

# Agenda



## County of Inyo Board of Supervisors

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

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

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

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

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

### September 25, 2018

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

#### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – County of Inyo v. Los Angeles Department of Water and Power, Kern Superior Court Case No. BVC-18-101260; Case No. BVC-18-101261; and Case No. BVC-18-101262.**
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – Los Angeles Department of Water and Power v. County of Inyo, Kern County Superior Court Case No. BCV-18-101513-KCT (CEQA).**
4. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] – Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: Acting County Administrative Officer Clint Quilter, Assistant County Administrator Ken Walker, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.**
5. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957] – Title: Environmental Health Director.**
6. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS [Pursuant to Government Code §54956.8] – Property: APN 010-490-12, Bishop, California. Agency Negotiators: Clint Quilter, Acting County Administrator, and Marshall Rudolph, County Counsel. Negotiating parties: Inyo County and Inyo County Development LLC. Under negotiations: price and terms of payment.**

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

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

7. **REPORT ON CLOSED SESSION**
8. **PUBLIC COMMENT**
9. **COUNTY DEPARTMENT REPORTS (Reports limited to two minutes)**

## DEPARTMENTAL – PERSONNEL ACTIONS

10. **ASSESSOR** – Request Board approve the at-will contract with Tracy Morgan as the Assistant Assessor at a monthly salary of \$7,378 and authorize the Acting County Administrator to sign, contingent upon all appropriate signatures being obtained.
11. **SHERIFF** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Animal Services Shelter Attendant exists in the General Fund, as certified by the Sheriff and concurred with by the Acting County Administrator and the Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Shelter Attendant, Range 42A-C (\$2,381 - \$2,625).
12. **WATER DEPARTMENT** – Request Board: A) approve the Deputy Water Director job description; B) authorize a change in the authorized strength in the Water Department by adding one (1) full time Deputy Water Director, Range 88 (\$7,034 - \$8,547); C) find that, consistent with the Authorized Position Review Policy: 1. the availability of funding for one (1) Deputy Water Director exists in a non-General Fund budget, as certified by the Water Director and concurred with by the Acting County Administrator and Auditor-Controller; and 2. where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled by an internal candidate, but an open recruitment is more appropriate to ensure qualified applicants apply; and D) authorize the Acting County Administrator to sign the at-will contract with Aaron Steinwand as the Deputy Water Director at a monthly salary of \$8,547, effective October 4, 2018, contingent upon all appropriate signatures being obtained.
13. **HEALTH & HUMAN SERVICES** – Request Board, per the Fiscal Year 2018-2019 Board Approved Budget:
  - A) Find that, consistent with the adopted Authorized Position Review Policy:
    1. the availability of Social Services, Mental Health and other non-General Fund budget funding exists to support the positions for which funding was authorized in the 2018-2019 County Budget approved on September 11, 2018; and
    2. where internal candidates meet the qualifications for these positions, vacancies may be filled through internal recruitment, but an open recruitment for these positions would be more appropriate to ensure qualified applicants apply;
  - B) Authorize the following changes in the HHS authorized strength:
    1. Delete one (1) Behavioral Health Nurse (Range 80)
    2. Delete two (2) Rehabilitation Specialists (Range 60)
    3. Delete two (2) Office Technician II's (Range 59)
    4. Delete one (1) WIC Program Manager (Range 74) upon the retirement of current employee
    5. Delete one (1) Health and Human Services Specialist (Range 53)
    6. Delete one (1) Social Worker IV (Range 73-non-clinical position)
    7. Add two (2) Social Worker IV/Psychotherapists (Range 81)
    8. Add one (1) Administrative Analyst (Range 70)
    9. Add one (1) Prevention Program Manager (Range 74) upon the retirement of current WIC Program Manager
    10. Add one (1) Prevention Specialist (Range 60)
    11. Add one (1) BPAR Dietician (Range 74)
    12. Add one (1) Registered Nurse/Public Health Nurse (Range 80);
  - C) Approve the hiring of the following positions:
    1. Two (2) Social Worker IV/Psychotherapists at Range 73/81 (\$4,900[73a] - \$7,201[81e])
    2. One (1) Administrative Analyst at Range 68/72 (\$4,357[68a] - \$5,815[72e])
    3. One (1) Public Health Nurse/Registered Nurse at Range 78/80 (\$5,518[78a] - \$7,035[80e])
    4. One (1) Prevention Program Manager (following retirement of current WIC Program Director) at Range 74 (\$5,021-\$6,103)
    5. One (1) Prevention Specialist at Range 60 (\$3,612 - \$4,387)
    6. One (1) BPAR Registered Dietician Nutritionist at Range 74 (\$26.37 - \$32.05); and
  - D) Approve the job descriptions for the Registered Dietician Nutritionist and the Prevention Program Manager.
14. **HEALTH & HUMAN SERVICES** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of non-General Fund Social Services and Mental Health funding exists for the position of Administrative Analyst I/II, as certified by the HHS Director and concurred with by the Acting County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an external recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of either an

Administrative Analyst I, Range 68 (\$4,357 - \$5,294), or Administrative Analyst II, Range 70 (\$4,569 - \$5,557), dependent upon qualifications.

15. **HEALTH & HUMAN SERVICES – Behavioral Health** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Clerk III exists in the non-General Fund Behavioral Health and Drinking Driver Program budgets, as certified by the HHS Director and concurred with by the Acting County Administrator, and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could be filled by an internal candidate, but an open recruitment would be more appropriate to ensure more qualified candidates apply; and C) approve the hiring of one (1) full-time Office Clerk III, Range 52 (\$2,997 - \$3,641).
16. **HEALTH & HUMAN SERVICES – Behavioral Health** – Request Board ratify and approve the contract between the County of Inyo and Dr. Brian McKinney for jail psychiatry services in an amount not to exceed \$16,000 for the period of September 15, 2018 to June 30, 2019 and authorize the Chairperson to sign the contract and the HIPAA Business Association Agreement, contingent upon all appropriate signatures being obtained.
17. **HEALTH & HUMAN SERVICES – Social Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position of Social Worker I, II, III or IV exists in the non-General Fund Social Services budget as certified by the HHS Director and concurred with by the Acting County Administrator, and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but with a State Merit System position, an open recruitment would be more appropriate to ensure qualified applicants apply; C) approve the hiring of one Social Worker, either a I at Range 64 (\$3,964 - \$4,817), a II at Range 67 (\$4,253 - \$5,163), a III at Range 70 (\$4,569 - \$5,557), or a IV at Range 73 (\$4,900 - \$5,960), dependent upon qualifications; and D) if an internal candidate is hired into the Social Worker I,II, III or IV position, authorize HHS to backfill the resulting vacancy.
18. **COUNTY ADMINISTRATOR – Library** – Request Board, consistent with the Fiscal Year 2018-2019 Board Approved Budget: A) reclassify two (2) APAR (1-\$19.99) Librarian Specialist I, Range 48PT positions to two (2) APAR (1-\$19.99) Librarian I, Range PT54 positions; and B) change the authorized staffing of the Library as follows:
  1. Delete two (2) APAR (1-\$19.99) Librarian Specialist I, Range 48PT positions and add two (2) APAR (1-\$19.99) Librarian I, Range PT54 positions.
19. **COUNTY ADMINISTRATOR – Motor Pool/Parks/Recycling & Waste** – Request Board, consistent with the Fiscal Year 2018-2019 Board Approved Budget: A) reclassify the BPAR Office Clerk II, Range 50 (\$2,860 - \$3,478) to a full-time Office Technician I, Range 55 (\$3,213 - \$3,907); and B) change the authorized staffing of the Motor Pool, Parks and Recycling and Waste Management as follows:
  1. Delete one (1) BPAR Office Clerk II, Range 50 (\$2,860 - \$3,478) and add one (1) full-time Office Technician I, Range 55 (\$3,213 - \$3,907).
20. **COUNTY ADMINISTRATOR – Parks and Recreation** – Request Board: A) increase the authorized strength within the Parks and Recreation Department by adding one (1) full-time Parks Specialist I, Range 56 (\$3,292 - \$3,994), as approved in the Fiscal Year 2018-19 Budget; and B) find that, consistent with the Authorized Position Review Policy:
  1. the availability of funding for the Parks Specialist I exists in the Parks and Recreation Budget;
  2. where internal candidates meet the qualifications of the position, the vacancy could be filled through an internal recruitment; and
  3. approve the hiring of one (1) full-time Parks Specialist I at Range 56 (\$3,292 - \$3,994), depending on qualifications.

**CONSENT AGENDA** (Approval recommended by the County Administrator; taken in one motion)

**COUNTY ADMINISTRATOR**

21. ***Information Services*** – Request Board change the Information Services (IS) Geographic Information Systems (GIS) Technician series (ranges I through IV) job title to GIS Analyst. (*This request does not include a change to the salary range.*)
22. ***Personnel*** – Request Board approve the agreement between the County of Inyo and CPS HR Consulting for Executive Recruitment Services for the Risk Manager position, in an amount not to exceed \$23,000, and authorize the Acting County Administrator to sign, contingent upon all

appropriate signatures being obtained.

### **COUNTY COUNSEL**

23. Request Board approve a contract between the County of Inyo and Thomson Reuters for online legal research for a three-year period commencing November 1, 2018 for a total amount of \$42,617.33, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
24. Request Board receive the 2018 Conflict of Interest Code Biennial Reports from the following Local Agencies: Big Pine Community Services District, Big Pine Fire Protection District, Big Pine Unified School District, Independence Cemetery District, Independence Fire Protection District, Indian Creek-Westridge Community Service District, Keeler Community Service District, Lone Pine Community Service District, Lone Pine Fire District, Lone Pine Unified School District, Mt. Whitney Cemetery District, Northern Inyo Healthcare District, Olancho Community Services District, Owens Valley Unified School District, Pioneer Cemetery District, Sierra Highlands Community Services District, Sierra North Community Service District, Southern Inyo Fire Protection District, Starlite Community Services District.
25. Request Board: A) receive and approve the 2018 Conflict of Interest Code Biennial Reports from the following County Departments: Administration, Agriculture/Weights and Measures, Assessor, Auditor-Controller, Child Support Services, Clerk-Recorder, Coroner, County Counsel, District Attorney, Farm Advisor, Health and Human Services, Planning, Probation, Treasurer, and Water; and B) receive and approve the amended Conflict of Interest Code for the following departments: Administration, Agriculture/Weights and Measures, Auditor-Controller, District Attorney, Health and Human Services, and Planning.

### **HEALTH AND HUMAN SERVICES**

26. Request Board approve an annual bulk purchase of Eastern Sierra Transit Authority bus passes for Health and Human Services programs, in an amount not to exceed \$28,718.01.
27. **Behavioral Health** – Request Board approve the Memorandum of Understanding between Kern Behavioral Health and Recovery and Inyo County Health and Human Services Behavioral Health that allows Inyo County access to Turning Point Crisis Stabilization Unit in Ridgecrest, CA and authorize the Deputy HHS Director of Behavioral Health and the Chairperson to sign.

### **PUBLIC WORKS**

28. **Road Department** – Request Board approve the closure of portions of North Pa Ha, Diaz, and Barlow lanes in Bishop on Friday, September 28, 2018 between the hours of 8:30 a.m. and 1 p.m.

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

29. **BOARD OF SUPERVISORS – Supervisor Griffiths** – Request Board receive update from Inyo-Mono Advocates for Community Action on the Continuum of Care program.
30. **PLANNING** – Request Board receive an overview of the objection forms prepared by staff, at the Board's direction, related to wilderness boundaries of the proposed South Sierra and Piper Mountain Wilderness Areas, and potentially direct staff to submit to the Inyo National Forest.
31. **HEALTH AND HUMAN SERVICES – Public Health and Prevention** – Request Board ratify and approve the Allocation Agreement between the County of Inyo and California Department of Public Health for the provision of the local Tobacco Control Program, in an amount not to exceed \$302,415 for the period of July 1, 2018, through June 30, 2019, and the HHS Director to sign.
32. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

33. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Rocky Road Emergency” that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.
34. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation to continue the local emergency known as the “Land of EVEN Less Water Emergency” that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.
35. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Gully Washer Emergency” that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
36. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Death Valley Down But Not Out Emergency” that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.
37. **CLERK OF THE BOARD** – Request Board approve the minutes of the regular Board of Supervisors meetings of August 7, 2018, August 14, 2018, August 21, 2018, and August 28, 2018.

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

- |           |   |
|-----------|---|
| 11 a.m.   | 38. <b>PLANNING</b> – Request Board enact an ordinance titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2018-07/In Ernest Holdings Ltd. Liability Company and Amending the Zoning Map of the County of Inyo by Rezoning a 0.34 Acre Parcel Located at 225 North Mount Whitney Drive (APN 005-073-34) in the Unincorporated Community of Lone Pine from Multiple Residential (R-2) to Single Residence or Mobilehome Combined (RMH).” |
|           | 39. <b>AG COMMISSIONER</b> – Request Board: A) conduct a public hearing on a proposed ordinance titled “An Interim Ordinance of the Board of Supervisors of the County of Inyo, State of California Pursuant to Government Code Section 65858 Prohibiting Cultivation of Industrial Hemp and Declaring the Urgency Thereof;” and B) waive the first reading of and enact said ordinance.  |
| 1:30 p.m. | 40. <b>BOARD OF SUPERVISORS</b> – Request Board: A) review proposed revisions to the County’s Legislative Platform; B) direct any additional desired changes, additions, or deletions; C) approve the updated Legislative Platform, if appropriate and as amended; and D) direct staff to transmit a copy to the County’s contracted federal advocacy service providers.  |

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

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

41. **PUBLIC COMMENT**

**BOARD MEMBER AND STAFF REPORTS**

**CORRESPONDENCE – INFORMATIONAL**

42. **Auditor-Controller** – Actual county of money in the hands of the Treasurer made on September 17, 2018.
43. **County Administrator – Economic Development** – Information report regarding destination marketing advertisement in the Reel Rock 13 European Film Tour.

44. **Treasurer-Tax Collector** – Report of the secured tax delinquency rate within the Southern Inyo Fire Protection District’s special tax assessment as of June 30, 2018.
45. **Treasurer-Tax Collector** – 2017-2018 Annual Transient Occupancy Tax (TOT) report and Historical Collections report



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 10

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

**FROM: Assessor/Personnel Department**

**FOR THE BOARD MEETING OF: September 25, 2018**

**SUBJECT: Approval of at-will contract for Assistant Assessor**

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve the at-will contract with Tracy Morgan as the Assistant Assessor at a monthly salary of \$7,378 and authorize the Acting County Administrator to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Tracy Morgan comes to the County with sixteen (16) years working in the Nevada County Assessor's Office. Seven (7) years in the real property division as a real property appraiser, reaching the level of Senior Appraiser. Nine (9) years as an Auditor-Appraiser in the business property division, reaching the level of Senior Auditor-Appraiser. She has BA degree in Accounting from Sonoma State University and is a California Certified Property Tax Appraiser with an Advanced Certification.

Tracy supervised and trained appraisal staff in both the real property and business property divisions in the performance of appraisals and appeals. She worked with various types and sizes of appraisals involving vacant land, ag land, commercial and industrial properties, residential properties such as SFRs & MFRs, personal properties, possessory interests, boats, and aircrafts.

**ALTERNATIVES:**



None.

**OTHER AGENCY INVOLVEMENT:**

None.

**FINANCING:**

The request position is included in the Board approved FY 2018-19 Assessor's Budget

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>9/19/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>9/19/2018</u>

PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk)  Approved:  Date <u>9/19/18</u>
---------------------	---

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received) *Dave Stottlemire* Date: *September 19, 2018*



**AGREEMENT BETWEEN COUNTY OF INYO  
AND TRACY MORGAN  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT ASSESSOR**

**INTRODUCTION**

WHEREAS, Tracy Morgan (hereinafter referred to as "Assistant Assessor " has been duly appointed as Assistant Assessor for Inyo County; and

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

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. ADMINISTRATION OF CONTRACT.**

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

**3. TERM.**

The term of this Agreement shall be from November 1, 2018 until terminated as provided below.

**4. CONSIDERATION.**

A. Compensation. County shall pay Assistant Assessor 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 Assistant Assessor .

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

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

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

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

## **5. WORK SCHEDULE.**

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

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

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

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

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

## **8. COUNTY PROPERTY.**

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

B. Products of Assistant Assessor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio

recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result or product of, Assistant Assessor '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, Assistant Assessor will convey possession and title to all such properties to County.

**9. WORKERS' COMPENSATION.**

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. TERMINATION AND DISCIPLINE.**

Assistant Assessor 's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant Assessor Ninety (90) days written notice of such intent to terminate. Assistant Assessor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

**12. ASSIGNMENT.**

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

**13. NONDISCRIMINATION.**

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

**14. CONFIDENTIALITY.**

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

**15. CONFLICTS.**

Assistant Assessor agrees that Assistant Assessor 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. Assistant Assessor agrees to complete and file appropriate conflict of interest statements.

**16. POST AGREEMENT COVENANT.**

Assistant Assessor 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, Assistant Assessor 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, Assistant Assessor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**17. 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.

**18. NOTICE.**

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

<b>County of Inyo</b>	
<u>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Mailing Address
<u>Independence, CA 93526</u>	City and State

**Assistant Assessor :**  
Tracy Morgan Name  
13019 Piper Hill Dr Street  
Penn Valley, CA 95946 City and State

**19. ENTIRE AGREEMENT.**

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

////

////

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TRACY MORGAN  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT ASSESSOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
1st DAY OF November, 2018.

**COUNTY OF INYO**

**ASSISTANT ASSESSOR**

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

By: \_\_\_\_\_  
Print or Type Name

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

\_\_\_\_\_  
Signature

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

**APPROVED AS TO FORM AND  
LEGALITY:**

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

**APPROVED AS TO ACCOUNTING  
FORM:**

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

**APPROVED AS TO PERSONNEL  
REQUIREMENTS:**

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TRACY MORGAN  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT ASSESSOR**

**TERM:**

**FROM: November 1, 2018 TO: TERMINATION**

**SCOPE OF WORK:**

Assistant Assessor shall perform the duties and responsibilities as identified in the job description for Assistant Assessor attached hereto.



AN EQUAL OPPORTUNITY EMPLOYER  
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

### ASSISTANT ASSESSOR

**\*\*BENEFITS:** CalPERS Retirement System: Existing ("Classic") CalPERS members as of January 1, 2013, (2% at 55) – Inyo County pays employee contribution for current CalPERS members; new CalPERS members hired after January 1, 2013 (2% at 62) will be required to pay at least 50% of normal cost. Medical Plan – Inyo County pays a portion of employee and dependent monthly premium on PERS medical plans; 100% of employee and dependent monthly premium paid for dental and vision; \$20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid Administrative Leave – 24 hours per year. Paid holidays – 11 per year. Pursuant to Inyo County Code Section 2.80.055, this position is expected to be exempt from the County Merit System under an at-will employment contract between the County and the person filling the position. As such, the person filling this position may negotiate the salary and certain benefits.

**CLASS CHARACTERISTICS:** Incumbent in this class reports to the Assessor, directs the appraisal division of the Assessor's Office, and is involved in developing strategic, long-term plans for the Assessor's Office. Incumbent has responsibility for all appraisal activities within the Assessor's Office, including but not limited to performing appraisals, the supervision of the real and personal property appraisal staff, and to oversee the day-to-day operations of the appraisal division. The incumbent may act in the Assessor's absence.

**ESSENTIAL JOB DUTIES:** Plans, organizes, evaluates, selects, trains, assigns and directs the appraisal work; reviews the work of subordinates to ensure adherence to appraisal procedures; conducts field reviews and resolves differences of opinion between property owners and appraiser; reviews and analyzes legislation, case law, and other regulations which may impact the Assessor's Office; assists in preparing policies, procedures, and forms consistent with new laws and communicates changes to staff; conducts staff meetings; prepares a variety of written reports and correspondence as needed; represents the Assessor before the Assessment Appeals Board; assists in providing a variety of information to the public regarding property appraisal procedures, policies, and methods; answers the more technical questions regarding assessments; prepares reports required by state and federal law; other related duties as required by the Assessor.

### EMPLOYMENT STANDARDS

**Education/Experience:** Requires equivalent to a Bachelor's degree with major coursework in accounting, business or public administration, economics, or a closely related field; plus two years of experience at the Senior Appraiser level.

**Knowledge of:** Theories, principles, and practice of the three basic appraisal methods; rural, residential, commercial, and industrial real property appraisal; property tax provisions of the State of California Constitution, Revenue and Taxation Code, the BOE, and other regulations pertaining to the assessment of real and personal property; principles, practices, and theories of appraising business and personal property, fixtures, and equipment; principles and techniques of supervision and management, personnel practices, policies, and procedures; Microsoft Word, Excel, Power Point, Outlook, Office, other computer applications as required to perform duties.

**Skill in:** Appraising, planning, prioritizing, assigning and evaluating the work of appraisal staff; conducting employee training and development; assembling and analyzing appraisal data and determining factors affecting the valuation of real and personal property; preparing complex and detailed written and verbal reports; arithmetical and statistical calculations, charting, describing, and sketching in connection with appraisal work; analyzing situations accurately and adopting the most effective course of action; performing administrative work including budgeting; establishing and maintaining effective work relationships with those contacted in the course of work.

6/18

### Core Competencies:

The core competencies listed below and the ability to immediately demonstrate these competencies consistent with the position's level in the department and the specific work assignment:

- **Intensity:** Goes after the goal with passion; is results oriented, and gets the job done. *Key Concepts:* Risk-taker; results-oriented; and initiative driver.

- **Ethical Behavior:** Does what is right regardless of temptations and pressures to do otherwise; upholds the public's trust; and conducts self-according to a set of principles. *Key Concepts:* Respect; trust; responsible; fair; and caring.
- **Influence:** Affects successful outcomes for the organization through the use of masterful leadership, collaboration, and a keen understanding of the organization, its goals, and the interests of all parties. *Key Concepts:* Engaged; collaborative; strategic orientation; situational awareness; organizationally savvy; inspirational; energizing-empowering; team orientation; and change agent.
- **Commitment:** Successfully builds relationships with and promotes involvement of diverse groups; considers the needs of diverse clients when developing policies and procedures related to service; works closely with diverse groups to identify and deliver services that meet their needs and the strategic objectives of the program; establishes customer service as the single purpose to which all resources are dedicated; focuses on delivering the best services possible to the public; focuses on customer needs; and is committed to public service. *Key Concepts:* Public servant; and customer service.
- **Interpersonal Skills:** Possesses and uses versatile communication styles and approaches; understands the underlying psychology of why people act as they do and changes approach to affect positive outcomes; builds rapport throughout the organization; and develops human potential. *Key Concepts:* Staff development; communication; listening; delegation; recognition; and buy-in.
- **Resiliency:** Is adaptable; takes direct action; leads by example; exhibits tenacity. This leader is ready, flexible, self-reliant, and has a reputation for finding opportunities in difficult situations. *Key Concepts:* Action-orientation; adaptability; flexibility; agility; tenacity; survivability; courage; confidence; and intuition.
- **Craftsmanship:** Rejects the "good enough for government work" attitude; takes ownership of work done and results accomplished; takes pride in delivering quality services to customers; seeks out opportunities to develop new and creative solutions and programs; imagines possibilities; defines a vision, and works to bring vision into reality. *Key Concepts:* Innovative; imaginative; inventive; pride-in-work; accountability; self-development; and self-starter.

