, your obligations with respect to subsequent Fees, Third-Party Costs for which you are responsible hereunder, Penalties or Dispute Items based upon Card transactions incurred prior to termination, shall survive termination and shall continue in full force and effect as if the termination had not occurred. The right to revoke credit as well as hold, retain or set off against amounts due to you, or to debit any of your Account(s), shall survive the termination of this Agreement and shall continue in full force and effect as if termination had not occurred.

l. No other person or entity may be deemed a third-party beneficiary of this Agreement.

Disclosure Page

(Processor Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
Woodbury, NY 11797
Phone: (800)267-2256

Important Member Bank Responsibilities

1. Member Bank is the **only party** to the Merchant Processing Agreement approved to accept Visa products directly from a Merchant.
2. Member Bank must be a principal (signer) to the Merchant Processing Agreement.
3. Member Bank is responsible for educating the Merchant on pertinent Visa U.S.A. Inc. Operating Regulations with which the merchant must comply.
4. Member Bank is responsible for and must provide settlement funds to the Merchant.
5. Member Bank is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: County of Inyo
Merchant Address: 168 N Edwards Street
Independence, CA 93526
Merchant Phone: (760) 878-0224

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Processing Agreement.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

Merchant's Signature

Date

Merchant's Printed Name & Title

Disclosure Page

(Merchant Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
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Phone: (800)267-2256

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Merchant's Signature

Date

Merchant's Printed Name & Title



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 28, 2023

Reference ID:
2023-3618

Planning & Service Area (PSA) 16 Area Plan Update (APU) Health & Human Services - ESAAA ACTION REQUIRED

ITEM SUBMITTED BY

Marilyn Mann, HHS Director

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

A) approve the Eastern Sierra Area Agency on Aging 2023-2024 Area Plan Update; B) set minimum percentages for the Supportive Services subcategory as recommended by the ESAAA Advisory Council at 50% for access category-transportation, 10% for legal services, and 5% for in-home services; and C) authorize the Chairperson and HHS Director to sign the required Transmittal Letter.

BACKGROUND / SUMMARY / JUSTIFICATION:

Each year the Eastern Sierra Area Agency on Aging (ESAAA) is required to conduct an update of the Four-Year Plan previously submitted. The 2023-2024 Area Plan Update (APU) is the final update for the approved Four-Year Plan, which expires June 30, 2024. As part of the annual process, a review of the minimum percentages set for distribution of Supportive Services (~\$100,000.00 per year) funding is conducted to establish minimum percentage funding levels for Legal, Access, and In-home services and to provide updates to the California Department of Aging regarding governance and programming in the Planning Service Area. A public hearing was held on March 16, 2023 and the ESAAA Advisory Council reviewed the APU prepared by the Department, as well as reviewed the minimum percentage levels. No additional comments or amendments were recommended during the public hearing.

Following the close of the Public Hearing, the Advisory Council voted to recommend approval of the 2023-2024 APU, including maintaining the minimum percentage levels as established in the Area Plan. Both the Department and the ESAAA Advisory Council respectfully recommend your Board's approval of the attached APU for submittal to the California Department of Aging and authorize the Board Chairperson and the HHS Director to sign the transmittal letter.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			

Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Area Plan Update as presented and request modifications prior to approval for submission.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

California Department of Aging, Mono County Social Services, and California Indian Legal Services

ATTACHMENTS:

1. Draft Area Plan Update

APPROVALS:

Marilyn Mann	Created/Initiated - 3/13/2023
Darcy Ellis	Approved - 3/14/2023
Marilyn Mann	Final Approval - 3/16/2023

**EASTERN SIERRA AREA AGENCY ON AGING
(ESAAA)
for
PLANNING & SERVICE AREA (PSA) 16**

2023-2024 AREA PLAN UPDATE

*Submitted by
The Eastern Sierra Area Agency on Aging Program
of the
Inyo County Health and Human Services Department
1360 North Main Street, Suite 201
Bishop, CA 93514
760 873-3305*

*Inyo County Board of Supervisors/ESAAA Governing Board Chairperson Jennifer Roeser
ESAAA Advisory Council Chairperson Roger Rosche
ESAAA Director Marilyn Mann
mmann@inyocounty.us*

**EASTERN SIERRA AREA AGENCY ON AGING (ESAAA)
AREA PLAN UPDATE FOR 2023-2024**

AREA PLAN UPDATE (APU) CHECKLIST PSA 16

Check one: FY21-22 FY 22-23 FY 23-24

Use for APUs only

P Guidance Section	APU Components (To be attached to the APU)	Check if Included	
	Update/Submit A) through I) ANNUALLY:		
n/a	Transmittal Letter- (requires <u>hard copy</u> with original ink signatures or official signature stamp- no photocopies)	<input checked="" type="checkbox"/>	
n/a	B) APU- (submit entire APU electronically only)	<input checked="" type="checkbox"/>	
2, 3, or 4	Estimate- of the number of lower income minority older individuals in the PSA for the coming year	<input checked="" type="checkbox"/>	
7	D) Public Hearings- that will be conducted	<input checked="" type="checkbox"/>	
n/a	E) Annual Budget	<input type="checkbox"/>	
10	Service Unit Plan (SUP) Objectives and LTC Ombudsman Program Outcomes	<input checked="" type="checkbox"/>	
18	G) Legal Assistance	<input checked="" type="checkbox"/>	
	Update/Submit the following only if there has been a CHANGE or the section was not included in the 2020-2024	Mark Changed/Not Changed (C or N/C) C N/C	
5	Minimum Percentage/Adequate Proportion	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Needs Assessment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	AP Narrative Objectives:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	System-Building and Administration	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	Title IIIB-Funded Programs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	Title IIIB-Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	Title IIIB-Funded Program Development/Coordination (PD or C)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	Title IIIC-1	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	Title IIIC-2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	Title IIID	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20	Title IIIE-Family Caregiver Support Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	HICAP Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Disaster Preparedness	<input type="checkbox"/>	<input type="checkbox"/>
14	Notice of Intent-to Provide Direct Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Request for Approval-to Provide Direct Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	Governing Board	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17	Advisory Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21	Organizational Chart(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

TRANSMITTAL LETTER

2020-2024 Four Year Area Plan/ Annual Update

Check one: FY 20-24 FY 21-22 FY 22-23 FY 23-24

AAA Name: Eastern Sierra Area Agency on Aging

PSA 16

This Area Plan is hereby submitted to the California Department of Aging for approval. The Governing Board and the Advisory Council have each had the opportunity to participate in the planning process and to review and comment on the Area Plan. The Governing Board, Advisory Council, and Area Agency Director actively support the planning and development of community-based systems of care and will ensure compliance with the assurances set forth in this Area Plan. The undersigned recognize the responsibility within each community to establish systems in order to address the care needs of older individuals and their family caregivers in this planning and service area.

1. Jennifer Roeser
(Type Name)

Signature: Governing Board Chair ¹

Date

2. Kelli Davis
(Type Name)

Signature: Advisory Council Chair

Date

3. Marilyn Mann
(Type Name)

Signature: Area Agency Director

Date

¹ Original signatures or official signature stamps are required.

SECTION 1. MISSION STATEMENT

PSA 16

The guiding mission of Health and Human Services is **Strengthening Resilience & Well-Being in Our Community** and the mission of ESAAA is

“To provide leadership in addressing issues that relate to older Californians; to develop community-based systems of care that provide services which support independence within California’s interdependent society, and which protect the quality of life of older persons and persons with functional impairments; and to promote citizen involvement in the planning and delivery of services.”

Planning and Service Area (PSA) 16, which includes the Counties of Inyo and Mono, is located at the eastern edge of California, approximately midway between the northern and southern boundaries of the state. The two-county area is a long triangle of which Mono County forms the apex and Inyo County the base. The east side of the triangle comprises about 300 miles of the California-Nevada border. Kern, San Bernardino, Fresno, Tulare and Alpine Counties share borders on the north, south and west. Total area exceeds 13,000 square miles and the total year-round population is approximately 32,211 (2020 US Census), but visitors and second homeowners double this at certain times of the year. The total aging population, based on the 2022 CDA Population Demographic Projections, is approximately 10,917 individuals aged 60 and older, an increase from prior year projections of a little over 1200, with 33% seventy-five years or older. The majority of our aging population resides in Inyo County (~62% in general and ~64% of those 75 or older).

Resources are targeted based upon the Older Americans Act priority populations, looking not just at age distribution but also at issues of poverty, isolation, frailty, HIV status, and cultural/social isolation. These priority populations are distributed across the PSA with higher percentage of distribution in Inyo County. Close to 12% of our population is isolated geographically with 63% of those individuals residing in the Inyo County area. Approximately 1,214 individuals are eligible for Medi Cal, an increase from prior year projections, with approximately 900 considered low-income. The majority of low-income people over the age of 60, approximately 74%, also reside in Inyo County. Our minority population consists primarily of Native American and Latino community members. Our minority population comprises approximately 12% of our aging population or approximately 3,904, an increase from prior year projections, with approximately 54 non-English speakers, ~93% residing in Inyo County. The number of persons living with HIV in the PSA is less than 1% with the majority (~70%) residing in Inyo County (2019 Data from California Department of Public Health). Extrapolating demographic information such as the number of individuals ages 60 or older is suppressed as this could potentially provide identify markers.

Connecting services to our most geographically isolated residents can be challenging. The PSA's area can be divided into essentially two geographic regions. The Western portion includes the Sierra Nevada Mountain range, which, with its forest, lakes, streams, and ski slopes, plays a major role in the resources and economy of the area, attracting outdoors enthusiasts for hiking, backpacking, hang gliding, snow skiing, snowboarding, fishing, camping and hunting. The Eastern two-thirds of the area is made up essentially of desert basins and mountain ranges, featuring the Death Valley National Park. Emphasizing the contrasting topography of the area is the fact that the western edge of Inyo County contains Mt. Whitney, the highest peak in the United States outside of Alaska, while the eastern region includes Death Valley, in which is found the lowest point in the western hemisphere. Most of the population of the counties is located along US Highway 395 – in Inyo County's Owens Valley along the base of the Sierra Nevada Mountains, and in the mountain communities of Mono County. Small pockets of population also are found along Highway 6 in Mono County and, in Inyo County, east of the Death Valley National Park boundary.

This expansive geographic region of over 13,000 square miles, spread out over desert and mountain terrain, coupled with the dispersed and diverse population pockets, also provides significant constraints and challenges in the delivery of services and in the development of overarching systems for services.

As part of a county health and human services agency, ESAAA service delivery in Inyo County is carefully braided into other service delivery systems; such braided funding occurs also in Mono County service delivery systems, specifically including in both counties:

- those funded through Social Services such as In-Home Supportive Services and Adult

Protective Services

- those funded through Mental Health, including Mental Health Services Act

Direct services are provided by ESAAA staff in both Inyo and Mono Counties in all funded service categories, except for Elderly Nutrition Program services, Transportation, Assisted Transportation and Legal Assistance. A contract with the County of Mono allows Mono County employees to provide elderly nutrition, transportation and assisted transportation to Mono County elderly; those same services are provided in Inyo County as a direct service by ESAAA staff. A contract with California Indian Legal Services provides legal assistance in both Inyo and Mono Counties.

SECTION 3. DESCRIPTION OF THE AREA AGENCY ON AGING (AAA)

PSA 16

NA

SECTION 4. PLANNING PROCESS / ESTABLISHING PRIORITIES

NA

SECTION 5 - NEEDS ASSESSMENT

NA

SECTION 6. TARGETING

NA

DRAFT

SECTION 7. PUBLIC HEARINGS

At least one public hearing must be held each year of the four-year planning cycle. CCR Title 22, Article 3, Section 7302(a)(10) and Section 7308, Older Americans Act Reauthorization Act of 2016, Section 314(c)(1).

Fiscal Year	Date	Location	Number of Attendees	Presented in languages other than English?² Yes or No	Was hearing held at a Long-Term Care Facility?³ Yes or No
2020-2021	5/28/2020	Virtual due to COVID-19	17	No	No
2021-2022	3/24/2021	Via Zoom	17	No	No
2022-2023	3/23/2022	1360 North Main Street, Bishop, CA Virtual: Mammoth Civic Center, Mammoth Lakes, CA AND Lone Pine Senior Center, Lone Pine, CA	17	No	No
2023-2024	3/16/2023	1360 North Main Street, Bishop, CA Mammoth Civic Center, Carson Room 2nd floor, 1290 Tavern Road, Mammoth Lakes, CA Antelope Valley Senior Center, 399 Mule Deer Road, Walker, CA Public can attend Virtually	20	No – however one attendee had an ASL translator assisting	No

The following must be discussed at each Public Hearing conducted during the planning cycle:

1. Summarize the outreach efforts used in seeking input into the Area Plan from institutionalized, homebound, and/or disabled older individuals.

Each facility has been provided iPads with Zoom access for use by residents for family access as well as to access other services. The LTC Ombudsman assisted in the coordination with our two LTC facilities to make virtual attendance available to interested residents through the use of the iPads. Additionally, the agency ensured that all home-delivered meal recipients and caregivers received information on how to access the meeting virtually.

2. Were proposed expenditures for Program Development (PD) or Coordination (C) discussed?

- Yes. Go to question #3
- Not applicable, PD and/or C funds are not used. Go to question #4

3. Summarize the comments received concerning proposed expenditures for PD and/or C

Not Applicable

4. Attendees were provided the opportunity to testify regarding setting minimum percentages of Title III B program funds to meet the adequate proportion of funding for Priority Services

Yes. Go to question #5

No, Explain:

5. Summarize the comments received concerning minimum percentages of Title IIIB funds to meet the adequate proportion of funding for priority services.

The minimum percentages set during the four-year planning process were reviewed at the public hearing held on March 16, 2023. Discussion regarding the current percentages set for Transportation/Assisted Transportation, In-home Services and Legal services resulted in the Advisory Council acting to recommend maintaining the current minimum percentages as set during the Area Planning process.

6. List any other issues discussed or raised at the public hearing.

None

7. Note any changes to the Area Plan which were a result of input by attendees.

None

Recommended by Staff

There is no anticipated change in priorities or services identified. The identified priorities were confirmed by the governing body following the public hearing.

DRAFT

SECTION 9 - AREA PLAN NARRATIVE GOALS AND OBJECTIVES

NA

DRAFT

SECTION 10 - Service Unit Plan (SUP) Objectives

PSA 16

**TITLE III/VIIA SERVICE UNIT PLAN OBJECTIVES
CCR Article 3, Section 7300(d)**

The Service Unit Plan (SUP) uses the Older Americans Act Performance System (OAPPS) Categories and units of service. They are defined in the OAPPS State Program Report (SPR).

For services not defined in OAPPS, refer to the [Service Categories and Data Dictionary](#).

1. Report the units of service to be provided with **ALL funding sources**. Related funding is reported in the annual Area Plan Budget (CDA 122) for Titles IIIB, IIIC-1, IIIC-2, IIID, and VIIA. Only report services provided; others may be deleted.

1. Personal Care (In-Home)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

2. Homemaker (In-Home)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

3. Chore (In-Home)**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

4. Home-Delivered Meal**Unit of Service = 1 meal**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	37,000	1	
2021-22	40,000	1	
2022-23	40,000	1	
2023-24	40,000	1	

5. Adult Day/ Health Care (In-Home)**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

6. Case Management (Access)**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

7. Assisted Transportation (Access)**Unit of Service = 1 one-way trip**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	150	1,2	
2021-22	100	1,2	
2022-23	100	1,2	
2023-24	100	1,2	

8. Congregate Meals**Unit of Service = 1 meal**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	20,000	1,2	
2021-22	15,000	1,2	
2022-23	15,000	1,2	
2023-24	15,000	1,2	

9. Nutrition Counseling**Unit of Service = 1 session per participant**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	10	1	
2021-22	10	1	
2022-23	10	1	
2023-24	10	1	

10. Transportation (Access)**Unit of Service = 1 one-way trip**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	8,500	1,2	
2021-22	8,500	1,2	
2022-23	8,500	1,2	
2023-24	8,500	1,2	

11. Legal Assistance**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	100	1,2	
2021-22	100	1,2	
2022-23	100	1,2	
2023-24	100	1,2	

12. Nutrition Education**Unit of Service = 1 session per participant**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	2,400	1	
2021-22	2,400	1	
2022-23	2,400	1	
2023-24	2,400	1	

13. Information and Assistance (Access)**Unit of Service = 1 contact**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	800	1,2,3	
2021-22	800	1,2,3	
2022-23	800	1,2,3	
2023-24	800	1,2,3	

14. Outreach (Access)**Unit of Service = 1 contact**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

2. NAPIS Service Category – “Other” Title III Services

- Each **Title IIIB** “Other” service must be an approved NAPIS Program service listed on the “Schedule of Supportive Services (III B)” page of the Area Plan Budget (CDA 122) and the CDA Service Categories and Data Dictionary.
- Identify **Title IIIB** services to be funded that were not reported in NAPIS categories. (Identify the specific activity under the Other Supportive Service Category on the “Units of Service” line when applicable.)

Title IIIB, Other Priority and Non-Priority Supportive Services

For all Title IIIB “Other” Supportive Services, use the appropriate Service Category name and Unit of Service (Unit Measure) listed in the CDA Service Categories and Data Dictionary.

- Other **Priority Supportive Services include:** Alzheimer’s Day Care, Comprehensive Assessment, Health, Mental Health, Public Information, Residential Repairs/Modifications, Respite Care, Telephone Reassurance, and Visiting
- Other **Non-Priority Supportive Services include:** Cash/Material Aid, Community Education, Disaster Preparedness Materials, Emergency Preparedness, Employment, Housing, Interpretation/Translation, Mobility Management, Peer Counseling, Personal Affairs Assistance, Personal/Home Security, Registry, Senior Center Activities, and Senior Center Staffing

All “Other” services must be listed separately. Duplicate the table below as needed.

Other Supportive Service Category

Unit of Service =1 contact

Telephone Reassurance (In-Home)

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers
2020-21	120	1	
2021-22	200	1	
2022-23	100	1	
2023-24	100	1	

3. Title IIID/Health Promotion—Evidence Based

- Provide the specific name of each proposed evidence-based program.

Unit of Service = 1 contact

Evidence-Based Program Name(s): **ACTIVE LIVING EVERY DAY (ALED)**

Add additional lines if needed.

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (Required)
2020-21	25	1	1.9
2021-22	5	1	1.9
2022-23	25	1	1.9
2023-24	25	1	1.9

TITLE IIIB and Title VIIA:

LONG-TERM CARE (LTC) OMBUDSMAN PROGRAM OUTCOMES

2020–2024 Four-Year Planning Cycle

Each year during the four-year cycle, analysts from the Office of the State Long-Term Care Ombudsman (OSLTCO) will forward baseline numbers to the AAA from the prior fiscal year National Ombudsman Reporting System (NORS) data as entered into the Statewide Ombudsman Program database by the local LTC Ombudsman Program and reported by the OSTLCO in the State Annual Report to the Administration on Aging (AoA).

The AAA will establish targets each year in consultation with the local LTC Ombudsman Program Coordinator. Use the yearly baseline data as the benchmark for determining yearly targets. Refer to your local LTC Ombudsman Program’s last three years of AoA data for historical trends. Targets should be reasonable and attainable based on current program resources.

Complete all Measures and Targets for Outcomes 1-3.

Outcome 1. The problems and concerns of long-term care residents are solved through complaint resolution and other services of the Ombudsman Program. [OAA Section 712(a)(3), (5)]

Measures and Targets:

A. Complaint Resolution Rate (NORS Element CD-08) (Complaint Disposition). The average California complaint resolution rate for FY 2017-2018 was 73%.

1. FY 2018-2019 Baseline Resolution Rate: Number of complaints resolved <u>81</u> + number of partially resolved complaints <u>0</u> divided by the total number of complaints received <u>88</u> = Baseline Resolution Rate <u>92 %</u> FY 2020-2021 Target Resolution Rate <u>90 %</u>
--

2. FY 2019-2020 Baseline Resolution Rate: Number of complaints partially or fully resolved <u>95</u> divided by the total number of complaints received <u>101</u> = Baseline Resolution Rate <u>94 %</u> FY 2021-2022 Target Resolution Rate <u>90 %</u>
--

3. FY 2020 - 2021 Baseline Resolution Rate: Number of complaints partially or fully resolved <u>62</u> divided by the total number of complaints received <u>63</u> = Baseline Resolution Rate <u>98 %</u> FY 2022-2023 Target Resolution Rate <u>90 %</u>

4. FY 2021-2022 Baseline Resolution Rate:
 Number of complaints partially or fully resolved 79 divided by the total number of complaints received 92 = Baseline Resolution Rate 90 %
 FY 2023-2024 Target Resolution Rate 86 %

Program Goals and Objective Numbers: 1

B. Work with Resident Councils (NORS Elements S-64 and S-65)

FY 2018-2019 Baseline: Number of Resident Council meetings attended 14
 FY 2020-2021 Target: 15

FY 2019-2020 Baseline: Number of Resident Council meetings attended 7 FY 2021-2022
 Target: 6

FY 2020-2021 Baseline: Number of Resident Council meetings attended 4 FY 2022-2023
 Target: 4

FY 2021-2022 Baseline: Number of Resident Council meetings attended FY 2023-2024
 Target: 9

Program Goals and Objective Numbers: 1

C. Work with Family Councils (NORS Elements S-66 and S-67)

FY 2018-2019 Baseline: Number of Family Council meetings attended 16 FY 2020-
 2021 Target: 10

FY 2019-2020 Baseline: Number of Family Council meetings attended 32 FY 2021-2022
 Target: 12

FY 2020-2021 Baseline: Number of Family Council meetings attended 31 FY 2022-2023
 Target: 12

FY 2021-2022 Baseline: Number of Family Council meetings attended FY 2023-2024
 Target: 23

Program Goals and Objective Numbers: 1

D. Information and Assistance to Facility Staff (NORS Elements S-53 and S-54)

FY 2018-2019 Baseline: Number of Instances <u>31</u> FY 2020-2021 Target: <u>30</u>
FY 2019-2020 Baseline: Number of Instances <u>52</u> FY 2021-2022 Target: <u>30</u>
FY 2020-2021 Baseline: Number of Instances <u>43</u> FY 2022-2023 Target: <u>30</u>
FY 2021-2022 Baseline: Number of Instances <u>56</u> FY 2023-2024 Target: <u>30</u>
Program Goals and Objective Numbers: <u>1</u>

E. Information and Assistance to Individuals (NORS Element S-55)

FY 2018-2019 Baseline: Number of Instances <u>89</u> FY 2020-2021 Target: <u>50</u>
FY 2019-2020 Baseline: Number of Instances <u>157</u> FY 2021-2022 Target: <u>50</u>
FY 2020-2021 Baseline: Number of Instances <u>95</u> FY 2022-2023 Target: <u>50</u>
FY 2021-2022 Baseline: Number of Instances <u>111</u> FY 2023-2024 Target: <u>50</u>
Program Goals and Objective Numbers: <u>1</u>

F. Community Education (NORS Element S-68)

FY 2018-2019 Baseline: Number of Sessions <u>13</u> FY 2020-2021 Target: <u>5</u>
FY 2019-2020 Baseline: Number of Sessions <u>6</u> FY 2021-2022 Target: <u>5</u>
FY 2020-2021 Baseline: Number of Sessions <u>2</u> FY 2022-2023 Target: <u>5</u>
FY 2021-2022 Baseline: Number of Sessions <u>6</u> FY 2023-2024 Target: <u>5</u>
Program Goals and Objective Numbers: <u>1</u>

G. Systems Advocacy (NORS Elements S-07, S-07.1)

FY 2020-2021
<p>FY 2020-2021 Systems Advocacy Effort(s): Recognizing that California’s older population is projected to grow, a new goal for the Ombudsman Program is to implement a public awareness campaign that focuses on the changing long-term care resident population and its needs. The Ombudsman program will adopt a strategy of working with other organizations, to further this goal and will conduct community and facility educational events.</p>
FY 2021-2022
<p>Outcome of FY 2020-2021 Efforts: With the COVID-19 Pandemic, the System Advocacy Effort for 2020-2021 was focused on the changing environment within Long-Term Care facilities and working with the facilities, family member, and the community to help meet the needs of the very isolated residents. The LTC Ombudsman was able to coordinate with facility staff and families to allow residents to connect via teleconferencing and other no-contact means.</p> <p>FY 2021-2022 Systems Advocacy Effort(s): (Provide one or more new systems advocacy efforts) Due to COVID-19, the agency was not able to fully implement and complete the systems advocacy efforts from FY2020-2021. The agency will be focusing on the same systems advocacy efforts of: Recognizing that California’s older population is projected to grow, a new goal for the Ombudsman Program is to implement a public awareness campaign that focuses on the changing long-term care resident population and its needs. The Ombudsman program will adopt a strategy of working with other organizations, to further this goal and will conduct community and facility educational events.</p>
FY 2022-2023
<p>FY 2022-2023 Systems Advocacy Effort(s): (Provide one or more new systems advocacy efforts) The LTC Ombudsman program will work to foster participation in Family Councils and Resident Councils. Planning effort to include the development of education on the councils and their purpose, promotion of council meetings, and creating a quarterly newsletter to raise awareness around residents’ rights and person-centered care. The program will work to improve the skills of resident and family members in conducting council meetings to empower them to advocate for change in areas of concern. Ombudsman staff will provide information so councils can participate in legislative advocacy efforts related to LTC issues. The LTC Ombudsman program will organization an annual Inyo County Virtual Family Council meeting opportunity for the councils’ members to network with one another and share strategies, obstacles, success, and resources.</p>

FY 2023-2024

FY 2023-2024 Systems Advocacy Effort(s): The LTC Ombudsman Programs goal is to provide an understanding of an older person’s view and their circumstances that put them at risk of losing their independence. Through an interactive training, participants will learn how age-related changes in sensory-motor functions affect daily living activities. Participants will increase knowledge about resident’s rights and will increase sensitivity to the feelings of older adults when functional skills are impaired. After the interactive training, a discussion will be initiated among the participants that will increase their knowledge about person-centered care practices that lead to better care and quality of life for the residents.

Outcome 2. Residents have regular access to an Ombudsman. [(Older Americans Act Reauthorization Act of 2016), Section 712(a)(3)(D), (5)(B)(ii)]

Measures and Targets:

A. Routine Access: Nursing Facilities (NORS Element S-58) Number of nursing facilities within the PSA that were visited by an Ombudsman representative at least once each quarter **not** in response to a complaint. NOTE: This is not a count of *visits* but a count of *facilities*. In determining the number of facilities visited for this measure, no nursing facility can be counted more than once.

FY 2018-2019 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint **2** divided by the total number of Nursing Facilities **2**
= Baseline **100 %**
FY 2020-2021 Target: **100%**

FY 2019-2020 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint **0** divided by the total number of Nursing Facilities **2**
= Baseline **0 %**
FY 2021-2022 Target: **100%**

FY 2020-2021 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint **1** divided by the total number of Nursing Facilities **2**
= Baseline **50 %**
FY 2022-2023 Target: **100%**

FY 2021-2022 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint **2** divided by the total number of Nursing Facilities = **2** Baseline **100 %**
FY 2023-2024 Target: **100 %**

Program Goals and Objective Numbers: **1**

A. Routine access: Residential Care Communities (NORS Element S-61)

FY 2018-2019 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint <u>1</u> divided by the total number of RCFEs <u>1</u> = Baseline <u>100</u> % FY 2020-2021 Target: <u>100</u> %
FY 2019-2020 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint <u>0</u> divided by the total number of RCFEs <u>1</u> = Baseline <u>0</u> % FY 2021-2022 Target: <u>100</u> %
FY 2020-2021 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint <u>0</u> divided by the total number of RCFEs <u>0</u> = Baseline <u>0</u> % FY 2022-2023 Target: <u>%</u>
FY 2021-2022 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint <u>0</u> divided by the total number of RCFEs <u>0</u> = Baseline <u>0</u> % FY 2023-2024 Target: <u>%</u>
Program Goals and Objective Numbers: <u>1</u>

B. Number of Full-Time Equivalent (FTE) Staff (NORS Element S-23)

FY 2018-2019 Baseline: <u>1.39</u> FTEs FY 2020-2021 Target: <u>1.39</u> FTEs
FY 2019-2020 Baseline: <u>1.39</u> FTEs FY 2021-2022 Target: <u>1.39</u> FTEs
FY 2020-2021 Baseline: <u>1.62</u> FTEs FY 2022-2023 Target: <u>1.62</u> FTEs
FY 2021-2022 Baseline: <u>1.62</u> FTEs FY 2023-2024 Target: FTEs <u>1.62</u>
Program Goals and Objective Numbers: <u>1</u>

C. Number of Certified LTC Ombudsman Volunteers (NORS Element S-24)

FY 2018-2019 Baseline: Number of certified LTC Ombudsman volunteers <u>1</u> FY 2020-2021 Projected Number of certified LTC Ombudsman volunteers <u>2</u>
FY 2019-2020 Baseline: Number of certified LTC Ombudsman volunteers <u>2</u> FY 2021-2022 Projected Number of certified LTC Ombudsman volunteers <u>2</u>
FY 2020-2021 Baseline: Number of certified LTC Ombudsman volunteers <u>1</u> FY 2022-2023 Projected Number of certified LTC Ombudsman volunteers <u>1</u>
FY 2021-2022 Baseline: Number of certified LTC Ombudsman volunteers <u>0</u> FY 2023-2024 Projected Number of certified LTC Ombudsman volunteers <u>0</u>
Program Goals and Objective Numbers: <u>1</u>

Outcome 3. Ombudsman representatives accurately and consistently report data about their complaints and other program activities in a timely manner. [Older Americans Act Reauthorization Act of 2016, Section 712(c)]

Measures and Targets:

In the box below, in narrative format, describe one or more specific efforts your program will undertake in the upcoming year to increase the accuracy, consistency, and timeliness of your National Ombudsman Reporting System (NORS) data reporting.

Some examples could include:

- Hiring additional staff to enter data
- Updating computer equipment to make data entry easier
- Initiating a case review process to ensure case entry is completed in a timely manner

The LTC Ombudsman program will:

- 1.) Enter data into ODIN in a timely manner, to ensure data is complete for each quarter.
- 2.) Regularly attend NORS Consistency training opportunities provided by the OSLTCO and online courses provided by the National Long-Term Care Ombudsman Resource Center (NORC)
- 3.) Ensure all new volunteers are training and attend the same system trainings that staff are attending.
- 4.) Allow staff and volunteers to have “protected” time to ensure data entry is not interrupted.

**TITLE VIIA ELDER ABUSE PREVENTION
SERVICE UNIT PLAN OBJECTIVES**

The program conducting the Title VIIA Elder Abuse Prevention work is:

<input checked="" type="checkbox"/>	Ombudsman Program
<input type="checkbox"/>	Legal Services Provider
<input type="checkbox"/>	Adult Protective Services
<input type="checkbox"/>	Other (explain/list)

Units of Service: AAA must complete at least one category from the Units of Service below.

TITLE VIIA ELDER ABUSE PREVENTION SERVICE UNIT PLAN OBJECTIVES

The agency receiving Title VIIA Elder Abuse Prevention funding is Inyo County Health and Human Services – Eastern Sierra Area Agency on Aging (ESAAA)

Fiscal Year	Total # of Public Education Sessions
2020-2021	-0-
2021-2022	-0-
2022-2023	-0-
2023-2024	-0-

Fiscal Year	Total # of Training Sessions for Professionals
2020-2021	-0-
2021-2022	-0-
2022-2023	-0-
2023-2024	-0-

Fiscal Year	Total # of Training Sessions for Caregivers served by Title III E
2020-2021	-0-
2021-2022	-0-
2022-2023	-0-
2023-2024	-0-

Fiscal Year	Total # of Hours Spent Developing a Coordinated System
2020-2021	-0-
2021-2022	-0-
2022-2023	-0-
2023-2024	-0-

Fiscal Year	Total # of Copies of Educational Materials to be Distributed	Description of Educational Materials
2020-2021	5000	Annual Newspaper Publication of “Everyone can do Something to Prevent Elder Abuse” advertisement.
2021-2022	5000	Annual Newspaper Publication of “Everyone can do Something to Prevent Elder Abuse” advertisement.
2022-2023	5000	Annual Newspaper Publication of “Everyone can do Something to Prevent Elder Abuse” advertisement.
2023-2024	5000	Informational Placemats distributed throughout program services announcements.

Fiscal Year	Total Number of Individuals Served
2020-2021	5000
2021-2022	5000
2022-2023	5000
2023-2024	5000

TITLE III E SERVICE UNIT PLAN OBJECTIVES

PSA 16

CCR Article 3, Section 7300(d)

2020-2024 Four-Year Planning Period

This Service Unit Plan (SUP) uses the five broad federally mandated service categories. Refer to the [CDA Service Categories and Data Dictionary](#) for eligible activities and service unit measures. Specify proposed audience size or units of service for ALL budgeted funds.

Direct and/or Contracted III E Services

CATEGORIES	1	2	3
Family Caregiver Services	<i>Proposed Units of Service</i>	<i>Required Goal #(s)</i>	<i>Optional Objective #(s)</i>
Caregivers of Older Adults			
Information Services	# Of activities and Total est. audience for above		
2020-2021	# Of activities: -0- Total est. audience for above:		
2021-2022	# of activities: -0- Total est. audience for above:		
2022-2023	# of activities: -0- Total est. audience for above:		
2023-2024	# of activities: -0- Total est. audience for above:		
Access Assistance	Total contacts		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		

Access Assistance	Total contacts		
Support Services	Total hours		
2020-2021	15	1	
2021-2022	15	1	
2022-2023	15	1	
2023-2024	15	1	
Respite Care	Total hours		
2020-2021	100	1	
2021-2022	100	1	
2022-2023	100	1	
2023-2024	100	1	
Supplemental Services	Total occurrences		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		

Direct and/or Contracted IIE Services

Older Elderly Relative	Proposed Units of Service	Required Goal #(s)	Optional Objective #(s)
Information Services	# Of activities and Total est. audience for above		
2020-2021	# of activities: -0- Total est. audience for above:		
2021-2022	# of activities: -0- Total est. audience for above:		
2022-2023	# of activities: -0- Total est. audience for above:		
2023-2024	# of activities: -0- Total est. audience for above:		

Older Elderly Relative	<i>Proposed</i> Units of Service	<i>Required</i> Goal #(s)	<i>Optional</i> Objective #(s)
Access Assistance	Total contacts		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		
Support Services	Total hours		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		
Respite Care	Total hours		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		
Supplemental Services	Total occurrences		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		

PSA 16

HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) SERVICE UNIT PLAN CCR Article 3, Section 7300(d)

MULTIPLE PSA HICAPs: If you are a part of a multiple-PSA HICAP where two or more AAAs enter into an agreement with one “Managing AAA,” to deliver HICAP services on their behalf to eligible persons in their AAA, then each AAA is responsible for providing HICAP services in the covered PSAs in a way that is agreed upon and equitable among the participating parties.

HICAP PAID LEGAL SERVICES: Complete this section if your Master Contract contains a provision for using HICAP funds to provide HICAP Legal Services.

STATE & FEDERAL PERFORMANCE TARGETS: The Administration for Community Living (ACL) establishes targets for the State Health Insurance Assistance Program (SHIP)/HICAP performance measures (PMs). ACL introduced revisions to the SHIP PMs in late 2016 in conjunction with the original funding announcement (ref HHS-2017-ACL-CIP-SAPG-0184) for implementation with the release of the Notice of Award (Grant No. 90SAPG0052-01-01 issued July 2017).

The new five federal PMs generally reflect the former seven PMs (PM 2.1 through PM 2.7), except for PM 2.7, (Total Counseling Hours), which was removed because it is already being captured under the *SHIP Annual Resource Report*. As a part of these changes, ACL eliminated the performance-based funding scoring methodology and replaced it with a Likert scale comparison model for setting National Performance Measure Targets that define the proportional penetration rates needed for improvements.

Using ACL’s approach, CDA HICAP provides State and Federal Performance Measures with goal-oriented targets for each AAA’s Planning and Service Area (PSA). One change to all PMs is the shift to county-level data. In general, the State and Federal Performance Measures include the following:

- PM 1.1 Clients Counseled ~ Number of finalized Intakes for clients/ beneficiaries that received HICAP services
- PM 1.2 Public and Media Events (PAM) ~ Number of completed PAM forms categorized as “interactive” events
- PM 2.1 Client Contacts ~ Percentage of one-on-one interactions with any Medicare beneficiaries
- PM 2.2 PAM Outreach Contacts ~ Percentage of persons reached through events categorized as “interactive”
- PM 2.3 Medicare Beneficiaries Under 65 ~ Percentage of one-on-one interactions with Medicare beneficiaries under the age of 65
- PM 2.4 Hard-to-Reach Contacts ~ Percentage of one-on-one interactions with “hard-to-reach” Medicare beneficiaries designated as:
 - PM 2.4a Low-income (LIS)
 - PM 2.4b Rural
 - PM 2.4c English Second Language (ESL)
- PM 2.5 Enrollment Contacts ~ Percentage of contacts with one or more qualifying enrollment topics discussed

AAA's should demonstrate progress toward meeting or improving on the Performance requirements established by CDA and ACL as is displayed annually on the *HICAP State and Federal Performance Measures* tool located online at:

<https://www.aging.ca.gov/ProgramsProviders/AAA/Planning/>

For current and future planning, CDA requires each AAA ensure that HICAP service units and related federal *Annual Resource Report* data are documented and verified complete/ finalized in CDA's Statewide HICAP Automated Reporting Program (SHARP) system per the existing contractual reporting requirements. HICAP Service Units do not need to be input in the Area Plan (with the exception of HICAP Paid Legal Services, where applicable).

HICAP Legal Services Units of Service (if applicable) ⁶

Fiscal Year (FY)	3.1 Estimated Number of Clients Represented Per FY (Unit of Service)	Goal Numbers
2020-2021	-0-	
2021-2022	-0-	
2022-2023	-0-	
2023-2024	-0-	
Fiscal Year (FY)	3.2 Estimated Number of Legal Representation Hours Per FY (Unit of Service)	Goal Numbers
2020-2021	-0-	
2021-2022	-0-	
2022-2023	-0-	
2023-2024	-0-	
Fiscal Year (FY)	3.3 Estimated Number of Program Consultation Hours Per FY (Unit of Service)	Goal Numbers
2020-2021	-0-	
2021-2022	-0-	
2022-2023	-0-	
2023-2024	-0-	

NOTE: PSA 16 DOES NOT PROVIDE HICAP SERVICES DIRECTLY – HICAP FUNDING IS ALLOCATED TO PSA 21 WHO CONTRACTS FOR HICAP SERVICES IN PSA 16 SERVICE AREA – PLEASE REFER TO THEIR AREA PLAN AND HICAP DOCUMENTS FOR ADDITIONAL INFORMATION.

1. *Description of how the AAA coordinates its disaster preparedness plans and activities with local emergency response agencies, relief organizations, state and local governments, and other organizations responsible for emergency preparedness and response as required in OAA, Title III, Section 310.*

According to the 2010 “Disaster Assistance Handbook for Area Agencies on Aging” prepared by California Department of Aging, a local AAA must prepare for disasters and participate in disaster-assistance activities on behalf of older persons and persons with disabilities within their span of control.

Eastern Sierra Area Agency on Aging (ESAAA), as part of the local Inyo County Health and Human Services Department, coordinates disaster preparedness plans and activities with local Office of Emergency Services (OES) through the HHS/ESAAA Director. The Director historically receives early notification from the local OES Commander about disaster alerts, and begins the coordination with other local, state, and federal government organizations, as well as with local hospitals and private health care entities. Regularly updated telephone call trees, and annual staff trainings ensure activation of groups of HHS employees to provide: (1) access to the updated GPS database identifying the residential location of all functional access need elderly individuals in Inyo County, as well as their identified health care issues and needs; (2) evacuation and shelter care; (3) basic food and nutrition; (4) coordination with Red Cross and Salvation Army; (5) access to client databases and direct client records; and (6) medical/health care response.

As a two-county PSA, the Director also coordinates with the contracting agency in Mono County to ensure service delivery and other needs are addressed in the event of a disaster. The point person in Mono County is the Social Services

Director who, like the HHS/ESAAA Director, is charged with coordination with their OES during a disaster.

2. *Identify each of the local Office of Emergency Services (OES) contact person(s) within the PSA that the AAA will coordinate with in the event of a disaster.*

Name	Title	Telephone	E-Mail
Kathy Peterson	Mono County Social Services Director	Office: 760 924-1763 Cell: 760 937- 6518	kpeterson@mono.ca.gov
Nate Greenberg	Inyo County Administrative Officer	Office: 760 878-0377	ngreenberg@inyocounty.us

3. *Identify the Disaster Response Coordinator within the AAA.*

Name	Title	Telephone	E-Mail
Mikaela Torres	Emergency Services Manager	Office: 760 878-0120	mtorres@inyocounty.us
Taylor Hartshorn	Disaster Program Manager	Cell: 760 878-8294	thartshorn@inyocounty.us

4. List critical services the AAA will continue to provide after a disaster and describe how these services will be delivered.

Critical Services	How Delivered?
<p>a. Outreach to frail, vulnerable older adults for well-being checks, identified through GPS database and California Aging Reporting System (CARS) database, Adult Protective Services, and In-Home Supportive Services caseload information.</p> <p>b. Provision of emergency shelters and/or heating/cooling centers</p> <p>c. Basic food and nutrition</p> <p>d. Access to critical medications, health services</p> <p>e. After-disaster follow-up assessment</p>	<p>a. By telephone and door-to-door, as determined by OES in consultation with AAA Disaster Response Coordinator</p> <p>b. Community-based shelters and centers will be available within close travel distances; assisted transportation will be provided, as needed.</p> <p>c. (1) Delivery of hot and/or frozen meals as capability allows, including shelf-ready (2) Access to disaster related CalFresh services</p> <p>d. Via local OES-Red Cross vendor agreements for pharmaceuticals, oxygen/other health care apparatus and care</p> <p>e. Telephone and/or in-person welfare checks</p>

5. List any agencies with which the AAA has formal emergency preparation or response agreements.

ESAAA is part of local County government, and as such, is formally obligated to be part of the local government OES system, as is the contracting agency in Mono County. As part of the County Emergency Response Systems:

- Red Cross-Los Angeles chapter
- Inland Counties Emergency Medical Services Authority (ICEMA)
- CalFresh (Food Stamps) agreement between Inyo and Mono Counties

6. ***Describe how the AAA will identify vulnerable populations, and follow-up with these vulnerable populations after a disaster event.***

Identification of vulnerable populations will be conducted in Inyo County through a GPS-linked database showing residential locations of all individuals with access and functional needs. Also available in both Inyo and Mono Counties are client records and the CARS database, as well as IHSS data systems.

County law enforcement agencies in both counties typically send personnel door-to-door for well-being checks of those individuals identified in the GPS database and for those identified by staff accessing the CARS database or other proprietary databases. Telephone and door-to-door follow-up also is provided by a range of County employees, in consultation with AAA Disaster Response Coordinator, to identify needs and request services.

SECTION 15 - REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES PSA 16

Older Americans Act Reauthorization Act of 2020 Section
307(a)(8)
CCR Article 3, Section 7320(c), W&I Code Section 9533(f)

Complete and submit for CDA approval a separate Section 15 for each direct service not specified in Section 14. The request for approval may include multiple funding sources for a specific service.

Check box if not requesting approval to provide any direct services.

Identify Service Category: Health Promotion Evidence-Based

Check applicable funding source:

- IIIB
- IIIC-1
- IIIC-2
- IIID
- IIIE
- VIIA
- HICAP

Request for Approval Justification:

- Necessary to Assure an Adequate Supply of Service OR
- More cost effective if provided by the AAA than if purchased from a comparable service provider.

Check all fiscal year(s) the AAA intends to provide service during this Area Plan cycle.

FY 20-21 FY 21-22 FY 22-23 FY 23-24

Justification: Comparable service provider not available within this service area.

**GOVERNING BOARD MEMBERSHIP
2020-2024 Four-Year Area Plan Cycle**

CCR Article 3, Section 7302(a)(11)

Total Number of Board Members: 5

Name and Title of Officers:

Office Term Expires:

Jennifer Roeser, Chairperson	January 2025
Scott Marcellin, Vice Chairperson	January 2027

Name and Title of All Members:

Board Term Expires:

Matt Kingsley	January 2025
Jeff Griffiths	January 2025
Trina Orrill	January 2027

**ADVISORY COUNCIL MEMBERSHIP
2020-2024 Four-Year Planning Cycle**

Older Americans Act Reauthorization Act of 2020 Section 306(a)(6)(D)
45 CFR, Section 1321.57
CCR Article 3, Section 7302(a)(12)

Total Council Membership (include vacancies) 9

Number of Council Members over age 60 6

	<u>% of PSA's 60+Population</u>	<u>% on Advisory Council</u>
Race/Ethnic Composition		
White	64%	100%
Hispanic	25%	0%
Black	1%	0%
Asian/Pacific Islander	2%	0%
Native American/Alaskan Native	8%	0%
Other (2 or more)	3%	0%

Office Term Expires:

Roger Rasche	December 2024
Sandy Lund	December 2024
Kelli Davis	December 2023
Heidi Dougherty	December 2024
Trina Orrill (Appointed in January of each year)	December 2023
Patti Hamic-Christensen	December 2023
Vacant – Recruiting (Family Caregiver)	December 2023
Vacant – Recruiting (Health Care)	December 2023
Vacant - Recruiting	December 2024

Office Term Expires:

(no other members)	

Indicate which member(s) represent each of the “Other Representation” categories listed below.

	Yes	No	
Low Income Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roger Rasche
Disabled Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roger Rasche
Supportive Service Provider Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Kelli Davis, Patti Hamic-Christensen
Health Care Provider Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Vacant
Family Caregiver Representative	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vacant
Local Elected Officials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trina Orrill
Individuals with Leadership Experience in Private and Voluntary Sectors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Kelli Davis, Sandra Lund, Roger Rasche, Heidi Dougherty

Explain any "No" answer(s): This position is being recruited.

Briefly describe the local governing board’s process to appoint Advisory Council members:

Vacant positions are advertised in local media and includes targeted outreach to fill unfilled categories of representation, while also working to ensure appropriate geographical representation. Upon the closing of the recruitment, the appointment of Advisory Council members will be placed on the agenda for a public meeting of the Governing Board, at which time the Governing Board will appoint Advisory Council members for designated terms of office. All such meetings are publicly noticed in accordance with Brown Act requirements.

2020-2024 Four-Year Area Planning Cycle

This section must be completed and submitted annually. The Older Americans Act Reauthorization Act of 2020 designates legal assistance as a priority service under Title III B [42 USC §3026(a)(2)]¹².

CDA developed *California Statewide Guidelines for Legal Assistance* (Guidelines), which are to be used as best practices by CDA, AAAs and LSPs in the contracting and monitoring processes for legal services, and located at: https://aging.ca.gov/Providers_and_Partners/Legal_Services/#pp-gg

1. Based on your local needs assessment, what percentage of Title IIIB funding is allocated to Legal Services? **Discuss:** Needs identified during the needs assessment clustered in the largest numbers around isolation, transportation, assistance with activities of daily living, and having enough money to meet the basic needs of food, clothing, and shelter. While legal services were not identified as one of the higher priorities, assistance with legal issues such as wills/trusts, evictions, and benefits was identified as a need. The minimum percentage identified during the area planning and subsequent updates is 10%. However, funding has been provided at a higher level than the minimum percentage.
2. Specific to Legal Services, has there been a change in your local needs in the past four years? If so, please identify the change (include whether the change affected the level of funding and the difference in funding levels in the past four years). **Yes/No, Discuss: No** There were minimal significant changes noted in local needs, although there has been a new focus on housing/eviction related issues and advanced health care directives as reported by the contractor, with the needs assessment priority still identifying legal assistance for matters such as contracts, wills, estate planning and related issues. The pandemic did result in some increased need as it relates to navigating legal issues related to housing and funds provided through relief funding were allocated in this manner. The base allocation, and subsequent one-time only funding, continued to be contracted at the 10% minimum percentage with an additional ~\$10,000 of supportive service funding.
3. Specific to Legal Services, does the AAA’s contract/agreement with the Legal Services Provider(s) (LSPs) specify that the LSPs are expected to use the California Statewide Guidelines in the provision of OAA legal services? **Yes/No, Discuss: Yes** ESAAA contracts legal services in compliance with CDA requirements and ensures that the contractual agreement includes the expectation that the contractor will use California Statewide Guidelines in the provision of legal services.
4. Does the AAA collaborate with the Legal Services Provider(s) to jointly establish specific priority issues for legal services? If so, what are the top four (4) priority legal issues in your PSA? **Yes/No, Discuss: Yes** The top four legal issues include housing/eviction related issues, advanced health care directives, assistance with public funding access, and legal matters involving contracts, wills and estate planning.

5. Specific to Legal Services, does the AAA collaborate with the Legal Services Provider(s) to jointly identify the target population? **Yes/No, Discuss: Yes** The AAA and contractor communicate as needed to ensure that more isolated and target populations' legal needs are addressed through access. Sharing information as to types of calls and identifying any trends in types of calls or underserved populations/areas is communicated in order to better coordinate and plan.
6. Specific to Legal Services, what is the targeted senior population and mechanism for reaching targeted groups in your PSA? **Discuss:** The targeted aging population is low-income and disabled seniors. However, other target population factors such as language access, HIV, geographic isolation are also prioritized for service.
7. How many legal assistance service providers are in your PSA? **Complete table below.**

Fiscal Year	# of Legal Assistance Services Providers
2020-2021	1
2021-2022	1
2022-2023	1
2023-2024	1

8. What methods of outreach are Legal Services Providers using? **Discuss:** Outreach methods include, but are not limited to, a combination of written materials provided at congregate meal sites and through home-delivered meals, mailings to family caregivers, and in-person and/or videoconference presentation at Senior Centers throughout the PSA.

² For Information related to Legal Services, contact Jeremy A. Avila at 916 419-7500 or Jeremy.Avila@aging.ca.gov

9. What geographic regions are covered by each provider? **Complete table below:**

Fiscal Year	Name of Provider	Geographic Region covered
2020-2021	California Indian Legal Services	Inyo and Mono Counties
2021-2022	California Indian Legal Services	Inyo and Mono Counties
2022-2023	California Indian Legal Services	Inyo and Mono Counties
2023-2024	California Indian Legal Services	Inyo and Mono Counties

10. Discuss how older adults access Legal Services in your PSA and whether they can receive assistance remotely (e.g., virtual legal clinics, phone, U.S. Mail, etc.). **Discuss:** Access is affected in person, by phone, through remote outreach, and virtual platforms.

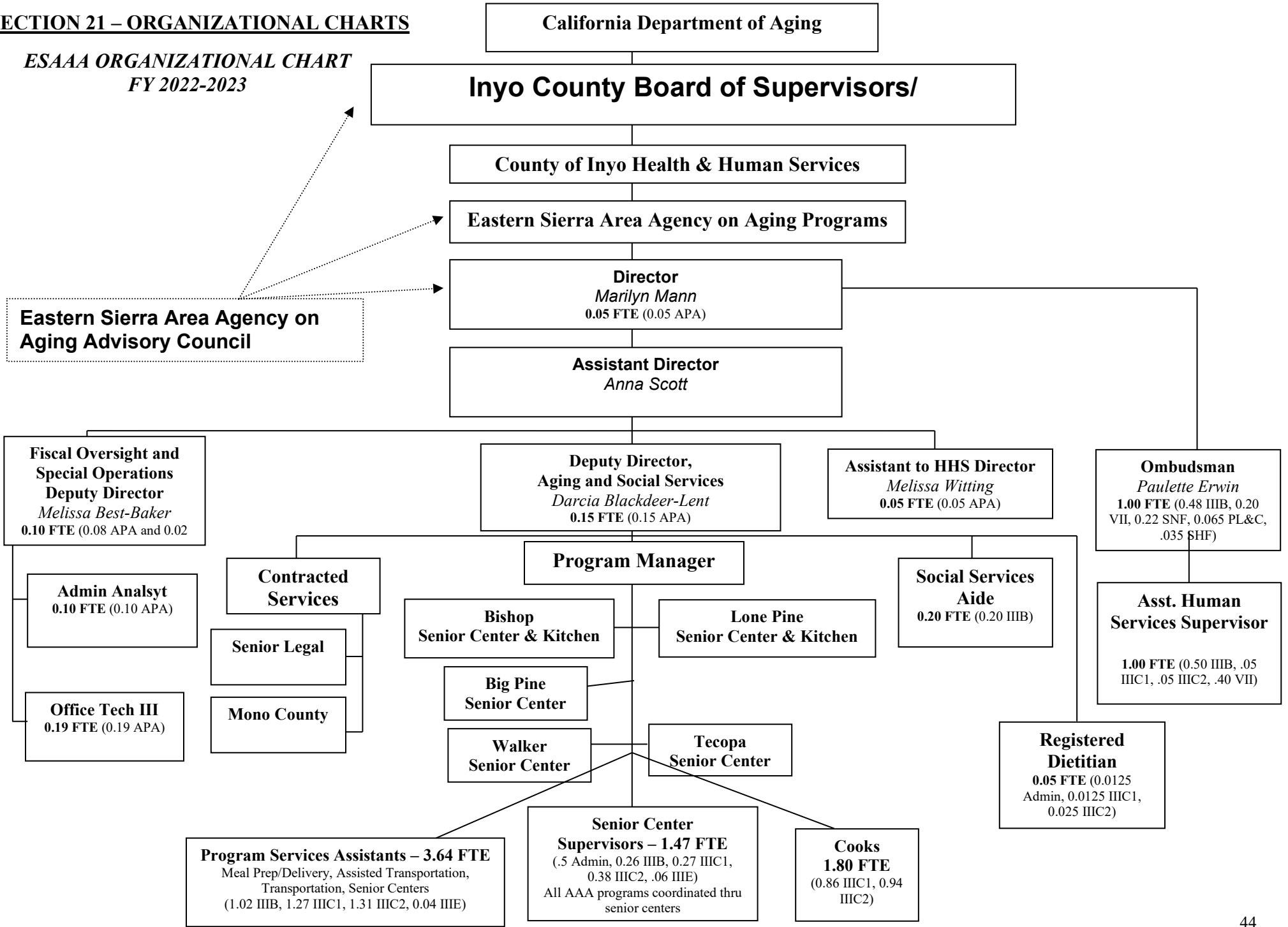
11. Identify the major types of legal issues that are handled by the Title IIIB legal provider(s) in your PSA (please include new legal problem trends in your area). **Discuss:** As indicated above, assistance with evictions/rental issues, advanced health care directives, contracts/wills/estates, and assistance with accessing public aid. More recently, during the pandemic, there was an increase in need for eviction/rental related legal issues.

12. What are the barriers to accessing legal assistance in your PSA? Include proposed strategies for overcoming such barriers. **Discuss:** Barriers within the PSA include the expansive 13,000 + square miles of geography, which is sparsely populated and unreliable and/or unavailable internet/technology options. These two factors combine to make it difficult for private sector for-profit businesses or health care providers to sustain services in the PSA. Therefore, much of the specialty care and shopping requires extensive assistance with transportation out of the PSA and event within the PSA. The prioritization of supportive services dollars towards access to services results in less funding availability for legal assistance. However, to support maximizing the available funding to extend to these remote areas, virtual access has been made available at 5 of the 6 focal points, allowing eligible residents access to legal service resources.