**Physical ability to:** Must have ability to walk, stand, climb and descend stairs, while carrying up to 20 pounds; sit for prolonged periods of time using keyboard; ability to use telephone; drive a motor vehicle.

**Special requirements:** Must possess a valid operator's license issued by the State Department of Motor Vehicles; must successfully complete a pre-employment background investigation.

**SELECTION:** Selection procedures will be determined by the number and qualifications of applicants. All items listed under Employment Standards may be used as criteria for the screening of applicants. Those meeting the greatest number of criteria will be considered the most highly qualified and may be called for an oral interview.

**APPLICATION:** This recruitment will remain open until position has been filled. Applications must be received in the Personnel Office, P.O. Box 249, Independence, CA 93526. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached". Incomplete applications will not be processed. Must apply on Inyo County application form.

**REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES:** Inyo County will make reasonable efforts in the examination process on a case-by-case basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0295 prior to the examination process.

**CITIZENSHIP/IMMIGRATION STATUS:** Inyo County employs only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

The County of Inyo has work sites located throughout Inyo County in the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancho) and the Death Valley area (Death Valley, Tecopa, and Shoshone). **All positions are considered Countywide.** Positions are assigned to a work site based upon the needs of the County. Positions may be temporarily or permanently reassigned to another work site as deemed necessary by the Department Head.



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TRACY MORGAN  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT ASSESSOR**

**TERM:**

**FROM: November 1, 2018**\_\_\_\_ **TO: TERMINATION**

**SCHEDULE OF FEES:**

1. Assistant Assessor shall be paid \$7,378 per month. Assistant Assessor shall be paid every two weeks on County paydays.
2. The Assessor will review Assistant Assessor 's performance annually. As a result of such review, the Auditor Controller may recommend to the County Administrator, and in the County Administrator's discretion, the County Administrator may authorize an increase in Assistant Assessor 's salary to a higher step in the range for Assistant Assessor 's position.
3. . To the extent not inconsistent with any other provision of this contract, the terms and conditions of Assistant Assessor's employment shall also be covered by the County's Personnel Rules and Regulations and by the County's Memorandum of Understanding with the Elected Officials Assistants Association (which represents Assistant Assessor position).
4. County will provide a \$250.00 per month vehicle allowance.
5. Assistant Assessor is entitled to forty paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TRACY MORGAN  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT ASSESSOR**

**TERM:**

**FROM: November 1, 2018 TO: TERMINATION**

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

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

**\\\\ NOTHING FOLLOWS\\\\**



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

For Clerks Use Only  
AGENDA NUMBER

11

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **September 25, 2018**

Subject: Request to fill newly created full time Animal Services Shelter Attendant position.

**DEPARTMENTAL RECOMMENDATION:**

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

1. The availability of funding for the requested positions comes from the General fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
2. Where internal candidates may meet the qualifications for the positions, and the positions could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; and
3. Approve the open recruitment and hiring of (1) one Shelter Attendant position, Range 42A-C (\$2,381-\$2,625)

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Included in this year's personnel request, is an additional full time shelter attendant. This will increase our authorized strength to two FTE shelter attendant and two APAR shelter attendants. This position is needed as there is very limited staff at the shelter and it has proven difficult to retain APAR staff. The Shelter Attendant position is vital to ensuring proper operation of the shelter and care for the animals.

**ALTERNATIVES:**

Deny the hiring of one FTE shelter attendant. The department does not recommend this action. Animal Services officers backfill any staffing shortages at the shelter. Increases in overtime costs are incurred and AC officers are not available for service calls.

**OTHER AGENCY INVOLVEMENT:**

Personnel  
Auditor's office

**FINANCING:**

These positions will be paid from the Animal Control budget 023900, and the positions are included in the Board approved FY 2018-2019 budget.

<b>APPROVALS</b>	
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>9/13/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>9/12/18</u>

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received) \_\_\_\_\_ Date: 9/13/18



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

For Clerk's Use Only:  
AGENDA NUMBER  
12

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

**FROM: Water Department**

**FOR THE BOARD MEETING OF: September 25, 2018**

**SUBJECT: Deputy Water Director Appointment**

**DEPARTMENTAL RECOMMENDATION:**

- 1) Request Board approve the Deputy Water Director job description; and 2) Request Board change the authorized strength in the Water Department by adding one full time Deputy Water Director, Range 88; and 3) Request Board find consistent with the Authorized Review Policy: a) the availability of funding for one (1) Deputy Water Director exists in a non-General Fund budget, as certified by the Water Director and concurred with by the Acting County Administrator and Auditor-Controller; b) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled by an internal candidate, by an open recruitment is more appropriate to ensure qualified applicants apply; and 4) authorize the Acting County Administrator to sign the at-will contract with Aaron Steinwand at a monthly salary of \$8,547, effective October 4, 2018.

**SUMMARY DISCUSSION:**



Four candidates for the Deputy Water Director position were interviewed in August by a panel of Water Department, County Counsel, and Administration staff. While all of the candidates had excellent qualities and experience applicable to the position, Dr. Steinwand's extensive experience implementing the Inyo/Los Angeles Water Agreement and working with the Los Angeles Department of Water and Power indicated to the interview panel that he was the best candidate for the position. His training as a soil scientist and employment history including soil scientist and science coordinator are excellent qualifications for the position of Deputy Water Director.

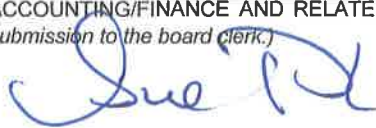
**ALTERNATIVES:**

Do not appoint and direct staff how to proceed.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)   Approved: <u>yes</u> Date: <u>9/19/18</u>
<b>AUDITOR/CONTROLLER:</b>	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date: <u>9/19/2018</u>

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>J</u> Date: <u>9/18/18</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 9/17/18  
(Not to be signed until all approvals are received)

**AGREEMENT BETWEEN COUNTY OF INYO  
AARON STEINWAND  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY WATER DIRECTOR**

**INTRODUCTION**

WHEREAS, AARON STEINWAND (hereinafter referred to as "Deputy Water Director") has been duly appointed as Deputy Water Director for Inyo County; and

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

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. ADMINISTRATION OF CONTRACT.**

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

**3. TERM.**

The term of this Agreement shall be from October 9, 2018 until terminated as provided below.

**4. CONSIDERATION.**

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

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

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

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

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

## **5. WORK SCHEDULE.**

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

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

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

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

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

## **8. COUNTY PROPERTY.**

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

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



compiled by, or are the result or product of, Deputy Water Director's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Deputy Water Director will convey possession and title to all such properties to County.

**9. WORKERS' COMPENSATION.**

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. TERMINATION AND DISCIPLINE.**

Deputy Water Director's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy Water Director Ninety (90) days written notice of such intent to terminate. Deputy Water Director may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

**12. ASSIGNMENT.**

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

**13. NONDISCRIMINATION.**

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

**14. CONFIDENTIALITY.**

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

**15. CONFLICTS.**

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

**16. POST AGREEMENT COVENANT.**

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

**17. 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.

**18. NOTICE.**

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

<b>County of Inyo</b>	
<u>County Administrator</u>	<u>Department</u>
<u>P.O. Drawer N</u>	<u>Mailing Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

**Deputy Water Director:**  
AARON STEINWAND Name  
3105 S. Tumumbleweed  
Bishop, CA 93514 City and State

**19. ENTIRE AGREEMENT.**

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

////

////

**AGREEMENT BETWEEN COUNTY OF INYO  
AND AARON STEINWAND  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY WATER DIRECTOR**

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

**COUNTY OF INYO**

**DEPUTY WATER DIRECTOR**

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

By: Aaron Steinwand  
Print or Type Name

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

  
\_\_\_\_\_

Signature

Dated: September 17, 2018

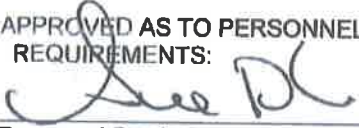
APPROVED AS TO FORM AND  
LEGALITY:

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

APPROVED AS TO ACCOUNTING  
FORM

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

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

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

**AGREEMENT BETWEEN COUNTY OF INYO  
AND AARON STEINWAND  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY WATER DIRECTOR**

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

**COUNTY OF INYO**

**DEPUTY WATER DIRECTOR**

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

By: Aaron Steinwand  
Print or Type Name

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

  
\_\_\_\_\_  
Signature

Dated: September 17, 2018

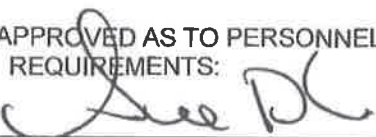
APPROVED AS TO FORM AND  
LEGALITY:

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

APPROVED AS TO ACCOUNTING  
FORM:

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

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND AARON STEINWAND  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY WATER DIRECTOR**

**TERM:**

**FROM: October 4, 2018 TO: TERMINATION**

**SCOPE OF WORK:**

Deputy Water Director shall perform the duties and responsibilities as identified in the job description for Deputy Water Director attached hereto.



AN EQUAL OPPORTUNITY EMPLOYER  
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES AN OPEN RECRUITMENT FOR:

**DEPUTY WATER DIRECTOR**

**\*\*BENEFITS:** CalPERS Retirement System: Existing ("Classic") CalPERS members as of January 1, 2013, (2% at 55) – Inyo County pays employee contribution for current CalPERS members; new CalPERS members hired after January 1, 2013 (2% at 62) will be required to pay at least 50% of normal cost. Medical Plan – Inyo County pays a portion of employee and dependent monthly premium on PERS medical plans; 100% of employee and dependent monthly premium paid for dental and vision; \$20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid Administrative Leave – 24 hours per year. Paid holidays – 11 per year. Pursuant to Inyo County Code Section 2.80.055, this position is expected to be exempt from the County Merit System under an at-will employment contract between the County and the person filling the position. As such, the person filling this position may negotiate the salary and certain benefits.

**DEFINITION:** The Deputy Water Director will assist the Water Director in managing and directing the activities of the Water Department; to provide administrative and policy recommendations and guidance to the Board of Supervisors, independently and in concert with the County Administrator and County Counsel; to plan, organize and direct the activities of the Water Department; to provide highly complex staff assistance to the Water Director; to assume the responsibilities of the Water Director as assigned or required in his/her absence; and, to function as a positive and proactive team leader and team member.

**LEVEL OF RESPONSIBILITY AND SCOPE:** This confidential, management-level position receives administrative direction from the Water Director and may receive policy direction from the County Administrator and Board of Supervisors in the absence of the Water Director. Exercises direct supervision over management, professional, technical and clerical personnel.

**REPRESENTATIVE DUTIES:**

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

- In the absence of the Water Director, assuming the responsibilities of the Water Director as necessary or as assigned.
- Assisting the Water Director in directing and coordinating the services, functions, and activities of Water Department.
- Advising, supervising, and providing administrative or technical oversight to staff within the Water Department.
- Assist Director and financial staff with budget preparation and departmental finance
- Reviewing, interpreting, developing, modifying and implementing County water policies and related documents, and applying them to the County's benefit in specific situations.
- Directing, coordinating, monitoring and, as necessary, performing the development of assigned work plans, priorities, policies and analyses; assigning work activities, projects, and teams; performing the most critical and sensitive professional representation, facilitation, and negotiation tasks; monitoring, evaluating and, as necessary, modifying work in progress and at completion to ensure success.
- Researching, negotiating, preparing and administering contracts with consultants, contractors, service providers, and/or vendors of various services.
- Researching potential funding sources, developing grant applications/proposals, negotiating agreements, and administering grant programs and budgets.
- Developing, administering and managing assigned budgets; forecasting of funds needed, researching and analyzing funding sources and availability; monitoring and reviewing budgets.

- Serving as liaison with other governmental agencies -- including City of Los Angeles, Los Angeles Department of Water and Power, federal and state agencies, municipalities, Joint Powers Authorities including the Owens Valley Groundwater Authority, and special districts – non-governmental entities, and community interests; coordinating activities and communications with other members/parties, and representing the County of Inyo's interests and needs in a positive and collaborative manner.
- Directing/performing the investigation and resolution of complaints/concerns related to water issues within the County; identifying and initiating solutions to major issues involving state and county water policy.
- Providing staff support to the Inyo County Water Commission.
- Organizing, coordinating, providing leadership to, and participating in a variety of committees and task forces within the County of Inyo, state and federal agencies/departments in response to identified needs, special assignments, enhanced communications, and the over-all and on-going commitment to supporting the County of Inyo and its citizens.
- Overseeing, managing, and monitoring the collection of a wide variety of data and documentation; overseeing, managing, and monitoring related recordkeeping and reporting functions; researching and preparing a variety of technical and administrative reports and presentations; preparing written correspondence.
- Maintaining current knowledge of laws, codes, regulations, policies and procedures related to areas of responsibility; modifying programs, projects, procedures and services to assure compliance with standards and requirements as needed.
- Guiding Inyo County's implementation of the California Sustainable Groundwater Management Act.
- Preparing and presenting effective reports and presentations.
- Building and maintaining positive working relationships with County management and staff, outside agencies and organizations, state and federal departments and agencies, and the general public.
- Performing related duties as assigned.

#### **MINIMUM QUALIFICATIONS**

##### **Knowledge of and ability to demonstrate, within six months of hire, proficiency in:**

- Operational characteristics and functions of a water resources management program.
- Environmental review under state and federal law.
- Standard and accepted principles and practices of water management, water law, hydrology, and land management.
- Advanced principles and practices of project management.
- Standard and accepted principles and practices of policy development and implementation.
- Principles and practices of leadership, motivation, team building and conflict resolution.
- Principles and practices of business correspondence, grant writing, and report writing.
- Pertinent local, state and federal laws, rules and regulations.
- Standard and accepted governmental purchasing, contracting, and budgeting procedures, standards, and techniques.
- Standard and accepted principles and practices of organizational analysis and management.
- Principles and practices of personnel supervision, training, management, and evaluation.
- Standard and accepted office procedures, methods, and equipment.
- Standard workplace computer software applications.

##### **Skill to:**

- Prepare and present complex technical information in a court, hearing, arbitration, public meeting, or similar setting in a manner appropriate to the purpose and audience.
- Provide positive and effective policy and technical advice to the Water Director and County decision makers.
- Analyze fiscal, operational and technical reports; interpret and evaluate staff reports; know laws, regulations and codes; observe performance and evaluate staff.
- Problem-solve issues of County-wide policy application; be familiar with and consistently apply various personnel rules; and explain and interpret policy.
- Develop and implement policies and procedures having County-wide application in an effective and proactive manner.

- Gain cooperation through discussion, persuasion, and tact.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals and objectives.
- Interpret and apply County policies, procedures, rules and regulations in an effective and timely manner.
- Successfully develop, control and administer multiple budgets and monitor expenditures for diverse and varied assigned divisions.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, justify recommendations, and implement appropriate activities in support of established goals.
- Negotiate with and persuade individuals and groups with diverse needs and priorities in an effective and positive manner.
- Communicate clearly, concisely, and tactfully in both oral and written forms.
- Supervise, train and evaluate assigned management, supervisory, technical, operational, and clerical personnel.
- Work with various cultural, ethnic, and interest groups in a tactful and effective manner.
- Plan, organize and schedule priorities for self and others in an effective and timely manner.
- Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others.
- Be self-directing and work independently with little supervision.
- Establish and maintain effective working relationships with those contacted in the performance of assigned duties.
- Quickly learn and proficiently use specialized computer software licensed to the County of Inyo.

#### **Core Competencies:**

The core competencies required by this position's level of responsibility and public prominence:

- **Intensity:** Goes after the goal with passion; is results oriented, and gets the job done. Key Concepts: Risk-taker; results-oriented; and initiative driver.
- **Ethical Behavior:** Does what is right regardless of temptations and pressures to do otherwise; upholds the public's trust; and conducts self-according to a set of principles. Key Concepts: Respect; trust; responsible; fair; and caring.
- **Influence:** Affects successful outcomes for the organization through the use of masterful leadership, collaboration, and a keen understanding of the organization, its goals, and the interests of all parties. Key Concepts: Engaged; collaborative; strategic orientation; situational awareness; organizationally savvy; inspirational; energizing-empowering; team orientation; and change agent.
- **Commitment:** Successfully builds relationships with and promotes involvement of diverse groups; considers the needs of diverse clients when developing policies and procedures related to service; works closely with diverse groups to identify and deliver services that meet their needs and the strategic objectives of the program; establishes customer service as the single purpose to which all resources are dedicated; focuses on delivering the best services possible to the public; focuses on customer needs; and is committed to public service. Key Concepts: Public servant; and customer service.
- **Interpersonal Skills:** Possesses and uses versatile communication styles and approaches; understands the underlying psychology of why people act as they do and changes approach to affect positive outcomes; builds rapport throughout the organization; and develops human potential. Key Concepts: Staff development; communication; listening; delegation; recognition; and buy-in.
- **Resiliency:** Is adaptable; takes direct action; leads by example; exhibits tenacity. This leader is ready, flexible, self-reliant, and has a reputation for finding opportunities in difficult situations. Key Concepts: Action-orientation; adaptability; flexibility; agility; tenacity; survivability; courage; confidence; and intuition.
- **Craftsmanship:** Rejects the "good enough for government work" attitude; takes ownership of work done and results accomplished; takes pride in delivering quality services to customers; seeks out opportunities to develop new and creative solutions and programs; imagines possibilities; defines a vision, and works to bring vision into reality. Key Concepts: Innovative; imaginative; inventive; pride-in-work; accountability; self-development; and self-starter.



**License or Certificate:** May need to possess a valid driver's license as required by the position. Proof of adequate vehicle insurance may also be required. The successful candidate must complete a pre-employment background investigation. Licensure as appropriate to training is desirable.

**Experience and Training:** Any combination of experience and training that demonstrates the required knowledge, skills and experience to excel in the position is qualifying. A typical way to obtain the required knowledge and skills would be:

A degree (master's degree or doctorate is desirable) from an accredited college or university with major coursework in public administration; water resources planning; land management, environmental, earth, or biological science; or a closely related field; with a minimum of five years of increasingly responsible experience in water resources or land management, including three years of administrative and supervisory experience;

OR,

A law degree from an accredited college or university with a current license, in good standing, to practice law (if not licensed to practice law in the State of California, successful candidate must obtain license to practice law in the State of California within 12 months of appointment as a condition of continued employment), plus a minimum of five years of legal practice with at least three years of such practice involving the representation of public entities in water resources, environmental law, or a related field, or comparable legal experience in the private sector, including three years of administrative and supervisory experience.

**Typical Physical Requirements:**

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

**TYPICAL WORKING CONDITIONS:** Regular work may be assigned anywhere in Inyo County. Most assigned work is normally performed in an office/public meeting environment; however, some assignments may require performance of job duties in the field. Evening and weekend work may be required. Continuous contact with County staff, management, local, state and federal agency representatives, general public, and outside organizations/agencies.

**POSITION STATUS:**

The is a confidential, management-level position. Pursuant to Inyo County Code Section 2.80.055, this position is exempt from the County Merit System under an at-will employment contract between the County and the person filling the position. As such, the person filling this position may negotiate the salary and certain benefits.

**Special Requirements:** Must possess a valid operator's license issued by the State Department of Motor Vehicles. Must successfully complete a pre-employment background investigation.

**SELECTION:** Selection procedures will be determined by the number and qualifications of applicants and may include a qualification screening, written examination, and oral examination.

**APPLICATION:** This recruitment will remain open until position has been filled. Interested candidates are encouraged to apply as soon as possible as the County will be reviewing applications and arranging interviews with promising candidates on a rolling basis. Applications must be received at the Inyo County Personnel Department, P.O. Box 249, Independence, CA 93526. Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached". Incomplete applications will not be processed.

The County of Inyo has work sites located throughout the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancho) and the Death Valley area (Death Valley, Tecopa, and Shoshone). Positions are assigned to a work site based upon the needs of the County. Positions may be temporarily or permanently reassigned to another work site as deemed necessary by the Department Head and/or County Administration. All positions are considered Countywide positions, and employees are expected to report to all Inyo County work locations as needed to complete assigned work.

**REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES:** Inyo County will make reasonable efforts in the examination process on a case-by-case basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0377 prior to the examination process.

**CITIZENSHIP/IMMIGRATION STATUS:** Inyo County employs only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND AARON STEINWAND  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY WATER DIRECTOR**

**TERM:**

**FROM: October 4, 2018**

**TO: TERMINATION**

**SCHEDULE OF FEES:**

1. Deputy Water Director shall be paid \$ 8,547 per month. Deputy Water Director shall be paid every two weeks on County paydays.
2. The Water Director will review Deputy Water Director's performance annually. As a result of such review, the County Administrator may authorize an increase in Deputy Water Director's salary to a higher step in the range for Deputy Water Director's position.
3. To the extent not inconsistent with any other provision of this contract, the terms and conditions of Deputy Water Director's employment shall also be covered by the County's Personnel Rules and Regulations and by the Management Resolution. (Note: among other things, Articles XII and XIII of the Personnel Rules and Regulations, dealing with Disciplinary Procedures/Appeals and Grievances, will not apply to Deputy Water Director's employment.)
4. Deputy Water Director is entitled to forty paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
5. County will provide and maintain a motor pool vehicle for Deputy Water Director use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND AARON STEINWAND  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY WATER DIRECTOR**

**TERM:**

**FROM: October 4, 2018    TO: TERMINATION**

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

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

**\\\ NOTHING FOLLOWS ///**



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

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

13

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

**FROM: HEALTH & HUMAN SERVICES**

**FOR THE BOARD MEETING OF: September 25, 2018**

**SUBJECT:** Request to change authorized strength and hire positions budgeted for in the approved FY 2018/2019 County Budget and approve the job descriptions for the Registered Dietician Nutritionist and the Prevention Program Manager.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board find that, consistent with the adopted 2018/2019 County Budget:

- A) The availability of Social Services, Mental Health and other non-General Fund budget funding is available to support the positions for which funding was authorized in the 2018/2019 County Budget approved on September 11, 2018;
- B) Where internal candidates meet the qualifications for these positions, vacancies may be filled through internal recruitment, but an external recruitment for these positions would be more appropriate to ensure qualified applicants apply;
- C) Make the following changes in the HHS authorized strength:
  - a. Delete one Behavioral Health Nurse (Range 80)
  - b. Delete two Rehabilitation Specialists (Range 60)
  - c. Delete two Office Technician II's (Range 59)
  - d. Delete one WIC Program Manager (Range 74) upon the retirement of current employee
  - e. Delete one Health and Human Services Specialist (Range 53)
  - f. Delete one Social Worker IV (Range 73-non-clinical position)
  - g. Add two Social Worker IV/Psychotherapists (Range 81)
  - h. Add one Administrative Analyst (Range 70)
  - i. Add one Prevention Program Manager (Range 74) upon the retirement of current WIC Program Manager
  - j. Add one Prevention Specialist (Range 60)
  - k. Add one B-Par Dietician (Range 74)
  - l. Add one Registered Nurse/Public Health Nurse (Range 80)
- D) Approve the hiring of the following positions:
  - a. Two Social Worker IV/Psychotherapists at Range 73/81 (\$4,900[73a] - \$7,201[81e])
  - b. One Administrative Analyst at Range 68/72 (\$4357[68a] - \$5,815[72e])
  - c. One Public Health Nurse/Registered Nurse at Range 78/80 (\$5518[78a] - \$7,035[80e])
  - d. One Prevention Program Manager (following retirement of current WIC Program Director) at Range 74 (\$5,021-\$6,103)
  - e. One Prevention Specialist at Range 60 (\$3,612 - \$4,387)
  - f. One B-Par Registered Dietician Nutritionist at Range 74 (\$26.37 - \$32.05), and
- E) Approve the job descriptions for the Registered Dietician Nutritionist and the Prevention Program Manager.

## **CAO RECOMMENDATION:**

### **SUMMARY DISCUSSION:**

Your Board reviewed and approved the Recommended County Budget for FY 2018/2019 on September 11, 2018. Included were recommendations to make the following changes in authorized strength for HHS:

1. Delete one Behavioral Health Nurse, Range 80 and Add one Social Worker IV/Psychotherapist, Range 81 (Allows for increase in clinical services and associated Medi-Cal billing) *HHS previously increased the number of Behavioral Health nurses in an effort to better impact integrated health issues. However, after having used this model for the last approximately 3 years, we have found that we can still meet this need with the remaining nursing staff and the consumers are in greater need of the mental health clinical services that can be provided by a Social Worker IV/Psychotherapist.*
2. Delete two Rehabilitation Specialists, Range 60 and Add one Social Worker IV/Psychotherapist, Range 81 (Allows for increase in clinical services and associated Medi-Cal billing) *Rehabilitation Specialists are limited as to the scope of Medi-Cal billing they are able to draw and they are unable to provide the clinical level services that a Social Worker IV/Psychotherapist is able to provide to our child and family population. This change supports our on-going efforts to provide higher levels of support to children and families, including those identified as part of the Juvenile Services Redesign.*
3. Delete two Office Technician II's, Range 59 and Add one Administrative Analyst II, Range 70 (Fiscal Division) *This change is requested as a higher level of staff is needed to devote time to track realignment trends and changes, increase efficiency in quarterly claiming and develop department-wide budget tracking and monitoring tools.*
4. Delete one WIC Program Manager, Range 74 and Add one Prevention Program Manager, Range 74 (Allows for broader management of Prevention programming) *Establishing a Prevention Program Manager that is able to provide higher level program management beyond WIC (e.g. State Plans, Budget work, needs assessments, plan updates...) will allow for the department to better meet the wide range of program requirements in WIC, Tobacco Control Funding, Substance Use Disorder (SUD) Prevention funding and other prevention program services. With the new Tobacco funding established with Proposition 56, the state requires a full-time Tobacco Control Program Coordinator, which has impacted the ability of the department to meet the various requirements of other prevention programs. This propos also allows the current Human Services Supervisor to continue in the role of the Program Coordinator on a full-time basis and moves the higher level functions to the Prevention Program Manager. **Please note – this position would not be filled until the retirement of the current WIC Program Manager.***
5. Delete one HHS Specialist II, Range 53 and Add one Prevention Specialist, Range 60 (Will allow for program to better meet the requirements of the Tobacco Control Program) *The new funding authorized under Proposition 56 also includes an increase in expected levels of program services that cannot be currently met by the existing staff. The department has maintained a vacant Health and Human Services Specialist position and if deleted and replaced with a Prevention Specialist, would allow the department to better meet the program needs across all prevention funding.*
6. Add one Registered Nurse/Public Health Nurse, Range 80 (deleting one vacant A-Par RN/PHN – still meets the on-call need while ensuring sufficient nurse coverage of Public Health programs) *Public Health is underspending in several budgets and has not been able to fill the APAR nurse position, which was created for jail on-call coverage. A Full-Time nurse will allow Public Health to leverage CHDP, CCS, immunization, CARES and HIV surveillance funding while still providing additional on-call nursing coverage for the Inyo County Jail.*
7. Add one B-Par Dietician, Range 74 (Meets the WIC and ESAAA requirements, as well as able to provide services to other populations) *With the establishment of a Prevention Program Manager that is not tied specifically to WIC and does not have a Registered Dietician qualification requirement, a part-time Registered Dietician would be able to better meet the needs of not only WIC, but also of our Elder Nutrition Program through both ESAAA and IC-GOLD. **Please note: Unlike the position in #4 above,***

*the department would request filling this position would not hinge upon the retirement of the WIC Program Manager.*

8. Delete one Social Worker IV, Range 73 (Program determined better able to meet needs of families with existing staffing) *This position has remained vacant for several years in our FIRST (Families Intensive Response and Strengthening Team) program and the department has determined that the staffing level needed does not require this position.*

The total increase in costs to the Department is \$3,359.00, an amount that can be covered within the Department's budgets. The Department respectfully requests that your Board make the requested changes in authorized strength, authorize the Department to fill these positions as outline above and approve the attached draft job descriptions for the two newly authorized positions.

**ALTERNATIVES:**


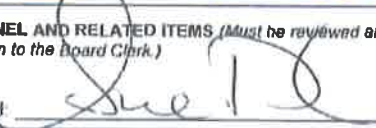
Your Board could choose to not fund these positions or approve some and not all. This would result in the Department not being able to fully meet the program needs across Department programs.

**OTHER AGENCY INVOLVEMENT:**

CA Department of Social Services, CA Department of Health Care Services, CA Department of Public Health,

**FINANCING:**

Funding for positions is consistent with Budgets submitted and approved in the 2018/2019 County Budget.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b>	<p><b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i></p> <p>Approved: _____ Date: _____</p>
<b>AUDITOR/CONTROLLER:</b>	<p><b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i></p> <p>Approved:  Date: <u>9/19/2018</u></p>
<b>PERSONNEL DIRECTOR:</b>	<p><b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i></p> <p>Approved:  Date: <u>9/19/18</u></p>

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received) Maryam Khan Date: 9/19/18



*AN EQUAL OPPORTUNITY EMPLOYER  
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)*

ANNOUNCES AN **OPEN RECRUITMENT** FOR:

**REGISTERED DIETITIAN NUTRITIONIST- PART TIME**

DEPARTMENT: Health & Human Services  
LOCATION: Countywide  
SALARY: BPAR **Range 74**  
TERM: Position will become available September, 2018

**\*BENEFITS:** add current B-Par benefit language

**DEFINITION:** A Registered Dietitian is responsible for providing, developing, and/or coordinating nutritional assessments, plans, education, and counseling to individuals who receive county services. Develops and oversees menus for various programs in accordance with regulatory and program-specific dietary guidelines. Functions under the direct supervision of the HHS Deputy Director of Public Health & Prevention, or her designee.

**ESSENTIAL JOB DUTIES:** The Registered Dietitian provides counseling services for the prevention and management of chronic diseases, nutrition education across the lifespan, and referrals to other community resources as needed. The Registered Dietitian establishes guidelines for nutritional assessments, and oversees development, implementation and evaluation of annual staff training plan, nutrition education classes and nutrition education materials for groups and individuals, as well as written nutrition education for targeted populations (e.g. newsletter and media articles).

The Registered Dietitian develops and implements regular monitoring of kitchen staff in designated programs, and ensures communication with appropriate managers regarding compliance strengths and weaknesses; participates in ongoing quality improvement.

Within the WIC program, the Registered Dietitian oversees the nutritional components of the program. The duties will entail nutrition assessments and subsequent education and counseling of pregnant, lactating, postpartum women, infants, and children from birth to five (5) years of age. The Registered Dietitian is responsible for development, implementation, and evaluation of the WIC Nutrition Services Plan, the WIC Quality Assurance Plan, and WIC Nutrition Assistant training and certification. The Registered Dietitian is also assigned as the WIC Breastfeeding Coordinator.

Within the Aging Services Elderly Nutrition Program (ENP), the Registered Dietitian oversees the nutritional components of both the congregate and home delivered meal programs consistent with California Department of Aging and Federal Regulations. Components include, but are not limited to review and approval of proposed menu plans to ensure compliance with the federal dietary guidelines for older Americans including substitute menu items; quarterly and annual kitchen inspections within the service area of Inyo and Mono counties, including annual monitoring of ENP program compliance; review and approval of all standardized recipes and substitute food items prior to implementation by the program; nutrition counseling for high risk

older adults with nutritional risk factors; and review and approval of annual training plan, as well as provision of staff training as indicated.

**KNOWLEDGE OF:**

Must be knowledgeable in the areas of therapeutic and normal nutrition, as it relates to special populations (e.g. pregnant or lactating women; older adults; infants/children; individuals with chronic medical conditions). Knowledge and understanding of and sensitivity to area minority groups and their socio economic backgrounds and cultures.

**SKILLS:**

Able to quickly build and maintain rapport with consumers and staff of differing backgrounds; act as a team player; be customer-service oriented; possess intermediate computer skills and be able to learn and understand program-specific computer database systems; familiarity with modern office practices and procedures including email; effectively interview and conduct group education and one-to-one education; use sound judgement and make appropriate, informed decisions; effectively organize work with limited supervision; be familiar with adult learning and general training techniques; pay attention to detail and exhibit excellent follow-through on work tasks; handle multiple tasks simultaneously

**EMPLOYMENT STANDARDS:**

Must be certified as a Registered Dietitian Nutritionist (RDN) through the Commission on Dietetic Registration (CDR).

Prior experience working in a WIC program and/or one year of experience in providing education, counseling, and/or training in a healthcare or community setting is desirable. Bi-lingual English/Spanish language competency is desirable.

**TYPICAL WORKING CONDITIONS:** Most assigned work is normally performed in an office environment. Continuous contact with general public, departmental and County staff, management, individuals, and other outside organizations. Occasional travel within Inyo County and the State of California is required.

**SPECIAL REQUIREMENTS:** Must have physical ability to produce written documentation by hand or computer; sit, stand, walk, twist, and lift and carry up to 30 pounds; climb and descend stairs. Must show proof of Rubella, Measles, and Hepatitis B immunizations; must possess a valid California driver's license; must pass County pre-employment background investigation and physical examination, including drug screen.

**NEPOTISM POLICY:**

A copy of Inyo County Personnel Rules and Regulations, Section 107, is available upon request.

**SELECTION:** Selection procedures will be determined by the number and qualifications of applicants, and may include a qualification screening, written examination, and oral examination.

**APPLICATION:** Applications **must be received** in the Inyo County Personnel Office, P.O. Box 249, Independence, CA 93526, no later than 5:00 p.m. on \_\_\_\_\_ (postmarks not accepted). Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached"**. Incomplete applications will not be processed. Applications may be faxed to meet deadline--original application with original signature must be mailed.



THIS RECRUITMENT WILL ESTABLISH AN ELIGIBILITY LIST THAT MAY BE USED FOR ONE YEAR IN FILLING COUNTYWIDE VACANCIES THAT MAY OCCUR IN THIS JOB CLASSIFICATION AND SALARY RANGE.

**REASONABLE ACCOMODATIONS FOR INDIVIDUALS WITH QUALIFYING DISABILITIES:** Reasonable efforts will be made in the examination process on a case-by-case basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0377 prior to the examination process.

**CITIZENSHIP/IMMIGRATION STATUS:** Inyo County Health and Human Services employs only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

The County of Inyo has work sites throughout the Owens Valley (Independence, Bishop, Lone Pine, Big Pine and Olancho) and the Death Valley area (Death Valley, Tecopa, and Shoshone). Additionally, the County of Inyo has work sites located in Mono County. Positions are assigned to a work site based upon the needs of the County. Positions may be temporarily or permanently reassigned to another work site as deemed necessary by the Department Head.

DRAFT



AN EQUAL OPPORTUNITY EMPLOYER  
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

### **PREVENTION PROGRAM MANAGER**

**DEFINITION:** Under the direction of the HHS Deputy Director of Public Health and Prevention, provide planning, administration, management oversight and supervision to Prevention programs, including but not limited to Tobacco Control Program; Substance Use Disorder (SUD) Prevention; and the Women, Infants and Children (WIC) nutrition program.

**ESSENTIAL JOB DUTIES:** Provides management oversight to the WIC, Tobacco Control, Substance Use Disorder Prevention and other prevention programs, ensuring that assigned staff is provided training consistent with program-specific regulatory requirements and that client records, assessments, eligibility determinations, and issuances when applicable are conducted consistent with federal and state regulations. Ensures dietitian required services are completed pursuant to regulations at initial and annual assessments. Coordinates with the department dietitian to ensure nutrition planning, education and counseling are provided to WIC clients and other identified populations. Ensures dietitian provides training to staff in the provision of individual and group nutrition counseling. Assists in the preparation of the prevention budgets; writes required annual reports as needed; prepares for state audits; and performs other duties as assigned. Plans, directs, and administers the implementation and on-going management of multiple prevention programs, primarily through subcontractors, in the most cost effective and services oriented manner; facilities and provides positive leadership to program project, and multi-disciplinary team members. Directs, coordinates, and monitors the development of designated programs' work plans, priorities, and evaluation criteria; assigns work activities, projects, and teams; performs the most critical and sensitive professional representation, facilitation, and negotiation tasks monitors and evaluates work in progress and at completion to ensure compliance with program and project criteria. Identifies programmatic goals, objectives, priorities, and activities to be accomplished consistent with the First 5 mission, and in a Health and Human Services context; develops strategies for the successful achievement of those goals, objectives, and priorities; directs and coordinates the implementation of accepted strategies and plans. Identifies and develops new and/or modified programs that would promote and enhance the mission, goals, and objectives of First 5; initiates, oversees, and participates in the necessary research and analysis to justify the appropriateness of implementing the proposed program/project. Serves as a contributing member within the Health and Human Services management team participates in the development and implementation of Departmental policies, procedures, and systems; participates in the identification and allocation of fiscal, staffing, and material resources; represents First 5 and the Department of Health and Human Services with the State, local partners, the community and outside organizations.

### **EMPLOYMENT STANDARDS**

**Qualifications:** At least five (5) years of progressively responsible professional/clinical experience including at least three (3) years of administrative and management/supervisory responsibility and a bachelor's degree or higher with emphasis in behavioral science, social science, and/or business/public administration is preferred. Note: Up to two years of additional relevant experience (beyond the 5-year minimum) may be substituted for up to two (2) years of education.

**Knowledge of:** advanced principles and practices of leadership, motivation, team building, and conflict resolution are desired, as well as standard and accepted organizational and management practices and prevention strategies as applied to the development, analysis, and evaluation of programs, policies, and operational needs.

**Ability to:** On a continuous basis, receive and understand budget and technical reports; interpret and evaluate staff reports; know laws, regulations, and codes; observe performance and evaluate staff; problem solve department related issues; remember various rules; and explain and interpret policy. Interpret and apply County policies, procedures, rules, and regulations in an effective manner Communicate clearly and concisely, both orally and in writing using appropriate language and grammar. Supervise, train, and evaluate assigned personnel. Work with various cultural and ethnic groups in a tactful and effective manner.

**Special requirements:** Must be available to work flexible hours. Must possess or obtain by appointment date a valid operator's license issued by the State Department of Motor Vehicles. Must have ability to sit, stand, walk, reach above shoulder level, twist, lift and carry up to 25 pounds, climb and descend stairs.

DRAFT



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

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

14

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

**FROM:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF:** September 25, 2018

**SUBJECT:** Request to hire an Administrative Analyst I/II in Health and Human Services.

**DEPARTMENTAL RECOMMENDATION:**

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

- A) The availability of Social Services and Mental Health funding (no General Funds) for the position of Administrative Analyst exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of either an Administrative Analyst I at Range 68 (\$4,357-\$5,294) or II at Range 70 (\$4,569-\$5,557), dependent upon qualifications.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Administrative Analyst II in HHS recently became vacant as the employee accepted a promotional opportunity with the Bishop Paiute Tribe. The Administrative Analyst position collects, monitors, and analyzes data for quality assurance and quality improvement purposes, as well as for evaluation and outcome reporting.

The HHS analyst team routinely reviews data electronic health records and state data bases to monitor for program integrity in our Public Health and Prevention, Behavioral Health, and Aging and Social Services divisions. Data is also analyzed to look for trends and outcomes. This position helps identify opportunities to expand data collection and data collection systems for continuous quality improvement.

A primary focus is monitoring and analyzing both short term and long term outcomes for specialty populations such as inmates re-entering the community, This position reports to our HHS Management Analyst to ensure that analysis and improvements are within the bigger HHS and County "picture".

The Department is respectfully requesting authorization to recruit and hire an Administrative Analyst I or II in HHS dependent upon qualifications.

**ALTERNATIVES:**






Your Board could choose not to authorize the hiring of the Administrative Analyst I or II position. This will limit our ability to develop our expertise in the area of evaluation and outcomes. This is a critical area as we need to ensure that efficiency and effectiveness is achieved in our use of public funds.

**OTHER AGENCY INVOLVEMENT:**

CA Department of Social Services, Probation, Community Corrections Partnership

**FINANCING:**

State, Federal, and Behavioral and Social Services Realignment funds. This position is currently budgeted 50% in the Social Services Budget (055800) and 50% in the Mental Health Budget (045200) in the Salary and Benefits object category. No County General Funds.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved:  Date: <u>9/7/2018</u>
<b>PERSONNEL DIRECTOR:</b> 	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved:  Date: <u>9/4/18</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 9/4/18



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  15
---

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

**FROM:** HEALTH & HUMAN SERVICES – Behavioral Health Division

**FOR THE BOARD MEETING OF:** September 25, 2018

**SUBJECT:** Request authorization to hire one full time Office Clerk III in the HHS Behavioral Health Division.

**DEPARTMENTAL RECOMMENDATION:**

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

- A. the availability of funding for the requested positions exists in the Behavioral Health and Drinking Driver Program budgets (no County General Funds), as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
- B. where internal candidates meet the qualifications for the position, the vacancy could be filled by an internal candidate, but an open recruitment would be more appropriate to ensure more qualified candidates apply; and
- C. approve the hiring of one full time Office Clerk III Range 52 (\$2,997-\$3,641).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

A full time Office Clerk III position in the Behavioral Health Division is vacant as an employee has accepted a promotional opportunity as the Administrative Secretary II to HHS Deputy Director of the Behavioral Health Division. The vacancy has occurred in our HHS Grove Street front office. This position is one of three Office Clerk III positions in the Grove Street office and is supervised by the Office Technician III. The team provides reception for the entire Grove Street Office which includes Behavioral Health, Child Welfare, Adult Protective Services, IHSS, Wraparound and Public Guardian/Public Administrator services. As such, it is a busy office with a high volume of direct client services. The Office Clerks ensure that consumers and partners are welcomed and supported as they come into the office or are on the phone. This is often the first point of contact to engage persons in services. This position provides not only front office support but also assistance with admissions and maintenance of the electronic health records. The Division continues to look for ways to increase efficiency in the use of the electronic health record as well as moving forward with telemedicine. The Department respectfully requests permission to recruit and hire to fill this vacancy.

**ALTERNATIVES:**



The Board could choose to not to allow Behavioral Health to hire this position. This would seriously impact our ability to provide consumer and staff support at all levels.

**OTHER AGENCY INVOLVEMENT:**

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, schools, primary health, and law enforcement, in addition to most other HHS divisions.

**FINANCING:**

State and Federal funding, along with Behavioral Health and Social Services Realignment funds. This position is budgeted 80% in Mental Health (045200); 5% in Social Services (055800) and 15% in DDP (045312); in the salaries and benefits object codes. No County General Funds.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: _____ Date: 9/4/18
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: _____ Date: 8/30/18

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date:

9/4/18



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

For Clerk's use only: <b>AGENDA NUMBER</b>  16
--

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

**FROM:** HEALTH & HUMAN SERVICES: BEHAVIORAL HEALTH

**FOR THE BOARD MEETING OF:** September 25, 2018

**SUBJECT:** Ratify Contract between County of Inyo and Brian McKinney, M.D Inc. for psychiatry services at Inyo County Jail.

**DEPARTMENTAL RECOMMENDATION:**

Request Board ratify the contract between the County of Inyo and Dr. Brian McKinney for jail psychiatry services in an amount not to exceed \$16,000 for the period of September 15, 2018 to June 30, 2019 and authorize the Chairperson to sign the contract and the HIPAA Business Association Agreement.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This contract is to be ratified as it took additional time to meet standards for sole source. Services under this contract will not be performed until after it is ratified. This contract is a sole source contract for these specialized services in the jail. We continue to look for ways to meet the needs for psychiatry services in Inyo County. We have employed the services of a recruitment firm, Jackson Physician Search, and have implemented a certain amount of telemedicine services in order for Dr. Schneider to make a smooth transition to retirement and ensure continuity of care. Dr. McKinney is willing to provide a combination of telemedicine and in-person psychiatry services for the inmates of Inyo County Jail. He will be using the previously purchased tele-conferencing equipment for the jail. He will alternate a half day per month in-person with a half day of telemedicine services. This contract represents the same level of services originally provided by Dr. Schneider at the jail. This will be an opportunity to explore the provision of services by this provider.

**ALTERNATIVES:**

Your Board could choose not to approve this contract. We would then miss an opportunity to explore the provision of this hybrid of service provision for future use.


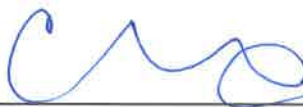

**OTHER AGENCY INVOLVEMENT:**

Other HHS agencies who provide support and care to persons with severe mental illness.

**FINANCING:**

Mental Health realignment funds as allowed in a correctional setting. This contract is budgeted in Mental Health (045200) in Professional Services (5265). No County General Funds.



APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>YES</u> Date <u>9/11/18</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>9/14/2018</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>J</u> Date <u>9/11/18</u>

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



Date: 9/11/18

## AGREEMENT BETWEEN COUNTY OF INYO

AND Brian J. McKinney, MD. Inc.  
FOR THE PROVISION OF Psychiatry SERVICES

### INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Psychiatry services of Brian McKinney, MD. Inc. of Westlake Village, Ca (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

### TERMS AND CONDITIONS

#### 1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Gail Zwier, Ph.D, whose title is: HHS Deputy Director of BH. 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 9.15.18 to 6.30.19 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 Sixteen Thousand Dollars (\$16,000) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

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

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

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

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

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from

receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, 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. WORKERS' COMPENSATION.**

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

**9. INSURANCE.**

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

**10. STATUS OF CONTRACTOR.**

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

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

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

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

#### **11. DEFENSE AND INDEMNIFICATION.**

Contractor shall 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.

#### **12. RECORDS AND AUDIT.**

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

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

#### **13. NONDISCRIMINATION.**

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

#### **14. CANCELLATION.**

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

#### **15. ASSIGNMENT.**

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

Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

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

**18. CONFIDENTIALITY.**

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

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

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

**23. AMENDMENT.**

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

**24. NOTICE.**

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

County of Inyo	
<u>Health and Human Services-BH</u>	Department
<u>162 J Grove St.</u>	Street
<u>Bishop, Ca 93514</u>	City and State

Contractor:	
<u>Brian J. McKinney, MD. Inc.</u>	Name
<u>2945 Townsgate Rd.</u>	Street
<u>Westlake Village, Ca 91361</u>	City and State

**25. ENTIRE AGREEMENT.**

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

////

////

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Brian J. McKinney, MD. Inc.

**FOR THE PROVISION OF** Psychiatry **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: B. McKinney

Signature

Brian McKinney  
\_\_\_\_\_  
Print or Type Name

Dated: 8/11/18

APPROVED AS TO FORM AND LEGALITY:

County Counsel

\_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:

[Signature]

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_

County Risk Manager



**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Brian J. McKinney, MD. Inc.

**FOR THE PROVISION OF** Psychiatry **SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

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

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

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

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

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

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Brian J. McKinney, MD. Inc.