13. What other organizations or groups does your legal service provider coordinate services with? **Discuss:** The provider coordinates services with other ESAAA programs, Social Services programs in both counties, the LTC Ombudsman, and with the local bar to ensure a continuum of legal information/services throughout the PSA>

SECTION 21 – ORGANIZATIONAL CHARTS

**ESAAA ORGANIZATIONAL CHART
FY 2022-2023**



FY 21/22 Administrative (APA) FTE's is 1.12 = \$80,666 in Salaries and Benefits + \$31,068 in other costs (A-87, rent, etc.) for a total of 106,015, which is covered by the CDA Administrative Allocation of \$163,242 and match in the amount of \$54,507 cash.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 28, 2023

Reference ID:
2023-3510

Appointment of Planning Commissioners to Represent the First and Third Supervisorial Districts

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Reappoint Todd Vogel as the Third District Planning Commissioner and appointment Howard Lehwald as First District Planning Commissioner.

BACKGROUND / SUMMARY / JUSTIFICATION:

First and Third District Planning Commissioners Lanie Sommers' and Todd Vogel's terms expired at the end of 2022. Two new Board of Supervisors members were also elected to the same two Districts and began their terms in January 2023. Mr. Vogel was asked by the new Third District Supervisor Scott Marcellin to continue as the Third District Planning Commissioner and has sent a letter of interest to be re-appointed (attached). Due to the District realignment, Ms. Sommers no longer lives in the First District and cannot continue on the Planning Commission as the First District Commissioner.

Interest has been expressed from Mr. Howard Lewald for the First District Planning Commission appointment. Pursuant to Inyo County Code Section 2.40.020, appointments to the Planning Commission shall be proposed by each supervisor from citizens residing in their specific district. Supervisor Orrill, First District Supervisor, has interviewed Mr. Lehwald as a prospective candidate and is nominating him for appointment to the vacant Planning Commission seat.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	23800
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could not appoint/re-appoint the Commissioners. This is not recommended as these appointments are currently expired and it is necessary to fill the positions to optimize the Commission’s operations. The Board could also reject one or both of the appointment candidates. This is also not recommended as they are both qualified, and attracting qualified candidates in the past has been challenging at times.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Todd Vogel Letter of Interest

APPROVALS:

Cathreen Richards	Created/Initiated - 2/14/2023
Darcy Ellis	Approved - 2/14/2023
John Vallejo	Approved - 2/14/2023
Nate Greenberg	Approved - 2/28/2023
Cathreen Richards	Final Approval - 3/13/2023

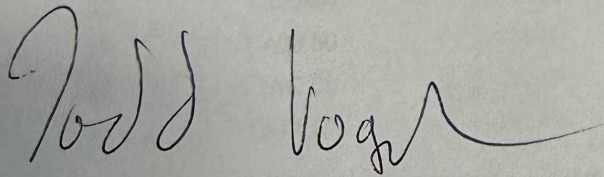
Cathreen Richards
Inyo County Planning Department

February 14, 2023

Dear Ms. Richards,
I would be honored and pleased to serve as the Third District representative to the Inyo County Planning Commission, should the Board of Supervisors desire to re-appoint me to the seat.

Thank you,

Todd Vogel
2635 Highland Drive
Bishop, CA 93514
760-920-0774
tv@eastssidesports.com

A handwritten signature in black ink that reads "Todd Vogel". The signature is written in a cursive, flowing style with a long horizontal flourish at the end.



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 28, 2023

Reference ID:
2023-3601

Approval of Contract with Inyo Council for the Arts Grants in Support of Program

Probation

ACTION REQUIRED

ITEM SUBMITTED BY

Jeffrey Thomson, Chief Probation Officer

ITEM PRESENTED BY

Jeffrey Thomson, Chief Probation Officer

RECOMMENDED ACTION:

Ratify and approve the contract between the County of Inyo and Inyo Council for the Arts of Bishop, CA for the provision of an after-school music and arts program for youth in an amount not to exceed \$45,360 for the period of July 1, 2022 through April 30, 2024, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

On April 8, 2021, Inyo County was awarded a Proposition 64 Public Health and Safety Grant from the Board of State and Community Corrections in the amount of \$779,537 for the implementation of youth development/youth prevention and intervention projects. The proposal included a subcontract with Inyo Council for the Arts. Based on the evidence that arts-based programs serving at-risk populations can be therapeutic in themselves, the program will generally focus on improving academic achievement by providing passionate teaching artists who specialize in working with youth, a safe and comfortable studio space, and thoughtful and engaging lesson plans.

This project aims to reduce the risk factors and raise the protective factors for youth through exploring art-based programs. Teaming up with Inyo Council for the Arts will provide youth with art-based experiences that lead to positive outcomes in their lives.

The target population for the program is school-aged youth with the focus on underserved and/or justice involved youth. The program will be offered countywide and will provide activities in north and south county.

FISCAL IMPACT:

Funding Source	Prop 64 Grant Funded	Budget Unit	620210
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			

Amount is not to exceed \$45,360 for the period of July 1, 2022 through April 30, 2024

Future Fiscal Year Impacts

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to approve this contract. However, this is not recommended as this contract will be paid for by funds from a state-awarded grant and will provide excellent opportunities for underserved and justice involved Inyo County youth.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. ICA Contract

APPROVALS:

Krystal Leonard	Created/Initiated - 3/8/2023
Darcy Ellis	Approved - 3/8/2023
Krystal Leonard	Approved - 3/9/2023
Jeffrey Thomson	Approved - 3/9/2023
John Vallejo	Approved - 3/14/2023
Amy Shepherd	Approved - 3/16/2023
Krystal Leonard	Approved - 3/16/2023
Nate Greenberg	Approved - 3/20/2023
Krystal Leonard	Approved - 3/20/2023
Jeffrey Thomson	Final Approval - 3/21/2023

AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNCIL FOR THE ARTS
FOR THE PROVISION OF GRANT IN SUPPORT OF PROGRAMS SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the grant in support of programs services of Inyo Council for the Arts of Inyo County (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jeffrey L. Thomson or his designee, whose title is: Chief Probation Officer. 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 July 1, 2022 to April 30, 2024 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Forty five thousand three hundred sixty dollars and 00/100***** Dollars

(\$45,360.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

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. INSURANCE.

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

9. 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.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

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

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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-two (22) below.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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-two (22) (Amendment).

22. 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.

23. 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	
<u>Inyo County Probation Department</u>	Department
<u>P.O. Box T</u>	Address
<u>Independence, CA 93526</u>	City and State
Contractor:	
<u>Inyo Council for the Arts</u>	Name
<u>150 Willow Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

24. 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 INYO COUNCIL FOR THE ARTS**
FOR THE PROVISION OF GRANT IN SUPPORT OF PROGRAMS **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

Print or Type Name
Dated: _____

By: Lynn Cooper
Signature
Lynn Cooper
Print or Type Name
Dated: 03-08-2023

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNCIL FOR THE ARTS
FOR THE PROVISION OF GRANT IN SUPPORT OF PROGRAMS SERVICES**

TERM:

FROM: 07/01/2022 **TO:** 04/30/2024

SCOPE OF WORK:

Teaching artists from across Inyo County will provide after school visual arts, music and dance classes for Inyo County students. The classes will be offered to all county students. The program will be administered by Inyo Council for the Arts (ICA), with collaboration and financial support from the Inyo County Probation Department (ICPD).

Students will acquire an understanding of the elements and principles of art. Each unit will teach specialized skills, language, and cultural relevance. We will be offering classes that are rarely, if ever, available in our county, giving students opportunities for artistic and personal growth. Our rural location means we enjoy a low student to teacher ratio, allowing assessment of each student's knowledge, talents, and struggles. Teaching artists will mentor each student and provide positive feedback and support.

School Art Days will be offered annually to K-5 students in all seven districts in Inyo County covering over 10,000 square miles. These School Art Days will provide approximately two hours of age appropriate arts and crafts projects. All students will additionally be given take home projects and art supplies.

In a safe, supportive environment, students will enjoy the additional developmental benefits of confidence, patience, collaboration, and personal growth. When the pressure of external factors are eliminated, youth can relax and be confident in ways they may otherwise struggle with, letting them get in touch with what makes them unique. We hope to see this translate into incredible art and a more self-aware, confident, and thoughtful youth.

Students are never transported by staff to or from events.

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF INYO
AND INYCO COUNCIL FOR THE ARTS
FOR THE PROVISION OF GRANT IN SUPPORT OF PROGRAMS SERVICES

TERM:

FROM: 07/01/2022 TO 04/30/2024

SCOPE OF WORK CONTINUED:

Non-Discrimination Clause and Civil Rights Compliance: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Books and Records: Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices to the

accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

Access to Books and Records: Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

Project Access: Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff, and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

Data Collection: Data collection is required for all programs that are three (3) days/sessions or longer. A Pre and Post survey (same survey) and the Ethnic, Origin, Ethnicity, or Race Form must be completed by each attending student for programs that are three (3) days/sessions or longer. These forms must be complete and returned to the Inyo County Probation Department upon submitting an invoice for reimbursement.

Name of Program: _____

Date of Entry into Program: _____

Date of Exit from Program: _____

Reason for Exit (circle answer below):

Successful completion	Dropped out or lost contact	Asked to leave	Arrest
Service not appropriate for youth		Other: _____	

Participant First Name: _____

Participant Last Name: _____

Participant Age: _____

Participant Gender (circle answer below):

Female	Male	Non-binary	Prefer to self-define
Prefer not to state	Other	Unknown	

Education Status (circle answer below):

Elementary	Middle/Junior High	High School
Not enrolled – did not graduate		Not enrolled – high school diploma or GED
Other: _____		Unknown

Employment Status (circle answer below):

Student – not looking for work	Employed – not looking for work
Employed – looking for work	Not employed – looking for work
Other: _____	Unknown

Referral Source (circle answer below):

Probation	Court	Community organization	School/truancy
Law enforcement	Service referral	Self or family referral	Outreach
Other: _____			

ETHNIC ORIGIN, ETHNICITY, OR RACE

Participant: _____

Instructions: Mark ALL boxes that apply. You may report more than one race/ethnicity group.

AMERICAN INDIAN OR ALASKAN NATIVE

ASIAN – Provide details below.

Chinese

Vietnamese

Japanese

Asian Indian

Filipino

Laotian

Korean

Cambodian

Other – Specify below (one letter per box).

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BLACK OR AFRICAN AMERICAN

HISPANIC, LATINO, OR SPANISH

MIDDLE EASTERN OR NORTH AFRICAN

NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER – Provide details below.

Native Hawaiian

Samoan

Guamanian

Other – Specify below (one letter per box).

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WHITE

OTHER ETHNIC ORIGIN, ETHNICITY, OR RACE – Print below (one letter per box).

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ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNCIL FOR THE ARTS
FOR THE PROVISION OF GRANT IN SUPPORT OF PROGRAMS SERVICES**

TERM:

FROM: 07/01/2022 **TO:** 04/30/2024

SEE ATTACHED INSURANCE PROVISIONS

**Attachment _C_: Insurance Requirements for
Services/Projects where a professional license is not required**
(Not For Construction, Environmental Hazards, Heavy Equipment Use, or Medical Services)

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 by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability:** ISO Form CG 00 01 covering general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage is required with limits no less than those listed in this paragraph for other types of loss. The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See "Additional Insurance Provisions" below.
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 \$1,000,000 per accident for bodily injury and property damage. *May be waived with signed and dated letter on Contractor's letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.*
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. *May be waived with signed and dated letter on Contractor's letterhead certifying that Contractor has no employees.*

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, 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, CG 20 26, CG 20 33, or CG 20 38; **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 and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its

*County of Inyo Insurance Standards for Services/Projects where a professional license is not required
Not for construction, environmental hazards, heavy equipment use, or medical services.*

Updated 20220526

**Attachment _C_: Insurance Requirements for
Services/Projects where a professional license is not required**
(Not For Construction, Environmental Hazards, Heavy Equipment Use, or Medical Services)

officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**Attachment _C_: Insurance Requirements for
Services/Projects where a professional license is not required**
(Not For Construction, Environmental Hazards, Heavy Equipment Use, or Medical Services)

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County 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. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
-end-



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 28, 2023

Reference ID:
2023-3605

Public Hearing and Adoption of Ordinance to Establish a \$1 Recording Fee Increase for Electronic Recording Delivery System (ERDS) Program

Clerk-Recorder
ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Sexton, Clerk/Recorder

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

- A) Hold a public hearing for public input on the proposed \$1 Recording Fee increase; and
- B) Approve Ordinance 1294, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California Imposing an Additional One Dollar (\$1) Fee for Each Instrument That is Recorded by the County to Pay the Direct Cost of Regulation and Oversight of Electronic Recording by the Attorney General," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Per Government Code § 27391 and Board Resolution 2022-38, the Board of Supervisors has authorized the County Clerk-Recorder to establish an Electronic Recording Delivery System (ERDS) and obtain system certification from the ERDS Program as established by the Attorney General. The Electronic Recording Delivery Act (ERDA) of 2004 requires the Attorney General to certify and provide oversight for any electronic recording delivery system being developed by a county. The Attorney General has established the ERDS Program within the Department of Justice, which is responsible for implementing the requirements of the law.

In connection with the established ERDS Program for Inyo County, this Resolution authorizes the collection of an additional \$1 fee for each recorded Real Property instrument, paper, or notice per GC 27397(e)(1). There are 43 California counties with an established ERDS program and the collection of the \$1 offset fee.

The estimated revenue established by the authorized fees to be imposed by the ERDS Program are to cover the reasonable costs of the electronic recording delivery system. Based on calculation of known program expenses and revenue of historic filing counts, both ongoing annual program expenses and the new \$1 revenue are equally estimated at \$4,000 per year. Additional one-time costs in the initial year are expected to exceed revenue, and are included in our approved Recorders Micrographics budget 023401 for this fiscal year.

Historical Recording Fee changes: The current regular Recording Fee for a standard first page is \$13, \$3 for each additional page, and \$75 for each recorded instrument per SB 2 (Atkins-2018). Historically, from

2013 through 2017 a standard first page was \$14 per an additional \$1 fee collected pursuant to GC 27361 et seq for an SSN Truncation program. The regular Recording Fee for a standard first page was reduced in 2018 back to the current rate of \$13 at the sunset of that program. Approval of this resolution will establish the standard fee for the first page of each recorded document will be \$14.

FISCAL IMPACT:

Funding Source	Recorders Micrographics Fund	Budget Unit	023401
Budgeted?	Yes	Object Code	
Recurrence	One-Time Expenditure / Ongoing Expenditure		
Current Fiscal Year Impact			
The cost required to establish and provide the ERDS Program has estimated one-time costs are estimated at \$12k. Initial expenses include but are not limited to a DOJ security audit, staff background checks & fingerprinting by the DOJ, establishing a secure workstation portal, and setup of the direct interface with our main recording software. Additional expenses not covered by the new fee will be covered by Recorders Micrographics fund 023401. These expenses were included in Fiscal Year 2022/23 approved budget.			
Future Fiscal Year Impacts			
On-going annual costs are estimated at \$4k, which include annual DOJ contract expense, periodic DOJ audits, workstation maintenance, and annual software fees. The imposed \$1 fee increase to each recorded Real Property instrument, paper, or notice will not exceed actual expenses.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this Ordinance to adopt collection of an additional \$1 per recorded instrument which will result in using the County General Fund to cover the program's expenses.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Notice of Public Hearing and Ordinance Adoption - \$1 Recording Fee
2. Ordinance - \$1 ERDS Fee

APPROVALS:

Danielle Sexton	Created/Initiated - 3/9/2023
Darcy Ellis	Approved - 3/9/2023
Christian Milovich	Approved - 3/22/2023
Amy Shepherd	Approved - 3/22/2023
Nate Greenberg	Final Approval - 3/22/2023



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

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

MEMBERS OF THE BOARD
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Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

NOTICE OF PUBLIC HEARING AND ORDINANCE ADOPTION

NOTICE IS HEREBY GIVEN that pursuant to Government Code section 66018, the Inyo County Board of Supervisors will hold a public hearing at 10:15 a.m., Tuesday, March 28, 2023 in the Board of Supervisors Room, County Administrative Center, 224 N. Edwards Street, Independence to consider and adopt an ordinance titled:

“An Ordinance of the Board of Supervisors of the County of Inyo, State of California Imposing an Additional One Dollar (\$1) Fee for Each Instrument That is Recorded by the County to Pay the Direct Cost of Regulation and Oversight of Electronic Recording by the Attorney General”

Summary of ordinance: The proposed ordinance authorizes the collection of an additional \$1 fee for each recorded Real Property instrument, paper, or notice per Government Code 27397(e)(1).

This meeting will be accessible to the public both in person and via Zoom webinar: <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

If you challenge any finding, determination, or decision made regarding this project in court, you may be limited to raising only the issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered prior to the hearing.

For more information, contact the Inyo County Clerk-Recorder at (760) 878-0224.

ATTN: CLASSIFIEDS

Please publish in the Saturday, March 18 and Saturday, March 25 editions of The Inyo Register.

ORDINANCE NO. 23-XXX

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA IMPOSING AN ADDITIONAL ONE DOLLAR (\$1) FEE FOR EACH INSTRUMENT THAT IS RECORDED BY THE COUNTY TO PAY THE DIRECT COST OF REGULATION AND OVERSIGHT OF ELECTRONIC RECORDING BY THE ATTORNEY GENERAL

WHEREAS, California Assembly Bill 578 of 2004 (codified in California Government Code sections 27390-27399) authorizes a County Recorder to establish an Electronic Recording Delivery System for the recording of specified digitized and digital electronic records; and

WHEREAS, Government Code section 27397 requires any county establishing an electronic recording system to pay the Attorney General for the cost of regulations and oversight, which cost may be covered by an Electronic Recording Delivery Program fee of \$1 charged by the County for each real property instrument that is recorded. Funds collected pursuant to section 27397 may only be used for the sole purpose of supporting the Electronic Recording Delivery Act; and

WHEREAS, Government Code sections 54985 and 54986 authorize a County Board of Supervisors to increase or decrease a fee or charge, that is otherwise authorized to be levied by another provision of law, in the amount reasonably necessary to recover the cost of providing any product or service or the cost of enforcing any regulation for which the fee or charge is levied; and

WHEREAS, On October 4, 2022, pursuant to Resolution No. 2022-38, the Inyo County Board of Supervisors approved the County's participation in the Electronic Delivery System and authorized the Clerk-Recorder to bring the question of a \$1.00 increase to the recording fee under applicable law for Board consideration; and

WHEREAS, the Clerk-Recorder now requests authorization to charge an additional \$1.00 for each instrument that is recorded by the County pursuant to section 27397; and

WHEREAS, pursuant to Government Code sections 54986 and 66018(a), the Inyo County Board of Supervisors held a duly-noticed public hearing on March 28, 2023, regarding the imposition of this fee increase.

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

SECTION ONE: The Inyo County Clerk-Recorder or her designee is hereby authorized and directed to charge an additional \$1.00 for each instrument that is recorded by the County pursuant to Government Code section 27397.

SECTION TWO: The Inyo County Clerk-Recorder or her designee is hereby authorized and directed to add this fee to the Clerk-Recorder published fee schedule.

SECTION THREE: 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 _____, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Jennifer Roeser, Chairperson
Inyo County Board of Supervisors

ATTEST: _____
Nathan Greenberg
Clerk of the Board of Supervisors

BY: _____
Darcy Ellis
Assistant Clerk of the Board



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 28, 2023

Reference ID:
2023-3622

Change of Authorized Strength in the Assessor's Office County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

David Stottlemyre, Assesor, Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

- A) Change the Authorized Strength in the Assessor's Office by adding either: one (1) Administrative and Assessment Analyst at Range 74 (\$5,649 - \$6,868), or one (1) Senior Administrative and Assessment Analyst at Range 78 (\$6,210 - \$7,545), depending on qualifications; and deleting one (1) Administrative Analyst III at Range 72 (\$5,387 - \$6,544);
- B) Approve the Administrative and Assessment Analyst / Senior Administrative and Assessment Analyst job description;
- C) Reclass the current Administrative Analyst III to an Administrative and Assessment Analyst Range 74, Step E, effective March 30, 2023; and
- D) Authorize, that upon certification by the State Board of Equalization, the incumbent will automatically move into the Senior position, the first full pay period following certification.

BACKGROUND / SUMMARY / JUSTIFICATION:

Since the passage of Proposition 13, property transfers and property tax exemptions and changes in ownership have become more complex. During this period, the voters have approved sixteen ballot measures complicating the administration of the property tax system – including nine that specifically involve transfers of ownership. Assessment Analysts perform a critical role in determining whether any change in a title deed, trust, or other legal document triggers reassessment. Assessor staff must read and understand complicated legal documents involving real estate transactions and apply a variety of statutes, regulations, court decisions, and Board of Equalization (BOE) interpretations in making the determination.

The Assessor's office reviewed their operational needs and capacity, and in doing so, discovered they have the need to establish an Assessor's Department specific classification that blends aspects of their fiscal and assessment transfer operations.

The Board of Equalization (BOE) is responsible for certifying persons engaged in performing the duties of an assessment analyst for property tax purposes, and has recently developed a certification process that allows assessor's office personnel to independently perform the functions of this role. This certification will require the analyst to maintain the annual continuing education that is administered by the BOE.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010600
Budgeted?	Yes	Object Code	Salaries/Benefits
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The department would maintain its current structure if this request is not approved.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Administrative and Assessment Analyst/Senior Administrative and Assessment Analyst Job Description

APPROVALS:

Darcy Ellis	Created/Initiated - 3/21/2023
Keri Oney	Approved - 3/21/2023
Denelle Carrington	Approved - 3/21/2023
David Stottlemire	Approved - 3/21/2023
John Vallejo	Approved - 3/23/2023
Amy Shepherd	Approved - 3/23/2023
Nate Greenberg	Final Approval - 3/23/2023

Administrative and Assessment Analyst

Senior Administrative and Assessment Analyst

Administrative and Assessment Analyst (74)

Senior Administrative and Assessment Analyst (78)

DEFINITION

Under general direction the Administrative and Assessment Analyst plans, organizes, and directs the office staff in the Assessor's Office. This class displays independent initiative towards all office administrative duties to include but is not limited to department budget development, department payroll processing, department travel coordination and department supply organization, and includes performance of difficult, complex or specialized assessment office support work. This class is also the responsible liaison between office technicians and the appraisal staff which includes receipt and transfer of information from other county departments to be used for assessment purposes, and performs related work as assigned.

ESSENTIAL JOB DUTIES

Duties may include, but are not limited to, the following:

- Plans, assigns, supervises, and reviews the work of employees engaged in the day-to-day office duties of the Assessor's Office.
- Selects, trains, evaluates, and disciplines subordinate staff.
- Discusses or interprets regulations, rules, policies and property tax laws to staff and the general public.
- Retrieves and verifies all change in ownership documents from various sources.
- Reviews all change in ownership documents for accurate legal descriptions and takes corrective action as needed.
- Reviews each change in ownership document after entry to ensure proper appraisal status.
- Verifies system completion of all assessment roll changes. Problem solves all system incomplete roll changes by way of adjusting system configuration and system program mapping.
- Performs complex property services such as Property Lot Line Adjustments, Property Lot Splits and Property Lot Merges.
- Coordinates and reviews the preparation of new and revised Assessor Parcel Maps.
- Collaborates with outside vendor system personnel in the annual Business Property Statement system mapping and review as well as with multiple other system configuration issues.
- Receives, processes, and tracks all Proposition 19 requests as mandated by CA BOE.
- Generates, mails, receives, verifies and approves all institutional property tax exemptions within the county.
- Participates in the development and administration of the assigned budget including preparing budget requests and controlling expenditures.
- Prepares and updates office operation policy manuals.

- Creates and maintains office personnel files.
- Prepares payroll, keeps time records and work log.
- Processes travel reimbursements for staff.
- Maintains the department web page.
- Performs difficult, technical, complex, or specialized work, requiring considerable contact with individuals both inside and outside the County.
- Acts as an information source to the public regarding property appraisal information.
- Plans, schedules and assigns assessment support work in the performance and completion of assessment rolls such as searching a variety of recorded documents, including property rolls, to determine changes in ownerships, transfer of properties, and boundary discrepancies.
- Answers inquiries, provides information and resolves complaints from the public or County employees regarding titles, deeds, legal descriptions, and reassessment rules and provisions.
- Performs complex and technical assessment support work which may require the review of a variety of reports and records, transfers of ownership, exemption claim forms, supplemental roll assessments, appraisal, and assessment related data.
- Performs related work as assigned.
- Generates for review CA BOE required reports such as the 801 and 802 report, the Budget and Salary report, and the Homeowners Exemptions/MCL Propositions report, and all other exemptions and exclusions reports.

EMPLOYMENT STANDARDS

Education and Experience:

Administrative and Assessment Analyst:

Graduation from high school or possession of a General Education Development (GED) Certificate indicating high school graduation or equivalent.

AND EITHER PATH 1 OR PATH 2:

PATH 1 - Two (2) years of experience in a county system performing duties comparable to the Administrative Analyst class; with experience in a County Assessor's office preferred.

PATH 2 - Four (4) years of experience performing a broad range of professional, analytical and/or administrative duties in the areas of general administration, fiscal, staff development, or program analysis work. Supervisory and County Assessor's office experience is desirable; -And- A bachelor's degree from an accredited college or university. Note: Additional years of the required experience can substitute for up to two years of the required education on a year-for-year basis

Senior Administrative and Assessment Analyst:

The qualifications of the Administrative and Assessment Analyst **AND** CA Board of Equalization Assessment Analyst Certification.

Knowledge of:

- Supervisory principles and practices, including work planning, scheduling, review and evaluation and employee training and discipline.
- State revenue and taxation laws governing the preparation of the assessment and supplemental assessment rolls.
- Applicable laws, ordinances, and regulations.
- Policies, procedures, and terminology related to the department or function to which assigned.
- Procedures and methods involved in the preparation and maintenance of the assessment and supplemental assessment rolls.
- Office administrative practices and procedures including records management practices and procedures, indexing and cross-referencing.
- Correct oral and written business English usage.
- Principles of budget development and analysis and basic business arithmetic, including percentages and decimals.

Ability to:

- Plan, assign, supervise, review, and evaluate the work of others.
- Organizing and prioritizing work, meeting critical time deadlines, and following up on assignments with a minimum of supervision.
- Analyze and resolve a variety of assessment office administrative problems.
- Organize, research, and maintain office files.
- Prepare reports as required.
- Use initiative and sound independent judgment within established guidelines.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- Read and interpret maps and property descriptions.
- Accurately interpreting legal documents pertaining to property appraisal such as legal property descriptions.
- Train others in work procedures.
- Interpret, apply, and explain policies and procedures.
- Perform complex and difficult assessment office support work.
- Operate a variety of general office equipment including but not limited to, computers, printers, copiers, etc.
- Composing correspondence independently or from brief instructions.

Environment:

Work is primarily performed indoors in a standard office setting with infrequent trips outdoors in all weather conditions.

Physical:

Primary functions require sufficient physical ability to work in an office setting and operate office equipment; vision in the normal visual range with or without correction sufficient to read computer screens and printed documents; hear in the normal audio range with or without correction. **Frequent** sitting, walking, use of both legs; wrist and arm motions and upward/downward flexion of neck; fine finger dexterity of both hands, reaching, ability to grasp and hold; lifting, carrying, or pushing objects that weigh up to 15 lbs. **Occasional** climbing and bending. **Infrequent** running, lifting, carrying, or pushing objects that weigh more than 15 lbs.



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 28, 2023

Reference ID:
2023-3650

Budget Amendment for Emergency Repairs on Whitney Portal Road and Lower Rock Creek Road

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Breanne Nelums, Senior Management Analyst

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Amend the Fiscal Year 2022-2023 Road Budget 034600 as follows: increase appropriation in Construction in Progress Object Code 5700 by \$1,530,000 (4/5ths vote required).