**FOR THE PROVISION OF** Psychiatry **SERVICES**

**TERM:**

**FROM:** 9.15.18 **TO:** 6.30.19

**SCOPE OF WORK:**

Provide psychiatric medication assessment and medication support services for inmates at Inyo County Jail and Inyo County Juvenile Center as assigned. Services to be provided either in-person or through telemedicine equipment on a monthly basis. Provide telephonic direction, consultation, and support to Corrections Nurse, Behavioral Health Nurses and related providers as assigned through the Inyo County HHS Deputy Director of Behavioral Health. Complete related documentation for prescriptions and continuity of care in accordance with the Provider Manual. Monthly hours not to exceed 8 hours.

Contractor agrees to enter into HIPAA Business Associate Agreement herin attached.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Brian J. McKinney , MD. Inc.

**FOR THE PROVISION OF** Psychiatry **SERVICES**

**TERM:**

**FROM:** 9.15.18 **TO:** 6.30.19

**SCHEDULE OF FEES:**

\$200 per hour all inclusive

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Brian J. McKinney, MD. Inc.  
**FOR THE PROVISION OF** Psychiatry **SERVICES**

**TERM:**

**FROM:** 9.15.18 **TO:** 6.30.19

**SEE ATTACHED INSURANCE PROVISIONS**

## **Specifications 2**

### **Insurance Requirements for Professional Services**

Consultant 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 Consultant, its agents, representatives, or employees.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance 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.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

#### **Other Insurance Provisions**

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

##### ***Additional Insured Status***

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### ***Other Insurance Provisions***

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

#### ***Primary Coverage***

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

#### ***Notice of Cancellation***

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

#### ***Waiver of Subrogation***

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

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

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

#### ***Acceptability of Insurers***

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

#### ***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.**
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 Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

#### ***Verification of Coverage***

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

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

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

**COUNTY OF INYO**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and Brian McKinney, referred to herein as Business Associate (“BA”). This Agreement is effective as of 9/15/14, (the “Agreement Effective Date”).

**RECITALS**

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health (“CIMH”), herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

**1. Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.



- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### 3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

### 4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

### 5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**6. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

**7. No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**8. Effect on Contract**

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

**9. Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

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

By: Brian McKinney

Print Name: \_\_\_\_\_

Print Name: Brian McKinney

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

Title: Psychiatrist

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

Date: 8/11/18



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

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

17

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

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

**FOR THE BOARD MEETING OF:** September 25, 2018

**SUBJECT:** Request to hire a Social Worker I, II, III or IV in the Child Welfare Services division.

**DEPARTMENTAL RECOMMENDATION:**

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

- A) The availability of funding for the requested position of Social Worker I, II, III or IV exists in the non-General Fund Social Services budget as certified by the Health and Human Services Director and concurred with by the Acting County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Social Worker, either a I at Range 64 (\$3,964 - \$4,817), a II at Range 67 (\$4,253 - \$5,163), a III at Range 70 (\$4,569 - \$5,557), or a IV at Range 73 (\$4,900 - \$5,960), contingent upon qualifications; and
- D) If an internal candidate is hired into the Social Worker I, II, III or IV position, authorize HHS to backfill the resulting vacancy.

**ACTING CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Child Welfare Program recently had a Social Worker II accept a promotional Social Worker III position within our Child Welfare Program division. This resulted in the program experiencing a continued vacant position that the agency is respectfully requesting authorization to fill with a Social Worker II, III or IV. The intense Child Welfare program is responsible for investigating and managing issues related to child abuse and neglect. Over the past few years, the Child Welfare program has continued to experience increased requirements from a federal, state and local level, including implementation of the provisions of California's Continuum of Care Reform. Additionally, the program continues to see a high number of reports related to high-risk families with very young children. The program, which has experienced significant staff shortages over the last three to four years, is beginning to see stabilization in our staffing pattern, which helps HHS to better ensure the safety and well-being of some of our most vulnerable residents. Filling the existing vacancy will help to ensure the continued high quality work performed by this division.

The Department is respectfully requesting authorization to hire a Social Worker I, II, III or IV in the Child Welfare Services division. In addition, should the vacancy be filled by an internal candidate, resulting in a vacancy within the same division, the Department respectfully request authorization to recruit and hire a Social Worker I, II, III or IV to fill the resulting vacancy.

**ALTERNATIVES:**



Your Board could choose not to authorize the hiring of the Social Worker position. This would result in the existing staff, being at risk of inadvertent, compromised safety decisions on behalf of children due to unacceptable workloads.

**OTHER AGENCY INVOLVEMENT:**

Juvenile Court, Juvenile Probation, Toiyabe Family Services, local Indian tribes, Mental Health, Wild Iris, CASA, Foster Parents, Sheriff's Office, Bishop Police Department

**FINANCING:**

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

<b><u>APPROVALS</u></b>	
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved:  Date: <u>8/24/2018</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved:  Date: <u>8/23/18</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 8/31/18



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

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

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

**FROM:** Library

**FOR THE BOARD MEETING OF:** September 25, 2018

**SUBJECT:** Approve reclassification of two positions authorized in the Board Approved Fiscal Year 2018-19 Library Budget.

**DEPARTMENTAL RECOMMENDATION:**

Request Board reclassify 2 APAR (1-19.99) Librarian Specialist I, Range 48PT to APAR (1-19.99) Librarian I, Range PT54 consistent with the Fiscal Year 2018-19 Board Approved Budget and change the authorized staffing of the Library as follows:

- a. Delete 2 APAR Library Specialist I, Range PT48 and add 2 APAR Librarian I, Range PT54.

**SUMMARY DISCUSSION:**

The Adopted Fiscal Year 2018-19 Budget increased budget appropriations in the Library budget by deleting two APAR Librarian Specialist positions (Range PT48) and adding two APAR Librarian I positions (Range PT54). The total increase for this change in positions is \$5,248 a year. These reclassifications are warranted to provide continuity in the classification of staff assigned to Library branches throughout the county, specifically the Southern portion, where there is less supervision ability. This issue is the result of a grievance settlement. If approved, the reclassifications will result in the incumbents in the current positions to become higher level Librarian I positions, unless your Board of Supervisors directs that the new positions be filled through a competitive recruitment in which case the incumbents would have to be laid-off if not selected for the positions.

**ALTERNATIVES:**

Your Board could choose to not approve the change. This is not recommended, as the reclassification of these positions will allow the Library to match a prior grievance settlement.

**OTHER AGENCY INVOLVEMENT:**

Personnel

**FINANCING:**

The requested reclassifications for the Library are included in the Salaries and Benefits identified in the Board Approved Fiscal Year 2018-19 Library budget.

<b>APPROVALS</b>	
COUNTY COUNSEL:	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)</p> <p align="right">Approved: N/A Date _____</p>
AUDITOR/CONTROLLER:	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</p> <p align="right">Approved: <i>yes</i> Date <i>9/19/2018</i></p>
PERSONNEL DIRECTOR:	<p>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</p> <p align="right">Approved: <i>✓</i> Date <i>9/19/18</i></p>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

*Kenneth G. Wall*

Date: *9/19/18*





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

For Clerk's Use Only  
**AGENDA NUMBER**  
 19

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

**FROM:** Motor Pool, Parks, and Recycling and Waste Management

**FOR THE BOARD MEETING OF:** September 25, 2018

**SUBJECT:** Approve reclassification of one position authorized in the Motor Pool, Parks, and Recycling and Waste Management Fiscal Year 2018-19 Budget.

**DEPARTMENTAL RECOMMENDATION:**

Request Board reclassify the BPAR Office Clerk II, Range 50 to a full-time Office Technician I, Range 55. Consistent with the Fiscal Year 2018-19 Board Approved Budget, change the authorized staffing of the Motor Pool, Parks and Recycling and Waste Management as follows:

- a. Delete one BPAR Office Clerk II, Range 50 (\$2,860-\$3,478) and add one full-time Office Technician I, Range 55 (\$3,213 - \$3,907).

**SUMMARY DISCUSSION:**

The Adopted Fiscal Year 2018-19 Budget increased Authorized Staffing assigned to the Motor Pool, Parks, and Recycling and Waste Management division's budget by deleting a BPAR Office Clerk II position, Range 50 (\$2,860 - \$3,478) and adding one full-time Office Technician I position, Range 55 (\$3,213 - \$3,907). The total increase for this change in Authorized Staffing is \$25,485 a year. The increase in cost is fully absorbed in non-General Fund budgets. This reclassification is warranted due to the sheer volume of transactions occurring in the Motor Pool, Parks, and Recycling and Waste Management, and the need to improve flexibility in the use of clerical administrative staff.

The BPAR Office Clerk II position is currently filled. If approved this will result in reclassifying the incumbent in the current position to the higher level Office Technician I position, unless your Board of Supervisors directs that the new position be filled through a competitive recruitment in which case the incumbent would have to be laid-off if not selected for the position.

**ALTERNATIVES:**

Your Board could choose not to approve the change. This is not recommended as the filling of this position will allow the Motor Pool, Parks, and Recycling and Waste Management to provide the level of service that users require.

**OTHER AGENCY INVOLVEMENT:**

Personnel

**FINANCING:**

The requested position is included in the Authorized Strength for the Motor Pool, Parks, and Recycling and Waste Management and is included in the Salaries and Benefits identified in the Fiscal Year 2018-19 Motor Pool, Park, and Recycling and Waste Management budgets.

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

*Kenneth Swath*

Date: 9/18/2018



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

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

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

**FROM:** Parks & Recreation

**FOR THE BOARD MEETING OF:** September 25, 2018

**SUBJECT:** Request to fill one vacant Park Specialist I position in Parks based on Fiscal Year 2018-19 Budget.

**DEPARTMENTAL RECOMMENDATION:**

1. Request Board increase the authorized strength within the Parks & Recreation Department by adding one full time Parks Specialist I, Range 56 (\$3,292-\$3,994), as approved in the Fiscal Year 2018-19 Budget ; and
2. Request Your Board find that consistent with the Authorized Position Review Policy:
  - a. The availability of funding for the Parks Specialist I exists in the Parks and Recreation Budget, and
  - b. Where internal candidates meet the qualifications of the position, the vacancy could be filled through an internal recruitment; and
  - c. Approve the hiring of one full-time Parks Specialist I at Range 56 (\$3,292-\$3,994), depending on qualifications.

**SUMMARY DISCUSSION:**

The Board Approved Fiscal Year 2018-19 Budget increased Authorized Staffing assigned to the Parks & Recreation Department budget by adding one full-time Parks Specialist I position Range 56 (\$3,292-\$3,994). The total increase for this change in Authorized Staffing is \$65,873 a year. This position is essential to simply ease the strain of keeping up with current operation and maintenance of County Parks and Campgrounds. The position will also ensure that operations and maintenance activities are less affected by planned or unplanned staff vacancies, and provide at least some of the staff resources needed to begin to address the backlog of deferred maintenance work and some of the new projects that will be identified in the State of the Parks Report.

**ALTERNATIVES:**


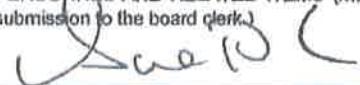
Your Board could choose not approve the change, this is not recommended as the filling of this position will allow the Park Department to provide the level of service that park users require..

**OTHER AGENCY INVOLVEMENT:**

Personnel

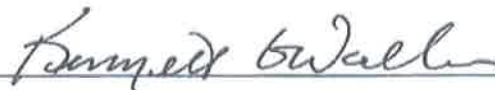
**FINANCING:**

The requested position is included in the Authorized Strength for the Park Department and is included in the Salaries and Benefits identified in the Fiscal Year 2018-19 Parks & Recreation Budget.

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)</b>  Approved: <u>N/A</u> Date _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</b>   Approved: <u>yes</u> Date <u>9/19/2018</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</b>   Approved: <u>J</u> Date <u>9/19/18</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 9/19/18



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  21
---

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING: September 25, 2018

SUBJECT: Information Services GIS Position Series Title Change to GIS Analyst

**DEPARTMENTAL RECOMMENDATION:**

Request your board change the Information Services (IS) Geographic Information Systems (GIS) Technician series (ranges I through IV) job title to GIS Analyst. This request does not include a change to the salary range.

**SUMMARY DISCUSSION:**

Prior to 2011 there was no dedicated GIS position in the County of Inyo, and different departments responded to their GIS needs with the available skillsets of existing personnel. In 2011, the County hired its first dedicated GIS person as a GIS Technician in IS. Shortly after that person left the job in 2013, IS hired another person to fill the GIS Technician position, and that person has been in GIS Technician position since then.


Considering the current responsibilities detailed in the GIS Technician Position Description and the responsibilities associated with various GIS Job Descriptions in public and government postings, changing the title of the current GIS Technician Position Description to GIS Analyst would better align the title with the existing position description and work responsibilities.

This request does not include a change to the salary range. For reference, though, the salary range for the current GIS Technician position aligns with the salary range for the Programmer Analyst and Network & Operations Analyst positions.

**ALTERNATIVES:** Your Board could choose to not approve the request for the GIS position title change, leaving the mismatch between job titles and salary ranges intact.

**OTHER AGENCY INVOLVEMENT:** The GIS positions referenced in this request are applicable only to the Information Department. The Personnel Office has been included in the development of this request.

**FINANCING:** This request has no financial impact.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  <div style="text-align: right;">Approved: _____ Date _____</div>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  <div style="text-align: right;">Approved: _____ Date _____</div>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  <div style="text-align: right;">            Approved: <u>  ✓  </u> Date <u>  9/12/18  </u> </div>
BUDGET OFFICER:	BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i>  <div style="text-align: right;">Approved: _____ Date _____</div>

**DEPARTMENT HEAD SIGNATURE:**  \_\_\_\_\_ Date:   9/12/18    
 (Not to be signed until all approvals are received)  
 (The Original plus 14 copies of this document are required)



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 22

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

**FROM: County Administrator - Personnel**

**FOR THE BOARD MEETING OF: September 25, 2018**

**SUBJECT: Contract for Executive Recruitment for Risk Manager**

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the Agreement between the County of Inyo and CPS HR Consulting for Executive Recruitment Services for the Risk Manager position, in an amount not to exceed \$23,000 and authorize the Acting County Administrator to sign.

**SUMMARY DISCUSSION:**

The County's long time Risk Manager has announced she will be retiring in December 2018, which creates the need for the Personnel Department to conduct an extensive recruitment for the position.

CPS HR Consulting is a firm that has extensive "rolodex" of highly qualified individuals who have the background and experience in Risk Management at the county level. . CPS will contact respected and experienced Risk Managers to identify outstanding potential candidates on a referral basis. CPS has completed 4 Risk Manager recruitments for other agencies in the past year

**ALTERNATIVES:**

Your Board could choose not to contract with an executive recruiting firm to assist in filling the soon to be vacant position and direct that the recruitment be conducted by County Personnel Staff.

**OTHER AGENCY INVOLVEMENT:**

Personnel Department

**FINANCING:**

There are sufficient funds in the 2018/2019 Personnel Budget to cover this contract.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county council prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>9/20/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>9/18/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>9/18/18</u>

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

*Clint Quillen by [Signature]*



**CONSULTING SERVICES AGREEMENT**  
Risk Manager Recruitment

**This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR), with offices at 2450 Del Paso Road, Suite 220, Sacramento, CA 95834 and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of September 19, 2018 (Effective Date). CPS HR and the Client shall be collectively referred to herein as the "Parties" and individually as a "Party."**

- A. Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.
- B. Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit ("A")). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.
- C. Compensation.**
  - 1. Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. Client will reimburse CPS HR for business expenses as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.
  - 2. Funding.** Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client's governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.
  - 3. Late Payment.** Any invoices not paid within thirty (30) days may incur a service charge of the lesser of two percent (2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.
- D. Taxes.** Except as expressly stated in the Statement of Work, the fees listed therein are

in addition to, and not in lieu of, any additional fees, assessments, levies, taxes, etc. assessed against the transactions contemplated herein (Taxes). With the exception of Taxes imposed on CPS HR' net income, all Taxes shall be Client's responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit, upon invoice.

**E. Term and Termination of Agreement.**

- 1. Term.** The term of this Agreement is from the Effective Date through February 28, 2019.
- 2. Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.
- 3. Termination without Cause.** Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.
- 4. Payment on Termination.** Upon termination without cause, Client shall pay CPS HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

**F. Limited Warranty.**

- 1. Warranty.** CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards.
- 2. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL

WARRANTIES IMPLIED FROM ANY COURSE OF DEALING AND NO REPRESENTATIVE OF CPS HR IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

**G. Work Product.**

**1. Ownership.** Upon CPS HR' receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR' work, or delivered by CPS HR to Client in the course of performing services (collectively, "Work Product") shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS HR or its subcontractors.

**2. Retention of Rights.** Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, survey content and copyrightable works.

**H. Release of Information to Third Parties.**

Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records

statute. Client and CPS HR shall cooperate with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

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

**J. Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CPS HR' LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS HR.

**K. Miscellaneous.**

**1. Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons at the address listed in the Statement of Work.

**2. Dispute Resolution; Remedies.**

(a) In the event of a dispute, the parties may agree to pursue mediation or either binding or

nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) If either CPS HR or Client determines it appropriate to file a judicial action, then, in addition to any other remedies available at law or in equity, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, CPS HR shall be entitled to seek equitable relief, including injunction.

**3. Attorneys Fees.** If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

**4. Governing Law.** This Agreement will be governed by the laws of the State of California without regard to its rules concerning conflict of laws.

**5. Force Majeure.** Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

**6. Waiver.** The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver

by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.

**7. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

**8. Counterparts; Facsimile Signature; Electronic Signature.** This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

**9. Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

**10. Ambiguities.** As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

**Cooperative Personnel Services dba  
CPS HR Consulting**  
2450 Del Paso Rd. Ste 220, Sacramento, CA 95834

**Inyo County**  
224 N. Edwards Street, Independence, CA 93526

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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



**Exhibit A  
Statement of Work**

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. SERVICES: CPS HR shall perform the following services for Inyo County ("County"):

***Phase I - Develop Candidate Profile and Recruitment Strategy***

**Task 1 - Review and Finalize Executive Search Process and Schedule**

The first step in this engagement is a thorough review of the following with the Hiring Authority:

- County's needs, culture, and goals
- Executive search process
- Schedule

This will ensure that the County's needs are met in the most complete manner possible.

**Task 2 - Key Stakeholder Meetings**

As desired by the County, CPS HR is prepared to meet with any additional key stakeholders to obtain input in developing the ideal candidate profile and to assist CPS HR in understanding key issues and challenges that will face a new Risk Manager. The specific nature of the involvement process would be developed in consultation with the County. The results of the above activities will be summarized by CPS HR and provided to the County as an additional source of information for developing the candidate profile and selection criteria.

**Task 3 - Candidate Profile and Recruitment Strategy Development**

This task will be accomplished during a workshop session involving the Hiring Authority and CPS HR. It will result in the identification of the personal and professional attributes required for the position and will include the following activities:

- The Hiring Authority will identify key priorities for the new Risk Manager.
- CPS HR will assist in identifying the conditions and challenges likely to be encountered in achieving the priorities identified above.
- The Hiring Authority will describe the type of working relationship he/she wishes to establish with the Risk Manager.
- CPS HR will assist the County in generating lists of specific competencies, experiences, and personal attributes needed by the new Risk Manager in light of the analyses conducted above.
- CPS HR will present recruitment and selection strategies for the County's consideration. The County will choose the recruitment and selection process most likely to produce the intended results.

**Task 4 – Develop Recruitment Brochure**

Following the completion of the workshop session, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the County for review prior to printing.

**Task 5 – Place Advertisements**

Advertisements (which will include a direct link to your brochure) will be prepared and placed for publication in appropriate magazines, journals, newsletters, job bulletins, social media, and websites to attract candidates on a nationwide, regional, local, or targeted basis, depending on the preference of the County. CPS HR will present examples to the County for review and approval.

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the Risk Manager brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

### ***Phase II – Aggressive, Proactive, and Robust Recruitment***

#### **Task 1 - Identify and Contact Potential Candidates**

This very crucial task will include a variety of activities. CPS HR will:

- Contact respected and experienced industry leaders to identify outstanding potential candidates on a referral basis. CPS HR maintains a comprehensive, up-to-date database of such professionals; however, we do not rely solely upon our current database. We also conduct specific research to target individuals relevant to your specific needs and expectations to ensure that we are thorough in our efforts to market this position to the appropriate audience and to garner a diverse and quality pool of candidates.
- Select top quality candidates for consideration from past recruitments.
- Provide each potential candidate with a link to the recruitment brochure.
- Contact potential candidates to explain the career opportunity, answer questions, and encourage them to submit a resume.

As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of the opening and to attract appropriate individuals who fit the special needs of our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks. The approach utilized by CPS HR employs the following techniques:

- Communicating to candidates a strong sense of the purpose and strategy of the County. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.
- Providing guidance and resources to candidates regarding the area's cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering relocating to the area. We have found that potential candidates sometimes make the decision not to apply based on rumored information, rather than facts and research. It is our job to ensure the candidates we are in communication with have accurate and helpful information.
- Actively seeking individuals who are highly visible in the field – widely published, frequent presenters and/or thought leaders – who are seemingly ready for the challenge. These highly qualified candidates may be attracted by the prospect of collaboration with other County departments, providing exceptional leadership to the County of Inyo, or continuing to ensure the public confidence in the integrity of the County.

#### **Task 2 – Resume Review and Screening Interviews**

All resumes will be submitted directly to CPS HR for initial screening. This screening process is specifically designed to assess the personal and professional attributes the County is seeking and will include:

- A thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials.
- Interviews with the candidates who appear to best meet the County's needs. CPS HR will spend extensive time ascertaining each candidate's long-term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will also gather data on any other unique aspects specific to this recruitment based upon the candidate profile.
- Internet research on each candidate interviewed.

### Task 3 – Hiring Authority Selects Finalists

At the conclusion of the previous tasks, CPS HR will prepare a written report that summarizes the results of the recruitment processes and recommends candidates for further consideration by the County. Typically, the report will recommend five to eight highly qualified candidates and will include resumes and a profile on each interviewee's background. CPS HR will meet with the Hiring Authority to review this report and to assist the County in selecting a group of finalists for further evaluation.

## Phase III – Selection

### Task 1 - Design Selection Process

Based on the results of the meeting conducted in Phase I, CPS HR will design a draft selection process. CPS HR will meet with the County to review this process and discuss the County's preferred approach in assessing the final candidates. The selection process will typically include an in-depth interview with each candidate, but may also include other selection assessments such as an oral presentation, preparation of written materials, and/or problem-solving exercises.

### Task 2 - Administer Selection Process

CPS HR will coordinate all aspects of the selection process for the County. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; facilitating the interviews; assisting the County with deliberation of the results; and contacting both the successful and unsuccessful candidates.

### Task 3 – Final Preparation for Appointment

Following the completion of the selection process, CPS HR will be available to complete the following components:

- **Arrange Follow-up Interviews/Final Assessment Process:** Should the County wish to arrange follow-up interviews and/or conduct a final assessment in order to make a selection, CPS HR will coordinate this effort.
- **Conduct In-Depth Reference Checks:** The in-depth reference checks are a comprehensive 360 evaluation process whereby we speak with current and previous supervisors, peers, and direct reports. (It is our policy to not contact current supervisors until a job offer is made contingent upon that reference being successfully completed so as not to jeopardize the candidates' current employment situation.) The candidates are requested to provide a minimum of six references sources. CPS HR is able to ascertain significant, detailed information from reference sources due to our assurance and commitment to each individual that their comments will remain confidential, which leads to a willingness to have an open and candid discussion, resulting in the best appointment for the County. A written (anonymous) summary of the reference checks is provided to the County.
- **Conduct Background Checks:** We will arrange for a background records check of a candidate's driving record, criminal and civil court, credit history, education, newspaper article publishing's, and other sensitive items. Should any negative or questionable content appear during these checks, CPS HR will have a thorough discussion with the finalist(s) and will present a full picture of the situation to the County for further review.

## 2. CLIENT RESPONSIBILITIES:

a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team. Client's Project Representative will be responsible for the following activities:

1. Coordinating all meeting schedules, conference calls, facilities and equipment needs
2. Coordinating interview schedules and facilities and distributing project update information

b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.

3. CPS HR PROJECT MANAGER: Josh Jones Phone Number: (916) 471-3301

4. CLIENT PROJECT MANAGER: Sue Dishion Phone Number: (760) 878-0377

5. SERVICE FEES and EXPENSES: Not to Exceed \$23,000

a. All Services provided to Client by CPS HR hereunder are priced on a FIXED PRICE basis. All amounts are based upon the following assumptions. Any deviations from the following assumptions may result in an increase in the Fees: (i) Client will timely perform its responsibilities as set forth in this SOW; and (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS HR holidays ("Normal Business Hours").

b. Professional Services: The professional fixed fee covers all CPS HR services associated with Phases I, II, and III of the recruitment process, including the necessary field visits (up to three) to develop the candidate profile and recruitment strategy, assist the Client with finalist selection, and facilitate candidate interviews. CPS HR will invoice Client at the fixed fee rate of \$17,000, billed in three monthly installments of \$5,000 and a fourth installment of \$2,000.

c. Reimbursable Expenses: Actual out-of-pocket expenses for such items as consultant travel, advertising, marketing, printing/copying, and postage/delivery charges will be billed at actual cost and estimated to be \$6,000. There is no mark-up on expenses. Travel expenses for candidates who are invited forward in the interview process are not included. The listed reimbursable expenses includes a background check on the selected finalist candidate. Mileage will be billed at the current U.S. Internal Revenue Service approved rate.

d. Invoices: Invoices will be submitted for payment on a monthly basis. Client will pay CPS HR within thirty (30) days following receipt and approval of a proper consultant invoice.

e. Two-Year Guarantee: If the employment of the candidate selected and appointed by the Client, as a result of a full executive recruitment (Phases I, II, and III), comes to an end before the completion of the first two years of service, CPS HR will provide the Client with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The Client would be responsible only for reimbursable expenses. This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the two-year period. Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.

6. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.

7. This SOW covers work requested and performed prior to the commencement of this SOW.



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

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

23

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

**FROM:** Office of County Counsel

**FOR THE BOARD MEETING OF:** September 25, 2018

**SUBJECT:** Authorization to Enter into a Contract with Thomson Reuters' WestProFlex for Online Legal Research

**DEPARTMENTAL RECOMMENDATION:** Approve proposed contract with Thomson Reuters for online legal research service for a three year period commencing November 1, 2018 for the total amount of \$42,617.33, contingent upon Board of Supervisor's approval of future budgets and upon obtaining the appropriate signatures; and authorize the Chairperson to sign.

**SUMMARY DISCUSSION:** Our three (3) year contract with Westlaw for online research ends November 1, 2018. When negotiations with Thomas Reuters began, we had budgeted roughly \$1,500 a month for online research. The monthly breakdown for WestProFlex equates to \$1,149.00 a month or \$13,788.00 for the first year; the second year equates to \$1,183.47 a month or \$14,201.64 per year; and the third year totals \$1,218.97 a month or \$14,627.69 per year. We will include an additional \$300.00 per year to the contract limit budget to cover legal research outside of our basic contract. We will continue to further cut our costs as we evaluate our "print" library.

**ALTERNATIVES:** The Board could disapprove the contract with Thomson Reuters. In the past we looked into contracting with Lexis-Nexis (the only other comprehensive provider of on-line legal research), but found that Thomson Reuters on-line service was more compatible with county governmental offices. The Board could disapprove purchasing any on-line research; however this would severely limit the effectiveness of the Office. On-line database services are the single best equalizer for rural law offices, which have no access to law libraries whom are also reducing their print copies. The County faces the same legal issues as faced by County Counsels in all other 57 Counties. Online research continuously stays current on the evolving interpretations of the law, unlike print subscriptions which periodically send out "supplements" in order to remain current. Online research therefore provides the Office with an ability to evaluate the law, and available treatises equal to that of larger County Counsel's Offices, which fosters legally sound defensible current opinions. This fact is especially compelling since we have stopped renewing the vast majority of our print library. In the 2017-18 fiscal year, our paper subscription services were reduced to \$5,483.00.

**OTHER AGENCY INVOLVEMENT:** Auditor/Controller

**FINANCING:** The three year commitment of \$42,617.33 (plus \$900) equals to \$43,517.33 for the online subscription in the County Counsel's Budget 010700, Object Code 5281 for on-line research. This includes an increase to our budget to cover additional costs not covered in our contract with WestProFlex. The breakdown for the first year \$13,788.00 + \$300.00 for an annual total of \$14,388.00, the second year \$14,201.64 + \$300.00 totals \$14,501.64 and the third year \$14,627.69 + \$300.00 totals \$14,927.69. In future Fiscal Years, the cost will be included in our proposed budgets.

**APPROVALS**

<p>COUNTY COUNSEL:</p>	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)</p> <p align="right">Approved: <u>yes</u> Date <u>9/11/18</u></p>
<p>AUDITOR/CONTROLLER:</p>	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</p> <p align="right">Approved: <u>yes</u> Date <u>9/11/2018</u></p>

PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  N/A  Approved: _____ Date _____
---------------------	--

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

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



Date: 9/11/13



Contact your representative marisa.marek@thomsonreuters.com with any questions. Thank you.

**Account Address**

Account #: 1000057047  
INYO COUNTY COUNSEL  
DEBBIE GONZALEZ  
PO BOX M  
INDEPENDENCE CA 93526-0612 US

**Shipping Address**

Account #: 1000057047  
INYO COUNTY COUNSEL  
DEBBIE GONZALEZ  
INDEPENDENCE CA 93526-0612 US

**Billing Address**

Account #: 1000057047  
INYO COUNTY COUNSEL  
DEBBIE GONZALEZ  
INDEPENDENCE, CA 93526-0612 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

**ProFlex Products**

See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$1,149.00	36	3%

**Minimum Terms**

**Online/ Practice Solution/Software/ProFlex Products :** Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

**For Window Products:** Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Post Minimum Terms**

**For Online/Practice Solutions/Software /ProFlex Products:** At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Automatic Renewal Term for Window Products.** At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

**Miscellaneous**

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Settling a Disputed Balance.** Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account

**Credit verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor, and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-government entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Excluded Charges.** If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf>

**The General Terms and Conditions,** apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>

The General Terms and Conditions for Federal Subscribers are located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Banded Product Subscriptions** You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf> If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

**Acknowledgement: Order ID: Q-00307874**

\_\_\_\_\_  
**Signature of Authorized Representative for order**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

© 2018 West, a Thomson Reuters business. All rights reserved.

This Order Form will expire and will not be accepted after 10/27/2018.





THOMSON REUTERS

**Attachment**

**Order ID: Q-00507874**

Contact your representative [marisa.marek@thomsonreuters.com](mailto:marisa.marek@thomsonreuters.com) with any questions. Thank you.

**Payment, Shipping, and Contact Information**

**Payment Method:**

Payment Method: Bill to Account  
Account Number: 1000057047

**Order Confirmation Contact (#28)**

Contact Name: DEBBIE GONZALEZ  
Email: [dgonzalez@inyocounty.us](mailto:dgonzalez@inyocounty.us)

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

**ProFlex Multiple Location Details**

Account Number	Account Name	Account Address	Action
1000057047	INYO COUNTY COUNSEL	INDEPENDENCE CA 93526-0612 US	New

**ProFlex Product Details**

Quantity	Unit	Service Material #	Description
5	Attorneys	42510228	Gvt - Westlaw Edge™ National Primary
5	Attorneys	42077755	Gvt Analytical Plus for Government
5	Attorneys	41985648	Gvt - Related Documents For Government (Westlaw PRO™)

**Account Contacts**

Contact Name	Email Address	Customer Type Description
DEBBIE GONZALEZ	<a href="mailto:dgonzalez@inyocounty.us">dgonzalez@inyocounty.us</a>	EML PSWD CONTACT

**Lapsed Products**

Sub Material	Active Subscription to be Lapsed
40988635	Government Select Level 1 States (WestlawNext™)



**Addendum to West Order Form Q-00307874**

Subscriber: Inyo County Counsel

Account #: 1000057047

**1. Effect of Addendum.** The applicable West Order Form between you and West (“us”) is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

**2. Modification to Order Form** – The following language is added to the Order Form:

The pricing for Year 1 of the Order Form shall be \$1,149.00 per month for an annual total of \$13,788.00. The pricing for year two shall be \$1,183.47 per month for an annual total of \$14,201.64. The pricing for year three shall be \$1,218.97 per month for an annual total of \$14,627.69.

All other terms and conditions of the West Order Form will remain unchanged.

Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

**West Publishing Corporation**

**Subscriber**

\_\_\_\_\_

Signed \_\_\_\_\_

Accepted By \_\_\_\_\_

Name (please print) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



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

For Clerk's Use Only:  
AGENDA NUMBER

24

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

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: **September 25, 2018**

SUBJECT: **2018 LOCAL AGENCY CONFLICT OF INTEREST CODE BIENNIAL  
REPORTS AND CONFLICT OF INTEREST CODES**

**DEPARTMENTAL RECOMMENDATION:**

1. Receive the 2018 Conflict of Interest Code Biennial Reports from the following Local Agencies (Exhibit A.1. through A.19.).

- A.1. Big Pine Community Services District
- A.2. Big Pine Fire Protection District
- A.3. Big Pine Unified School District
- A.4. Independence Cemetery District
- A.5. Independence Fire Protection District
- A.6. Indian Creek-Westridge Community Service District
- A.7. Keeler Community Service District
- A.8. Lone Pine Community Service District
- A.9. Lone Pine Fire District
- A.10. Lone Pine Unified School District
- A.11. Mt. Whitney Cemetery District
- A.12. Northern Inyo Healthcare District
- A.13. Olancho Community Services District
- A.14. Owens Valley Unified School District
- A.15. Pioneer Cemetery District
- A.16. Sierra Highlands Community Services District
- A.17. Sierra North Community Service District
- A.18. Southern Inyo Fire Protection District
- A.19. Starlite Community Services District

**SUMMARY DISCUSSION:** In even numbered years, Government Code section 87306.5 requires all local agencies in the County with a conflict of interest code (Code) to review the Code and revise it as needed. The Code identifies decision makers within the Agency that are required to prepare and file with the Clerk/Recorder a Statement of Economic Interest, which is frequently identified as a Form 700.

The request to commence the review process is made by Inyo County Counsel. On January 31, 2018, the Office of County Counsel notified each district within Inyo County of its obligation to review its conflict of interest code and file the required biennial report on or before October 1, 2018. There still remain nine (9) districts who have not submitted their conflict of interest code biennial reports to our office. A reminder notice was sent out to all districts on July 13, 2018.

We have received notices in the form of Biennial Reports from all of the agencies identified above as A.1-A.19.

Your Board is asked to receive the Biennial Reports and approve the Amended Conflict of Interest Code identified herein.

**ALTERNATIVES:** The Board may decline to approve and/or receive the biennial report or the amended conflict of interest code. Such action, however, would be contrary to the Board's duties as the County's conflict of interest code approving body.

**OTHER AGENCY INVOLVEMENT:** n/a

**FINANCING:** The recommended action results in no financial impact to the County of Inyo.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>   Approved: <u>yes</u> Date: <u>9/16/18</u>
-----------------	---

**DEPARTMENT HEAD SIGNATURE:**   
(Not to be signed until all approvals are received) Date: 9/16/18

**2018 LOCAL AGENCY BIENNIAL REPORT**

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel  
County of Inyo  
Post Office Box M  
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1)  Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Bobbie Lovig  
 Agency Big Pine Community Services District.  
 Mailing Address P.O. Box 639, Big Pine, Ca. 93513  
 Date of Review of Agencies Conflict of Interest Code March 15, 2018

*[Signature]* 3-21-18  
 Signature of Presiding Officer  
 Board President

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 LOCAL AGENCY BIENNIAL REPORT**

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel  
County of Inyo  
Post Office Box M  
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1)  Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
  
- (2)  Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Joan Dixon  
Agency Big Pine Fire Protection Dist.  
Mailing Address P.O. Box 382 Big Pine Ca 93513  
Date of Review of Agencies Conflict of Interest Code 2/20/18

Joan Dixon  
Signature of Presiding Officer

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 LOCAL AGENCY BIENNIAL REPORT**

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

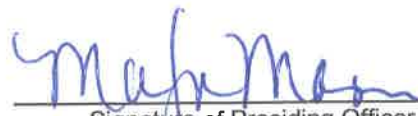
County Counsel  
County of Inyo  
Post Office Box M  
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1) [X] Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeable be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2) [] Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Terri Parks  
Agency Big Pine Unified School District  
Mailing Address P.O. Box 908, Big Pine, CA 93513  
Date of Review of School Districts Conflict of Interest Code March 5, 2018

  
\_\_\_\_\_  
Signature of Presiding Officer

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

Exhibit A.3  
Page 3 of 19

## 2018 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

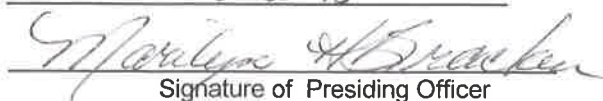
County Counsel  
County of Inyo  
Post Office Box M  
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1)  Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Sandra Bilyeu, Board Clerk/Secretary  
Agency Independence Cemetery District  
Mailing Address P.O. Box 219, Independence, CA 93526  
Date of Review of Agencies Conflict of Interest Code 2-20-18

  
Signature of Presiding Officer

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.



**2018 LOCAL AGENCY BIENNIAL REPORT**

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel  
County of Inyo  
Post Office Box M  
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1)  Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Janis L. Odum, Secretary  
 Agency Independence Fire Protection District  
 Mailing Address P.O. Box B, Independence, CA 93526  
 Date of Review of Agencies Conflict of Interest Code August 20, 2018

  
 Signature of Presiding Officer

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 LOCAL AGENCY BIENNIAL REPORT**

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel  
County of Inyo  
Post Office Box M  
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1)  Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Terrence Tye  
Agency Indian Creek - Westridge CSD  
Mailing Address P.O. Box 952 Bishop CA 93515  
Date of Review of Agencies Conflict of Interest Code 2-6-18

Terrence L. Tye  
Signature of Presiding Officer

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 LOCAL AGENCY BIENNIAL REPORT**

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel  
County of Inyo  
Post Office Box M  
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1)  Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person THEONA B. WILSON  
 Agency Keeler Community Service Dist.  
 Mailing Address 104 P.O. Box 107, Keeler, Ca 93530  
 Date of Review of Agencies Conflict of Interest Code 07-24-2018

Sherry S. Caspore  
 Signature of Presiding Officer

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 LOCAL AGENCY BIENNIAL REPORT**

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel  
County of Inyo  
Post Office Box M  
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1)  Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property. *No changes*
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Emma Bills  
Agency Lone Pine CSO  
Mailing Address P.O. BOX 36, Lone Pine, CA 93541  
Date of Review of Agencies Conflict of Interest Code 7-12-2018

[Signature]  
Signature of Presiding Officer

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 LOCAL AGENCY BIENNIAL REPORT**

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel  
County of Inyo  
Post Office Box M  
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1)  Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person  
Agency  
Mailing Address  
Date of Review of Agencies Conflict of Interest Code

Charles P. Carson  
Lone Pine Fire  
Box 1007 Lone Pine CA. 93545  
2-13-18

Charles P. Carson  
Signature of Presiding Officer

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 LOCAL AGENCY BIENNIAL REPORT**

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel  
County of Inyo  
Post Office Box M  
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1)  Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person

Kasey Wuester

Agency

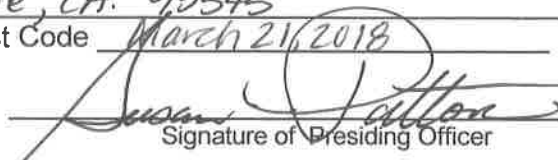
Lone Pine Unified School District

Mailing Address

PO Box 159 · Lone Pine, CA. 93545

Date of Review of School Districts Conflict of Interest Code

March 21, 2018

  
Signature of Presiding Officer

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 LOCAL AGENCY BIENNIAL REPORT**

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel  
County of Inyo  
Post Office Box M  
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1)  Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
  
- (2)  Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person LINDA K. HALUN, MANAGER  
Agency MT. WHITNEY CEMETERY DISTRICT  
Mailing Address P.O. BOX 1202, Lone Pine, CA 93545  
Date of Review of Agencies Conflict of Interest Code FEB. 5, 2018  
[Signature]  
Signature of Presiding Officer

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 LOCAL AGENCY BIENNIAL REPORT**

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel  
County of Inyo  
Post Office Box M  
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1)  Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person SANDY Blumberg  
Agency NORTHERN INYO HEALTHCARE DISTRICT  
Mailing Address 150 Pioneer Lane, Bishop, CA 93514  
Date of Review of Agencies Conflict of Interest Code 5/16/18

John A. [Signature], M.D.  
Signature of Presiding Officer

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.



**2018 LOCAL AGENCY BIENNIAL REPORT**

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel  
County of Inyo  
Post Office Box M  
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1)  Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Steve Davis  
 Agency Olanche Community Services District  
 Mailing Address PO Box 64, Olanche, CA 93549  
 Date of Review of Agencies Conflict of Interest Code 02/02/2018

  
 \_\_\_\_\_  
 Signature of Presiding Officer

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 LOCAL AGENCY BIENNIAL REPORT**

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel  
County of Inyo  
Post Office Box M  
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1)  Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Rosanne A. Lampariello  
Agency Owens Valley USD  
Mailing Address PO Drawer E, Independence, CA 93526  
Date of Review of School Districts Conflict of Interest Code 07/19/18

  
\_\_\_\_\_  
Signature of Presiding Officer

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 LOCAL AGENCY BIENNIAL REPORT**

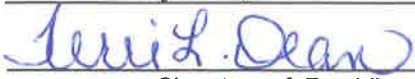
Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel  
County of Inyo  
Post Office Box M  
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1)  Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
  
- (2)  Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Terri L. Dean  
Agency Pioneer Cemetery District  
Mailing Address P.O. Box 1326, Bishop, CA 93515  
Date of Review of Agencies Conflict of Interest Code February 15, 2018  
  
Signature of Presiding Officer

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 LOCAL AGENCY BIENNIAL REPORT**

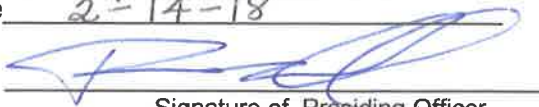
Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel  
County of Inyo  
Post Office Box M  
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1)  Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Randall Van Sassel, President (Board)  
Agency Sierra Highlands Community Services District  
Mailing Address P.O. Box 782 Bishop, CA 93515  
Date of Review of Agencies Conflict of Interest Code 2-14-18  
  
Signature of Presiding Officer

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 LOCAL AGENCY BIENNIAL REPORT**

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel  
County of Inyo  
Post Office Box M  
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1)  Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
  
- (2)  Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Sandy Huntley  
Agency Sierra North Community Service District  
Mailing Address 185 North St Bishop, CA 93514  
Date of Review of Agencies Conflict of Interest Code 3/24/18  
Sandy Huntley  
Signature of Presiding Officer

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

2018 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel  
County of Inyo  
Post Office Box M  
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1)  Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person

Agency

Mailing Address

Date of Review of Agencies Conflict of Interest Code

Carl R. Dennett  
Southern Inyo Fire Protection District  
P.O. Box 51 Tecopa, CA 92389  
7-17-18

Carl R. Dennett  
Signature of Presiding Officer

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

dg:CIC/Biennial.Districts18

01312018

Exhibit A. 18

Page 18 of 19

**2018 LOCAL AGENCY BIENNIAL REPORT**

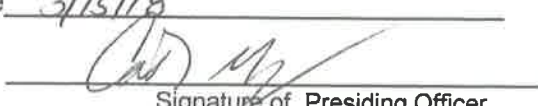
Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel  
County of Inyo  
Post Office Box M  
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

- (1)  Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person CATHERINE GRAND  
Agency STARLITE CSD  
Mailing Address PO BOX 1434 Bishop CA 93514  
Date of Review of Agencies Conflict of Interest Code 3/15/18  
  
Signature of Presiding Officer

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.



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

For Clerk's Use Only: AGENDA NUMBER
25

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

**FROM: COUNTY COUNSEL**

**FOR THE BOARD MEETING OF: September 25, 2018**

**SUBJECT: APPROVAL OF 2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORTS AND CONFLICT OF INTEREST CODES**

**DEPARTMENTAL RECOMMENDATION:**

1. Receive and approve the 2018 Conflict of Interest Code Biennial Reports from the following County Departments (Attachments A.1. through A.15.)

- A.1. Administration
- A.2. Agriculture/Weights and Measures
- A.3. Assessor-Controller
- A.4. Auditor
- A.5. Child Support Services
- A.6. Clerk-Recorder
- A.7. Coroner
- A.8. County Counsel
- A.9. District Attorney
- A.10. Farm Advisor
- A.11. Health and Human Services
- A.12. Planning
- A.13. Probation
- A.14. Treasurer
- A.15. Water

2. Receive and approve the amended Conflict of Interest Code for the following Departments (Attachments B.1. through B.6.)

- B.1. Administration
- B.2. Agriculture/Weights and Measures
- B.3. Auditor-Controller
- B.4. District Attorney
- B.5. Health and Human Services
- B.6. Planning

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Government Code § 87306.5 requires that the Inyo County Board of Supervisors, no later than July 1<sup>st</sup> of each even numbered year, direct every local governmental agency within the county, to review its Conflict of Interest Code and report to the Board no later than October 1<sup>st</sup>, of each even numbered year. The report is a certification that the conflict of interest code has been reviewed and that either no changes need be made to the code or that certain changes need to be made as indicated. Inyo County Ordinance Number 931 (County



Code section 2.83.050) imposes similar requirements upon each department of the County to conduct a biennial review of its conflict of interest code. On January 31, 2018, the Office of County Counsel notified each county department within Inyo County of its obligation to review its conflict of interest code and file the required biennial report on or before October 1, 2018. There are a few departments who have not submitted their conflict of interest code biennial reports.


County Departments who have reviewed their conflict of interest code and submitted their biennial report to the Board are attached (Attachments A.1. through A.15. above). By this Agenda Request, the Board is asked to receive and approve these biennial reports. Additionally, in conducting their biennial review, six (6) departments made necessary changes to their departmental conflict of interest codes (Attachment B.1-B.6.) and are seeking your Board's approval as the Local Agency Code Reviewing Body. We have reviewed the Biennial Reports and Conflict of Interest Codes submitted to your Board, and find them to be in accordance with legal requirements.