BACKGROUND / SUMMARY / JUSTIFICATION:

Whitney Portal Road and Old Sherwin Grade Road (Lower Rock Creek Road) sustained serious damage from March 10-12 from an atmospheric weather event that caused widespread flooding. The County Administrative Officer was previously authorized by the Board on March 14th to enter into an agreement with the contractor, Spiess Construction Co. Inc., to make the necessary emergency repairs (Agenda Request Form attached). Whitney Portal Road has already been repaired by the contractor. Spiess Construction has mobilized their equipment to Old Sherwin Grade Road and has initiated repairs. Public Works is asking for your Board to approve the budget amendment for Fiscal Year 2022-2023 to provide funding for payment for this emergency work previously authorized by the Board.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	No (budget amendment being requested)	Object Code	5700
Recurrence	Ongoing expenditure until project completion.		
Current Fiscal Year Impact			
Public Works will utilize Road Department Fund Balance until approved to receive FHWA and/or CalOES reimbursement. Road had a fund balance of \$6.9 million at the end of fiscal year 21/22. Public Works currently has \$1.8 million of fund balance budgeted which leaves a balance of \$5.1 million available to cover this emergency project until FHWA or CalOES funding is received.			
Future Fiscal Year Impacts			
Additional Information			

Public Works is in the process of filling out all necessary paperwork to receive FHWA funding at a reimbursement rate of 100%. If FHWA funding is not approved, Public Works will move forward with a

request for CalOES funding, which is a reimbursement rate of 75%. If there is to be any county match, RMRA (SB1) funds will be utilized.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose not to approve the budget amendment, but this is not recommended as the contractor needs to be paid.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Initial Agenda Request Form 3-7-23

APPROVALS:

Darcy Ellis	Created/Initiated - 3/21/2023
Darcy Ellis	Approved - 3/21/2023
Breanne Nelums	Approved - 3/21/2023
Greg Waters	Approved - 3/21/2023
Denelle Carrington	Approved - 3/21/2023
John Vallejo	Approved - 3/21/2023
Amy Shepherd	Approved - 3/21/2023
Michael Errante	Approved - 3/21/2023
Nate Greenberg	Final Approval - 3/22/2023



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 14, 2023

Approval of Emergency Contract PUBLIC WORKS ACTION REQUIRED

ITEM SUBMITTED BY

Public Works

ITEM PRESENTED BY

Public Works / County Counsel

RECOMMENDED ACTION:

1. As authorized by Government Code section 54954.2(b)(1), determine by a majority vote that an emergency situation exists requiring your Board to add this item to the agenda in order to take emergency action. In the alternative, as authorized by Government Code section 54954.2(b)(2), determine by a 2/3 vote (4 supervisors) that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted.
2. Authorize the County Administrative Officer to enter into an agreement with Spiess Construction in an amount greater than \$25,000 for emergency repairs on Whitney Portal Road and Lower Rock Creek Road, on a contract approved by County Counsel.
3. Ratify any the performance of any emergency work on these roads performed since the CAO's declaration of emergency on March 7, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

Whitney Portal and Lower Rock Creek roads sustained serious damage March 10-12 from an atmospheric weather event that caused widespread flooding. Both roads are currently impassable. Public Works is asking for your Board to ratify the emergency repair work already performed, and to provide additional authorization for Spiess Construction to complete the emergency repairs as soon as possible. Such work shall be subject to a contract approved as to form by County Counsel.

There are two methods by which to add this item to the agenda, and either will suffice. Either find by a majority vote that an emergency exists, or find by a 2/3 vote (4 supervisors or a unanimous vote of the members present) that this item is urgent and did not come to the attention of the County until after the agenda was published. Staff recommends the first finding, as an emergency clearly exists.

For reference, in this situation the applicable definition of an emergency is found in California Government Code Section 54956.5(a)(1) as follows: "a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body."

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
This is currently not budgeted. A budget amendment will be brought forward for approval once amount is known.			
Future Fiscal Year Impacts			
Additional Information			

Public Works is pursuing FHWA and CalOES reimbursement but at this time all expenses will be covered by the Road budget. There is sufficient fund balance to cover the expense.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose not to approve the agreement and emergency repairs, but this is not recommended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Breanne Nelums
John-Carl Vallejo
Amy Shepherd
Mike Errante

Created/Initiated - 3/7/2023
Approval - 3/7/2023



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 28, 2023

Reference ID:
2023-3476

Inyo County 2022 General Plan Progress Report Planning Department ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Receive a presentation from staff, provide comments, and direct staff to send the 2022 General Plan Progress Report to the State Housing and Community Development Department and the State Office of Planning and Research.

BACKGROUND / SUMMARY / JUSTIFICATION:

Government Code Section 65400 requires that local agencies prepare a General Plan Annual Progress Report (APR). The purpose of the document is to report on the County's progress in implementing its General Plan. The document is being provided to the Planning Commission and Board of Supervisors for their review. Subsequently, it will be submitted to the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

In summary, the General Plan is the County's roadmap and guiding vision for land use. Upkeep and maintenance of the General Plan is a continuous process and the County implements the General Plan's vision on a day-to-day basis in its many planning projects, and strives to include the public in the decision-making process. The County provided leadership and participated in many planning activities in 2022, as identified in the attached report. It continued its building permit and project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures. The County also completed 6th Cycle Housing Element Update in August 2022.

ENVIRONMENTAL REVIEW

The APR is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			

N/A
Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could direct staff not to send the report. This is not recommended as the annual report is required to be submitted by State Law.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- 2022 General Plan Progress Report

APPROVALS:

Cathreen Richards	Created/Initiated - 3/21/2023
Darcy Ellis	Approved - 3/21/2023
John Vallejo	Approved - 3/22/2023
Christian Milovich	Approved - 3/22/2023
Nate Greenberg	Approved - 3/23/2023
Cathreen Richards	Final Approval - 3/23/2023

General Plan Annual Progress Report 2022

County of Inyo



Prepared by the Inyo County Planning Department

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I. Introduction

This report has been prepared pursuant to the requirements of Government Code Section 65400. Guidance for preparation of the report is provided by the Governor's Office of Planning and Research (OPR)¹.

The purpose of the document is to report on Inyo County's progress in implementing its General Plan. The document will be provided to the Planning Commission and Board of Supervisors for their review and submitted to the Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

Background

The County adopted a comprehensive update to the General Plan on December 11, 2001, and has amended the Plan on several occasions since. The planning process for the update took over four years, many public hearings and meetings, and substantial effort on the part of staff, the Board of Supervisors, the Planning Commission, local organizations and interest groups, and the general public.

The Plan replaced, reformatted, and/or updated a number of older General Plan Elements and other planning documents that had been adopted over the years. In addition to the many working documents, staff reports, and outreach materials, the Plan resulted in the following major documents that are utilized on a day-to-basis in the County's planning processes:

- General Plan Summary
- Background Report
- Goals and Policies Report
- Land Use and Circulation Diagrams
- Environmental Impact Report (EIR)

The Inyo County General Plan received awards of excellence from local chapters of the American Planning Association in 2001. The policy document and diagrams are available on the Planning Department's website at the following link:

<https://www.inyocounty.us/sites/default/files/2020-02/GP%20Goals%20and%20Policy%20Report%2012.2001.pdf>

Informational Document

This document is a reporting document, and does not create or alter policy. The content is provided for informational purposes only, and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

¹ General Plan Annual Progress Report Guidance. State of California, Governor's Office of Planning and Research, State Clearinghouse and Planning Unit. Revised July 11, 2007. Refer to https://www.opr.ca.gov/s_planningassistance.php

Organization

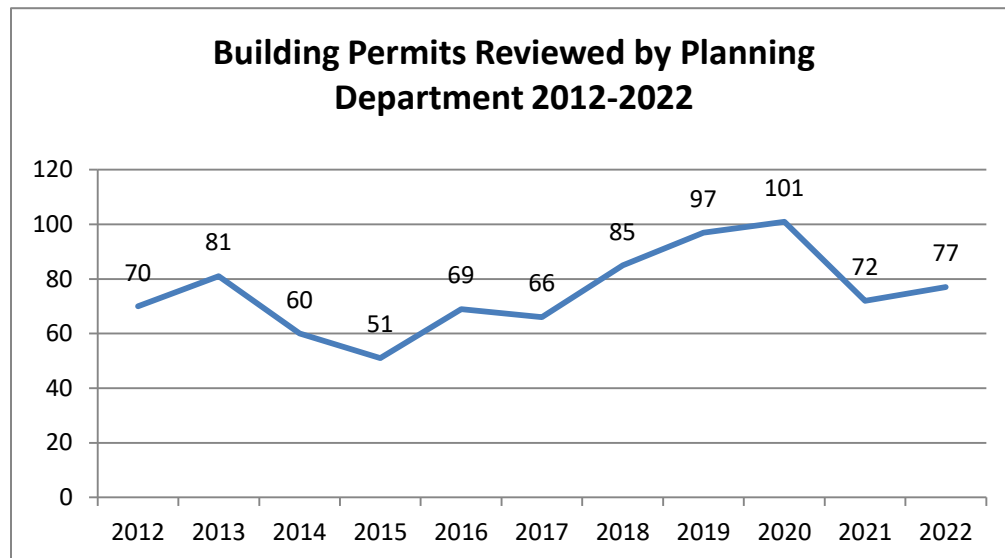
After this introduction, a summary of projects and issues addressed over the last year is provided, and then each General Plan element is addressed. Following these topics, the County’s planned General Plan and Zoning Ordinance update are addressed. Appendix A includes Government Code Section 65400. Appendix B includes the HCD reporting forms.

II. Plans, Projects, and Accomplishments

During 2022 the County processed numerous projects and participated in a variety of planning programs. The following summaries provide a brief overview of these projects and programs and are not intended to be exhaustive.

Building Permits

The total number of building permits received by the County in 2022 is unknown; however, seventy-seven building permits were reviewed by the Planning Department for zoning consistency issues in 2022. This is five more than were reviewed in 2021. Sixteen of these permits were for new housing units, 3 more than in 2021. Building permits were applied for 4 new single-family homes (2 less than in 2021), and 3 new manufactured homes (1 more than 2021) and 9 accessory dwelling units (ADU) (4 more than 2021). Six of the ADU applications were for conversions of garages and storage units to ADUs. Three Certificates of Occupancy (completed projects) were reported to have been granted by the Building and Safety Department in 2022 for residential projects. Two were for single family homes and 1 was for a shop conversion to an apartment (ADU).



Planning Permits

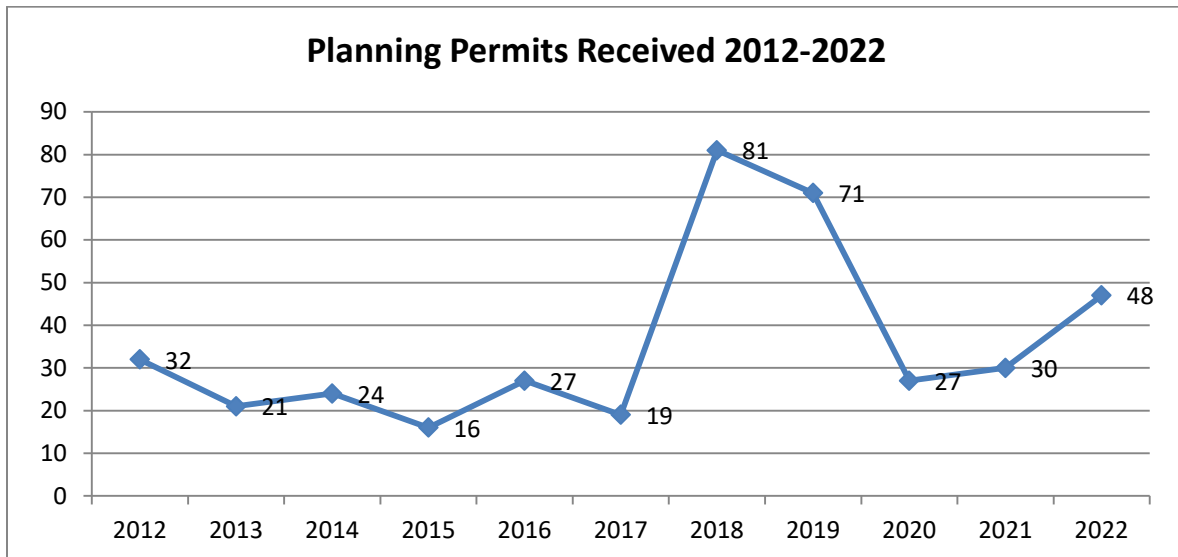
The Planning Department also processed a variety of landuse permits during 2022, including conditional use permits (CUP), variances, subdivisions, and associated environmental reviews. The breakdown in applications received is as follows:

- 3 Conditional Use Permits

- 1 General Plan Amendment
- 1 Zoning Reclassifications
- 4 Variances
- 22 Hosted Short Term Rental Permits (11 approved)
- 4 Zone Text Amendments
- 2 Renewable Energy Permits (solar)
- 1 Vested Mining Rights
- 1 Idle Mining Plan
- 5 Parcel Mergers
- 3 Lot Line Adjustments

During the past year, the Planning Commission agendas included the following application types:

- 4 Condition Use Permits – 1 Amendment
- 3 Zone Text Amendments
- 6 Variances
- 1 Mining Reclamation Plan
- 1 Mitigated Negative Declaration/Initial Study (MND/IS) (Laws Railroad Museum)
- 1 CUP Amendment
- 1 Tentative Parcel Map



Of the projects reviewed by the Planning Commission, 3 projects were also presented to the Board of Supervisors. Thirteen less applications were reviewed by the Planning Commission in 2022 than were in 2021 (17 in 2022 and 30 in 2021). Most of the decline is due to a slowdown in cannabis CUP requests. None were submitted in 2022.

Projects Reviewed by the Planning Commission During 2022

In addition to the Ordinances reviewed by the Planning Commission, the following applications were reviewed by the Planning Commission and/or Board of Supervisors during the past year:

Conditional Use Permit-2021-09/Coso Store - The applicant applied for a CUP to continue to operate a non-conforming truck stop at the property located at 20 Gills Station Road, at Coso Junction. The truck stop has been operating at the site for many years. The applicant has demolished the gas station and store to rebuild a larger facility with a store and food outlets. The truck parking area is also being expanded on the site and will allow for overnight parking. This project was exempt from the provisions of the California Environmental Quality Act (CEQA). The Planning Commission approved the project.

Variance-2021-05/Nano Farms Cannabis - The applicant applied for a fence height variance for up to 10-feet on a property zoned Open Space (OS) that is located at 377 Rosemary Lane, in the community of Sandy Valley. The applicant is requesting the fence height variance to provide extra security for a cannabis cultivation business located on the property. This project was exempt from the provisions of the California Environmental Quality Act (CEQA). The Planning Commission approved the project.

Variance 2022-01/Cassell - The applicant Aaron Cassell applied for a variance to remodel an existing garage into a single family residence for a property zoned Rural Residential (RR) that is located at 1520 Indian Springs Drive in the community of Lone Pine. The side setback requirement is 20-feet and the applicant is asking for a 5'2" encroachment. This project was Exempt under CEQA. The Planning Commission approved the project.

Amendment to Conditional Use Permit 1985-07/ Brown's Supply - The applicant applied for an amendment to their original CUP to expand the area of their salvage yard located on land leased by LADWP. The applicant has an existing 4.87-acre decomposed granite pit that the salvage yard has encroached upon. This amendment would bring the existing nonconforming salvage yard into compliance, allowing the entire 18.37-acre property to be used as a salvage yard, and change the end use for the 4.87-acre DG pit to be part of the salvage yard. The project was Exempt from CEQA. The Planning Commission approved the project.

Conditional Use Permit-2021-03/Glacier Fed Farms - Variance-2021-03/Glacier Fed Farms - Variance-2021-08/Glacier Fed Farms - The applicant requested a CUP for the cultivation of 5,000-square-feet or less of cannabis. The project included growing and drying cannabis on a 12-acre parcel located at 3080 Glacier Lodge Road near the community of Big Pine. The applicant concurrently applied for 2 variances, one for a side yard setback encroachment of 200-feet on the west side of the property and the other for a fence height variance for up to 8-feet for security. This project was a Mitigated Negative Declaration of Environmental Impact under CEQA. The

Planning Commission approved the project.

Variance 2022-02/Valero - The applicant requested a sign variance to exceed the 50-square-foot maximum sign size for an existing Port of Subs sign to 80-square-feet. The property is zoned Central Business (CB) and is located at 130 S. Edwards Street in the community of Independence. This project was Categorically Exempt under CEQA. The Planning Commission approved the project.

Conditional Use Permit-2022-01/Valero - The applicant is requesting a CUP to remove and replace an existing gas station sign that will include an electronic price reader. The project is proposed on a property located at 130 S. Edwards Street, in the community of Independence. A gas station, mini-mart and a Port of Subs restaurant are currently operating at the site. The applicant has applied for the CUP to change the current Chevron sign into a Valero sign and to include the electronic component to display gas prices. All other proposed signage changes on the site are compliant with the Central Business zone, in which the gas station is located. This project was Categorically Exempt under CEQA. The Planning Commission approved the project.

Conditional Use Permit-2022-02/Coso Signs - The applicant requested a CUP for two gas station signs to include electronic price readers. The property is zoned Highway Services and Tourist Commercial (C-2) and is located at 20 Gills Station Road, in the community of Coso Junction. A gas station and mini mart have been operating on the site for many years prior to current new development. The applicant has applied for the CUP to change an existing Chevron sign to include the electronic component to display gas prices; and to update a high rise pole sign to include an electronic component to display gas prices. This project was Categorically Exempt under CEQA. The Planning Commission approved the project.

Variance 2022-03/Coso Signs - The applicant is requesting a sign height and size variance to exceed the 50-square-foot maximum size for an electronic price reader sign to 84-square-feet; and to exceed the 25-foot sign height maximum to 50-feet. The property is zoned Highway Services and Tourist Commercial (C-2) and is located at 20 Gills Station Road, in the community of Coso Junction. This project was Categorically Exempt under CEQA. The Planning Commission approved the project.

Zone Text Amendment-2022-05/ Outdoor Seating - Staff drafted a proposed ordinance to amend the Inyo County Zoning Code Chapters 18.44 - Central Business; 18.48 - Highway Services and Tourist Commercial; 18.45 – General Commercial and Retail; and, 18.54 - Commercial Recreation of the Inyo County Code to allow outdoor seating as an accessory use. This project was Categorically Exempt under CEQA. The Planning Commission approved a resolution recommending the Board of Supervisors approve the project, which they did.

Variance 2022-04/ Scott - The applicant, Randy Scott, applied for a variance for a non-conforming accessory building consisting of a garage, to encroach 2-feet into the required 5-foot side yard setback as the result of a pending Lot Line Adjustment. The property is zoned One-Family Residence (R1), located at 2812 Sierra Vista Way in the community of Bishop. The project was Exempt under the California Environmental Quality Act. The Planning Commission approved the project.

Laws Railroad Track Expansion Project Mitigated Negative Declaration - As the Environmental Review Board for the County, the Inyo County Planning Commission was asked to consider and certify the Laws Railroad Expansion Project Mitigated Negative Declaration (MND) of Environmental Impact, pursuant to the California Environmental Quality Act (CEQA). The project proposes to expand the visitor use railcar rides by 0.7-miles. The Planning Commission approved and certified the MND.

Reclamation Plan 2020-01/Makayla II – Southwest Pumice LLC - Southwest Global Pumice was awarded a pumice materials sales contract from the Bureau of Land Management and applied for a reclamation plan as required by the Surface Mining and Reclamation Act. The proposal consists of a previously approved 12.23 exploratory drilling project that transitions into an active open-pit pumice mine. The applicant was also proposing to expand an additional 11.98 acres for a total disturbance of 25 acres. Approximately 700,000 cubic yards of material will be extracted from the site over seven years. A Mitigated Negative Declaration of Environmental Impact was been prepared and publicly noticed pursuant to the California Environmental Quality Act. The Planning Commission approved the project.

Tentative Parcel Map 422 - The applicant re-applied for a previously approved Tentative Parcel Map (TPM) 422/Olancha Lake to combine seven separate parcels into one. The request is part of a greater business plan for a commercial RV and camping business. The Planning Commission approved the project.

Zone Text Amendment-2022-02/Inyo County-Zoning Code Updates - Staff has prepared a draft ordinance updating Title 18 of the County Code to reflect: the General Plan Housing Element update; new state housing laws; and/or where the California Department of Housing and Community Development required specific policies in the Housing Element. The Planning Commission considered providing a recommendation to the Board of Supervisors to adopt these proposed changes. This project was exempt from CEQA by the ‘Common Sense Rule’ found in 14 CCR Section 15061(b)(3). The Planning Commission approved a resolution recommending the Board of Supervisors approve the project, which they did.

Zone Text Amendment-2022-03/Inyo County-Reasonable Accommodation – Staff prepared a draft Reasonable Accommodation Ordinance to remove land use, zoning and building constraints to the development of housing for individuals with disabilities to ensure equal access to housing. The Planning Commission considered providing a recommendation to the Board of Supervisors to adopt these proposed changes. This project was exempt from CEQA by the ‘Common Sense Rule’ found in 14 CCR Section 15061(b)(3). The Planning Commission approved a resolution recommending the Board of Supervisors approve the project, which they did.

Other Plans and Projects

The following discussion summarizes other projects which the County expended substantial efforts in 2021.

2021 Housing Element Update

The County's General Plan Housing Element was due for an update in 2021. The County began preliminary work on the update during the fall of 2020. This included securing a Local Early Action Planning (LEAP) grant from the State. The County expended a tremendous amount of time and effort in updating its Housing Element to meet all of the new requirements. With virtually no help, or guidance from HCD (besides references to statutes), the County addressed the new legislation and struggled through the required new Affirmatively Furthering Fair Housing (AFFH) section. Once substantive comments and edits were received from HCD the Update was completed and approved in August 2022.

Zoning Code/General Plan Update Housing Element

Once the Housing Element Update was completed, updates to County's Zoning Code were made to begin implementing the changes set forth in the Update. This included adding multi-family housing as a by right use in the County's Central Business Zone and eliminating the requirement for a Conditional Use Permit for multi-family housing with over 15-units.

Senate Bill 2 (SB-2) Planning Grant for Affordable Housing - SB2

SB2 was adopted by the State Legislature in 2017 to provide a permanent source of funding to help local jurisdictions provide affordable housing. In 2019, funding was directed at planning assistance that helps to achieve affordable housing goals. The grant funding was allocated by an "over the counter" non-competitive means to all eligible jurisdictions in the State. The county submitted an application for this funding. Since Inyo County is considered a 'small county' with regard to the SB2 funding allocations, the award was \$160,000. The County secured the SB2 grant and a contractor and began working on the project in fall 2020. The contractor and County identified parcels in the County that may be appropriate for re-designating for higher density residential use and the Draft Ad Min EIR was prepared and went through a 45-day review and comment period. This project is scheduled for a Planning Commission hearing in March 2023 and a Board of Supervisor's hearing at the end of April 2023.

Cannabis

In 2016, the California voters enacted Proposition 64, which permits and regulates recreational use of marijuana in California. Several statutes to regulate medical marijuana were passed in the 2015 legislative session – Assembly Bill (AB) 266 (Bonta, 2015), AB 243 (Wood, 2015), and Senate Bill (SB) 643 (McGuire, 2015) – becoming effective January 1, 2016. The County also included Advisory Ballot Measures G, H, and I in the 2016 election: Measure G inquired whether the voters support medical commercial cannabis businesses, H inquired whether the voters support recreational cannabis businesses, and I was for a tax on cannabis businesses. All three measures were decided in favor cannabis businesses and taxation. The County continues to monitor implementation of the legislation. The County worked throughout 2017 on cannabis regulations and adopted them in January 2018. In December 2018 the first Cannabis Business Licenses were awarded in Inyo County and subsequent CUPs began being processed in 2019 and continued into 2022.

Short-term Rentals

In 2006 the County determined that short-term vacation rentals are not permitted within the Residential Zoning Districts. The County began to investigate if this decision should be revisited,

and if so, how it might proceed. During 2016, the Board conducted several workshops, and directed staff to begin public outreach. Public workshops were conducted in 2017 and Draft regulations were prepared. In February 2018 an ordinance was approved by the Board of Supervisors allowing for the short term rental of residential properties with proper permitting. The County began approving permits for short term rentals in April 2018. During 2019 staff reviewed the successes and issues related to short-term rental permitting. The results of this review were presented to the Board of Supervisors, along with suggestions to update the short-term rental ordinance at 3 workshops. Based on public input and recommendations from the Board, updates to the short-term rental ordinance were prepared by staff and subsequently adopted by the Board. These changes included removing the availability of non-hosted short term rental permits. Currently the short-term rental ordinance is being reviewed again for possible changes.

Dark Skies – Lighting

In the 2002 update of the County’s General Plan a policy relating to lighting was include, under the Conservation and Open Space Element - Visual Resources 1.6 Control of Light and Glare. It states: *The County shall require that all outdoor light fixtures including street lighting, externally illuminated signs, advertising displays, and billboards use low-energy, shielded light fixtures which direct light downward (i.e., lighting shall not emit higher than a horizontal level) and which are fully shielded. Where public safety would not be compromised, the County shall encourage the use of low-pressure sodium lighting for all outdoor light fixtures.* This policy was never implemented through the zoning code as language was never included in the County’s zoning code for it. Due to interest from the community and members of the Board of Supervisors, County staff began a process to evaluate a possible lighting ordinance for the County. Three public outreach meetings and two Board workshops were held on the subject in 2018. The project continued into 2020, but with minimal attention due to Covid and lack of staff. This project was picked back up in 2021 and a Draft Ordinance has been completed. A recommendation from the Planning Commission was obtained and the Board approved it in April 2022.

Community Plans for Charleston View/Tecopa

Based on interest from local residents, the County embarked on preparation of Community Plans for Tecopa and Charleston View in Southeast Inyo County in 2015. Public meetings were conducted in both Charleston View and Tecopa in 2016 to kick-off the project and vision the Plan. In addition, background reports were developed for each planning area. Work continued on the plans in 2017 with visioning work. In December 2018 Draft Community Plans were presented to the communities of Charleston View and Tecopa. The Plans were well received with a few suggestions for minor changes. The County continued to try to identify and pursue grants for environmental analysis and implementation of the Plans during 2022.

Olancha Cartago Corridor Study – The County was awarded a Caltrans Sustainable Communities Grant to study a section of U.S. 395 that is currently planned to be bypassed as part of the Caltrans US 395 Olancha-Cartago four lane project. The Olancha Bypass Corridor Study (OBCS) will include both 1) a portion of US 395 from the current intersection of SR 190 northward to just past Cartago that is proposed to be relinquished to the County and 2) the portion of US 395 from the current intersection with SR 190 south to the southern end of the

bypass that will become part of SR 190. Work began on the study in 2018 that included the first public outreach meeting. This project continued through and was completed in 2019. The county has continued to research grants and various programs to implement the opportunities identified in the Study.

West-wide Energy Corridors

This project, approved in 2009, involves numerous federal agencies led by the BLM. Pursuant to a settlement agreement, the federal agencies are conducting reviews of the approved corridors. In 2016, a Corridor Study and regional reviews were released. The County provided input regarding the Region 1 Review and continues to monitor the program. In 2019, the Region 5 Review took place. The county provided numerous comments on Region 5 as it spans the length of Inyo County along the I-395 corridor. The Region 5 review continued into 2020 and the County participated in stakeholder meetings and providing comments. At the end of 2020 the Draft Report was released. The County has prepared draft comments and sent them to the Agencies in early 2021. The County will continue to monitor and comment on the Regional Reports as they go through the process to adoption.