**ALTERNATIVES:** If the Board feels that a biennial report is not accurate, it may direct that the report be returned to the originating county department for revision. Likewise, if the Board feels that a designated employee or the disclosure category set forth in the conflict of interest code is not appropriate or in accordance with the requirements of the law, your Board may elect to return the conflict of interest code to the county department for further revision. The Board could also decline to approve and receive the biennial report or the conflict of interest codes. Such action, however, would be contrary to the Board's duties as the County's conflict of interest code approving body.

**OTHER AGENCY INVOLVEMENT:** n/a

**FINANCING:** The recommended action results in no financial impact to the County of Inyo.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>   Approved: <u>Yes</u> Date <u>9/11/18</u>
-----------------	--

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)  Date: 9/11/18

**2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT**

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Clint Quilter  
Department County Administration  
Mailing Address P.O. Drawer N, Independence, CA 93526  
Date of Review of Departmental Conflict of Interest Code August 18, 2018

  
\_\_\_\_\_  
Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT**

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

(1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments. business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

(2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):

- Include new positions which must be designated.
- Make changes to the reportable sources of income, investments, business positions, or real property.
- Make changes to the titles of positions assigned.
- Delete positions which have been abolished or changed.
- Change or add the provisions required by Government Code Section 87302.

Contact Person NATHAN READE  
Department AGRICULTURE / WEEDS & MEASURES / ESUMA / OVMAP  
Mailing Address 207 W. SOUTH STREET, BISHOP, CA 93514  
Date of Review of Departmental Conflict of Interest Code 2-2-18

  
\_\_\_\_\_  
Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT**

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
  
- (2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Dave Stottlemyre  
Department Assessor  
Mailing Address P0 Box J Independence, CA 93526  
Date of Review of Departmental Conflict of Interest Code 02-02-18

  
Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

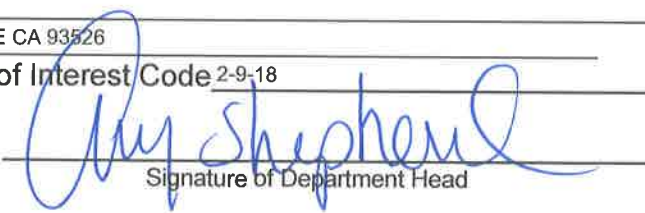
**2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT**

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person AMY SHEPHERD  
Department AUDITOR-CONTROLLER  
Mailing Address PO DRAWER R INDEPENDENCE CA 93526  
Date of Review of Departmental Conflict of Interest Code 2-9-18  
  
Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT**

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

(1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

(2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):

- Include new positions which must be designated.
- Make changes to the reportable sources of income, investments, business positions, or real property.
- Make changes to the titles of positions assigned.
- Delete positions which have been abolished or changed.
- Change or add the provisions required by Government Code Section 87302.

Contact Person Susanne Rizzo  
Department Child Support Services  
Mailing Address P.O. Box 1147 Bishop CA 93515  
Date of Review of Departmental Conflict of Interest Code 7/26/18  
[Signature]  
Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

## 2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Michele J. Hartshorn  
Department Clerk-Recorder  
Mailing Address P.O. Box F, Independence, CA 93526  
Date of Review of Departmental Conflict of Interest Code 3/22/18



\_\_\_\_\_  
Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT**

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

(1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments. business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

(2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):

- Include new positions which must be designated.
- Make changes to the reportable sources of income, investments, business positions, or real property.
- Make changes to the titles of positions assigned.
- Delete positions which have been abolished or changed.
- Change or add the provisions required by Government Code Section 87302.

Contact Person Jason Molinar Coroner  
Department Inyo County Coroners Office  
Mailing Address 325 W. Elm St. Bishop, CA 93514  
Date of Review of Departmental Conflict of Interest Code 02/01/2018

  
\_\_\_\_\_  
Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.



**2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT**

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Marshall Rudolph  
Department County Counsel  
Mailing Address P.O. Box M, Independence, CA 93526  
Date of Review of Departmental Conflict of Interest Code \_\_\_\_\_

\_\_\_\_\_  
Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

## 2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT


Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Thomas L Hardy  
Department DISTRICT ATTORNEY  
Mailing Address P.O. DRAWN D. INDEPENDENCE CA 93524  
Date of Review of Departmental Conflict of Interest Code 3/1/2018

  
\_\_\_\_\_  
Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT**

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

(1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

(2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):

- Include new positions which must be designated.
- Make changes to the reportable sources of income, investments, business positions, or real property.
- Make changes to the titles of positions assigned.
- Delete positions which have been abolished or changed.
- Change or add the provisions required by Government Code Section 87302.

Contact Person DUSTIN BLAKEY  
Department FARM ADVISOR  
Mailing Address 207 W SOUTH ST BISHOP  
Date of Review of Departmental Conflict of Interest Code 2-5-18

  
Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT**

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
  - Include new positions which must be designated.
  - Make changes to the reportable sources of income, investments, business positions, or real property.
  - Make changes to the titles of positions assigned.
  - Delete positions which have been abolished or changed.
  - Change or add the provisions required by Government Code Section 87302.

Contact Person Marilyn Mann  
Department Health and Human Services  
Mailing Address 163 May Street, Bishop, CA 93514  
Date of Review of Departmental Conflict of Interest Code July 19, 2018

Marilyn Mann  
Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT**

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

(1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

(2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):

- Include new positions which must be designated. *Assistant Planner*
- Make changes to the reportable sources of income, investments, business positions, or real property.
- Make changes to the titles of positions assigned. *Project Coordinator*
- Delete positions which have been abolished or changed.
- Change or add the provisions required by Government Code Section 87302.

Contact Person Cathleen Richard  
Department Planning  
Mailing Address PO Drawer 2 Independence CA 93524  
Date of Review of Departmental Conflict of Interest Code 3/7/18  
[Signature]  
Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT**

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

(1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments. business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

(2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):

- Include new positions which must be designated.
- Make changes to the reportable sources of income, investments, business positions, or real property.
- Make changes to the titles of positions assigned.
- Delete positions which have been abolished or changed.
- Change or add the provisions required by Government Code Section 87302.

Contact Person Jessie L. Thomson  
Department Inyo County Probation Department  
Mailing Address P.O. Box 1, Independence, CA 93526  
Date of Review of Departmental Conflict of Interest Code 2/3/18

Jessie L. Thomson  
Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT**

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

(1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

(2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):

- Include new positions which must be designated.
- Make changes to the reportable sources of income, investments, business positions, or real property.
- Make changes to the titles of positions assigned.
- Delete positions which have been abolished or changed.
- Change or add the provisions required by Government Code Section 87302.

Contact Person ALISHA McMurtrie  
Department TREASURER - Tax Collector  
Mailing Address PO DRAWER 0 INDEPENDENCE CA 93526  
Date of Review of Departmental Conflict of Interest Code \_\_\_\_\_

  
\_\_\_\_\_  
Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT**

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

(1)  Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments. business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

(2)  Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):

- Include new positions which must be designated.
- Make changes to the reportable sources of income, investments, business positions, or real property.
- Make changes to the titles of positions assigned.
- Delete positions which have been abolished or changed.
- Change or add the provisions required by Government Code Section 87302.

Contact Person Laura Piper  
Department Water Department  
Mailing Address P. O. Box 337, Independence, CA 93526  
Date of Review of Departmental Conflict of Interest Code 1/31/18

  
\_\_\_\_\_  
Signature of Department Head

**Note:** Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.



**CONFLICT OF INTEREST CODE OF THE  
Inyo County Administration** DEPARTMENT  
**COUNTY OF INYO, STATE OF CALIFORNIA**

**SECTION 1. Purpose.**

Pursuant to California Government Code section 87300, et seq., the Inyo County Administration Department hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Conflict of Interest Code are additional to California Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Conflict of Interest Code shall be interpreted in a manner consistent therewith.

**SECTION 2. Designated Positions.**

The positions listed on Appendix "A" are designated positions. Employees holding these designated positions are deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest.

**SECTION 3. Disclosure Statements.**

Each designated position is assigned to one or more of the disclosure categories set forth in Appendix "B". Each employee in a designated position shall file a statement of financial interests disclosing that employee's interest in investments, business positions, real property, and income, designated as reportable under the disclosure category to which the employee's position is assigned by Appendix "A".

Notwithstanding the disclosure category to which a consultant position is assigned by Appendix "A", the Director of the Inyo County Administration Department may determine in writing that a particular consultant, although a "designated" position, is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements of the category designated for consultants on Appendix "A". Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent, if any, of the disclosure requirements for such consultant. Such written determination is a public record and shall be filed and retained for public inspection in the same manner and locations as is required for statements of financial interest.

**SECTION 4. Place, Time and Requirements of Filing.**

(A) Place of Filing.

All employee's required to file a statement of financial interests shall file the original with the Inyo County Clerk, and a copy with the Director of Inyo County Administration.

(B) Time and Content of Filing.

The first statement filed by an employee in a designated position upon the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property, held on the effective date of this Conflict of Interest Code, and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement filed by an employee who assumes a designated position after the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after assuming such position with the County and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position. After filing the first statement, each employee in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income

received, any time during the previous calendar year or since the date the employee assumed the designated position during the calendar year. Every employee in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

**SECTION 5. Contents of Disclosure Statement.**

Statements of financial interest shall be made on forms supplied by the Inyo County Clerk and shall contain all of the information as required by the current provisions of Government Code sections 87206 and 87207 for interest in investments, business positions, real property, and sources of income designated as reportable under the disclosure category to which the employee's position is assigned on Appendix "A".

**SECTION 6. Disqualification.**

An employee in a designated position must disqualify himself or herself from making, or participating in the making, or using their official position to influence the making of any decision which will have a material financial effect, as distinguishable from its effect on the public generally, on any financial interest as defined in Section 87103 of the Government Code. No employee in a designated position shall be required to disqualify himself or herself with respect to any matter which could not be legally acted upon or decided without his or her participation.

**APPENDIX "A"**  
**CONFLICT OF INTEREST CODE OF THE**  
**Inyo County Administration** DEPARTMENT  
**COUNTY OF INYO, STATE OF CALIFORNIA**

**DESIGNATED POSITIONS**

<u>Designated Positions</u>	<u>Disclosure Category</u>
County Administrator	1
Consultants	1
Deputy County Administrator	2
Assistant County Administrator	2
Deputy Personnel Director	2
Risk Manager	2
Director, Information Services	2
Deputy Director, Information Services	2
Director, Library	2
Administrator, Eastern California Museum	2
Senior Management Analyst, Budget	2
Assistant to the CAO	3
Assistant Clerk of the Board	3
Assistant Purchasing Agent	3
Emergency Services Manager	3
Transportation Manager/Parks/Field Supervisor	3

**APPENDIX "B"**

**CONFLICT OF INTEREST CODE OF THE  
Inyo County Administration DEPARTMENT  
COUNTY OF INYO, STATE OF CALIFORNIA**

**DISCLOSURE CATEGORIES**

DISCLOSURE CATEGORY ONE (1):

Designated employees shall report as required by Government Code Section 87200, et.seq.

DISCLOSURE CATEGORY TWO (2):

Designated employees shall report all investments, business positions, interest in real property, and sources of income within Inyo County and two miles therefrom.

DISCLOSURE CATEGORY THREE (3):

Designated employees shall disclose all investments, business positions, interest in real property, or sources of income, regardless of where located, if the business entity in which the investment, or business position is held, the interest in real property, the income or source of income, is from any of the following businesses which have done business in Inyo County at any time during the two (2) years prior to the time the statement is filed, currently does any business in Inyo County, or currently has plans to do business in Inyo County:

1. General office services;
2. Office supplies;
3. Office equipment, business machines, computer hardware and software;
4. Vehicle maintenance equipment and supplies;
5. Vehicles and/or vehicle supplies, including petroleum products;
6. Food preparation and/or delivery services or supplies; and
7. Printing and/or publication services or supplies, sale of books, periodicals or other items printed and made available for sale.

**CONFLICT OF INTEREST CODE OF THE  
AGRICULTURE WEIGHTS AND MEASURES DEPARTMENT  
COUNTY OF INYO, STATE OF CALIFORNIA**

**SECTION 1. Purpose.**

Pursuant to California Government Code section 87300, et seq., the Agriculture Weights and Measures Department hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Conflict of Interest Code are additional to California Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Conflict of Interest Code shall be interpreted in a manner consistent therewith.

**SECTION 2. Designated Positions.**

The positions listed on Appendix "A" are designated positions. Employees holding these designated positions are deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest.

**SECTION 3. Disclosure Statements.**

Each designated position is assigned to one or more of the disclosure categories set forth in Appendix "B". Each employee in a designated position shall file a statement of financial interests disclosing that employee's interest in investments, business positions, real property, and income, designated as reportable under the disclosure category to which the employee's position is assigned by Appendix "A".

Notwithstanding the disclosure category to which a consultant position is assigned by Appendix "A", the Director of the Agriculture Weights and Measures Department may determine in writing that a particular consultant, although a "designated" position, is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements of the category designated for consultants on Appendix "A". Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent, if any, of the disclosure requirements for such consultant. Such written determination is a public record and shall be filed and retained for public inspection in the same manner and locations as is required for statements of financial interest.

**SECTION 4. Place, Time and Requirements of Filing.**

(A) Place of Filing.

All employees required to file a statement of financial interests shall file the original with the Inyo County Clerk, and a copy with the Director of Agriculture Weights and Measures.

(B) Time and Content of Filing.

The first statement filed by an employee in a designated position upon the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property, held on the effective date of this Conflict of Interest Code, and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement filed by an employee who assumes a designated position after the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after assuming such position with the County and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position.

Exhibit 62  
Page 5 of 27

After filing the first statement, each employee in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income received, any time during the previous calendar year or since the date the employee assumed the designated position during the calendar year. Every employee in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

**SECTION 5. Contents of Disclosure Statement.**

Statements of financial interest shall be made on forms supplied by the Inyo County Clerk and shall contain all of the information as required by the current provisions of Government Code sections 87206 and 87207 for interest in investments, business positions, real property, and sources of income designated as reportable under the disclosure category to which the employee's position is assigned on Appendix "A".

**SECTION 6. Disqualification.**

An employee in a designated position must disqualify himself or herself from making, or participating in the making, or using their official position to influence the making of any decision which will have a material financial effect, as distinguishable from its effect on the public generally, on any financial interest as defined in Section 87103 of the Government Code. No employee in a designated position shall be required to disqualify himself or herself with respect to any matter which could not be legally acted upon or decided without his or her participation.

REVISIONS TO APPENDIX "A" AS OF 2/2/2018  
 CONFLICT OF INTEREST CODE OF THE  
 AGRICULTURE AND WEIGHTS & MEASURES DEPARTMENTS FOR  
 INYO AND MONO COUNTIES, STATE OF CALIFORNIA

**DESIGNATED POSITIONS**

**DISCLOSURE CATEGORY**

Agriculture / Weights & Measures:

Agricultural Commissioner / Director of Weights & Measures	1, 2, 6
Supervising Agricultural Biologist	1, 2, 6
Agricultural Biologist Weights & Measures Inspector I, II, Senior	1, 2, 6
Office Technician I, II, III	1, 2, 6
Consultants	7

Eastern Sierra Weed Management Area:

Project Coordinator	1, 2, 5
Lead Field Technician	1, 2, 5
Field Technician I, II, III	1
Consultants	7

Owens Valley Mosquito Abatement Program:

Project Coordinator	1, 2, 4
Lead Field Technician	1, 2, 4
Field Technician I, II, III	1
Consultants	7

Agricultural Resource Advisory Board:

President of the Inyo/Mono Farm Bureau (or appointee)	1, 3, 6
President of the Inyo/Mono Cattleman's Association (or appointee)	1, 3, 6
City of Los Angeles Department of Water and Power Lessee	1, 3, 6
Chair of the Resource Conservation District	1, 3, 6
Tri-County Fair Board Chair	1, 3, 6
Community Business At Large	1, 3, 6
Chambers of Commerce	1, 3, 6
Consultants	7

Exhibit B2  
 Page 7 of 27

**APPENDIX "B"**

**CONFLICT OF INTEREST CODE OF THE  
AGRICULTURE WEIGHTS AND MEASURES DEPARTMENT  
COUNTY OF INYO, STATE OF CALIFORNIA**

**DISCLOSURE CATEGORIES**

Disclosure Category One (1):

Designated employees shall report any investments, business positions, interest in real property and sources of income, if the business entity in which the investment or business position is held, the interest in real property, or the source of income is located within the County of Inyo, or the County of Mono, or within two miles of such counties' boundaries.

Disclosure Category Two (2):

Designated employees shall disclose all investments, business positions, interests in real property, or sources of income, regardless of where located, if the business entity in which the investment or business position is held, the interest in real property, the source of income is from any of the following business which has done business in Inyo or Mono Counties at any time during the last two years prior to the time that this statement is filed, currently does any business in Inyo or Mono Counties, or currently has plans to do business in Inyo or Mono Counties;

1. Office services, equipment and supplies;
2. Agricultural inspection/regulation services, equipment and supplies;
3. Weights and measures inspection/regulation services, equipment and supplies;
4. Mosquito abatement services, equipment and supplies;
5. Noxious weed eradication services, equipment and supplies.

Disclosure Category Three (3):

Designated employees shall disclose all investments, business positions, interests in real property, or sources of income, regardless of where located, of the business entity in which the investment or business position is held, the interest in real property, the source of income is from any of the following business which has done business in Inyo and Mono Counties at any time during the two years prior to the time that this statement is filed, currently does any business in Inyo or Mono Counties, or currently has plans to do any business in Inyo or Mono Counties.

1. Agricultural inspection/regulation services, equipment and supplies;
2. Weights and measures inspection/regulation services, equipment and supplies.

Disclosure Category Four (4):

Designated employees shall disclose all investments, business positions, interests in real property, or sources of income, regardless of where located, if the business entity in which the investment or business position is held, the interest in real property, the source of income is from any of the following business which has done business in Inyo or Mono Counties at any time during the two years prior to the plans to do business in Inyo or Mono Counties;

Exhibit

B2

Page

8

of

27



1. Mosquito abatement services, equipment and supplies.

Disclosure Category Five (5);

Designated employees shall disclose all investments, business positions, interests in real property, or sources of income, regardless of where located, if the business entity in which the investment or business position is held, the interest in real property, the source of income is from any of the following business which has done business in Inyo or Mono Counties at any time during the two years prior to the plans to do business in Inyo or Mono Counties;

1. Noxious weed eradication services, equipment and supplies.

Disclosure Category Six (6):

Designated employees shall disclose all investments, business positions, interests in real property, or sources of income, wherever located, if the business entity in which the investment or business position is held, the interest in real property, the source of income is subject to or affected by inspections or regulations of the Agriculture and Weights & Measures Department.

Disclosure Category Seven (7):

Designated employees in Category 7 must disclose pursuant to Categories 1, 2 and 6 above, except that the Agricultural Commissioner/Director of Weights & Measures may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that are limited in scope and thus, is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description a statement of the extent, if any, of disclosure required. The determination is a public record and shall be retained for inspection in the same manner and location as this Conflict of Interest Code.

Exhibit B2  
Page 9 of 27

**CONFLICT OF INTEREST CODE OF THE**  
Auditor-Controller **DEPARTMENT**  
**COUNTY OF INYO, STATE OF CALIFORNIA**

**SECTION 1. Purpose.**

Pursuant to California Government Code section 87300, et seq., the Auditor-Controller Department hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Conflict of Interest Code are additional to California Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Conflict of Interest Code shall be interpreted in a manner consistent therewith.

**SECTION 2. Designated Positions.**

The positions listed on Appendix "A" are designated positions. Employees holding these designated positions are deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest.

**SECTION 3. Disclosure Statements.**

Each designated position is assigned to one or more of the disclosure categories set forth in Appendix "B". Each employee in a designated position shall file a statement of financial interests disclosing that employee's interest in investments, business positions, real property, and income, designated as reportable under the disclosure category to which the employee's position is assigned by Appendix "A".

Notwithstanding the disclosure category to which a consultant position is assigned by Appendix "A", the Director of the Auditor-Controller Department may determine in writing that a particular consultant, although a "designated" position, is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements of the category designated for consultants on Appendix "A". Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent, if any, of the disclosure requirements for such consultant. Such written determination is a public record and shall be filed and retained for public inspection in the same manner and locations as is required for statements of financial interest.

**SECTION 4. Place, Time and Requirements of Filing.**

(A) Place of Filing.

All employee's required to file a statement of financial interests shall file the original with the Inyo County Clerk, and a copy with the Director of Auditor-Controller.

(B) Time and Content of Filing.

The first statement filed by an employee in a designated position upon the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property, held on the effective date of this Conflict of Interest Code, and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement filed by an employee who assumes a designated position after the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after assuming such position with the County and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position. After filing the first statement, each employee in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income

received, any time during the previous calendar year or since the date the employee assumed the designated position during the calendar year. Every employee in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

**SECTION 5. Contents of Disclosure Statement.**

Statements of financial interest shall be made on forms supplied by the Inyo County Clerk and shall contain all of the information as required by the current provisions of Government Code sections 87206 and 87207 for interest in investments, business positions, real property, and sources of income designated as reportable under the disclosure category to which the employee's position is assigned on Appendix "A".

**SECTION 6. Disqualification.**

An employee in a designated position must disqualify himself or herself from making, or participating in the making, or using their official position to influence the making of any decision which will have a material financial effect, as distinguishable from its effect on the public generally, on any financial interest as defined in Section 87103 of the Government Code. No employee in a designated position shall be required to disqualify himself or herself with respect to any matter which could not be legally acted upon or decided without his or her participation.

**APPENDIX "A"**  
**CONFLICT OF INTEREST CODE OF THE**  
Auditor-Controller **DEPARTMENT**  
**COUNTY OF INYO, STATE OF CALIFORNIA**

**DESIGNATED POSITIONS**

<u>Designated Positions</u>	<u>Disclosure Category</u>
Auditor-Controller	1
Assistant Auditor-Controller	2

**APPENDIX "B"**

**CONFLICT OF INTEREST CODE OF THE**  
Auditor-Controller **DEPARTMENT**  
**COUNTY OF INYO, STATE OF CALIFORNIA**

**DISCLOSURE CATEGORIES**

DISCLOSURE CATEGORY ONE (1): Disclosure as required by Government Code section 87200, et. Seq.

DISCLOSURE CATEGORY TWO (2):

1) Designated employees shall report any investment, business position, interest in real property or source of income if the business entity in which the investment or business position is held, the interest in real property, or the source of income is located within the County of Inyo or within two miles of the County boundary.

2) Designated employees shall disclose all investments, business positions, interests in real property, or sources of income, regardless of where located, if the business entity in which the investment or business position held, the interest in real property, or the income or source of income is from any of time during the two (2) years prior to the time the statement is filed, currently does any business in Inyo County, or currently has plans to do business in Inyo County such as:

a) Public accounting firm

b) Consulting firms that prepare reports on the County's behalf that may be required to be filed with state or federal agencies.

c) Consulting firms providing accounting services.

d) Vendors of computer software that might be used in the accounting processes of the County that are not commercially available to the general public.

**CONFLICT OF INTEREST CODE OF THE  
OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF INYO, STATE OF CALIFORNIA**

**SECTION 1. Purpose.**

Pursuant to California Government Code section 87300, et seq., the **Office of the Inyo County District Attorney** hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Conflict of Interest Code are additional to California Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Conflict of Interest Code shall be interpreted in a manner consistent therewith.