Haiwee Geothermal Leasing Area (HGLA)

A DEIS for the HGLA was submitted by the BLM for comments beginning in 2009 (Notice of Intent) through 2012 (DEIS). It evaluated five alternatives to address the potential environmental impacts of opening approximately 22,805-acres of BLM managed federal mineral estate for geothermal energy exploration and development and leasing and for three individual leasing proposals covering approximately 4,460-acres of federal mineral estate for geothermal energy testing and development. A supplement to the DEIS and proposed amendment to the CDCA Plan, was released in 2019. It was been prepared primarily to update both documents to be consistent with changes to landuse designations and resource management strategies based on the Desert Renewable Energy Conservation Plan (DRECP). The total area under review (22,805-acres) and proposed leases (4,460-acres) are exactly the same as what was previously evaluated. The County reviewed the supplemental document with regard to comments it sent in 2009 and 2012 and sent additional comments in 2019. The County continued to monitor possible implementation of the DEIS in 2022.

Owens Valley and Haiwee Pump-back Storage Projects

During 2019, Premium Energy Holding LLC applied to the Federal Energy Regulatory Commission (FERC) for preliminary permits to study hydro-electric pump back storage projects for the North Owens Valley, and Haiwee dam areas. A preliminary permit is issued for up to four years. It does not authorize construction, but it maintains priority of an application for license while the applicant studies the site and prepares to apply for a license. The applicant is required to submit periodic reports on the status of its studies. The preliminary permit it is not necessary to apply for or receive a license. Many comments have been submitted regarding these applications. The Owens Valley proposal does not appear to be moving forward and Haiwee is. The County continued to monitor this proposal in 2020, 2021, 2022 and will continue to do so in 2023 as well as and provide comments at each opportunity.

Mining

Pursuant to the Surface Mining and Land Reclamation Act (SMARA), the County continued its oversight activities to encourage production and conservation of mineral resources while

minimizing associated environmental impacts. Staff has continued to amend County policy as the impacts of changes to SMARA that were approved by the California Legislature and Governor in 2016 are continuing to be implemented. Staff is responsible for the inspection and administration of reclamation policy for approximately 79 SMARA mines. Staff has noted a continuation from last year of a general increase in activity at many of the County's local surface mines during 2019. The increase in mining activities in 2019 and 2020 continued into 2021 and 2022. Also during 2022, many of the mines that were behind in fee payments were brought into compliance.

Brownfields Grant

In 2011 Inyo County entered into a Memorandum of Understanding (MOU) with Nye, Esmeralda, Lincoln, and White Pine counties of Nevada for the Environmental Protection Agency Brownfields Coalition Assessment Grant to conduct environmental site assessments and area-wide planning in support of renewable energy, transmission, and economic development in the vicinity of identified Brownfields sites. A subsequent grant was obtained, and the Coalition was expanded to include Esmeralda County. In 2018 the Duckwater Shoshone Tribe joined the Coalition. The County continued to participate in the Coalition during 2018. A site that was reviewed under a Brownfield grant funded Phase I environmental assessment in 2016 and a Phase II environmental assessment in 2017 was able to be successfully developed into a Grocery Outlet store with plans for the remainder of the property to be developed into the Inyo County consolidated office building. Also in 2018, a revolving loan and fund grant, applied for in 2017, was awarded to the coalition. The coalition completed updates to its website and to the Area Wide Plan. The county continued to participate in the Brownfields program during 2022.

Yucca Mountain Repository Assessment Office

Funding for development of the Yucca Mountain Repository was terminated by the Obama Administration, consequently eliminating the funding to all Affected Units of Local Government. Staff continues to monitor litigation and other activities. In 2016, the County reviewed and provided input regarding the Final Supplemental EIS for groundwater, which largely responded to the County's previous input. The County has continued through 2021 to support groundwater monitoring in its southeast area to provide data for the project and monitor the Yucca Mountain program.

Desert Renewable Energy Conservation Plan (DRECP)

The DRECP covers the Mojave and Colorado deserts to provide binding, long-term endangered species permit assurances and facilitate renewable energy project review and approvals. The DRECP planning area includes portions of Inyo County: roughly in the Owens Valley to just north of Independence, the Panamint Valley, Death Valley, and other southeast portions of the County. The County has been participating in the project since the late 2000s, which was to have been a General Conservation Plan/Natural Communities Conservation Plan. In 2014, a phased approach was taken to the DRECP whereby the Bureau of Land Management's (BLM) Proposed Land Use Plan Amendment was separated out from the NCCP component. The Final EIS and Proposed Decision were released in late 2015, which the County protested. The County approved a Programmatic Agreement regarding cultural resources related to the Plan in early 2016, and reviewed BLM's recirculation of the Areas of Environmental Concern from the draft DRECP. The Record of Decision was issued later in 2016, which dismissed the County's protest and

implemented the BLM's DRECP components. In early 2017 the BLM published a Segregation Notice for mineral entry on California Desert National Conservation Land. The County provided comments on this action and continues to monitor DRECP activities. In February 2018 a Presidential Executive Order was noticed in the Federal Register instructing the BLM to begin a scoping process for possible amendments to the DRECP. The notice specifically requested comments on how land designations identified in the DRECP might affect the ability to develop solar, wind or other renewable energy resources. The County evaluated and provided comments to the BLM regarding this request. The county continued to monitor DRECP activities through 2022 and the BLM is now looking at updating its renewable energy plans possibly including the DRECP.

Tribal Consultation Policy

In response to input from the Big Pine Tribe, the County developed a draft Tribal Consultation Policy to guide its consultation efforts under Senate Bill 18 (Burton, 2004) and Assembly Bill 52 (Gatto, 2014). The County shared the draft Policy with local Tribes and conducted multiple workshops in 2015 and 2016. The County approved the Policy in late 2016, and invited the Tribes to consult regarding development of Tribe-specific agreements. The County continues to work with the Tribes on establishing good communications and possible Tribal-specific agreements.

Coso Hay Ranch Water Export Project

The County approved a project in 2009 that pumps water from the Hay Ranch in the Rose Valley to the Coso Geothermal plants at China Lake Air Weapons Naval Station. The County continued to monitor pumping activities in 2022.

Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Plant Project

The CGR Cabin Bar Ranch Water Bottling Plant project proposes the construction and operation of a spring water bottling facility on a 34-acre site on the northeastern portion of the 420-acre Cabin Bar Ranch property, adjacent to the southern boundary of the community of Cartago and on the east side of US Highway 395. Approved in 2013, the project will pump 360 acre feet of groundwater per year. Project facilities include a 198,000-square foot water bottling plant containing four bottling lines and an associated 40,000-square foot warehouse facility. The County will continue to monitor implementation in 2022.

Crystal Geyser Olancha Bottling Plant Water Quality Investigation

The Lahontan Regional Water Quality Control Board is investigating unpermitted arsenic discharges from CGR's water bottling plant in Cartago. The County coordinated with the Water Board to conduct two public meetings regarding the investigation in 2016, as well as responding to the Grand Jury's findings regarding the issue. The County continues to monitor this situation.

North Sierra Highway Corridor/Specific Plan

In 2015, Caltrans selected the County and the City of Bishop for a grant to prepare a Corridor Plan for North Sierra Highway (generally between the Tri-County Fairgrounds and the Bishop Paiute Palace on the north side of Bishop) in 2015. The County, City of Bishop, and the Bishop Paiute Tribe worked with other interested parties in the Corridor to expand the scope of work to a Specific Plan, and the Eastern Sierra Transit Authority pledged to provide financial support to

assist doing so. In 2016, the County and its partners selected a consultant to assist in the planning process and convened an Advisory Committee to assist with coordination between the many participating agencies. Preliminary outreach commenced, existing conditions were assessed, and a visioning was initiated. A Charrette was conducted to brainstorm ideas for the Plan, and a draft Plan is anticipated in 2017. The Corridor Plan was completed in 2017. The specific plan has not been completed and staff will continue to look for grants to fund its completion. During 2022 the plan was consulted with to help Cal Trans with the Meadow Farms ADA project as the project area is within the North Sierra Highway Plan area.

Sol Smart

Through the Department of Energy's Sun Shot – Roadmap, Inyo County deployed a program to encourage small solar energy systems and energy efficiency for local residents and businesses. The County developed an expedited permitting process for small-scale solar energy systems and institutes a small-scale solar-friendly zoning ordinance. In cooperation with Southern California Edison (SCE), the County updated its General Plan to incorporate energy efficiency goals, policies, and implementation measures. Also in cooperation with SCE, the County has prepared an Energy Efficiency Revolving Loan Fund program, and is seeking seed funds to implement. Through these programs, Sol Smart, a program funded by the U.S. Department of Energy Sun Shot Initiative, has recognized Inyo County as second in the nation for taking important first steps to encourage solar energy for homes and businesses. The County is still participating in the Sol Smart program.

DWP Solar Ranch

The County is monitoring DWP's Solar Ranch proposal in the Southern Owens Valley, which intends to develop approximately 200 megawatts of photovoltaic. DWP issued a Notice of Preparation for the project in 2010, and the two locations and in 2013, DWP decided to develop a third site, located south of Independence. The County provided input regarding the Draft EIR for the project in 2013, and continues to monitor for any progress.

Zoning Code/General Plan Update

The County adopted a comprehensive General Plan update in 2001. One of the follow-up actions directed in the 2001 General Plan was to update the Zoning Code, which is a component of the Inyo County Code. Staff worked with Wildan in 2011 to prepare updated Zoning Code sections and incorporated the Planning Commission's and Board of Supervisors' input into a comprehensive Zoning Code update and prepared a related General Plan update. Staff received direction from the Board regarding several issues related to the update in 2014, including code enforcement, Digital 395, and special event permits. Environmental review is still waiting for a funding source.

Endangered Species Coordination

The County has been monitoring the US Fish and Wildlife Service's and the California Fish and Wildlife's endangered species listing work program. Most recently this included proposals for listing of various species of Joshua Trees.

Eastern Sierra Small Business Resource Center (SBRC)

In 2022 the Eastern Sierra Small Business Resource Center began buildout of a new facility on

Main Street in Bishop, and held four events to support and encourage local small business growth and entrepreneurialism. In addition, the County signed an MOU with Sierra Business Council, a 501(c)3 that runs small business development centers in small towns throughout the Sierra, to place a staff person at the new facility in Bishop. The buildout is expected to be completed by Q2 2023 and we look forward to having a full-time facility available for local small business owners to receive training, technical assistance, mentorship, access to capital resources, and other critical supports and services.

Inyo County Visitor Website

In 2022, Inyo County launched a new tourism-aimed website at www.inyocountyvisitor.com. This website provides information for visitors on the many quaint small towns throughout the County, provides information on filming and film locations, and outlines the County's many superlatives including the contiguous United States' highest peak at Mt. Whitney; lowest point at Badwater Basin in Death Valley National Park; the oldest living thing in the Ancient Bristlecone Pine Forest; and celebrating the designation of the Alabama Hills as a National Scenic Area.

New Film Commissioner

In 2022 Inyo County executed a contract for new Film Commissioner. The new Film Commissioner will be responsible for growing Inyo County Film opportunities and streamlining the filming permit process; growing social and traditional media footprint; and marketing Inyo County as a filming destination throughout the Country.

Lone Pine Housing Efforts

The County of Inyo is in the process of purchasing .5 acres of land in Lone Pine, California, for the purpose of incentivizing the development of housing. Up to 8 units may be possible on the parcel. The County continues to seek opportunities to leverage private land for the creation of new housing, while working with LADWP to identify opportunities for future land divestment.

Permanent Local Housing Allocation (PLHA)

Inyo County applied for 2019, 2020, and 2021 (PLHA) funds equaling \$490,685. Inyo County will use the funds for the predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including ADUs that meets the needs of a growing workforce earning up to 120-percent of AMI. PLHA funds will be utilized for two programs:

A) Beginning in year 1 and continuing through year 5, Inyo County will use PLHA funds to provide a low-interest loan program for low-to-moderate income homeowners in need of repairs on their single family homes, or mobile homes set on a permanent foundation, and owners of multi-family rental properties where at least half of tenants are low income households under 60% AMI; and,

B) loans to low-to-moderate income homeowners for the development of ADUs and JADUs for long-term rental, with up to 20% of the loan forgivable if the homeowner can show that the ADU has been rented for at least 5 years to a tenant with income under 60% AMI and 30% of the loan forgivable if the ADU was rented for at least 5 years to a tenant with income under 30% AMI.

Accessory Dwelling Unit (ADU) Prototypes Program

Inyo County will shortly issue an RFP for an architectural firm to build a suite of pre-approved

ADU and single family home prototype plans, which will reduce the cost of housing and ADU development and streamline the permitting process. Prototypes will be available in a variety of configurations and sizes, and will be pre-designed to meet the requirements of Inyo County's rugged climate and extreme weather.

Silver Peaks

In Partnership with Visionary Home Builders and Mammoth Lakes Housing, Inyo County helped to develop and submit an application for HCD's MHP Super NOFA for approximately \$19 million to build a 72 unit affordable housing apartment complex in Bishop.

Comprehensive Economic Development Strategy CEDS

In partnership with Mono County, Alpine County, and the Golden State Finance Authority, Inyo County issued a successful RFP and has executed a contract with a consultant to create a (CEDS). The CEDS should be complete by June 2023, and will allow the 3-county area to create an Economic Development District and become eligible for federal funds through the U.S. Economic Development Administration (EDA).

Inyo County Consolidated Office Building

The County continued, in 2019, to work towards developing a consolidated office building to house multiple departments currently located in various facilities throughout Bishop. The proposed consolidated office building will house County Counsel, the District Attorney office, the Public Guardian, Health and Human Services, Waste Management, Motor Pool, Building and Safety, Parks and Recreation, Personnel, Information Systems, Sheriff, and Probation, and possibly an Adult Education Center. The County has been considering a consolidated office building for about 20 years. In 2018, the Chair of the Board signed an agreement with a developer who will design and build the consolidated office building. A lease agreement was entered into and ground breaking for the project was spring 2020 with completion expected in 2021. On July 1, 2021 the Consolidated Office Building was issued a Certificate of Occupancy and the various County offices were moved in over a period of three weeks through the month of July 2021. The building was in full use through 2022 and many county departments are now housed there.

2022 Regional Transportation Improvement Program (RTIP)

This project involves the development and selection of transportation projects that are then programmed in specific amounts and program years for the next five-year funding cycle. The development of this program requires local and regional coordination. The program was approved by the Inyo County Local Transportation Commission (ICLTC) in November 2021 and was submitted for inclusion in the Statewide Transportation Improvement Program (STIP). The STIP has been implemented on an ongoing basis by Caltrans, County, and City of Bishop. The construction phase of the 395 Olanca Cartago 4 Lane Project has begun and therefore the project has been removed from the RTIP. Within the funding limitations of the 2022 STIP, the ICLTC has only been able to prioritize local projects but has continued to advocate moving forward the Tri-County (Kern, Mono, Inyo) MOU projects with the next in line being the SR 14 Freeman Gulch Segment 2 Project and the Mono County Conway Summit Passing Lanes. There was insufficient funding to move any of these regional projects forward. The 2022 RTIP advanced the P,S&E phase of the Lone Pine Town Rehab Project and the East Line St. Bridge

Project. The Inyo County 2022 RTIP has been supplemented with \$1.757 million of Federal COVID relief funds. The 2024 RTIP is under development and due to Caltrans in December of 2023. The construction phase of Lone Pine Town Streets Rehab will be proposed for construction within the 2024 RTIP/STIP and at least a portion of the \$1.7M match required for a Federal FLAP grant to reconstruct State Line Road will also be proposed. STIP funding has been on the decline statewide. An estimate of 2024 STIP funding from the State is due in late summer of 2023. A negative RTIP/STIP balance for Inyo County will continue for the next several cycles. It is plausible for the Inyo County RTIP to be out of the negative by 2026. This is highly dependent upon Kern COG repaying RTIP funds forwarded by Inyo County during the 2016 STIP cycle for Freeman Gulch Phase 1.

State Line Road Rehabilitation Federal Lands Access Program (FLAP) Grant

This project was approved by the Federal Highway Administration on December 14, 2022. This project will rehabilitate and widen State Line Road from Death Valley Junction to the State Line. State Line Road will be widened to 28 feet with 12-foot-wide travel lanes and two 2-foot-wide paved shoulders. Signage, striping and safety-related features will be included. The County, in partnership with the Federal Highway Administration, will complete a review of this project under the California Environmental Quality Act and the National Environmental Policy Act. This roadway experiences heavy traffic volumes and is a popular route to Death Valley. The project will improve access to Death Valley National Park, Ash Meadows National Wildlife Refuge, and Bureau of Land Management Lands. The project adjoins another FLAP project on Bell Vista Road in Nevada, which is slated for construction in 2025. State Line Road construction funding is preliminarily programmed for fiscal year 2028.

Regional Transportation Plan (RTP)

This planning document involves the development and selection of transportation projects that are then eligible to be programmed in specific amounts and program years in the Regional Transportation Improvement Program. The ICLTC is currently working under the 2019 RTP with an update due this November, the 2023 RTP. The RTP is intended to be a fiscally constrained planning document for a twenty-year period. The RTP is updated every four years. The development of this plan requires local and regional coordination. This plan was approved by the Inyo County Local Transportation Commission (ICLTC) in October 2019. The ICLTC with the help of LSC Consulting is in the process of outreach and public comment to develop the 2023 RTP update. Any road construction and transportation infrastructure beyond basic repair and maintenance within the next four years should be included in this document.

Inyo County Active Transportation Program Plan

Inyo County, with a consultant, drafted an Active Transportation Program (ATP) Plan and held public outreach meetings. The 2015 ATP was released for public review and comment and then approved by the Inyo County Local Transportation Commission in April 2016. The 2015 ATP Plan includes:

1. Bicycle Element – an update of the 2009 Inyo County Collaborative Bikeways Plan;
2. Pedestrian Element – this describes existing facilities, examines past accident records, estimates the current number of pedestrians, lists and prioritizes potential projects, and identify funding sources;

3. Recreation Trails Element – this identifies areas where there are deficiencies in motorized and non-motorized recreational trails, lists and prioritizes potential projects, estimates the number of users for a given trail segment, and describes how the projects provide for the viewing of points of interest; and
4. Safe Routes to School Element – this section creates Safe Routes to Schools maps for all areas in Inyo County and updates the Safe Routes to School maps for schools inside the City of Bishop.

The Inyo County LTC is in the process of updating its Active Transportation Plan and anticipates completion in the Fall of 2023. An Active Transportation Plan or its equivalent is a requirement to submit application for ATP grant funds. In 2018 Inyo County submitted applications for several competitive ATP Cycle 4, 2019 Grants. One of the three submissions was successful. The California Transportation Commission awarded funding for the “Lone Pine Sidewalk Construction and ADA Improvement Project.” During the 2022 ATP grant cycle, the City of Bishop applied, but was not successful. The 2022 ATP grant program was ten times over-subscribed and highly competitive. Inyo County LTC staff are currently identifying projects to try and find a competitive concept for the next ATP Cycle 7.

Eastern Sierra ATV Adventure Trails System Project

The County certified an EIR for this project in early 2015, which included potentially up to 38 combined-use routes on County roads for Off-highway vehicles. The Board approved seven of the routes for a pilot program, three of which opened in the summer of 2015. The County reached an agreement with the City of Los Angeles Department of Water and Power (DWP) to open the remaining four routes in December 2016. The pilot program is designed to test the extension of combined use routes from the existing law’s three-mile limit to a longer ten mile limit. An update hearing before the Board of Supervisors was held in December and a final report was sent to the California Legislature in December as required by the law. The Legislature has extended the pilot program for another five-year period now expiring January 1, 2025.

Local Road Safety Plan (LRSP)

The Local Transportation Commission (LTC) received in 2020 a grant to complete a local road safety plan to identify potential highway safety improvements in the City of Bishop and County of Inyo. ICLTC staff with a consultant, presented a final LRSP to the Commission in October 2022. The 2022 cycle of Highway Safety Improvement Plan (HSIP) grants required an LRSP as a pre-condition.

Highway Safety Improvement Plan (HSIP)

Inyo County Public Works received an HSIP grant to add fog-line and centerline striping at various locations throughout southern Inyo County. This striping work is complete. Public Works won another HSIP grant to replace the Onion Valley Road guardrail. Two grant proposals for the HSIP program were submitted in October 2022 for signage and safety improvements along Trona Wildrose and Emigrant Pass in Southeast Inyo County. Results will be announced in early 2023.

Inyo-Mono Integrated Regional Water Management Program (IRWMP)

The ICWD participates in this collaborative body made up of public, private, and not-for-profit entities. MOU signatories include Inyo and Mono counties, the Town of Mammoth Lakes, the

City of Bishop, tribes, water districts, and community service districts. The group consists of about 34 voting members. The mission of the Inyo Mono Regional Water Management Group (RWMG) is to “To research, identify, prioritize, and act on regional water issues, and related social and economic issues, so as to protect and enhance our environment and economy.” A Phase II Inyo Mono IRWM Plan was completed in 2012, which was revised in 2014 and again in 2019.

To date, the Inyo-Mono IRWM Program has raised more than \$7.75 million to support water infrastructure and ecosystem stewardship projects, provide technical assistance and project development services to small water systems, and engage disadvantaged communities throughout the region. Most recently, the Inyo-Mono IRWM Program was awarded \$2.762 million through Proposition 1 for nine projects, five of which are in Inyo County. Public Works will receive \$558,000 to replace water meters in Laws, Independence, and Lone Pine. In addition, Mono County will receive funding to build a groundwater model for the Tri-Valley, which is a project delineated in the Owens Valley Groundwater Sustainability Plan.

The long-term outlook for the IRWM Program is uncertain at this time. Once the Prop 1 funding is exhausted, there will be no more IRWM-specific funding available from the State. The RWMG is investigating other possible funding mechanisms to continue the Program.

Inyo/Los Angeles Long Term Water Agreement

The Inyo/Los Angeles Long Term Water Agreement (Agreement) is settlement to CEQA litigation between the County and Los Angeles concerning the operation of Los Angeles’s second aqueduct. The Agreement requires Los Angeles to manage surface water and groundwater so as to avoid any significant adverse impacts that cannot be acceptably mitigated and to provide a reliable supply of water for Inyo and Los Angeles. Activities conducted by the County and Los Angeles include annual planning of water management activities, implementation and monitoring of mitigation projects, monitoring of habitat and hydrologic conditions, and evaluation of current conditions relative to the Agreement’s goals.

Specific activities undertaken during 2021 included continued monitoring of hydrologic and environmental effects of LADWP’s test of well 385 near Fish Slough and completion of technical reports describing the results of that test. An evaluation of conditions and potential modifications to the McNally Ponds and Native Pasture project in the Laws area was commenced in 2021. Inyo and Los Angeles implemented several adaptive management measures in the LORP including revised flows in the delta habitat area and substantially revised the wetland management procedures in the Blackrock waterfowl management area according to an Interim Plan developed by Inyo and Los Angeles. Staff also implemented new monitoring programs to assess the effects of these measures. These programs are discussed in greater detail below. The development of enhanced biological monitoring at certain mitigation sites and implementation of a Type-D study of willow and cottonwood development in riparian areas of the Owens Valley continued. A significant effort is to conduct ongoing monitoring of phreatophytic vegetation and hydrologic conditions on Los Angeles’s land throughout the Owens Valley floor.

Lower Owens River Project (LORP)

The LORP is a compensatory mitigation project under the Long-Term Water Agreement with the Los Angeles Department of Water and Power (LADWP). The project was established to offset

impacts that are difficult to quantify or mitigate directly. After 15 years, the LORP is partially meeting its goals of creating a thriving and diverse ecosystem for the benefit of biodiversity and endangered species. To assess its progress, refer to the 2020 LORP Annual Report, available at: https://www.inyowater.org/wpcontent/uploads/2020/01/2019_DRAFT_LORP_ANNUAL_REP-ORT-reduced-1.pdf

The LORP project has resulted in the significant greening of river-riparian areas since 2006, but the growth of willow and cottonwood forests has fallen short of expectations. Instead of a predicted increase, there has been a net decrease in forest canopy. The absence of certain bird species, which use riparian trees for habitat and serve as indicators of project success has been noted. To address this issue, the Water Department has started a tree recruitment study, now in its second year. The study aims to document past recruitment patterns and inform future adaptive management actions that might encourage natural recruitment.

In the Project area, bulrush and cattails have filled in wetlands, and ponds, and the river, and have greatly diminished the amount of open water in the project area. Emergent vegetation continues to limit recreational access, encroach upon ranch pasture, and occupy land where tree willow might otherwise establish. In the river, the combination of warm water and high flows, which stir up accumulated organic material, can cause a decrease in dissolved oxygen. On numerous occasions this situation has led to fish kills. In response to low run-off condition, seasonal habitat flows in 2022 were less variable than in previous years and no water quality impacts to the fishery were noted. Poor water quality will likely be a permanent concern for LORP management.

Surveys completed in August 2018 found a significant increase in populations and spread of the noxious weed *Lepidium* due to flooding in 2017. A weed survey in 2021 found that the spread of *Lepidium* has somewhat stabilized, but that tamarisk had become abundant in areas that have been previously cleared. ICWD and Inyo/Mono Agricultural Department are engaged in cooperative planning to control further spread of weeds in the LORP.

In response to a 2019 LORP evaluation, changes have been made to reduce flows into the Delta Habitat Area during the growing season—this to limit the growth of emergent vegetation and improve habitat for waterfowl. Another reaction to the evaluation is a study of trees in LORP—in an attempt to understand how they established and what we might do to encourage new tree recruitment.

The project area has seen the growth of bulrush and cattails, which have filled in wetlands, ponds, and the river, reducing open water. Emergent vegetation, including the noxious weed *Lepidium*, continues to impede recreational access, encroach on pasture land, and limit the establishment of tree willows. The combination of warm water and high flows in the river can lead to decreased dissolved oxygen, which has resulted in fish kills on multiple occasions. However, there were no reported water quality impacts to the fishery in 2022. Water quality remains a permanent concern for LORP management.

Surveys conducted in 2018 showed a significant increase in the populations and spread of *Lepidium* due to 2017 flooding. A 2021 weed survey found that the spread of *Lepidium* had stabilized, but tamarisk had become prevalent in cleared areas. The ICWD and Inyo/Mono

Agricultural Department are collaborating to prevent further weed spread in the LORP.

To address the findings of a 2019 LORP evaluation, changes have been made to reduce flows into the Delta Habitat Area during the growing season, improving habitat for waterfowl and limiting emergent vegetation growth. These changes will still comply with the legally mandated average annual flow limits. Additionally, a study of trees in the LORP has been initiated to understand their establishment and inform new tree recruitment.

Another reaction to the evaluation is a study of trees in LORP—in an attempt to understand how they established and what we might do to encourage new tree recruitment. Average annual flows will still comply with legally mandated limits.

Inyo and LADWP with the support of the MOU parties, and approval of the Standing Committee approved an Interim 5-year Blackrock Waterfowl Area (BWMA) Plan in 2021. The new water management was implemented in the fall 2021. Under the plan, water is provided to three of the four basins (Drew Unit is dried for the experiment). Instead of the year round flooding called for in the original management plan, the area will receive water adequate to provide 500 acres of flooding from October to March. The flooded basins will be dried in the growing season to discourage the spread of cattail and Bulrush, which had diminished open water habitat under former management. Progress on this plan is reported in the LORP Annual Report and at a public meeting every May.

Owens River Water Trail (ORWT)

Owens River Water Trail would open up about 6 miles of river channel east of Lone Pine for recreational canoeing, kayaking, and paddle boarding. The County has been awarded two grants to construct the ORWT; \$500,032 from the California Natural Resources Agency (CRA) in 2016, and \$110,000 from California Division of Boating and Water in 2017. These funds will pay for design, engineering, and permitting for improvements at the launch and take-out facilities. LADWP funded the development and production of the draft EIR, which was completed in May 2019. The CEQA document will be certified as soon as the terms for a long-term lease with LADWP are known. The lease will allow the development of water entry and exit points that are located on LADWP owned lands.