**SECTION 2. Designated Positions.**

The positions listed on Appendix "A" are designated positions. Employees holding these designated positions are deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest.

**SECTION 3. Disclosure Statements.**

Each designated position is assigned to one or more of the disclosure categories set forth in Appendix "B". Each employee in a designated position shall file a statement of financial interests disclosing that employee's interest in investments, business positions, real property, and income, designated as reportable under the disclosure category to which the employee's position is assigned by Appendix "A".

Notwithstanding the disclosure category to which a consultant position is assigned by Appendix "A", the **District Attorney** may determine in writing that a particular consultant, although a "designated" position, is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements of the category designated for consultants on Appendix "A". Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent, if any, of the disclosure requirements for such consultant. Such written determination is a public record and shall be filed and retained for public inspection in the same manner and locations as is required for statements of financial interest.

**SECTION 4. Place, Time and Requirements of Filing.**

(A) Place of Filing.

All employee's required to file a statement of financial interests shall file the original with the Inyo County Clerk, and a copy with the **District Attorney**.

(B) Time and Content of Filing.

The first statement filed by an employee in a designated position upon the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property, held on the effective date of this Conflict of Interest Code, and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement filed by an employee who assumes a designated position after the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after assuming such position with the County and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position. After filing the first statement, each employee in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income

received, any time during the previous calendar year or since the date the employee assumed the designated position during the calendar year. Every employee in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

**SECTION 5. Contents of Disclosure Statement.**

Statements of financial interest shall be made on forms supplied by the Inyo County Clerk and shall contain all of the information as required by the current provisions of Government Code sections 87206 and 87207 for interest in investments, business positions, real property, and sources of income designated as reportable under the disclosure category to which the employee's position is assigned on Appendix "A".

**SECTION 6. Disqualification.**

An employee in a designated position must disqualify himself or herself from making, or participating in the making, or using their official position to influence the making of any decision which will have a material financial effect, as distinguishable from its effect on the public generally, on any financial interest as defined in Section 87103 of the Government Code. No employee in a designated position shall be required to disqualify himself or herself with respect to any matter which could not be legally acted upon or decided without his or her participation.

**APPENDIX "A"**  
**CONFLICT OF INTEREST CODE OF THE**  
**OFFICE OF THE DISTRICT ATTORNEY**  
**COUNTY OF INYO, STATE OF CALIFORNIA**

**DESIGNATED POSITIONS**

<u>Designated Positions</u>	<u>Disclosure Category</u>
District Attorney	1
Assistant District Attorney	2
Deputy District Attorney	2
Special Counsel	2
Administrative Assistant to the District Attorney	3



**APPENDIX "B"**

**CONFLICT OF INTEREST CODE OF THE  
OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF INYO, STATE OF CALIFORNIA**

**DISCLOSURE CATEGORIES**

DISCLOSURE CATEGORY ONE (1): Disclosure as required by Government Code Section 87200 et. seq.

DISCLOSURE CATEGORY TWO (2): Designated employees shall report any investment, business position, interest in real property or source of income, if the business entity in which the investment or business position is held, the interest in real property, or the source of income is located within the County of Inyo or within two miles of the County boundary, and regardless of where located, if the business entity in which the investment or business position held, the interest in real property, the income or source of income is from any business which has done business in Inyo County at any time during the two (2) years prior to the time the statement is filed, currently does any business in Inyo County or currently has plans to do business in Inyo County.

DISCLOSURE CATEGORY THREE (3): Designated employees shall report any investment, business position, or source of income, if the business entity in which the investment or business position is held, or the source of income is located within the County of Inyo or within two miles of the County boundary, and regardless of where located, if the business entity in which the investment or business position held, the income, the interest in real property held by the business or source of income is from any business which has done business with the Inyo County District Attorney's Office at any time during the two (2) years prior to the time the statement is filed, currently does any business with the Inyo County District Attorney's Office, or currently has plans to do business with the Inyo County District Attorney's Office, for the following businesses only:

Businesses that provide business services, supplies, materials, machinery or equipment of the type utilized by the Inyo County District Attorney's Office.

**CONFLICT OF INTEREST CODE OF THE**  
Health and Human Services **DEPARTMENT**  
**COUNTY OF INYO, STATE OF CALIFORNIA**

**SECTION 1. Purpose.**

Pursuant to California Government Code section 87300, et seq., the Health and Human Services Department hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Conflict of Interest Code are additional to California Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Conflict of Interest Code shall be interpreted in a manner consistent therewith.

**SECTION 2. Designated Positions.**

The positions listed on Appendix "A" are designated positions. Employees holding these designated positions are deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest.

**SECTION 3. Disclosure Statements.**

Each designated position is assigned to one or more of the disclosure categories set forth in Appendix "B". Each employee in a designated position shall file a statement of financial interests disclosing that employee's interest in investments, business positions, real property, and income, designated as reportable under the disclosure category to which the employee's position is assigned by Appendix "A".

Notwithstanding the disclosure category to which a consultant position is assigned by Appendix "A", the Director of the Health and Human Services Department may determine in writing that a particular consultant, although a "designated" position, is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements of the category designated for consultants on Appendix "A". Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent, if any, of the disclosure requirements for such consultant. Such written determination is a public record and shall be filed and retained for public inspection in the same manner and locations as is required for statements of financial interest.

**SECTION 4. Place, Time and Requirements of Filing.**

(A) Place of Filing.

All employees required to file a statement of financial interests shall file the original with the Inyo County Clerk, and a copy with the Director of Health and Human Services.

(B) Time and Content of Filing.

The first statement filed by an employee in a designated position upon the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property, held on the effective date of this Conflict of Interest Code, and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement filed by an employee who assumes a designated position after the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after assuming such position with the County and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position. After filing the first statement, each employee in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income

received, any time during the previous calendar year or since the date the employee assumed the designated position during the calendar year. Every employee in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

**SECTION 5. Contents of Disclosure Statement.**

Statements of financial interest shall be made on forms supplied by the Inyo County Clerk and shall contain all of the information as required by the current provisions of Government Code sections 87206 and 87207 for interest in investments, business positions, real property, and sources of income designated as reportable under the disclosure category to which the employee's position is assigned on Appendix "A".

**SECTION 6. Disqualification.**

An employee in a designated position must disqualify himself or herself from making, or participating in the making, or using their official position to influence the making of any decision which will have a material financial effect, as distinguishable from its effect on the public generally, on any financial interest as defined in Section 87103 of the Government Code. No employee in a designated position shall be required to disqualify himself or herself with respect to any matter which could not be legally acted upon or decided without his or her participation.

**APPENDIX "A"**  
**CONFLICT OF INTEREST CODE OF THE**  
Health and Human Services **DEPARTMENT**  
**COUNTY OF INYO, STATE OF CALIFORNIA**

**DESIGNATED POSITIONS**

Designated Positions

See Attached Exhibit titled: 2018 Listings

Disclosure Category

**APPENDIX "B"**

**CONFLICT OF INTEREST CODE OF THE**  
Health and Human Services **DEPARTMENT**  
**COUNTY OF INYO, STATE OF CALIFORNIA**

**DISCLOSURE CATEGORIES**

See Attached Exhibit Titled 2018 Listings

# Inyo County Department of Health and Human Services

## 2018 Listings

Column1	Column2	Column3	Column4	Column5
Title	No Change	Add New	Delete Title/Position	Disclosure Category
Assistant Director	X			I
Dep. Director-Public Health/Prevention	X			I
Dep. Director-Aging & Soc. Services	X			I
Dep. Director-Behavioral Health	X			I
Director	X			I
First 5 Director	X			I
Health Officer	X			I
Management Analyst	X			I
Program Chief-Behavioral Health	X			I
Sr. Management Analyst	X			I
Addictions Prog. Supervisor	X			II
Administrative Analyst - QA (3)	X			II
Administrative Analyst-Fiscal (3)	X			II
First 5 Commissioners (7)	X			II
Human Services Supervisor-Aging (2)	X			II
Human Services Supervisor-Prevention	X			II
Human Services Supervisor-SocServ (4)	X			II
Human Srvices Supervisor-Behavioral Hlth	X			II
Nurse Supervisor	X			II
Program Manager-Progress House	X			II
Psychiatrist	X			II
Psychotherapist	X			II
Social Worker Supervisor (2)	X			II
Tecopa Operation Manager	X			II
CCR Supervisor		X		II
Clinic Nurse Manager			X	II
Licensed Addictions Prog. Supervisor		X		II
Program Manager-Prevention		X		II
Senior Citizen Specialist			X	II
Supervising Family Nurse Practitioner			X	II
WIC Program Manager			X	II
Consultants and Contractors	X			III

**APPENDIX "B"**

**CONFLICT OF INTEREST CODE OF THE**  
Health and Human Services **DEPARTMENT**  
**COUNTY OF INYO, STATE OF CALIFORNIA**

**DISCLOSURE CATEGORIES**

**Category One (1):**

Designated employees shall report as required by Government Code Section 87200, et.seq.

**Category Two (2):**

Designated employees shall report all investments, business positions, interest in real property, and sources of income within Inyo County and two miles therefrom.

**Category Three (3):**

Designated employees shall disclose all investments, business positions, interest in real property, or sources of income, regardless of where located, if the business entity in which the investment, or business position is held, the interest in real property, the incom or source of income, is from any of the following businesses which have done business in Inyo County at any time during the two (2) years prior to the time the statement is filed, currently does any business in Inyo County, or currently has plans to do business in Inyo County:

1. General office services;
2. Office supplies;
3. Office equipment, business machines, computer hardware and software;
4. Vehicle maintenance equipment and supplies;
5. Vehicles and/or vehicle supplies, including petroleum products;
6. Food preparation and/or delivery services or supplies; and
7. Printing and/or publication services or supplies, sales of books, periodicals or other items printed and made available for sale.

**CONFLICT OF INTEREST CODE OF THE  
PLANNING DEPARTMENT  
COUNTY OF INYO, STATE OF CALIFORNIA**

**SECTION 1. Purpose.**

Pursuant to California Government Code section 87300, et seq., the Planning Department hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Conflict of Interest Code are additional to California Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Conflict of Interest Code shall be interpreted in a manner consistent therewith.

**SECTION 2. Designated Positions.**

The positions listed on Appendix "A" are designated positions. Employees holding these designated positions are deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest.

**SECTION 3. Disclosure Statements.**

Each designated position is assigned to one or more of the disclosure categories set forth in Appendix "B". Each employee in a designated position shall file a statement of financial interests disclosing that employee's interest in investments, business positions, real property, and income, designated as reportable under the disclosure category to which the employee's position is assigned by Appendix "A".

Notwithstanding the disclosure category to which a consultant position is assigned by Appendix "A", the Director of the Planning Department may determine in writing that a particular consultant, although a "designated" position, is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements of the category designated for consultants on Appendix "A". Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent, if any, of the disclosure requirements for such consultant. Such written determination is a public record and shall be filed and retained for public inspection in the same manner and locations as is required for statements of financial interest.

**SECTION 4. Place, Time and Requirements of Filing.**

(A) Place of Filing.

All employee's required to file a statement of financial interests shall file the original with the Inyo County Clerk, and a copy with the Director of Planning.

(B) Time and Content of Filing.

The first statement filed by an employee in a designated position upon the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property, held on the effective date of this Conflict of Interest Code, and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement filed by an employee who assumes a designated position after the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after assuming such position with the County and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position. After filing the first statement, each employee in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income



received, any time during the previous calendar year or since the date the employee assumed the designated position during the calendar year. Every employee in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

**SECTION 5. Contents of Disclosure Statement.**

Statements of financial interest shall be made on forms supplied by the Inyo County Clerk and shall contain all of the information as required by the current provisions of Government Code sections 87206 and 87207 for interest in investments, business positions, real property, and sources of income designated as reportable under the disclosure category to which the employee's position is assigned on Appendix "A".

**SECTION 6. Disqualification.**

An employee in a designated position must disqualify himself or herself from making, or participating in the making, or using their official position to influence the making of any decision which will have a material financial effect, as distinguishable from its effect on the public generally, on any financial interest as defined in Section 87103 of the Government Code. No employee in a designated position shall be required to disqualify himself or herself with respect to any matter which could not be legally acted upon or decided without his or her participation.

APPENDIX "A"  
CONFLICT OF INTEREST CODE OF THE  
PLANNING DEPARTMENT  
COUNTY OF INYO, STATE OF CALIFORNIA

DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Category</u>
ALL PLANNING COMMISSIONERS	1
PLANNING DIRECTOR	2
SENIOR PLANNER	2
ASSOCIATE PLANNER	2
ASSISTANT PLANNER	2
PROJECT COORDINATOR	2
CONSULTANTS AS DESIGNATED BY THE PLANNING DIRECTOR	2
MEMBERS OF THE ARCHITECTURAL DESIGN REVIEW BOARD	2
MEMBERS OF THE NATURAL RESOURCE ADVISORY COMMITTEE	2

APPENDIX "B"

CONFLICT OF INTEREST CODE OF THE  
PLANNING DEPARTMENT  
COUNTY OF INYO, STATE OF CALIFORNIA

DISCLOSURE CATEGORIES

DISCLOSURE CATEGORY ONE (1): Disclosure as required by Government Code section 87204 et. Seq.

DISCLOSURE CATEGORY TWO (2):

- a) Designated: employees shall report any investment, business position, interest in real property or source of
- b) Income, if the business entity in which the investment or business position is held; the interest in real property, or the source of income is located within the County of Inyo or within two miles of the County boundary.
- c) Designated employees shall disclose all investments, business positions, interests in real property, or source of income, regardless of where located, if the business entity in which the investment or business position held, the interest in real property, the income or source of income is from any of the following businesses which have done business in Inyo County, or currently has plans to do business in Inyo County:
  1. Surveying and engineering firms.
  2. Real estate brokers, real estate agents, real estate developers, real estate joint ventures.
  3. Building construction and contracting firms, or business.
  4. Wholesale building supply firms, lumber yards and aggregate companies.
  5. Mining, -mining consultants or mining engineering, suppliers of mining equipment or supplies.
  6. Consulting firms which prepare environmental impact reports subject to the approval of Inyo County, act as an agent for an applicant seeking approval of a Planning or Mining Reclamation Plan application by Inyo County, or provide consulting services to the Planning Department.
  7. Any contractor or subcontractor employed directly by the United States Department of energy on the Yucca Mountain Project or any supplier of goods, materials, or services to the Department of Energy Yucca Mountain project.



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

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

26

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

**FROM:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF:** September 25, 2018

**SUBJECT:** Bulk purchase of Eastern Sierra Transit Authority (ESTA) Bus Passes for Health & Human Services Programs

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve an annual bulk purchase of ESTA bus passes for Health & Human Services Programs in an amount not to exceed \$28,718.01.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Health & Human Services would like to do an annual bulk purchase of all bus passes for all eligible Health & Human Services programs in order to take advantage of the opportunity to receive a 10% discount towards the price of some of the passes. There are several programs purchasing the passes, and a spreadsheet is attached detailing the amount of passes and amounts charged to each division. The 10% discount savings total that Health & Human Services would realize is \$2,502.09.

The purchase of passes for the ESAAA program allow seniors to get to the Senior centers for the congregate meals and activities, or to their doctor appointments, and are an allowable CDA Title IIIB Transportation cost. The passes for the Eligibility programs are for participants in the program to get to work places and meet their participation requirements. The Wellness Center purchases allow the program participants to start to become more autonomous in their daily lives and become less dependent on the Mental Health program and staff. The Adult Protective Services, Child Protective Services, and FIRST passes will be used by clients to get to their required appointments or court dates that they must attend to stay compliant with the program.

**ALTERNATIVES:**

Denying this request would mean that we would not be able to receive the 10% discount for all of the bus passes and would be delay our ability to provide transportation assistance to clients in these various programs.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

State, Federal and Realignment funds. The budgets are as follows: ESAAA (683000) - \$11,171.70 in General Operating (5311); Social Services (055800) - \$9,842.31 in Support & Care (5501); Mental Health (045200) - \$2,439.00 in Support & Care (5501); and FIRST (055801) - \$5,265.00 in Support and Care (5501). No County General Funds.

**APPROVALS**

**AUDITOR/CONTROLLER:**



**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)*

Approved: yes Date: 8/20/18

**DEPARTMENT HEAD SIGNATURE:**

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



Date: 8/24/18



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  27
---

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

**FROM:** Health and Human Services Behavioral Health

**FOR THE BOARD MEETING OF:** *September 25, 2018*

**SUBJECT:** Memorandum of Understanding (MOU) between Kern Behavioral Health and Recovery (KBHR) and Inyo County Health and Human Services Behavioral Health (ICHHS-BH) for access to the Crisis Stabilization Unit (CSU) in Ridgecrest.

**DEPARTMENTAL RECOMMENDATION:** Request the Board approve the MOU between KBHR and ICHHS-BH that allows for Inyo County access to Turning Point CSU in Ridgecrest California and authorize the Deputy HHS Director of Behavioral Health and the Chairperson to sign.



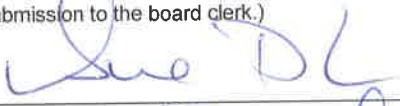
**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** This MOU with KBHR lays out the terms and conditions under which ICHHS-BH will be allowed access to the Turning Point CSU in Ridgecrest. A crisis stabilization unit is an inpatient psychiatric facility that allows stays up to 24 hours. A CSU provides services to de-escalate a psychiatric crisis. These services include access to psychiatric services via telemedicine as well as crisis support services. The Turning Point CSU has eight beds designated for adults and four beds designated for youth. This CSU is located in Ridgecrest, significantly closer than a designated Lanterman Petris Short (LPS) Act inpatient facility. Persons may be placed in a CSU under either voluntary or involuntary status. The goal of a CSU is to stabilize the person for discharge within 24 hours. If stabilization cannot be accomplished, the person must be transferred to an inpatient psychiatric hospital. KBHR is willing to allow access to the CSU with the understanding that return transportation will be provided by Inyo County. While access to the CSU does not address all of the needs for access to inpatient psychiatric hospitals, it does offer the opportunity to address a certain level of need, especially for youth. The CSU was built using funding awarded to KBHR under a Crisis Grant (SB 82). The payment for Medi-Cal specialty mental health services provided in the CSU is the responsibility of ICHHS-BH.


**ALTERNATIVES:** Your Board could decline to enter into the MOU with KBHR. As a result, Inyo County would not be able to access the services provided at the CSU.

**OTHER AGENCY INVOLVEMENT:** Law Enforcement, Northern and Southern Inyo Hospitals and other partners involved in crisis response.

**FINANCING:** Mental Health Realignment and reimbursement will be pursued for all Medi-Cal eligible services provided by the facility. This expense is budgeted in Mental Health (045200) in Support and Care-1099 (5508). No County General Funds.

<b>APPROVALS</b>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>YES</u> Date <u>9/6/18</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>9/12/2018</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>✓</u> Date <u>9/11/18</u>

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

 Date: 9/11/18

**MEMORANDUM OF UNDERSTANDING  
BETWEEN KERN BEHAVIORAL HEALTH AND RECOVERY SERVICES AND INYO COUNTY HHS  
BEHAVIORAL HEALTH FOR THE PROVISION OF SERVICES AT THE RIDGECREST MENTAL  
HEALTH URGENT CARE,  
LOCATED IN RIDGECREST, CA**

**(Kern Behavioral Health and Recovery Services – Inyo County HHS Behavioral Health)**

This MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) is made and entered into on \_\_\_\_\_, by and between the KERN COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES DEPARTMENT (hereinafter “KernBHRS”), the Mental Health Plan responsible for the Ridgecrest Mental Health Urgent Care and Inyo County HHS Behavioral Health (hereinafter “INYO COUNTY HHS-BH”), both counties in the State of California.

**WITNESSETH:**

**WHEREAS:**

- A. Inyo County HHS-BH recognizes the growing need to access crisis stabilization services for Inyo County minors and adults experiencing behavioral health crises; and
- B. Crisis stabilization services are not presently available within Inyo County; requiring Inyo County HHS-BH to seek crisis stabilization services outside Inyo County; and
- C. KernBHRS received a CHFFA grant to build a crisis stabilization unit in eastern Kern County and has contracted with Telecare Inc. to provide services at the Ridgecrest Mental Health Urgent Care; and
- D. The Ridgecrest Mental Health Urgent Care is a MediCal certified 12-bed facility that serves minors (4) and adults (8) on both a voluntary and involuntary basis; and
- E. The Ridgecrest Mental Health Urgent Care is designated to serve involuntary minors and adults, pursuant to Welfare and Institutions Code (W&I Code) 5150 et. seq; and
- F. KernBHRS and Inyo County HHS-BH mutually agree that Inyo County minors and adults experiencing behavioral health crises may be served at the Ridgecrest Mental Health Urgent Care.

**NOW, THEREFORE**, the parties mutually agree as follows:

**I. TERM**

This MOU shall be effective upon signing of this MOU shall remain in effect until June 30, 2023 unless sooner terminated as hereinafter provided. Either Party may terminate this Agreement with or without cause, upon thirty (30) days prior written notice to the other Party.

**II. KernBHRS will, via contract monitoring of the approved service provider:**

- A. Assure that contracted providers are available to provide crisis stabilization services, not to exceed 23 hours and 59 minutes, at the Ridgecrest Mental Health Urgent Care. Services will include, but not be limited to:



1. Crisis assessment and intervention;
  2. Medical screenings;
  3. Chart documentation per standards;
  4. Evidence-based skill sets;
  5. Coordination of admissions to inpatient facilities when necessary, utilizing the Transfer and Resource Coordinator (TRC);
  6. Coordination of care with Inyo County HHS-BH for those minors and adults referred from Inyo County. Following telephone or written approval of Inyo County HHS-BH, referrals may be from the following non-inclusive list:
    - Inyo County HHS-BH;
    - Inyo County EMS and fire departments;
    - Inyo County law enforcement;
    - Inyo County emergency departments;
- B. Assure that adults receiving crisis stabilization services at the Ridgecrest Mental Health Urgent Care will be physically segregated from minors receiving crisis stabilization services.
- C. Assure that staffing ratios will be met at all times and all staff will have valid and current licensures.
- D. Maintain written agreement for backup medical services as needed with Ridgecrest Regional Hospital.
- E. Complete all legal requirements related to involuntary holds including assessing individuals who may be suicidal, homicidal or gravely disabled and writing 5150s; as well as releasing involuntary holds when appropriate.
- F. Assist with the coordination of admission to inpatient psychiatric facilities when necessary. Ridgecrest Mental Health Urgent Care staff will provide all information necessary to Inyo County Mental Health for the transfer of individuals to hospitals contracted by Inyo County or to Kern County inpatient psychiatric facilities. Inyo County will be responsible for all transportation and staff costs related to transportation.
- G. Collaborate with Inyo County HHS-BH to assure that individuals requiring transport have transportation back to Inyo County. Transportation may include, but not be limited to:
1. Private transportation, as family or friends
  2. Trans West Security
  3. Inyo County HHS-BH staff or call list
  4. Eastern Sierra Transit Authority
  5. Uber or Lyft
  6. In very limited cases, transportation may be provided by the service provider, currently Telecare, Inc.
- H. Submit monthly claims for services at the Ridgecrest Mental Health Urgent Care and monthly claims for transportation services to Inyo County HHS-BH, including:
1. Crisis stabilization services for Inyo County MediCal beneficiaries and indigent beneficiaries will be billed at the Kern County interim rate for crisis stabilization services. Following an annual cost report, any variances will be reconciled.