Mitigation Projects

One of the key roles of the ICWD is to assist with, monitor, and report on the implementation and ongoing management of 64 Environmental Projects and Enhancement/Mitigation Projects, which are LADWP obligations in the Owens Valley. These mitigation projects include civic improvement, revegetation, wildlife enhancement, habitat recovery, and the LORP. These projects are mitigation measures adopted by LADWP in the 1991 EIR; projects that are provided for in the 1997 MOU; and projects developed subsequently. If mitigation goals are not being met, or projects are not being managed as stipulated, or simply not being implemented, the ICWD works with the LADWP and MOU parties to either help implement or modify the project. The full list of these projects and their status, as well as other useful information can be found in the Inyo County Water Department's webpage www.inyowater.org/mitigation. In 2022 an interactive online map of all mitigation projects was developed by the ICWD. The map can be accessed at <https://experience.arcgis.com/experience/44b652a16c4b443b9b4a2e7dc3fcb91/>. In 2020, Los Angeles and the County worked on a joint assessment of the status of mitigation projects and other activities mandated under the Agreement. Inyo County and LADWP agreed on the status of all but two of the mitigation projects (Five Bridges revegetation, and the LORP),

and one of the other mandated commitments (Haiwee Reservoir). In Inyo County's assessment, 48 projects were either complete, or they were implemented and ongoing, and 16 projects were either implemented but not meeting goals or not fully implemented. Other revegetation mitigation projects claimed complete by LADWP are being assessed and evaluated by the County.

A focus of upcoming work will be the development of scientific studies to assess habitat related projects—to determine if changes in management can improve conditions. As well, the County and LADWP are investigating moving the ponds portion of the McNally Ponds and Native Pasture Project from the McNally Ditch, where the water supply is both unreliable and/or prone to creating drawdown impacts, to an area just below Farmers Pond, where upstream water resources might allow reliable annual operation of substitute ponds in an environment more favorable to waterfowl and conducive to habitat development.

Sustainable Groundwater Management for the Owens Valley (SGMA)

The Sustainable Groundwater Management Act of 2014 (SGMA) requires that local Groundwater Sustainability Agencies (GSA) manage groundwater basins in California. The Owens Valley Groundwater Basin (Basin) includes Owens, Chalfant, Hammil, and Benton valleys, and originally, Inyo County, Mono County, City of Bishop, and the Tri Valley Groundwater Management District were designated as individual GSA's. In 2018, the four agencies withdrew as GSA's to allow the Owens Valley Groundwater Authority (OVGA) to become the exclusive GSA for the Basin. Seven additional community service districts also elected to become members of the OVGA. A grant was acquired and consultant selected to develop the Groundwater Sustainability Plan (GSP) for the Basin in late 2019. The Basin initially was designated as medium priority which requires that groundwater must be managed by a local GSA in accordance with an approved GSP. Work to prepare the GSP by staff and the consultant, Daniel B. Stephens and Associates, began in earnest in early 2019. The Basin boundary adjustment to remove the Starlight area (Starlite wells tap a different aquifer than the rest of the Basin) triggered a re-evaluation of the Basin priority by the Department of Water Resources which released a draft report in April 2019 designating the Basin as low priority. Under SGMA, low priority basins are not required to be managed by a GSA. Following several months of uncertainty, the OVGA decided that regardless of the basin status, the agency should proceed with development of the GSP. The designation of the basin as low priority was finalized in December 2019. Four agencies subsequently decided in 2020 to withdraw from the OVGA. Additional changes to the OVGA composition occurred in 2020 when the Owens Valley Committee (a local environmental group) and the Lone Pine Paiute Shoshone Tribe were added as Interested Parties.

Work on the GSP accelerated in 2020, specifically the components to acquire existing hydrologic data, describe the basin hydrology, water balance, groundwater dependent ecosystems, and hydrologic conceptual model, prepare draft sustainable management criteria, develop an online hydrologic database management system and website, and adoption of a mission statement and public engagement plan. Consultant work products for the GSP were presented at regular OVGA meetings and discussed at several evening workshops in 2020 and 2021. Unfortunately, due to coronavirus (COVID-19) pandemic restrictions, the OVGA was prevented from conducting the public process to engage stakeholders in-person as intended. The OVGA Board

meetings and stakeholder meetings are public and were migrated to a virtual format successfully. In Benton, Hammil and Chalfant valley, internet access is relatively poor, and the OVGA resorted to a slower and higher cost direct mailer to reach residents in those communities.

The final GSP including responses to public comment was adopted by the OVGA on December 9, 2021. The Basin was divided into three management areas, Tri-Valley/Fish Slough, Owens Valley, and Owens Lake based on the differing hydrologic characteristics of each area. Tri-Valley exhibits chronically declining water levels. Water levels in the Owens Valley and Owens Lake fluctuate but do not exhibit declining trends. Sustainable management criteria and management actions in the GSP reflect the desire to avoid negative results in the Owens Lake and Owens Valley areas. In Tri-Valley, the management actions prescribe a path to address identified data gaps and to seek funds to develop numerical groundwater models necessary to make informed decisions to address the declining water levels. Given the low priority status, implementation of all or parts of the GSP is at the discretion of the OVGA.

In early 2022, Mono County elected to withdraw from the OVGA. Subsequently, The Tri Valley Groundwater Management District was granted exclusive GSA status for the portion of the basin within their jurisdiction and Mono County was granted GSA status for the remainder of the Basin in Mono County. The OVGA no longer has a member with land or water management responsibility in Mono County, and the agency is responsible for sustainable groundwater management only within the Inyo County portion of the Basin excluding lands owned by Los Angeles Department of Water and Power. The Owens Lake is owned by California and managed by the State Lands Commission. The Commission has discretion to determine if measures in the GSP would be applied to operations on the lakebed.

Given the low priority status and relatively stable (fluctuating but not consistently declining) water levels in the Basin in Inyo County, the OVGA elected to implement two management measures to maintain and publish a complete database of pumping and water levels in the Basin. Inyo County will share applications for new well drilling permits with the OVGA hydrologic staff for review and inclusion in the database. The GSP identified a data gap for the amount of pumping by private pumpers and Community Service Districts. This is a relatively small component of pumping but the lacking data be acquired and added to the database under a Well Registration Ordinance adopted by the OVGA in September 2022.

Two management actions in the GSP that are no longer OVGA projects are being pursued by other agencies. Mono County has been awarded a grant through the Integrated Regional Water Management Group to develop the model for the Tri-Valley/Fish Slough portion of the Basin, and the Tri-Valley District is implementing steps to increase groundwater monitoring to address that data gap.

Local Agricultural Study

The Agriculture Department worked with a consultant to complete a study aimed at quantifying the value of local agriculture to our economy. This study was completed in 2017 and provides more in-depth analysis than the gross production value that is presented in the annual Crop and Livestock Report. Areas of analysis include comparison to other local industries, valuation of industries reliant on or linked to agriculture, economic ties between Inyo and Mono Counties, number of jobs maintained by this industry, economic contributions by crop and land ownership, a valuation of taxes generated by this industry, and estimated value of ecosystem services provided by agricultural producers. This report continues to provide valuable information to the

County.

The Agriculture Department also continued the continuing education program in 2022, but later than normal and via zoom due to Covid. The Eastern Sierra Weed Management Area and Owens Valley Mosquito Abatement Program divisions fully implemented a GIS based electronic field monitoring and reporting system that will help to provide more efficient and effective survey, treatment, and reporting of field operations.

Cannabis

The division began inspections of cultivation sites and continued inspections of retail locations. Various changes were made to the Inyo County Code in relation to cannabis with the input of industry and other county departments with the intention of improving and streamlining processes. The division also implemented a licensing system to integrate application review, renewals, taxes, and other processes into one system.

The Eastern Sierra Small Business Resource Center

In early 2022 the Eastern Sierra Small Business Resource Center was completed. It is a welcome center for the region's businesses and entrepreneurs. Its vision is to directly support the business through access to knowledge and resources, networking, collaboration space, and enhancement of the region's entrepreneurship ecosystems. It has been a long-standing vision of the Inyo County Board and Administration to provide business the support and resource they need to start, grow and thrive; thereby adding living-wage jobs for Inyo County citizens. The BRC's direct services and core activities include the navigator program, events and meetups, and business development services.

III. General Plan Elements

The General Plan details the County's guiding principles for a variety of planning topics and is the roadmap for future development. California Government Code Section 65300 et seq. provides direction and specifications for the content of the General Plan. The following seven elements are required:

- Land Use
- Circulation
- Conservation
- Open Space
- Noise
- Safety
- Housing

The elements may be combined or renamed, but basic requirements must be included. An agency may adopt any type of optional element, such as an Economic Element, at its discretion. Only the Housing Element must be certified by another agency (i.e., HCD), although the State Geologist and CalFire provide some oversight of other aspects.

The Inyo County General Plan consists of the following Elements:

- Government

- Land Use
- Economic Development
- Housing
- Circulation
- Conservation/Open Space
- Public Safety

Subtopics are included in the elements to meet California’s requirements. The following sections address implementation for each of the County’s General Plan Elements.

Government Element

The Government Element includes the following goals (i) promoting consistency of other agencies’ actions with General Plan (Goal Gov-1), (ii) encouraging collaborative planning and public participation (Goal Gov-2), (iii) increasing private land ownership (Goal Gov-3), (iv) guiding federal land actions and encouraging economic development (Goal Gov-4), (v) protecting and developing water resources (Goal Gov-5), (vi) preserving and expanding agriculture (Goal Gov-6), (vii) enhancing opportunities for recreation, including for off-road vehicles, hiking, and biking (Goal Gov-7), (viii) encouraging improved management of wildlife and fisheries (Goal Gov-8), (ix) promoting exploration, development, and reclamation of mineral resources (Goal Gov-9), (x) balancing energy development (Goal Gov-10), and (xi) enhancing transportation and preserving access (Goal Gov-11)

To achieve these goals, the County has continued dialogue with local, regional, State, and federal agencies on a variety of projects, as discussed elsewhere in this report, thereby continuing the previous coordination efforts with other agencies. The County constantly strives to ensure collaboration between national, California, and regional agencies as required by federal, State, and local regulations. The County works to make such agencies aware of County programs and policies and bring their actions into conformance with the General Plan. During 2018, the County worked with the US Forest Service, BLM, the US Fish and Wildlife Service, the National Park Service and other state and federal agencies in regional planning efforts affecting Inyo County resources.

The County also involves citizens, Native American tribes, and public interest groups in the planning process whenever feasible. Staff works to ensure that the public is made aware of all planning projects through mailings and notices in the newspaper to allow for their participation. Routine feedback and public input is requested, and the County’s website is maintained to provide for current up-to-date information regarding planning issues.

Land Use Element

The Land Use Element guides County land use policy and insures that appropriate development takes place, with adequate provision of public services and utilities. Land use designations are specified, defined, and mapped in the Land Use Diagrams. The land use designations roughly correspond to the County’s zoning districts. Public services and utilities are also addressed in the Land Use Element. Development in and around existing towns is encouraged, which is where

most building permits are issued. Potential impacts from new development are assessed under CEQA. Additional conditions of approval and mitigation may be required if deemed necessary to provide for issues such as screening, habitat conservation, parking, and noise-reduction, or otherwise address issues per the General Plan's direction.

Economic Development Element

The Economic Development Element works to support long-term efforts to improve economic conditions for all County residents, and addresses tourism, natural resources, and retail sales. Towards these ends, the County has continued to promote access to public lands and limit any new restrictions being planned. Promotions regarding Inyo County in major population centers elsewhere in the State (including at the State fair) are carried out. Filming opportunities are exploited, and several dramatic locations were featured in film, television, and other venues in 2022. There are also several new economic development programs. These are outlined in the Other Plans and Projects section.

Housing Element

The Housing Element works to provide housing for all of the community, and addresses the needs of specified populations. In 2022, the County completed its 6th Cycle Updated of the Housing Element, which was certified by HCD in August 2022. Preliminary data indicate that in 2022 sixteen new units were applied for, and that construction began on a significant number of the new units, and 3 units obtained certificates of occupancy.

The County continues to work with service providers to provide for the needs of lower- income households, the disabled, and other special needs populations, per the direction provided by the Housing Element. The County is also working to update the Zoning Ordinance, which incorporates new State zoning requirements regarding housing.

Circulation Element

The Circulation Element addresses a wide variety of topics, including roads, scenic highways, public transportation, bicycles and trails, railroads, aviation, canals, pipelines, and transmission cables. These planning programs prioritize improvement to achieve implementation measures for roadway repaving and reconstruction projects.

As discussed previously, projects are reviewed to minimize impacts, provide for parking, reduce vehicle trips, and optimize transportation access. Continuing improvement in telecommunications infrastructure provides opportunities for telecommuting and economic development, and Digital 395 provides an excellent opportunity for telecommunications enhancements locally. The County continues to work with Caltrans regarding the Olancho-Cartago Four-Lane project and is seeking ways to implement the strategies identified in the corridor study prepared for the area proposed to be abandoned.

The Adventure Trails project works to provide access and encourage economic development. Viewshed issues along scenic highways are also addressed, as they may apply. The County continues to encourage the Forest Service and other federal agencies to address local concerns

regarding appropriate motorized transport on federal lands and to otherwise maintain and improve access.

The County continues to work with and support ESTA to implement transit service throughout the County and beyond. The Short Range Transit Plan completed in 2016 and the Roles and Responsibilities Analysis started in 2010 implement the General Plan's direction to support and promote public transit and accessibility. In 2016, the County approved the Inyo County Active Transportation Plan (ATP), which includes bicycles, pedestrians, safe-routes-to-schools, and recreation trails. An update to the Regional Transportation Plan (RTP) is required every four years. The latest update was scheduled, completed and approved in 2019.

The County worked with the City of Bishop, Caltrans, and other local stakeholders to implement the Collaborative Bikeways Plan, which was adopted in 2008. This project implements the Circulation Element's bicycle goals, policies, and implementation measures. As discussed above, the Inyo 2016 ATP built upon and incorporated the policies and goals set forth in the 2008 bikeways plan. Continued coordination with LADWP, the Forest Service, and the BLM ensures appropriate trail maintenance and access to public lands.

The County continues its planning efforts towards commercial air service at the Bishop Airport. The County continues working on improving other airports in its jurisdiction by seeking grant funds and coordinating with Caltrans and the Federal Aviation Administration. The Bishop Airport layout plan and narrative was also completed and sent to the FAA for review and approval in 2019. Work continued throughout 2020 on the project and scheduled commercial passenger service to the Bishop Airport by United Express (operated by Skywest) began on December 19, 2021.

Conservation/Open Space Element

The Conservation and Open Space Element works to provide for resource management, open space for recreation, and park development. Inyo County's Open Space Element includes sections on soils, agriculture, minerals and energy, water, biology, cultural (i.e., archaeology), visual, and recreation.

The County continues its programs to support agriculture and ranching. Mineral resource development is encouraged, and the County reviews projects to ensure compliance with SMARA and other regulations. As discussed above, the Planning Commission continues its work providing oversight for reclamation plans, and staff inspected about 80 mines in 2022. The County is working with State and federal agencies to encourage appropriate mineral production.

The Environmental Health Department provides oversight and permitting for potable water and wastewater treatment systems in order to manage and improve water quality. Individual projects are reviewed to ensure that they do not adversely impact groundwater quality or quantity. Work on the LORP and other enhancement projects improve surface water quality through biological filtering. Water transfers are reviewed to minimize environmental and economic effects. Potential impacts on biological, cultural, and visual resources are analyzed for projects and programs through environmental review processes. Architectural Design review in Lone Pine is carried out to ensure compatibility. The County continues to work to improve its parks and

provide access to federal lands.

Public Safety Element

The Public Safety Element works to reduce hazards regarding air quality, floods, avalanches, wildfires, geology and seismicity, and noise. The County continues to cooperate with DWP to reduce dust from Owens Lake, and evaluates air quality issues for major discretionary projects. Building permits and other development proposals are reviewed for flooding, fire, avalanche, and faulting hazards. The County continued its work on a Hazard Mitigation Plan in 2017 and it was approved by FEMA in December 2017. In September 2018 the County's General Plan Public Safety Element was amended to add by reference the Hazard Mitigation Plan. Incorporating the MHMP into the General Plan is beneficial to the County as it adds identification of potential hazards, analysis, and mitigation language to the General Plan; and, it opens up more potential funding opportunities to the County in the event of a disaster. The Hazard Mitigation Plan and Safety Element are currently in the beginning stages of being updated and staff from several county departments will be working on it.

IV. General Plan and Zoning Code Update

The County comprehensively updated its General Plan on December 11, 2001. One of the follow-up actions was to update the County's Zoning Code per the direction provided in the General Plan. During the past several years staff has been working to update the Zoning Code and conducting workshops on proposed changes with both the Planning Commission and the Board of Supervisors. As a result of those changes to the Zoning Code, related changes to the General Plan are being considered to maintain consistency between the two documents.

During 2013, staff held numerous meetings with stakeholders and public workshops throughout the County to provide information, and receive input and feedback on the updated general plan and zoning code update. Results of the stakeholder and public outreach were presented to the Planning Commission in late 2013 and to the Board of Supervisors in early 2014. Staff is incorporating the results of public outreach, as well as comments from the Planning Commission and Board of Supervisors, and working to conduct environmental review in 2023.

V. Conclusion

The General Plan is the County's constitution and guiding vision. Due to the world's ever-changing nature, upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan's vision on a day-to-day basis in its many planning projects, and strives to include the public in the decision-making process.

The County provided leadership and participated in many planning activities in 2022, as identified in this report. It continued its project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures.

Appendix A

Government Code Section 65400

(a) After the legislative body has adopted all or part of a general plan, the planning agency shall do both of the following:

(1) Investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan, so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan.

(2) Provide by April 1 of each year an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development that includes all of the following:

(A) The status of the plan and progress in its implementation.

(B) The progress in meeting its share of regional housing needs determined pursuant to Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Section 65583.

The housing element portion of the annual report, as required by this paragraph, shall be prepared through the use of forms and definitions adopted by the Department of Housing and Community Development pursuant to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2). Prior to and after adoption of the forms, the housing element portion of the annual report shall include a section that describes the actions taken by the local government towards completion of the programs and status of the local government's compliance with the deadlines in its housing element. That report shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments.

The report may include the number of units that have been substantially rehabilitated, converted from nonaffordable to affordable by acquisition, and preserved consistent with the standards set forth in paragraph (2) of subdivision (c) of Section 65583.1. The report shall document how the units meet the standards set forth in that subdivision.

(C) The degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan.

(b) If a court finds, upon a motion to that effect, that a city, county, or city and county failed to submit, within 60 days of the deadline established in this section, the housing element portion of the report required pursuant to subparagraph (B) of paragraph (2) of subdivision (a) that substantially complies with the requirements of this section, the court shall issue an order or

judgment compelling compliance with this section within 60 days. If the city, county, or city and county fails to comply with the court's order within 60 days, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment is not carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled. This subdivision applies to proceedings initiated on or after the first day of October following the adoption of forms and definitions by the Department of Housing and Community Development pursuant to paragraph (2) of subdivision (a), but no sooner than six months following that adoption.

Appendix B

Jurisdiction	County - Unincorporated	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/30/2021 - 04/30/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		14
Total Units		14

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	0	0
SFD	4	4	2
2 to 4	0	0	0
5+	0	0	0
ADU	10	8	1
MH	3	2	0
Total	17	14	3

Housing Applications Summary	
Total Housing Applications Submitted:	17
Number of Proposed Units in All Applications Received:	17
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 28, 2023

Reference ID:
2023-3588

Update on the Bishop Airport & Air Service Public Works - Airports NO ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director - Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director - Airports

RECOMMENDED ACTION:

Receive presentation on Bishop Airport operations, planned capital improvements, and air service.

BACKGROUND / SUMMARY / JUSTIFICATION:

As we near the end of the second winter of air service, the Airport Division would like to provide the Board with an update on current and future operations at the Bishop Airport.

FISCAL IMPACT:

Funding Source	No direct budget implications from this presentation.	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Airport-Air Service Update Presentation 3.28.23

APPROVALS:

Nate Greenberg

Darcy Ellis

Nate Greenberg

John Vallejo

Created/Initiated - 3/21/2023

Approved - 3/21/2023

Approved - 3/22/2023

Final Approval - 3/22/2023

Bishop Airport and Air Service Update

March 28, 2023



Airport Operations Report

- Staffing: Deputy Public Works Director – Airports
Airport Operations Supervisor
Airport Operations Technicians (2 full + 1 part)
Office Technician
- Responsibilities: Fueling
Airfield maintenance
Aircraft Rescue & Fire Fighting
Snow Removal
Operating 3 other General Aviation airports

Operations Budget Overview

Fiscal Year 21/22			
Expenses		Revenue	
Staffing	\$ 612,753	Rents, Leases & Parking	\$ 269,781
Maintenance	\$ 27,720	Landing, Tie-Down & Ramp Fees	\$ 114,860
Fuel for Resale	\$ 1,157,473	Fuel Sales	\$ 1,418,493
General Operations	\$ 197,139	Misc.	\$ 17,367
LADWP Lease	\$ 95,558	Operating Transfer	\$ 250,000
County Cost Plan	\$ 71,825		
Total	\$ 2,162,468	Total	\$ 2,070,501

Fiscal Year 22/23 Through 3/15/23			
Expenses		Revenue	
Staffing	\$ 403,961	Rents, Leases & Parking	\$ 210,267
Maintenance	\$ 19,505	Landing, Tie-Down & Ramp Fees	\$ 93,454
Fuel for Resale	\$ 1,071,825	Fuel Sales	\$ 1,480,872
General Operations	\$ 190,096	Misc.	\$ 21,883
LADWP Lease	\$ 105,091	Operating Transfer	\$ 150,000
County Cost Plan	\$ 59,812		
Total	\$ 1,850,290	Total	\$ 1,956,476

Capital Improvement Projects

Airport Improvement Program Projects

Year	Project Description	Federal Funds	Local Funds	Total
2024	Runway 12-30 Runway Safety Area Improvement Project: Grading & Fencing	\$ 2,025,000.00	\$ 202,500.00	\$ 2,250,000.00
2024	Master Plan Update	\$ 675,000.00	\$ 75,000.00	\$ 750,000.00
2028	Perimeter fencing upgrades	\$ 900,000.00	\$ 100,000.00	\$ 1,000,000.00

Airport Infrastructure Grant Projects/Acquisitions

Year	Project Description	Federal Funds	Local Funds	Total
2023	Purchase snow removal & maintenance equipment	\$ 270,000.00	\$ 30,000.00	\$ 300,000.00
2024	Replace rotating beacon (on existing tower)	\$ 45,000.00	\$ 5,000.00	\$ 50,000.00
2026	Construct ARFF, SRE, Maintenance Building	\$ 2,020,500.00	\$ 224,500.00	\$ 2,245,000.00

Air Service – First Two Seasons

Load Factors

		DEN	SFO	LAX	Combined
Winter 21/22	December	53.6%	43.7%	34.7%	44%
	January	49.9%	27.2%	27.9%	39%
	February	58.4%	47.5%	38.3%	49%
	March	74.4%	46.7%	41.6%	56%
Summer 22	June	-	31.0%	-	45.7%
	July	-	48.1%	-	
	August	-	48.7%	-	
	September	-	49.6%	-	
Winter 22/23	December	60.4%	48.1%	-	51.2%
	January	64.2%	45.1%	-	56.8%
	February	76.4%	61.3%	-	69.7%
	March*	76.0%	63.8%	-	70.0%
	*Bookings as of 3/13				

Air Service – First Two Seasons

Reliability

Cancellations 21/22				
	Weather in Bishop	Weather elsewhere	Mechanical	Crew
SFO	0	0	4	4
DEN	0	1/2	1/2	1
LAX	0	0	2	2
Total	0	1/2	6 1/2	7

Overall Cancellation
Rate: 4.7%

Cancellations 22/23 as of 3/15/2023				
	Weather in Bishop	Weather elsewhere	Mechanical	Crew
SFO	2	2	1/2	0
DEN	2	1	0	0
Total	4	3	1/2	0

Overall Cancellation
Rate: 4.8%

Air Service – Minimum Revenue Guarantee

Winter 22/23 Minimum Revenue Guarantee:

Mammoth Mountain Direct Support

3rd Tier Subsidy

Local Agency Support

2nd Tier Subsidy

Mammoth Lakes Tourism Business Improvement District Support

1st Tier Subsidy

Air Service – Future

Where do we go from here?

Regional discussions

- ESCOG / MIAWG
- Long term funding of the MRG
- Year-round service?
- Additional winter destinations?
- Additional airlines?
- Capital investments required for air service

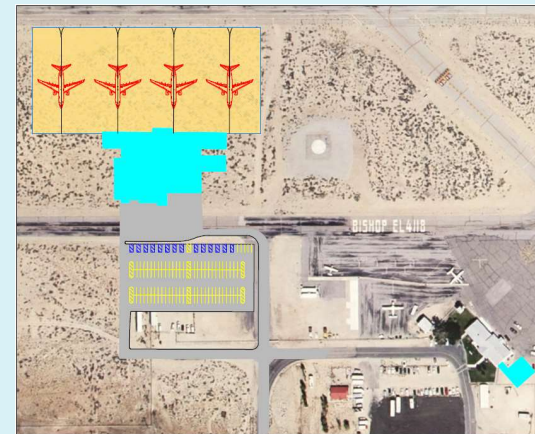
Future Commercial Service and Apron

The Vision:

- A terminal and apron in a new location
- Construction impacts minimized
- Separation of commercial & general aviation activities

The Steps:

- Demand Study
- Environmental review
- Funding
- Construction





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DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 28, 2023

Reference ID:
2023-3625

Public Administrator/Public Guardian Salary Discussion County Administrator

NO ACTION REQUIRED

ITEM SUBMITTED BY

Sue Dishion, Assistant County Administrator

ITEM PRESENTED BY

Sue Dishion, Assistant County Administrator,
Patricia Barton, Public Administrator

RECOMMENDED ACTION:

A) Receive presentation from staff regarding the County's compensation policy; B) at the request of the elected Public Administrator / Public Guardian (PA/PG), consider her request for an increase in compensation for her position; and C) provide any direction to staff.

BACKGROUND / SUMMARY / JUSTIFICATION:

In 2019, your Board directed certain staff and elected officials to conduct a compensation study, and in the summer of 2021 adopted a compensation policy based on that compensation study for Inyo County management and elected officials. The minutes and staff report from the meeting at which the policy was adopted are attached to this agenda item and are not reiterated here. Unfortunately, it was soon thereafter discovered that there was a mistake in the implementation of the compensation policy as it pertained to the PA/PG position. The correction of this error was presented to the Board in November of 2021. At that time, the PA/PG made a request to maintain the errant higher pay, but your Board determined to maintain the pay structure identified by the compensation study. The minutes and staff report from that meeting are also attached to this agenda item and not further reiterated here.

This agenda item is before you at the request of the PA/PG for her to present another request to increase her compensation. Attachments from the PA/PG in support of her request are also attached to this agenda item.

In order to maintain the integrity of the compensation study and policy, staff recommends your Board defer revisiting a revision to the compensation policy until a new compensation study is performed. A new compensation study is planned to occur in conjunction with a compensation study applicable to a broader range of county employees in approximately 2025.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	023600
Budgeted?	No	Object Code	5001
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			

The requested increase is not currently budgeted.
Future Fiscal Year Impacts
This would increase future budgets if approved.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to consider this item. Your Board could direct staff to bring back a revised compensation policy to adjust the pay of one or more management and/or elected position.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

All Departments

ATTACHMENTS:

1. June 8, 2021 Dept. Head Pay Adjustments & Resolution 2021-33
2. November 16, 2021 PA-PG Salary Correction
3. PA-PG Attachments

APPROVALS:

Darcy Ellis	Created/Initiated - 3/22/2023
Darcy Ellis	Approved - 3/22/2023
Sue Dishion	Approved - 3/22/2023
Keri Oney	Approved - 3/22/2023
John Vallejo	Approved - 3/22/2023
Amy Shepherd	Approved - 3/22/2023
Nate Greenberg	Final Approval - 3/23/2023

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 8th day of June 2021 an order was duly made and entered as follows:

**CAO-Personnel
– Dept. Head
Pay
Adjustments/
Reso# 2021-33
& Ordinances
1266, 1267**

CAO Quilter reviewed for the Board the process to more equitably set pay rates for department heads, both elected and appointed, as well as the Board of Supervisors. He noted a subcommittee, which included Supervisors Pucci and Kingsley, was formed in 2019 but the COVID-19 pandemic in 2020 put things on hold for about a year. Quilter reviewed in detail the methodology used to arrive at the proposed salary schedule, which he said is more accurate and equitable than the previous method of polling 15 like counties, which may or may not have the same positions and/or workloads. Supervisor Kingsley said the methodology and process developed over the last year or so will help future Boards as they set salaries. He said staff followed a simple but brilliant and transparent process that will also be helpful for anyone wanting to run for office. Supervisor Pucci commended staff and said they came up with an equitable solution. Supervisor Totheroh said that, as a data person, he likes the new methodology as it is simple and repeatable.

Moved by Supervisor Totheroh and seconded by Supervisor Roeser to approve the Methodology and Implementation of the salary survey identified in the Agenda Request Form Summary. Motion carried unanimously.

Moved by Supervisor Kingsley and seconded by Supervisor Roeser to approve Resolution 2021-33, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06 Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign. Motion carried unanimously.

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to waive the first reading of proposed Ordinance 1266 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for Increases in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisor," and set enactment for 11 a.m. June 15, 2021 in the Board of Supervisors Chamber, Independence. Motion carried unanimously.

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to waive the first reading of proposed Ordinance 1267 titled, "An Ordinance of the Inyo County Board of Supervisors, State of California Amending Section 2.04.040 (A) of the Inyo County Code to Provide for Increases in the Salary for Members of the Board of Supervisors," and set enactment for 11:15 a.m. June 15, 2021 in the Board of Supervisors Chamber, Independence. Before voting, Chairperson Griffiths noted he was uncomfortable voting to increase his own salary. Supervisor Roeser said she was uncomfortable as well, explaining that the rest of the Board has served for many years and done good work and deserved a raise but she hasn't served a year yet and would prefer to stay at her current salary until she has. Supervisor Kingsley said he doesn't feel uncomfortable at all – the Board members work hard and the proposed salary schedule was developed using the same methodology for the other elected and appointed positions. Moreover, he said, the County wants to attract quality candidates in the future with the capacity to address the complicated and real issues that often come before the Board. County Counsel Rudolph noted for Supervisor Roeser's sake that there is a legal way to decline the additional salary without facing income tax issues. He said that could be discussed further next week. The Chairperson called for the vote. Motion carried 4-1, with Chairperson Griffiths voting no.

WITNESS my hand and the seal of said Board this 8th
Day of June, 2021



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in blue ink that reads "Clint G. Quilter".

By: _____

Routing
CC Purchasing Personnel X Auditor CAO X Other: DATE: June 16, 2021



County of Inyo



County Administrator - Personnel

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 8, 2021

FROM: Clint Quilter, Sue Dishion

SUBJECT: Proposed Salary Adjustments for Elected and Appointed Department Heads and Officials

RECOMMENDED ACTION:

Request Board:

A) Approve Resolution 2021-33, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06 Changing Salary And/Or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign;

B) Waive the first reading of proposed Ordinance 1266 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for Increases in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisor," and set enactment for 11 a.m. June 15, 2021 in the Board of Supervisors Chamber, Independence;

C) Waive the first reading of proposed Ordinance 1267 titled, "An Ordinance of the Inyo County Board of Supervisors, State of California Amending Section 2.04.040 (A) of the Inyo County Code to Provide for Increases in the Salary for Members of the Board of Supervisors," and set enactment for 11:15 a.m. June 15, 2021 in the Board of Supervisors Chamber, Independence, for enactment; and

D) Approve the Methodology and Implementation of the salary survey identified in the Agenda Request Form Summary.

SUMMARY/JUSTIFICATION:

BACKGROUND

In January of 2019, your Board appointed a subcommittee made up of Supervisors Pucci and Kingsley to meet with elected department heads regarding elected official compensation and, subsequently, appointed department head compensation. There were a variety of issues to be addressed. These included:

- having a rational mechanism for evaluating or adjusting elected department head salaries
- the lack of any mechanism for evaluating or adjusting appointed department head salaries
- equity between elected and appointed department heads with similar responsibilities
- equity between appointed department heads promoted from within versus appointed department recruited

from outside the organization

While there was a mechanism for adjusting elected department head salaries based upon a comparison with 15 comparable counties, this mechanism was rudimentary and did not take into account variation in job scope or total compensation. Beyond this, evaluation and adjustment of elected and appointed department head salaries was rarely being done, and then it was done on an ad hoc basis with little or no consideration of scope of responsibility in comparison to other positions. There also tended to be a disparity between department heads appointed from within the organization that were typically paid less than department heads recruited from outside the organization. This normally occurred because in-house candidates did not have department head experience. However, this disparity was exacerbated by lack of a mechanism for internally promoted department heads to earn a more equitable salary as they gained experience.

On January 28, 2019, the Board subcommittee met with and formed a larger committee with all elected department heads. The included the District Attorney, Sheriff, Assessor, Auditor-Controller, Treasurer-Tax Collector, Clerk-Recorder. The committee spent a substantial amount of time discussing the relevant issues and possible mechanisms to resolve them. It was determined that a technical committee made up of elected department heads and the County Administrator would perform an analysis for presentation to the full committee. After the mechanism discussed below was developed and an analysis done, it was presented to the Board subcommittee and all elected department heads on July 11, 2019. It was presented to all appointed department heads on August 29, 2019.

The intent was to bring the analysis along with an implementation strategy to your Board for consideration in the spring of 2020 to coincide with budget development. However before this was done the COVID pandemic hit. Because of fiscal uncertainty and severe restrictions being placed on private businesses the matter was tabled. As was noted in the FY 20-21 Third Quarter Budget update, the County has weathered the pandemic well fiscally and agreements have been reached with all collective bargaining groups, including a compensation and limited classification study done in conjunction with the Inyo County Employee Association Memorandum of Understanding. Additionally, if adjustments are to be made to elected official salaries, it must be done now in order advise possible candidates of the compensation for the elected positions. Consequently, this item is now being brought forward.

METHODOLOGY

The technical committee met in March, 2019, to review a draft analysis strategy developed Auditor Control Amy Shepherd. The key element of this analysis was to select a benchmark position that was very similar for every county and to then determine how other positions were compensated in comparison to that benchmark. The benchmark position chosen was the County Administrative Officer as nearly every county has this position and the job descriptions are very similar. The other advantage of choosing this position as a benchmark is that it allows the County Administrator to review and complete the analysis objectively because that becomes the only position that is guaranteed to not have an increase in compensation.

The advantage of doing this type of analysis is that it eliminates the need to account for differences in retirement plans, insurance plans or other benefits. Those benefits will be consistent between executive positions in a given organizations and therefor do not need to analyzed between organizations.

The counties initially chosen for comparison were San Luis Obispo, Monterey, Nevada, Mariposa, Mono, Ventura, and Calaveras. These were initially chosen due to ease of obtaining information and having the necessary positions. Subsequently, we were able to identify an easy mechanism to access the information from most counties. In order to test the validity of our method, different groups of counties were used in a similar analysis for a sampling of positions. This was done in 3 ways. First, an analysis was done using the first California county alphabetically and every seventh county thereafter in an alphabetized list. Second, an analysis was done using the fourth California county alphabetically and included every seventh county thereafter in an alphabetized list. Finally, an analysis was done using the 18 California counties beginning with the letter S. All three of the analyses gave results that were within 2% of the analysis using the original counties.

Once the analysis was completed, positions were grouped into bands in order to reduce the number of different salary schedules required and to maintain consistency between positions with similar responsibilities. These banded percentages are the recommended percentage of the County Administrator Salary for each position.

ANALYSIS RESULTS

The results of the analysis are as follows with the raw percentage, a banded percentage utilized to reduce the number of different salary scales as is typical in public agencies, and the current percentage of CAO salary.

Position	Raw % of CAO Salary	Banded % of CAO Salary	Current % of CAO Salary
County Counsel	91%	91%	103%
District Attorney	87%	87%	82%
Sheriff	87%	87%	83%
HHS Director	81%	80%	71%
Public Works Director	79%	80%	80%
Asst. County Admin.	79%	80%	71%
Child Support Director	68%	69%	69%
Auditor Controller	69%	69%	62%
Probation Chief	69%	69%	69%
Assessor	68%	69%	62%
Water Director	66%	69%	63%
Planning Director	65%	63%	58%
Env. Health Director	62%	63%	58%
Clerk Recorder	61%	63%	56%
Treasurer Tax Collector	61%	63%	56%
Ag. Commissioner	59%	63%	80%
Public Guardian/Admin	40%	40%	38%
Board of Supervisors	37%	37%	31%

RECOMMENDED IMPLEMENTATION

Elected Department Heads and Board of Supervisors

It is recommended by staff and by the subcommittee that the salaries for the elected positions be moved to banded percentage of the CAO salary as determined by the analysis. These positions will also receive a COLA consistent with other employee groups. These two adjustments are reflected in the attached ordinances.

Appointed Department Heads

Staff and the subcommittee recommend that a 5-step salary scale be utilized for appointed department heads. The top step is set at the banded percentage of the CAO salary as determined by the analysis with four steps below in increments of 5% as is typical for all other county employees. This solves the issue of inequity between internal hires and external hires. Department heads can be appointed at the step in the scale that the Board feels is appropriate for their experience and expertise, while providing a consistent mechanism recognizing and compensating for experience gained.

Three of the 10 appointed positions were determined to be above market and will receive no adjustment but will receive the COLA consistent with other employee groups. It is recommended that when these positions become vacant they be filled within the banded range.

In addition to the COLA, it is recommended that the adjustment for the remainder of the positions be consistent with the implementation of the limited classification study performed as a part of the Inyo County Employee Association Memorandum of Understanding. Appointed department heads will be moved to the closest step above their current salary with a minimum of 5%. As with all other employees, they would be eligible to move to the next step annually based upon receiving a satisfactory performance evaluation from the Board of Supervisors.

Exceptions to the implementation are the Public Works Director, Child Support Director, and the Environmental Health Director. These are relative new hires who have contracts that include the step mechanism being recommended here and have been placed at the step agreed to by them and the Board. They will receive the COLA consistent with other employee groups.

As final note, this recommended analysis and implementation has been prepared as rational framework for the Board to consider when making appointment. However, the setting of salaries is solely the purview of your Board and you have complete discretion in doing so as the situation dictates.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve and provide direction to staff on a different direction.

OTHER AGENCY INVOLVEMENT:

Elected Officials, Department Heads

FINANCING:

The costs associated with these changes are included in the proposed FY 2021/2022 county budget.

ATTACHMENTS:

1. Proposed Resolution No. 2021-33
2. Proposed Ordinance 1266
3. Proposed Ordinance 1267

APPROVALS:

Darcy Ellis	Created/Initiated - 6/4/2021
Darcy Ellis	Approved - 6/4/2021
Sue Dishion	Approved - 6/4/2021
Marshall Rudolph	Approved - 6/4/2021
Amy Shepherd	Approved - 6/4/2021
Clint Quilter	Final Approval - 6/4/2021

RESOLUTION NO. 2021-33

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

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

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

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

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

ARTICLE 7. SALARIES

A. Salaries

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

Appointed Officers	July 8, 2021 and on
Ag Comm/Weights and Measures	\$13,060
County Administrator	\$16,230
County Counsel	\$16,701
Child Support Director	\$ 9,674
Environmental Health Director	\$ 9,275
Water Director	\$11,198
Health and Human Services Director	\$12,365
Planning Director	\$10,225
Chief Probation Officer	\$11,236
Public Works Director	\$12,984

PASSED AND ADOPTED this 8th day of June, 2021 by following vote of the Inyo County Board of Supervisors:

AYES: -5- Supervisors Griffiths, Kingsley, Pucci, Roeser, Tothoroh

NOES: -0-

ABSTAIN: -0-

ABSENT: -0-



Jeff Griffiths, Chairperson, Inyo County Board of Supervisors

Attest: Clint Quilter
Clerk of the Board

BY: 

Darcy Ellis, Assistant

ORDINANCE NUMBER _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE CALIFORNIA, AMENDING SECTION 2.88.040 OF THE INYO COUNTY CODE TO PROVIDE FOR INCREASES IN THE SALARY FOR CERTAIN ELECTED COUNTY OFFICIALS, EXCLUDING MEMBERS OF THE BOARD OF SUPERVISORS

The Inyo County Board of Supervisors ORDAINS as follows:

SECTION I: Authority

Government Code Section 25300 provides that the Board of Supervisors may set the compensation for elected officials by ordinance.

SECTION II: Purpose

The Board of Supervisors for the County of Inyo enacted section 2.88.040 of the Inyo County Code, which sets compensation to be received by elected county officials, excluding members of the Board of Supervisors. By this ordinance, the Board intends to provide for increases in the salary for certain elected officials.

SECTION III: Section 2.88.040(A) Amended to provide for increases in the salary for certain elected officials, excluding the Board of Supervisors.

Subsection A of Section 2.88.040 of the Inyo County Code is amended to read as follows:

- A. Salary: Salaries for each Elected Official listed below shall be paid in accordance with the procedures used to pay all other county officers and employees, as follows:

Title	July 22, 2021 and on
Assessor	\$ 11,198
Auditor/ Controller	\$ 11,198
Clerk/Recorder	\$ 10,225
District Attorney	\$ 14,120
Public Administrator	\$ 9,491
Sheriff	\$ 14,120
Tax Collector/Treasurer	\$ 10,225

SECTION IV: Severability.

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 decision shall not affect the validity of the remaining portions of this ordinance. The Board 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 V: 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 _____, 2021,
by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairperson, Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board

DCH/BOARD.ORD

ORDINANCE NUMBER _____

AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA AMENDING SECTION 2.04.040(A) OF THE INYO COUNTY CODE TO PROVIDE FOR INCREASES IN THE SALARY FOR MEMBERS OF THE BOARD OF SUPERVISORS

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

SECTION 1. Authority

Article XI, Section 1, of the California Constitution and Government Code section 25300 provide that the Board of Supervisors shall prescribe the compensation for members of the Board of Supervisors by Ordinance.

SECTION II. Purpose.

The Board of Supervisors for the County of Inyo enacted section 2.04.040 of the Inyo County code, which sets compensation to be received by members of the Board of Supervisors. By this ordinance, the Board intends to provide for increases in the salary for members of the Board of Supervisors.

SECTION III. Section 2.04.040(A) Amended to provide for increases in the salary for the Members of the Board of Supervisors.

Subsection A of Section 2.04.040 of the Inyo County Code is amended to read as follows:

“A. Salary. Members shall be paid in accordance with the procedures used to pay all other county officers and employees as follows: Effective August 19, 2021, members shall receive a monthly salary in the amount of six thousand and five dollars and no cents.”

SECTION IV. Severability

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 decision shall not affect the validity of the remaining portions of the ordinance. The Board 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 invalid or unconstitutional.

SECTION V. Effective Date

This Ordinance shall take effect and be in full force and effect sixty (60) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of this Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board voting for and against the same.

PASSED AND ADOPTED this _____ day of _____,
by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Board of Supervisors

ATTEST: Clint Quilter
 Clerk of the Board

By: _____
Darcy Ellis, Assistant

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 16th day of November 2021 an order was duly made and entered as follows:

*Personnel – PA/PG
Salary Correction*

CAO Chapman and Assistant CAO Se Dishion introduced an ordinance to correct a clerical error involving the salary of the Public Administrator/Public Guardian in an ordinance approved by the Board earlier this year to adjust elected offices' salaries. Justin Barton spoke in favor of tabling the item to allow the Board to get a true sense of just how much work the PA/PG does, at all hours of the day and night. CAO Chapman said the proposed action is not meant to make any judgment on the PA/PG's work performance. She noted that as the methodology for creating the new salaries was being developed, every elected official was given the chance to negotiate the figures and that time has passed. The Board agreed that the new ordinance is no reflecting of the PA/PG's performance. Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to: A) waive the first reading of proposed Ordinance 1275 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for a correction in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisors," B) and set enactment for November 23, 2021 in the Board of Supervisors Chamber, Independence. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 16th
Day of November, 2021

<i>Routing</i>
CC Purchasing Personnel X Auditor CAO Other: PA/PG DATE: November 30, 2021



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____



County of Inyo



County Administrator - Personnel

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Sue Dishion, Leslie Chapman

SUBJECT: Proposed Salary Adjustments for Elected and Appointed Department Heads and Officials

RECOMMENDED ACTION:

Request Board: A) waive the first reading of proposed Ordinance 1275 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for a correction in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisors," B) and set enactment for November 23, 2021 in the Board of Supervisors Chamber, Independence.

SUMMARY/JUSTIFICATION:

On July 22, 2021, salary increases for elected officials, excluding the Board of Supervisors became effective. The staff report describing the methodology and rationale for the changes is copied, verbatim, in the Background/History section below. After the ordinance was adopted, it was discovered that the Public Administrator/Public Guardian salary, as printed in the ordinance, contained a typographical error whereby a 9 was typed instead of the intended 6 (\$9,491 instead of ~~\$6,491~~ \$6,979). According to the staff report below, the chosen methodology to set salaries for elected and appointed officials was to band positions with similar responsibilities to maintain consistency. Then salaries were set as a percentage of the CAO's salary. The issue was thoroughly researched and the finding was that the PA/PG salary was set at 40% of the CAO's salary, or ~~\$6,491~~ \$6,979 per month or ~~\$77,892~~ \$83,748 per year. Additionally, the analysis results documented in the staff report below also show the PAPG salary set at 40% of the CAO salary. Consequently, staff recommends adjusting the salary to ~~\$6,469~~ \$6,979 as originally intended. Staff is not recommending a retroactive adjustment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

In January of 2019, your Board appointed a subcommittee made up of Supervisors Pucci and Kingsley to meet with elected department heads regarding elected official compensation and, subsequently, appointed department head compensation. There were a variety of issues to be addressed. These included:

- having a rational mechanism for evaluating or adjusting elected department head salaries
- the lack of any mechanism for evaluating or adjusting appointed department head salaries
- equity between elected and appointed department heads with similar responsibilities
- equity between appointed department heads promoted from within versus appointed department recruited

from outside the organization

While there was a mechanism for adjusting elected department head salaries based upon a comparison with 15 comparable counties, this mechanism was rudimentary and did not take into account variation in job scope or total compensation. Beyond this, evaluation and adjustment of elected and appointed department head salaries was rarely being done, and then it was done on an ad hoc basis with little or no consideration of scope of responsibility in comparison to other positions. There also tended to be a disparity between department heads appointed from within the organization that were typically paid less than department heads recruited from outside the organization. This normally occurred because in-house candidates did not have department head experience. However, this disparity was exacerbated by lack of a mechanism for internally promoted department heads to earn a more equitable salary as they gained experience.

On January 28, 2019, the Board subcommittee met with and formed a larger committee with all elected department heads. The committee included the District Attorney, Sheriff, Assessor, Auditor-Controller, Treasurer-Tax Collector, Clerk-Recorder. The committee spent a substantial amount of time discussing the relevant issues and possible mechanisms to resolve them. It was determined that a technical committee made up of elected department heads and the County Administrator would perform an analysis for presentation to the full committee. After the mechanism discussed below was developed and an analysis done, it was presented to the Board subcommittee and all elected department heads on July 11, 2019. It was presented to all appointed department heads on August 29, 2019.

The intent was to bring the analysis along with an implementation strategy to your Board for consideration in the spring of 2020 to coincide with budget development. However before this was done, the COVID pandemic hit. Because of fiscal uncertainty and severe restrictions being placed on private businesses, the matter was tabled. As was noted in the FY 20-21 Third Quarter Budget update, the County has weathered the pandemic well fiscally and agreements have been reached with all collective bargaining groups, including a compensation and limited classification study done in conjunction with the Inyo County Employee Association Memorandum of Understanding. Additionally, if adjustments are to be made to elected official salaries, it must be done now in order advise possible candidates of the compensation for the elected positions. Consequently, this item is now being brought forward.

METHODOLOGY

The technical committee met in March, 2019, to review a draft analysis strategy developed Auditor-Control Amy Shepherd. The key element of this analysis was to select a benchmark position that was very similar for every county and to then determine how other positions were compensated in comparison to that benchmark. The benchmark position chosen was the County Administrative Officer as nearly every county has this position and the job descriptions are very similar. The other advantage of choosing this position as a benchmark is that it allows the County Administrator to review and complete the analysis objectively because that becomes the only position that is guaranteed to not have an increase in compensation.

The advantage of doing this type of analysis is that it eliminates the need to account for differences in retirement plans, insurance plans or other benefits. Those benefits will be consistent between executive positions in a given organizations and therefor do not need to analyzed between organizations.

The counties initially chosen for comparison were San Luis Obispo, Monterey, Nevada, Mariposa, Mono, Ventura, and Calaveras. These were initially chosen due to ease of obtaining information and having the necessary positions. Subsequently, we were able to identify an easy mechanism to access the information from most counties. In order to test the validity of our method, different groups of counties were used in a similar analysis for a sampling of positions. This was done in 3 ways. First, an analysis was done using the first California county alphabetically and every seventh county thereafter in an alphabetized list. Second, an analysis was done using the fourth California county alphabetically and included every seventh county thereafter in an alphabetized list. Finally, an analysis was done using the 18 California counties beginning with the letter S. All three of the analyses

gave results that were within 2% of the analysis using the original counties.

Once the analysis was completed, positions were grouped into bands in order reduce the number of different salary schedules required and to maintain consistency between positions with similar responsibilities. These banded percentages are the recommended percentage of the County Administrator Salary for each position.

ANALYSIS RESULTS

The results of the analysis are as follow with the raw percentage, a banded percentage utilized to reduce the number different salary scales as is typical in public agencies, and the current percentage of CAO salary.

Position	Raw % of CAO Salary	Banded % of CAO Salary	Current % of CAO Salary
County Counsel	91%	91%	103%
District Attorney	87%	87%	82%
Sheriff	87%	87%	83%
HHS Director	81%	80%	71%
Public Works Director	79%	80%	80%
Asst. County Admin.	79%	80%	71%
Child Support Director	68%	69%	69%
Auditor Controller	69%	69%	62%
Probation Chief	69%	69%	69%
Assessor	68%	69%	62%
Water Director	66%	69%	63%
Planning Director	65%	63%	58%
Env. Health Director	62%	63%	58%
Clerk Recorder	61%	63%	56%
Treasurer Tax Collector	61%	63%	56%
Ag. Commissioner	59%	63%	80%
Public Guardian/Admin	40%	40%	38%
Board of Supervisors	37%	37%	31%

RECOMMENDED IMPLEMENTATION

Elected Department Heads and Board of Supervisors

It is recommended by staff and by the subcommittee that the salaries for the elected positions be moved to banded percentage of the CAO salary as determined by the analysis. These positions will also receive a COLA consistent with other employee groups. These two adjustments are reflected in the attached ordinances.

Appointed Department Heads

Staff and the subcommittee recommend that a 5-step salary scale be utilized for appointed department heads. The top step is set at the banded percentage of the CAO salary as determined by the analysis with four steps below in increments of 5% as is typical for all other county employees. This solves the issue of inequity between internal hires and external hires. Department heads can be appointed at the step in the scale that the Board feels is appropriate for their experience and expertise, while providing a consistent mechanism recognizing and compensating for experience gained.

Three of the 10 appointed positions were determined to be above market and will receive no adjustment but will

receive the COLA consistent with other employee groups. It is recommended that when these positions become vacant they be filled within the banded range.

In addition to the COLA, it is recommended that the adjustment for the remainder of the positions be consistent with the implementation of the limited classification study performed as a part of the Inyo County Employee Association Memorandum of Understanding. Appointed department heads will be moved to the closest step above their current salary with a minimum of 5%. As with all other employees, they would be eligible to move to the next step annually based upon receiving a satisfactory performance evaluation from the Board of Supervisors.

Exceptions to the implementation are the Public Works Director, Child Support Director, and the Environmental Health Director. These are relative new hires who have contracts that include the step mechanism being recommended here and have been placed at the step agreed to by them and the Board. They will receive the COLA consistent with other employee groups.

As final note, this recommended analysis and implementation has been prepared as rational framework for the Board to consider when making appointment. However, the setting of salaries is solely the purview of your Board and you have complete discretion in doing so as the situation dictates.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve and provide direction to staff on a different direction.

OTHER AGENCY INVOLVEMENT:

Elected Officials, Department Heads

FINANCING:

The costs associated with these changes are included in the proposed FY 2021/2022 county budget.

ATTACHMENTS:

1. PA-PG Salary Correction Ordinance

APPROVALS:

Darcy Ellis	Created/Initiated - 11/12/2021
Darcy Ellis	Approved - 11/12/2021
Sue Dishion	Approved - 11/12/2021
John Vallejo	Approved - 11/12/2021
Amy Shepherd	Final Approval - 11/12/2021

ORDINANCE NUMBER _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE CALIFORNIA, AMENDING SECTION 2.88.040 OF THE INYO COUNTY CODE TO PROVIDE FOR A CORRECTION IN THE SALARY FOR CERTAIN ELECTED COUNTY OFFICIALS, EXCLUDING MEMBERS OF THE BOARD OF SUPERVISORS

The Inyo County Board of Supervisors ORDAINS as follows:

SECTION I: Authority

Government Code Section 25300 provides that the Board of Supervisors may set the compensation for elected officials by ordinance.

SECTION II: Purpose

The Board of Supervisors for the County of Inyo enacted section 2.88.040 of the Inyo County Code, which sets compensation to be received by elected county officials, excluding members of the Board of Supervisors. By this ordinance, the Board intends to correct a typographical error in Ordinance 21-1266, adopted on June 8, 2021, and to thereby modify the intended salary for the Public Administrator to be the correct amount.

SECTION III: Section 2.88.040(A) Amended to provide for increases in the salary for certain elected officials, excluding the Board of Supervisors.

Subsection A of Section 2.88.040 of the Inyo County Code is amended to read as follows:

- A. Salary: Salaries for each Elected Official listed below shall be paid in accordance with the procedures used to pay all other county officers and employees, as follows:

Title	July 22, 2021 December 22, 2021	December 23, 2021 and on
Assessor	\$ 11,198	\$ 11,198
Auditor/ Controller	\$ 11,198	\$ 11,198
Clerk/Recorder	\$ 10,225	\$ 10,225
District Attorney	\$ 14,120	\$ 14,120
Public Administrator	\$ 9,491	\$ 6,979
Sheriff	\$ 14,120	\$ 14,120
Tax Collector/Treasurer	\$ 10,225	\$ 10,225

SECTION IV: Severability.

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 decision shall not affect the validity of the remaining portions of this ordinance. The Board 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 V: 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 _____, 2021,
by the following vote:

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

Chairperson, Inyo County Board of Supervisors

ATTEST: Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board



County of Inyo



County Administrator - Personnel

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Sue Dishion, Leslie Chapman

SUBJECT: Proposed Salary Adjustments for Elected and Appointed Department Heads and Officials

RECOMMENDED ACTION:

Request Board: A) waive the first reading of proposed Ordinance 1275 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for a correction in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisors," B) and set enactment for November 23, 2021 in the Board of Supervisors Chamber, Independence.

SUMMARY/JUSTIFICATION:

On July 22, 2021, salary increases for elected officials, excluding the Board of Supervisors became effective. The staff report describing the methodology and rationale for the changes is copied, verbatim, in the Background/History section below. After the ordinance was adopted, it was discovered that the Public Administrator/Public Guardian salary, as printed in the ordinance, contained a typographical error whereby a 9 was typed instead of the intended 6 (\$9,491 instead of \$6,491). According to the staff report below, the chosen methodology to set salaries for elected and appointed officials was to band positions with similar responsibilities to maintain consistency. Then salaries were set as a percentage of the CAO's salary. The issue was thoroughly researched and the finding was that the PA/PG salary was set at 40% of the CAO's salary, or \$6,491 per month or \$77,892 per year. Additionally, the analysis results documented in the staff report below also show the PAPG salary set at 40% of the CAO salary. Consequently, staff recommends adjusting the salary to \$6,469 as originally intended. Staff is not recommending a retroactive adjustment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

In January of 2019, your Board appointed a subcommittee made up of Supervisors Pucci and Kingsley to meet with elected department heads regarding elected official compensation and, subsequently, appointed department head compensation. There were a variety of issues to be addressed. These included:

- having a rational mechanism for evaluating or adjusting elected department head salaries
- the lack of any mechanism for evaluating or adjusting appointed department head salaries
- equity between elected and appointed department heads with similar responsibilities
- equity between appointed department heads promoted from within versus appointed department recruited

from outside the organization

While there was a mechanism for adjusting elected department head salaries based upon a comparison with 15 comparable counties, this mechanism was rudimentary and did not take into account variation in job scope or total compensation. Beyond this, evaluation and adjustment of elected and appointed department head salaries was rarely being done, and then it was done on an ad hoc basis with little or no consideration of scope of responsibility in comparison to other positions. There also tended to be a disparity between department heads appointed from within the organization that were typically paid less than department heads recruited from outside the organization. This normally occurred because in-house candidates did not have department head experience. However, this disparity was exacerbated by lack of a mechanism for internally promoted department heads to earn a more equitable salary as they gained experience.

On January 28, 2019, the Board subcommittee met with and formed a larger committee with all elected department heads. The committee included the District Attorney, Sheriff, Assessor, Auditor-Controller, Treasurer-Tax Collector, Clerk-Recorder. The committee spent a substantial amount of time discussing the relevant issues and possible mechanisms to resolve them. It was determined that a technical committee made up of elected department heads and the County Administrator would perform an analysis for presentation to the full committee. After the mechanism discussed below was developed and an analysis done, it was presented to the Board subcommittee and all elected department heads on July 11, 2019. It was presented to all appointed department heads on August 29, 2019.

The intent was to bring the analysis along with an implementation strategy to your Board for consideration in the spring of 2020 to coincide with budget development. However before this was done, the COVID pandemic hit. Because of fiscal uncertainty and severe restrictions being placed on private businesses, the matter was tabled. As was noted in the FY 20-21 Third Quarter Budget update, the County has weathered the pandemic well fiscally and agreements have been reached with all collective bargaining groups, including a compensation and limited classification study done in conjunction with the Inyo County Employee Association Memorandum of Understanding. Additionally, if adjustments are to be made to elected official salaries, it must be done now in order advise possible candidates of the compensation for the elected positions. Consequently, this item is now being brought forward.

METHODOLOGY

The technical committee met in March, 2019, to review a draft analysis strategy developed Auditor-Control Amy Shepherd. The key element of this analysis was to select a benchmark position that was very similar for every county and to then determine how other positions were compensated in comparison to that benchmark. The benchmark position chosen was the County Administrative Officer as nearly every county has this position and the job descriptions are very similar. The other advantage of choosing this position as a benchmark is that it allows the County Administrator to review and complete the analysis objectively because that becomes the only position that is guaranteed to not have an increase in compensation.

The advantage of doing this type of analysis is that it eliminates the need to account for differences in retirement plans, insurance plans or other benefits. Those benefits will be consistent between executive positions in a given organizations and therefor do not need to analyzed between organizations.

The counties initially chosen for comparison were San Luis Obispo, Monterey, Nevada, Mariposa, Mono, Ventura, and Calaveras. These were initially chosen due to ease of obtaining information and having the necessary positions. Subsequently, we were able to identify an easy mechanism to access the information from most counties. In order to test the validity of our method, different groups of counties were used in a similar analysis for a sampling of positions. This was done in 3 ways. First, an analysis was done using the first California county alphabetically and every seventh county thereafter in an alphabetized list. Second, an analysis was done using the fourth California county alphabetically and included every seventh county thereafter in an alphabetized list. Finally, an analysis was done using the 18 California counties beginning with the letter S. All three of the analyses gave results that were within 2% of the analysis using the original counties.

Once the analysis was completed, positions were grouped into bands in order reduce the number of different salary schedules required and to maintain consistency between positions with similar responsibilities. These banded percentages are the recommended percentage of the County Administrator Salary for each position.

ANALYSIS RESULTS

The results of the analysis are as follow with the raw percentage, a banded percentage utilized to reduce the number different salary scales as is typical in public agencies, and the current percentage of CAO salary.

Position	Raw % of CAO Salary	Banded % of CAO Salary	Current % of CAO Salary
County Counsel	91%	91%	103%
District Attorney	87%	87%	82%
Sheriff	87%	87%	83%
HHS Director	81%	80%	71%
Public Works Director	79%	80%	80%
Asst. County Admin.	79%	80%	71%
Child Support Director	68%	69%	69%
Auditor Controller	69%	69%	62%
Probation Chief	69%	69%	69%
Assessor	68%	69%	62%
Water Director	66%	69%	63%
Planning Director	65%	63%	58%
Env. Health Director	62%	63%	58%
Clerk Recorder	61%	63%	56%
Treasurer Tax Collector	61%	63%	56%
Ag. Commissioner	59%	63%	80%
Public Guardian/Admin	40%	40%	38%
Board of Supervisors	37%	37%	31%

RECOMMENDED IMPLEMENTATION

Elected Department Heads and Board of Supervisors

It is recommended by staff and by the subcommittee that the salaries for the elected positions be moved to banded percentage of the CAO salary as determined by the analysis. These positions will also receive a COLA consistent with other employee groups. These two adjustments are reflected in the attached ordinances.

Appointed Department Heads

Staff and the subcommittee recommend that a 5-step salary scale be utilized for appointed department heads.

The top step is set at the banded percentage of the CAO salary as determined by the analysis with four steps below in increments of 5% as is typical for all other county employees. This solves the issue of inequity between internal hires and external hires. Department heads can be appointed at the step in the scale that the Board feels is appropriate for their experience and expertise, while providing a consistent mechanism recognizing and compensating for experience gained.

Three of the 10 appointed positions were determined to be above market and will receive no adjustment but will receive the COLA consistent with other employee groups. It is recommended that when these positions become vacant they be filled within the banded range.

In addition to the COLA, it is recommended that the adjustment for the remainder of the positions be consistent

with the implementation of the limited classification study performed as a part of the Inyo County Employee Association Memorandum of Understanding. Appointed department heads will be moved to the closest step above their current salary with a minimum of 5%. As with all other employees, they would be eligible to move to the next step annually based upon receiving a satisfactory performance evaluation from the Board of Supervisors.

Exceptions to the implementation are the Public Works Director, Child Support Director, and the Environmental Health Director. These are relative new hires who have contracts that include the step mechanism being recommended here and have been placed at the step agreed to by them and the Board. They will receive the COLA consistent with other employee groups.

As final note, this recommended analysis and implementation has been prepared as a rational framework for the Board to consider when making appointments. However, the setting of salaries is solely the purview of your Board and you have complete discretion in doing so as the situation dictates.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve and provide direction to staff on a different direction.

OTHER AGENCY INVOLVEMENT:

Elected Officials, Department Heads

FINANCING:

The costs associated with these changes are included in the proposed FY 2021/2022 county budget.

ATTACHMENTS:

1. PA-PG Salary Correction Ordinance

APPROVALS:

Darcy Ellis	Created/Initiated - 11/12/2021
Darcy Ellis	Approved - 11/12/2021
Sue Dishion	Approved - 11/12/2021
John Vallejo	Approved - 11/12/2021
Amy Shepherd	Final Approval - 11/12/2021

ORDINANCE NUMBER _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE CALIFORNIA, AMENDING SECTION 2.88.040 OF THE INYO COUNTY CODE TO PROVIDE FOR A CORRECTION IN THE SALARY FOR CERTAIN ELECTED COUNTY OFFICIALS, EXCLUDING MEMBERS OF THE BOARD OF SUPERVISORS

The Inyo County Board of Supervisors ORDAINS as follows:

SECTION I: Authority

Government Code Section 25300 provides that the Board of Supervisors may set the compensation for elected officials by ordinance.

SECTION II: Purpose

The Board of Supervisors for the County of Inyo enacted section 2.88.040 of the Inyo County Code, which sets compensation to be received by elected county officials, excluding members of the Board of Supervisors. By this ordinance, the Board intends to correct a typographical error in Ordinance 21-1266, adopted on June 8, 2021, and to thereby modify the intended salary for the Public Administrator to be the correct amount.

SECTION III: Section 2.88.040(A) Amended to provide for increases in the salary for certain elected officials, excluding the Board of Supervisors.

Subsection A of Section 2.88.040 of the Inyo County Code is amended to read as follows:

- A. Salary: Salaries for each Elected Official listed below shall be paid in accordance with the procedures used to pay all other county officers and employees, as follows:

Title	July 22, 2021 December 22, 2021	December 23, 2021 and on
Assessor	\$ 11,198	\$ 11,198
Auditor/ Controller	\$ 11,198	\$ 11,198
Clerk/Recorder	\$ 10,225	\$ 10,225
District Attorney	\$ 14,120	\$ 14,120
Public Administrator	\$ 9,491	\$ 6,491
Sheriff	\$ 14,120	\$ 14,120
Tax Collector/Treasurer	\$ 10,225	\$ 10,225

SECTION IV: Severability.

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 decision shall not affect the validity of the remaining portions of this ordinance. The Board 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 V: 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 _____, 2021,
by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairperson, Inyo County Board of Supervisors

ATTEST: Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board

DCH/BOARD.ORD

PA/PG Attachments

COUNTY OF INYO
PATRICIA BARTON
Public Administrator Public Guardian
1360 North Main Street Room 220
Bishop, California 93514
(760) 873-5894 Fax: (760) 873-8835

- January 28, 2019 - PAPG did not participate in the Board subcommittee due to staffing in the PAPG office
- Friday June 4, 2019 – PAPG received a handout with the proposed Banded salary ranges, 4 days before Presentation to the Board. PAPG questioned the designated 40% banding and was told that the analysis had been done long ago and there was not a remembrance of the data.
- June 4 to Present, - PAPG Requested Administration cooperation and reconsideration of the Banded Salary range of PAPG based on information received by Personnel in Monterey County that the Position comparison in Monterey County Salary Schedule was a position labeled PUBLIC ADMINISTRATOR/GUARDIAN/CONSERVATOR. Although the titled position remained on the Salary Schedule, IT HAS NOT BEEN A FILLED POSITION FOR OVER 10 YEARS.
- The previous decade and present Department Head for PAPGPC in Monterey County is the appointed Director of Health, banded at 80% of Monterey CAO salary.
- In the 58 counties in California, Inyo County is the only stand-alone Public Administrator Public Guardian office.
- Inyo county Public Administrator is an elected position and the Office of Public Guardian is assigned making PUBLIC ADMINISTRATOR PUBLIC GUARDIAN a Department head of two important and intricately technical departments with a large work load.
- California Public Administrator Public Guardian Public Conservator Association requires by statute membership and ongoing certification. Inyo County has five (5) participating members. Deputy Public Conservator Noni Steedle, Deputy Public Administrator Public Guardian, Alexis Safarik, Behavioral Health Deputy Director Kimball Pier, Deputy Director of Aging Services Darcia Blackdeer-Lent and Public Administrator Public Guardian Patricia Barton.

HHS DEPUTY DIRECTOR BEHAVIORAL HEALTH ANNUAL SALARY = \$115, 416

HHS DEPUTY DIRECTOR AGING AND SOCIAL SERVICES = \$115,416

DEPARTMENT HEAD PUBLIC ADMINISTRATOR PUBLIC GUARDIAN = \$87,096

- Elected Public Administrator Public Guardian's salary is significantly less than every other Appointed and Elected Department Head's Assistant's Salaries in the County of Inyo.

PUBLIC ADMINISTRATOR PUBLIC GUARDIAN requests that the salary of PAPG is adjusted to equitably compensate for the responsibility and liability of her office, to equitably reflect the knowledge and skills as an Elected Department Head of two Departments, reflective of Banded Department Head Salaries at the 4th banded tier ~ 60%, \$127,608 annual compensation.

Printed & Received from Army
SheepMO 3/11/2022

Department	Column2	Column3	%	Column6	Column7	Column8	Column9	Column10	Column11	Column12	Column13	Column14	Column15	Column16	Column17	Column18	Column19	Column20	Column21	Column22	Column23	Column24	Column25	Column26	Column27	Column28	Column29
	INYO	INYO	% Between CAO & DH Inyo	SAN LUIS	SAN LUIS	% Between CAO & DH San Luis	MONTEREY	MONTEREY	% Between CAO & DH Monterey	NEVADA	NEVADA	% Between CAO & DH Nevada	MARIPOSA	MARIPOSA	% Between CAO & DH Mariposa	MONO	MONO	% Between CAO & DH Mono	VENTURA	VENTURA	% Between CAO & DH Ventura	CALVERAS	CALVERAS	% Between CAO & DH Calveras	Average	Trimmed M	
COUNTY ADMIN OFFICER	\$ 180,000	\$ 204,168		\$ 248,160	\$ 225,936		\$ 308,592	\$ 223,143		\$ 130,000	\$ 150,000		\$ 173,400	\$ 296,336		\$ 296,336		\$ 186,430	\$ 186,430								
COUNTY COUNSEL	\$ 185,220	\$ 184,092	-3%	\$ 223,788	\$ 193,008	10%	\$ 263,604	\$ 208,840	6%	\$ 151,668	\$ 162,302	-1%	\$ 271,421	\$ 271,421	8%	\$ 154,752	\$ 154,752	17%	\$ 154,752	\$ 154,752	17%	\$ 154,752	\$ 154,752	17%	9%		
HEALTH & HUMAN SERVICE	\$ 128,520	\$ 169,644	29%	\$ 206,280	\$ 180,840	17%	\$ 246,996	\$ 185,964	17%	\$ 133,657	\$ 114,334	11%	\$ 126,023	\$ 160,650	27%	\$ 224,924	\$ 154,752	17%	\$ 154,752	\$ 154,752	17%	\$ 154,752	\$ 154,752	17%	20%	19%	
PUBLIC WORKS	\$ 130,211	\$ 143,588	20%	\$ 201,000	\$ 151,872	19%	\$ 207,312	\$ 182,292	18%	\$ 133,657	\$ 114,334	11%	\$ 126,023	\$ 160,650	27%	\$ 224,924	\$ 154,752	17%	\$ 154,752	\$ 154,752	17%	\$ 154,752	\$ 154,752	17%	21%	21%	
ENV HEALTH SERVICE	\$ 105,084	\$ 117,348	42%	\$ 142,584	\$ 134,040	43%	\$ 183,060	\$ 138,552	38%	\$ 100,749	\$ 102,424	41%	\$ 127,275	\$ 127,275	32%	\$ 127,275	\$ 127,275	32%	\$ 127,275	\$ 127,275	32%	\$ 127,275	\$ 127,275	32%	38%	38%	
PLANNING	\$ 105,084	\$ 165,372	42%	\$ 201,000	\$ 116,016	19%	\$ 158,364	\$ 148,572	33%	\$ 112,029	\$ 81,790	53%	\$ 144,771	\$ 202,419	32%	\$ 121,160	\$ 121,160	35%	\$ 121,160	\$ 121,160	35%	\$ 121,160	\$ 121,160	35%	35%	35%	
AG COMMISSIONER	\$ 144,840	\$ 123,364	20%	\$ 149,940	\$ 141,216	40%	\$ 192,888	\$ 127,932	43%	\$ 103,866			\$ 121,032	\$ 168,129	43%	\$ 85,946	\$ 104,499	44%	\$ 104,499	\$ 104,499	44%	\$ 104,499	\$ 104,499	44%	40%	41%	
WATER	\$ 113,172		37%		\$ 183,452	100%	\$ 223,236		28%			0%			100%			100%	\$ 127,212	\$ 178,197	40%				100%	34%	
CHILD SUPPORT	\$ 120,540	\$ 146,448	33%	\$ 178,020	\$ 126,360	28%	\$ 172,584	\$ 158,532	29%	\$ 90,442			\$ 160,400	\$ 224,582	24%				\$ 160,400	\$ 224,582	24%				0%	33%	
CHIEF PROBATION	\$ 124,820	\$ 142,536	31%	\$ 173,280	\$ 150,804	30%	\$ 205,968	\$ 148,572	33%	\$ 110,820	\$ 114,834	26%	\$ 153,515	\$ 214,944	27%	\$ 120,099	\$ 120,099	36%	\$ 120,099	\$ 120,099	36%	\$ 120,099	\$ 120,099	36%	31%	32%	
SHERIFF	\$ 138,816	\$ 209,412	23%	\$ 209,412	\$ 251,148	16%	\$ 251,148	\$ 185,964	17%	\$ 148,131	\$ 146,481	1%	\$ 293,953	\$ 293,953	1%	\$ 146,370	\$ 146,370	21%	\$ 146,370	\$ 146,370	21%	\$ 146,370	\$ 146,370	21%	13%	14%	
DISTRICT ATTORNEY	\$ 147,228	\$ 214,980	18%	\$ 214,980	\$ 266,184	13%	\$ 266,184	\$ 185,964	17%	\$ 135,027	\$ 152,352	12%	\$ 271,341	\$ 271,341	8%	\$ 160,326	\$ 160,326	14%	\$ 160,326	\$ 160,326	14%	\$ 160,326	\$ 160,326	14%	13%	13%	
ASSESSOR	\$ 111,540	\$ 174,444	38%	\$ 174,444	\$ 215,484	30%	\$ 215,484	\$ 148,572	33%	\$ 103,866	\$ 110,160	36%	\$ 207,300	\$ 207,300	30%	\$ 111,883	\$ 111,883	40%	\$ 111,883	\$ 111,883	40%	\$ 111,883	\$ 111,883	40%	33%	32%	
AUDITOR-CONTROLLER	\$ 111,540	\$ 179,712	38%	\$ 179,712	\$ 215,484	28%	\$ 215,484	\$ 158,532	29%	\$ 109,802	\$ 106,121	39%	\$ 226,117	\$ 226,117	24%	\$ 111,883	\$ 111,883	40%	\$ 111,883	\$ 111,883	40%	\$ 111,883	\$ 111,883	40%	31%	30%	
CLERK/RECORDER/ELECTIONS	\$ 101,412	\$ 151,644	44%	\$ 151,644	\$ 99,324	39%	\$ 135,588	\$ 148,572	33%	\$ 88,451	\$ 101,127	42%	\$ 198,812	\$ 198,812	33%	\$ 111,883	\$ 111,883	40%	\$ 111,883	\$ 111,883	40%	\$ 111,883	\$ 111,883	40%	41%	39%	
TREASURER/TAX-COLLECTOR	\$ 102,672	\$ 111,876	43%	\$ 135,876	\$ 215,484	45%	\$ 215,484	\$ 148,572	33%	\$ 103,866	\$ 106,121	39%	\$ 106,908	\$ 149,755	49%	\$ 111,883	\$ 111,883	40%	\$ 111,883	\$ 111,883	40%	\$ 111,883	\$ 111,883	40%	38%	38%	
PUBLIC GARDIAN/PUBIC ADMIN	\$ 77,400	\$ -	57%	\$ -	\$ 91,536	100%	\$ 124,932		60%			100%			100%			100%			100%				100%	60%	
CORONER	\$ 25,476	\$ -	86%	\$ -	\$ -	100%	\$ -		100%			100%			100%			100%			100%	\$ 62,442	\$ 62,442	67%	67%		
Member of Board	\$ 54,960		69%		\$ 51,108		\$ 51,108		77%	\$ 50,010	\$ 49,308	67%	\$ 53,544		69%	\$ 56,306	\$ 70,928	62%	\$ 70,928	\$ 70,928	62%	\$ 70,928	\$ 70,928	62%	69%		

	SLO	Monterey	Nevada	Mariposa	Mono	Ventura	Calaveras	Average	Less Hi/LO	Inyo	Band	Banded	Current	Diff	% Diff	
CAO													\$187,272	15,606	194760	
CoCo	90%	85%	94%	101%	94%	92%	83%	639%	91%	91%	103%	0.91	\$170,418	\$192,703	-\$22,285	-11.6%
DA	87%	86%	83%	90%	88%	92%	86%	612%	87%	87%	82%	0.87	\$162,927	\$153,176	\$9,751	6.4%
Sheriff	86%	81%	83%	99%	84%	99%	73%	605%	86%	87%	83%	0.87	\$162,927	\$155,257	\$7,670	4.9%
HHS	83%	80%	83%	89%	66%	77%	83%	561%	80%	81%	71%	0.8	\$149,818	\$133,712	\$16,105	12.0%
PW	81%	67%	82%	89%	73%	76%	83%	551%	79%	79%	72%	0.8	\$149,818	\$135,473	\$14,345	10.6%
ACAO	82%	72%	86%	82%	71%	88%	56%	537%	77%	79%	71%	0.8	\$149,818	\$132,464	\$17,354	13.1%
Child Sup	72%	56%	71%	60%	0%	76%	0%	335%	67%	68%	72%	0.69	\$129,218	\$125,410	\$3,808	3.0%
Auditor	72%	70%	71%	73%	61%	86%	60%	493%	70%	69%	72%	0.69	\$129,218	\$116,046	\$13,171	11.4%
Prob	70%	67%	67%	74%	66%	73%	64%	481%	69%	69%	69%	0.69	\$129,218	\$129,655	-\$437	-0.3%
Assess	70%	70%	67%	69%	64%	70%	60%	470%	67%	68%	62%	0.69	\$129,218	\$116,046	\$13,171	11.4%
Water	0%	72%	0%	0%	0%	60%	0%	132%	66%	66%	63%	0.69	\$129,218	\$117,744	\$11,474	9.7%
Plan	81%	51%	67%	75%	47%	68%	65%	454%	65%	65%	58%	0.63	\$117,981	\$109,329	\$8,652	7.9%
Env Heal	57%	59%	62%	67%	59%	0%	68%	372%	62%	62%	58%	0.63	\$117,981	\$109,329	\$8,652	7.9%
Clerk/Rec	61%	46%	67%	58%	58%	67%	60%	417%	60%	61%	56%	0.63	\$117,981	\$105,509	\$12,472	11.8%
Treas/TC	55%	70%	67%	69%	54%	51%	60%	426%	61%	61%	56%	0.63	\$117,981	\$105,509	\$12,472	11.8%
Ag Comm	60%	63%	57%	69%	0%	57%	56%	362%	60%	59%	80%	0.63	\$117,981	\$150,692	-\$32,710	-21.7%
PG/PA	0%	40%	0%	0%	0%	0%	0%	40%	40%	40%	38%	0.40	\$74,909	\$71,238	\$3,671	5.2%
Board	35%	46%	23%	33%	31%	50%	38%	256%	37%	37%	31%	0.37	\$69,291	\$57,180	\$12,110	21.2%

30532
114,228
141,8470

	INYO 2023 19157		SLO 286261		MONTEREY 446229		NEVADA 103285		MARIPOSA 16795		MONO 12892		VENTURA 849999		CALAVERAS 45234		MENDOCINO 92353		
CAO	202548	100%	301122	100%	342348	100%	227606	100%	200981	100%	187716	100%	354010	100%	203964	100%	220000	100%	
DA	176220	87%	267925	89%	259296	76%	193510	85%	166318	82%	170264	91%	309841	87%	203424	99.70%	190528	87%	
SHERIFF	176220	87%	255882*	85.00%	278616*	81%	193510*	85%	173055*	86%	170264*	91%	332337	93%	203424	99.70%	189675*	86%	
AUDITOR	139752	69%	231379*	77%	239052	70%	164964	73%	145133	72%	154435	825	260059	73%	151861	75%	176267*	80%	
ASSESSOR	139752	69%	204776	68%	239052	70%	154607	68%	126408	63%	133406	71%	239601	68%	151861	75%	149136 *	68%	
CLERK REC	127608	63%	167294	56%	NA*		154607	68%	NA*		121004	65%	229978	65%	151861	75%	NA	0%	
TREAS/TAX	127608	63%	NA*		239052	70%	154607	68%	121144	60%	115241	61%	231944	66%	151861	75%	NA	0%	
PAPG	87096	43%	NA*	77% 84%	NA*	80%	NA*	85%	70%	NA*	86% 85%	NA*	71%	NA*	75%	NA	56% 83%	NA*	78%
BOARD	74940	37%	7535	30%	151632	44%	63667	28%	56267	30%	57504	30%	141331	40%	81016	40%			
CORONER	25476	12.60%	NA*	0%	NA	0%	NA*	0%	NA*	0%	NA*	0%	NA*	0%	NA*	0%	NA*	0%	

PAPG	DEPT HEAD	AUDITOR/TREASURER/PA*	DIRECTOR HEALTH SERVICES	SHERIFF/PA/CORONER*	PA/SHERIFF/CORONER*	PA/PG/PC*	PA/PG/PC*	PA/CORONER*	PA/PG
		231379	PA/PG/PC 274008	193510	173055	SOCIAL SERVICES DIRECTOR	HUMAN SERVICES AGENCY	statutory fees 114691	170498
		PGPC 251493		PG/PC* 158535	PG/PC* 170639	133407	260708	*Stand alone-salary +	DIRECTOR OF SOCIAL SERVICES
		HELATH AGENCY DIRECTOR		DIRECTOR OF HUMAN RESOUF	DIRECTOR HHS	*RECENTLY CONSOLIDATED		PG/PC 169104	

SLO	* AUDITOR CONTROLLER/TREASURER TAX COLLECTOR/ PUBLIC ADMINISTRATOR	*SHERIFF/CORONER	* HEALTH AGENCY DIRETOR PAPG
MONTEREY	*SHERIFF/CORONER *TREASURER TAX COLLECTOR COUNTY CLERK	*DIRECTOR OF HEALTH/PA/PG/PC	*ASSESSOR/ CLERK RECORDER
NEVADA	* SHERIFF/ PA/CORONER	* PG/PC DIRECTOR OF HHS	
MARIPOSA	* ASSESSOR/RECORDER	*SHERIFF/CORONER/PA	* DIRECTOR OF HELTH AND SERVICES
MONO	* RECENTLY CONSOLIDATED FROM DISTRICT ATTORNEY/PA, SOCIAL SERVICES/PG, BEHAVIOURAL HEALTH/PC		
VENTURA	* MEDICAL EXAMINER/CORONER	* JUNE 2023 TRANSITIONING TO PGPC STAND ALONE DEPARTMENT- PA TO REMAIN WITH HUMAN SERVICES	
CALAVERAS	*PA CORONER- SALARY AND "KEEPS" STATITORY FEES- ONLY SUCH MODEL IN CA PREVIOUS TO 1980 INYO COUNTY SAME MODEL-		
MENDICINO	* ASSESSOR/ CLERK RE RECORDER/ELECTIONS	*AUDITOR-CONTROLLER/TREASURER TAX COLLECTOR	*SHERIFF CORONER *PAPG -DIRECTOR OF SOCIAL SERVICES

ELECTED APPOINTED SMALL COUNTY MEDIUM COUNTY LARGE COUNTY

County of Inyo is the ONLY County with a stand alone PAPG department - PA ELECTED

Handout Clint Quilter June 2022

	SLO	Monterey	Nevada	Mariposa	Mono	Ventura	Calaveras	Average	Less Hi/LO	Inyo	Band	Banded	Current	Diff	% Diff	
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PG/PA	0%	40%	0%	0%	0%	0%	0%	40%	40%	40% ⁴¹	38%	40%	\$74,909	\$71,238	\$3,671	5.2%
Board	35%	46%	23%	33%	31%	50%	38%	256%	37%	37%	31%	0.37	\$69,291	\$57,180	\$12,110	21.2%