2. Crisis stabilization services for individuals transported by Inyo County law enforcement or first responders will be billed at the Kern County interim rate for crisis stabilization services to Inyo County.
3. Utilizing a specific subunit for Inyo County individuals, KernBHRS will collect all billing and client contact information from the Ridgecrest Mental Health Urgent Care and will provide information to Inyo County HHS-BS for their billing purposes.
4. Following crisis stabilization services, if an Inyo County resident is hospitalized in a Kern County inpatient psychiatric facility, Kern County will reimburse the inpatient psychiatric facility and will then bill Inyo County for the amount of the claim.
5. Transportation charges for transport from the Ridgecrest Mental health Urgent Care to Ridgecrest Regional Hospital, inpatient psychiatric facilities, or return to Inyo County will be the responsibility of Inyo County HHS-BH and their related Managed Medi-Cal Plans.

**III. Inyo County HHS-BH will:**

- A. Train Inyo County HHS-BH staff and community service personnel (hospital emergency departments, law enforcement, fire department, emergency medical services) on protocols for the safe and appropriate usage of the Ridgecrest Mental Health Urgent Care. Follow-up trainings will be provided as needed.
- B. Provide data reports to KernBHRS as requested to assess usage and outcomes
- C. Contact and train community service personnel to contact the Ridgecrest Mental Health Urgent Care prior to the arrival of individuals requiring services. The following information will be provided if possible:
  1. Individual's name and date of birth;
  2. Voluntary or involuntary status, including relevant information for individuals on involuntary 5150 holds;
  3. A brief summary of what occurred to precipitate the need for services;
  4. A description of obvious medical conditions, including the use of crutches, canes or wheelchairs;
  5. Is there a potential overdose?
  6. Is the individual violent?
  7. If a medication list is available, share with staff and fax if possible to 760-446-0298.
- D. Be responsible for payment to KernBHRS for services provided to Inyo County residents by the Ridgecrest Mental Health Urgent Care.
- E. Be responsible for billing Medi-Cal for Inyo County Medi-Cal beneficiaries.
- F. Be responsible for billing private insurance for Inyo County residents having private insurance.
- G. Collaborate with Kern County psychiatric inpatient facilities regarding coordination of care including discharge planning and return transportation for all Inyo County beneficiaries hospitalized in Kern County psychiatric inpatient facilities.

- H. Be responsible for payment, following a monthly claim from KernBHRS, for Inyo County MediCal beneficiaries and unfunded individuals receiving services in Kern County psychiatric inpatient facilities.
- I. Be responsible for transportation costs for individuals hospitalized in Kern County psychiatric inpatient facilities.
- J. Collaborate with Ridgecrest Mental Health Urgent Care staff to secure safe and appropriate transportation to Inyo County following discharge.

**IV. TERMINATION**

Either Party may terminate this MOU, with or without cause, upon thirty (30) days prior written notice to the other Party. In the event of termination of this MOU for any reason, Inyo County Mental Health shall have no further obligation to pay for any services rendered or expenses incurred by after the effective date of the termination. KernBHRS will be entitled to receive compensation for services satisfactorily rendered up to the effective date of termination.

**V. ASSIGNMENT**

Neither Party shall assign or transfer this MOU or its obligations hereunder, or any part thereof.

**VI. NON-APPROPRIATION**

The Parties reserve the right to terminate this MOU in the event insufficient funds are appropriated or budgeted for this MOU in any fiscal year. Upon such termination by one Party, the other Party will be released from any further financial obligation to the first Party, except for services performed prior to the date of termination. In addition, the other Party will be given thirty (30) days written notice in the event that such action is required by the first Party.

**VII. NOTICES**

Notices to be given by one Party to the other under this MOU shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

Notice to KernBHRS shall be addressed as follows:

Bill Walker, LMFT, Director  
Kern County Behavioral Health and Recovery Services  
P.O. Box 1000  
Bakersfield, CA 93302-1000

Notice to Inyo County Mental Health shall be addressed as follows:

Gail Zwier, PhD, HHS Deputy Director  
County of Inyo Behavioral Health Division  
162 Grove Street  
Suite J  
Bishop, California 93514

Nothing in this MOU shall be construed to prevent or render ineffective delivery of notices required or permitted under this MOU by personal service.

**VIII. SOLE AGREEMENT**

This document, including all attachments hereto, contains the entire agreement between the parties relating to the services, rights, obligations, and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in the MOU. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

**IX. MODIFICATIONS TO MOU**

This MOU may be modified in writing only, signed by the parties in interest at the time of this modification.

**X. CONFIDENTIALITY**

The Parties hereto agree to abide by the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule and Security Rule as applicable and follow confidentiality requirements of 42 CFR Part 2 and other applicable requirements, and to consult and cooperate with one another to assure appropriate and consistent handling of confidential data.

**XI. HIPAA / HITECH COMPLIANCE**

1. During the term of this Agreement, both parties may receive, or may receive or create certain confidential health or medical information ("Protected Health Information" or "PHI"). This information is protected under State and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. Both parties represent that they have in place policies and procedures that will adequately safeguard any PHI they receive or create, and both parties specifically agree to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA, the HITECH Act, and the HIPAA Regulations.
2. For purposes of this section, PHI means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or behavioral health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
3. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties hereto specifically agree to take such action as is necessary to implement the requirements of HIPAA, the HITECH Act, and HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI.

4. Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement upon twenty (20) days' notice in the event: the other Party does not promptly provide written evidence of compliance with the HITECH Act, and applicable HIPAA Regulations, or (b) either Party becomes aware that the other Party or any of its subcontractors or agents discloses PHI in a manner that is not authorized by this Agreement or by applicable law.

**XII. COMPLIANCE WITH LAW**

Each Party and any subcontractors shall observe and comply with all applicable County, State, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are made a part hereof and incorporated herein by reference.

**XIII. NONDISCRIMINATION**

Both Parties agree to abide by all applicable federal and State laws prohibiting discrimination against any participant, volunteer, or any other persons because of race, color, religion, handicap, sex, age, sexual orientation, or place of natural origin.

**XIV. AUDIT, INSPECTION, AND RETENTION OF RECORDS**

INYO COUNTY HHS-BH agrees to maintain and make available to KernBHRS accurate books and records relative to all its activities under this MOU. INYO COUNTY HHS-BH shall permit KernBHRS to audit, examine, and make excerpts and transcriptions from such records, and to conduct audits of all invoices, materials, records or personnel or other data related to all other matters covered by this MOU. INYO COUNTY HHS-BH shall maintain such data and records in an accessible location and condition for a period of time in accordance with INYO COUNTY HHS-BH standard policy; however, records containing Protected Health Information shall be retained and made available for a period of not less than seven (7) years from the date of service under this MOU, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this MOU shall have the same rights conferred upon KERNBHRS herein.

**IN WITNESS TO WHICH**, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

**APPROVED AS TO CONTENT:**

KernBHRS

Inyo County HHS Behavioral Health

By: \_\_\_\_\_  
Bill Walker, LMFT  
Director

By: \_\_\_\_\_  
Gail Zwier, PhD  
Deputy HHS Director Behavioral Health Division

**COUNTY OF KERN  
BOARD OF SUPERVISORS**

**COUNTY OF INYO  
BOARD OF SUPERVISORS**

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


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

**APPROVED AS TO FORM:**

Office of the County Counsel

Office of the County Counsel

By: \_\_\_\_\_  
Gurujodha Khalsa  
Chief Deputy County Counsel for KERNBHRS

By:  \_\_\_\_\_  
Name  
Deputy County Counsel for INYO COUNTY  
MENTAL HEALTH



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

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

For Clerk's Use  
Only:

AGENDA NUMBER

28

FROM: Road Department

FOR THE BOARD MEETING OF: September 25, 2018

SUBJECT: Temporary closure of North Pa Ha Lane, Diaz Lane, and Barlow Lane to the Tribal Gym for the California Indian Day Parade.

**DEPARTMENTAL RECOMMENDATIONS:**

Request Board approval of the closure of portions of North Pa Ha Lane, Diaz Lane, and Barlow Lane on Friday, September 28, 2018 between the hours of 8:30 a.m. and 1:00 p.m.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

On Friday, September 28, 2018, the Paiute Palace Casino plans to hold a parade celebrating California Indian Day and has requested the closure of portions of North Pa Ha Lane, Diaz Lane, and Barlow Lane for the event. The 0.85 mile parade will begin at the Paiute Palace Casino, and travel south along Pa Ha Lane to the intersection with Diaz Lane. It will then turn east down Diaz Lane, continuing to the intersection with Barlow Lane. The parade will then turn south on Barlow Lane and will end at the Barlow Gym. The Parade is scheduled to begin at 9:00 a.m. and should be complete by 12:30 p.m. The Road Department is requesting that the Board approve the closure of ½ mile of Pa Ha Lane, ¼ mile of Diaz Lane, and 0.1 miles of Barlow Lane.

In the area of the proposed road closures, Pa Ha Lane, Diaz Lane, and Barlow Lanes provide access to residents of the Paiute Tribe. The Road Department will include provisions in the special event permit that will allow people that live within the road closure area to access their homes, and will provide signs and barricades to assist with the closure of the roadway. There will be minimal impact to people trying to cross the reservation, as there are many other routes available to do so. The permittee will be required to arrange for the barricading positions and directing residents around the barricades.

**ALTERNATIVES:**

Your Board could choose not to approve the road closure. This is not recommended, as minimal impacts are anticipated and closure of the roadway will greatly increase safety for the event participants. If this were to occur, the Paiute Palace Casino would need to identify an alternative location for the event.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

There is no financial impact anticipated from this event.

Road Department will provide signs, barricades, etc. on a loan agreement basis. Road Department will deliver and pickup traffic control devices.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>9/18/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: _____ Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 2018-09-18

For Mike Crank.





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

For Clerk's Use Only:  
AGENDA NUMBER

30

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** September 25, 2018

**SUBJECT:** Objection Forms regarding Final Inyo National Forest (INF) Forest Plan Revision and Final Environmental Impact Statement (EIS)<sup>1</sup>.

**RECOMMENDATION:**

Receive an overview of the objection forms prepared by staff, at the Boards direction, related to the wilderness boundaries of the proposed South Sierra and Piper Mountain areas and potentially direct staff to send.

**SUMMARY DISCUSSION:** The INF released the Draft Final Forest Plan Revision and Draft Final EIS on August 4, 2018. Staff prepared a review and analysis of it against the comments the County provided throughout the Plan's development. On August 28, 2018 INF staff presented the Plan to the Board and planning staff gave an overview of the changes in the Draft Finals that corresponded to, or were missing, based on comments previously provided by the County.

The Board directed planning staff to prepare an objection document, per the INF's instructions, regarding the boundaries of the South Sierra and Piper Mountain proposed wilderness areas. The Board also asked staff to prepare an objection related to the lack of language about expediting INF permits. Upon further review, staff did find that expedited permitting was addressed and it can be found in Appendix B of the INF Plan Revision under Proposed and Possible Actions. These are identified as actions that may take place on the Inyo National Forest at the project or activity level to help maintain existing conditions or achieve the desired conditions described in the plan. It is found under Local Communities and stated as:

*“Work with local governments, businesses and organizations to assist in permit processes, including providing technical assistance, processing programmatic environmental clearance, and other measures to streamline the time and expense of permitting.”*

Staff has prepared the Objection Forms, one for each wilderness boundary (Attached). Each describes the Board's previously requested boundaries and the reasons for the changes being asked for. The objections also contain references to sections of the Forest Service Handbook, directing how wilderness recommendations should be developed, and where there seems to be some disconnect. Staff is now requesting direction from the Board to potentially send the objections to the INF.

**OTHER AGENCY INVOLVEMENT:** Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; Town of Mammoth Lakes and City of Bishop; other interested persons and organizations.

**FINANCING:** General fund resources are utilized to monitor planning work in the Forest.

<sup>1</sup> The Final Plan Revision and EIS can be found at: <https://www.fs.usda.gov/main/inyo/landmanagement/planning>

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 9/14/18

## Inyo National Forest Land Management Plan – Objection Form

Objections to the revised land management plan, associated environmental impact statement (EIS) or species of conservation concern (SCC) list must be submitted by October 3, 2018. This is not a public comment period. In order to file an objection, you must have previously submitted substantive formal comments during the planning process.

**Objector's name:** Inyo County Board of Supervisors

**Address:** PO Drawer N, Independence, CA 93526

**Telephone number:** 760-878-0373

**Email:** dellis@inyocounty.us

**Name of lead objector (if more than one):** Click here to enter text.

Specify if the objection is to the revised land management plan or SCC list. Please file one form per type of objection:

Inyo National Forest Revised Land Management Plan, Forest Supervisor Tammy Randall-Parker, Responsible Official

OR

Inyo National Forest species of conservation concern (SCC) list, Regional Forester Randy Moore, Responsible Official

Statement of issues and/or parts of the plan revision or SCC list to which the objection applies (what part of the revised plan or SCC list do you disagree with):

Area boundaries of South Sierra for Proposed Wilderness Designation.

Concise statement explaining the objection (why do you disagree with this part of the plan or SCC list):

The South Sierra proposed wilderness boundary. As the boundary is depicted in the Final Drafts, the east side does not possess much in the way of wilderness characteristics. Previous County comments included adjusting the eastern boundary line west to the 6,000-ft contour line. The area between the 6,000-ft contour line and the proposed boundary is visually scarred with roads, powerlines and views to Highway 395, as well as views to old mines and mining roads located to the east across Highway 395. It should also be noted that the sounds from the highway can be heard in much of this area as well. This area has an unauthorized road (per the Travel Management Plan) into Talus Canyon that is enjoyed by off-road enthusiasts that should not be included in recommended wilderness. This area also includes several pipelines, fences, and an earthquake monitoring station. This particular area would make much more sense in a semi-primitive motorized category than as wilderness.

Suggestion for how the proposed plan should be improved (what do you propose as a solution to the part of the plan or SCC list that you disagree with):

Move the eastern boundary line of the proposed South Sierra Wilderness Area west to the 6,000-ft contour line. The 6,000-ft contour line corresponds with the eastern boundary of the adjacent wilderness area to the north that extends to Olancha before broadening out towards the east. By moving the boundary line west to the 6,000-ft contour line much of the area that has obviously been trammled by people would be removed and more opportunity for a wider range of recreation opportunities would be available.

If applicable, identify how you believe the revised plan or SCC list is inconsistent with law, regulation, or policy:

The section of the proposed South Sierra Wilderness, as identified above, does not meet the evaluation criteria as set forth in Chapter 70 of the Land Management Planning Handbook, Chapter 70 – Wilderness, 72.1, b, c and 2 a as this area has conditions normally associated with human intervention and due to this intervention reflects a departure from naturalness and a loss of the ability for solitude, especially with regard to the proximity to Highway 395. It also misses an opportunity to meet objectives of The Multiple Use and Sustained Yield Act by not allowing for a variety of recreational uses in the particular area. It should also be noted that Appendix B of the Draft Final EIS, page 172 acknowledges that the east side of this proposed wilderness lacks wilderness characteristics with the statement “The sense of remoteness may be diminished along the area’s eastern periphery by U.S. Highway 395”.

Statement demonstrating the link between objection and prior formal comments (during which formal public comment period did you bring up this issue prior to this objection period? If this is a new issue since, state so): This comment was provided on the Draft Forest Plan Revision and Draft Environmental Impact Statement on August 22, 2016 in a letter sent to Ed Armenta, Inyo National Forest, Supervisor, and was offered throughout the planning process.




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

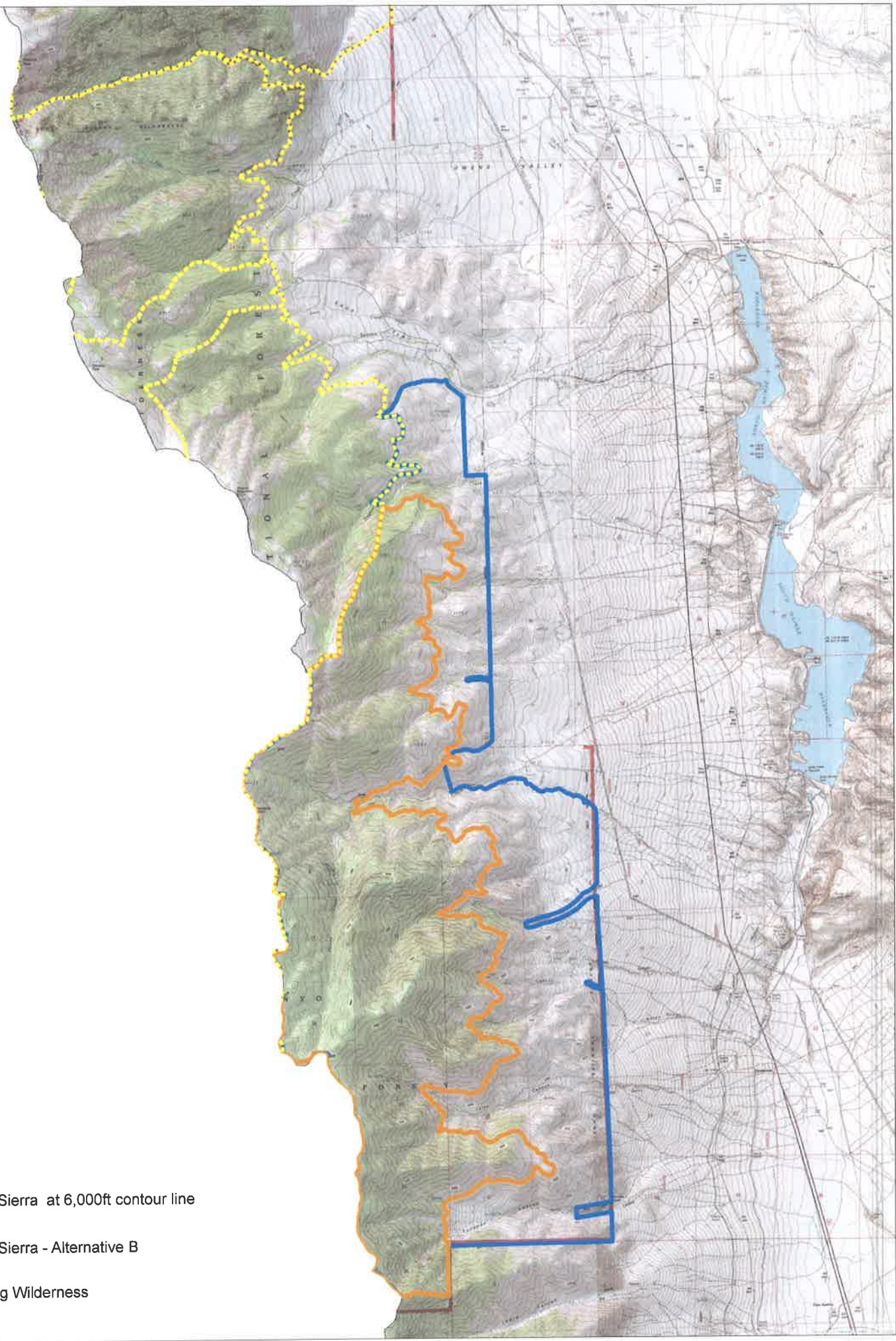
Dan Totheroh, Chairperson, Inyo County Board of Supervisors

**Send written objections to:** Bernie Gyant, USDA Forest Service, Pacific Southwest Region, Objection Reviewing Officer, 1323 Club Drive, Vallejo, CA 94592. Office hours are Monday through Friday, 8:00 a.m. to 4:30 p.m., excluding Federal holidays.

**Send electronic objections to:** [objections-pacificsouthwest-regional-office@fs.fed.us](mailto:objections-pacificsouthwest-regional-office@fs.fed.us) with “Inyo National Forest Plan Revision objection” or “Inyo National Forest Species of Conservation Concern objection” in the subject line. Electronic submissions must be submitted in one of the common formats (.doc, .docx, .rtf, .pdf, or .txt).

**Send faxed objections to:** (707)-562-9049. The fax coversheet must include a subject line with “Inyo National Forest Plan Revision objection” or “Inyo National Forest Species of Conservation Concern objection” and should specify the number of pages being submitted.

-  South Sierra at 6,000ft contour line
-  South Sierra - Alternative B
-  Existing Wilderness



## Inyo National Forest Land Management Plan – Objection Form

Objections to the revised land management plan, associated environmental impact statement (EIS) or species of conservation concern (SCC) list must be submitted by October 3, 2018. This is not a public comment period. In order to file an objection, you must have previously submitted substantive formal comments during the planning process.

**Objector's name:** Inyo County Board of Supervisors

**Address:** PO Drawer N, Independence, CA 93526

**Telephone number:** 760-878-0373

**Email:** dellis@inyocounty.us

**Name of lead objector (if more than one):** Click here to enter text.

Specify if the objection is to the revised land management plan or SCC list. Please file one form per type of objection:

Inyo National Forest Revised Land Management Plan, Forest Supervisor Tammy Randall-Parker, Responsible Official

OR

Inyo National Forest species of conservation concern (SCC) list, Regional Forester Randy Moore, Responsible Official

Statement of issues and/or parts of the plan revision or SCC list to which the objection applies (what part of the revised plan or SCC list do you disagree with):

Area boundaries of Piper Mountain Proposed Wilderness Designation.

Concise statement explaining the objection (why do you disagree with this part of the plan or SCC list):

Piper Mountain proposed wilderness area: as the boundary is depicted in the Final Drafts, the western section is not completely appropriate for wilderness designation. The western boundary is formed by Forest Service roads and a historic mining area that do not provide for wilderness characteristics. Also, due to lingering questions regarding how unauthorized roads have been identified and then used to identify potential wilderness, the proposed wilderness boundary should be adjusted to the east at a distance that will remove the unauthorized roads located in the area. The "unauthorized roads" within this area provide access to dispersed campsites and a wildlife guzzler. The guzzler has been in the area for years and needs to be accessed many times during dry years. These uses should have been considered with the same level of importance as the unauthorized roads were, maybe even more so, due to the possible loss to multiple use in the form of more variety of recreation opportunities and the needed access to the wildlife guzzler. This particular area would make much more sense in a semi-primitive motorized category than as wilderness.

Suggestion for how the proposed plan should be improved (what do you propose as a solution to the part of the plan or SCC list that you disagree with):

Move the western boundary line of the proposed Piper Mountain wilderness boundary to the east at a distance that will remove the unauthorized roads located in the area (Map Attached). This will take out the areas that have obviously been trammled by people, will provide more opportunity for a wider range of recreation opportunities and will allow for the continued unhindered access to the wildlife guzzler.

If applicable, identify how you believe the revised plan or SCC list is inconsistent with law, regulation, or policy:

The section of the proposed Piper Mountain Wilderness, as identified above, does not meet the evaluation criteria as set forth in Chapter 70 of the Land Management Planning Handbook, Chapter 70 – Wilderness, 72.1, b, c and 2 a as this area has conditions normally associated with human intervention and due to this intervention reflects a departure from naturalness and a loss of the ability for solitude. It also misses an opportunity to meet objectives of The Multiple Use and Sustained Yield Act by not allowing for a variety of recreational uses and continued access to a wildlife guzzler in the particular area.

Statement demonstrating the link between objection and prior formal comments (during which formal public comment period did you bring up this issue prior to this objection period? If this is a new issue since, state so): This comment was

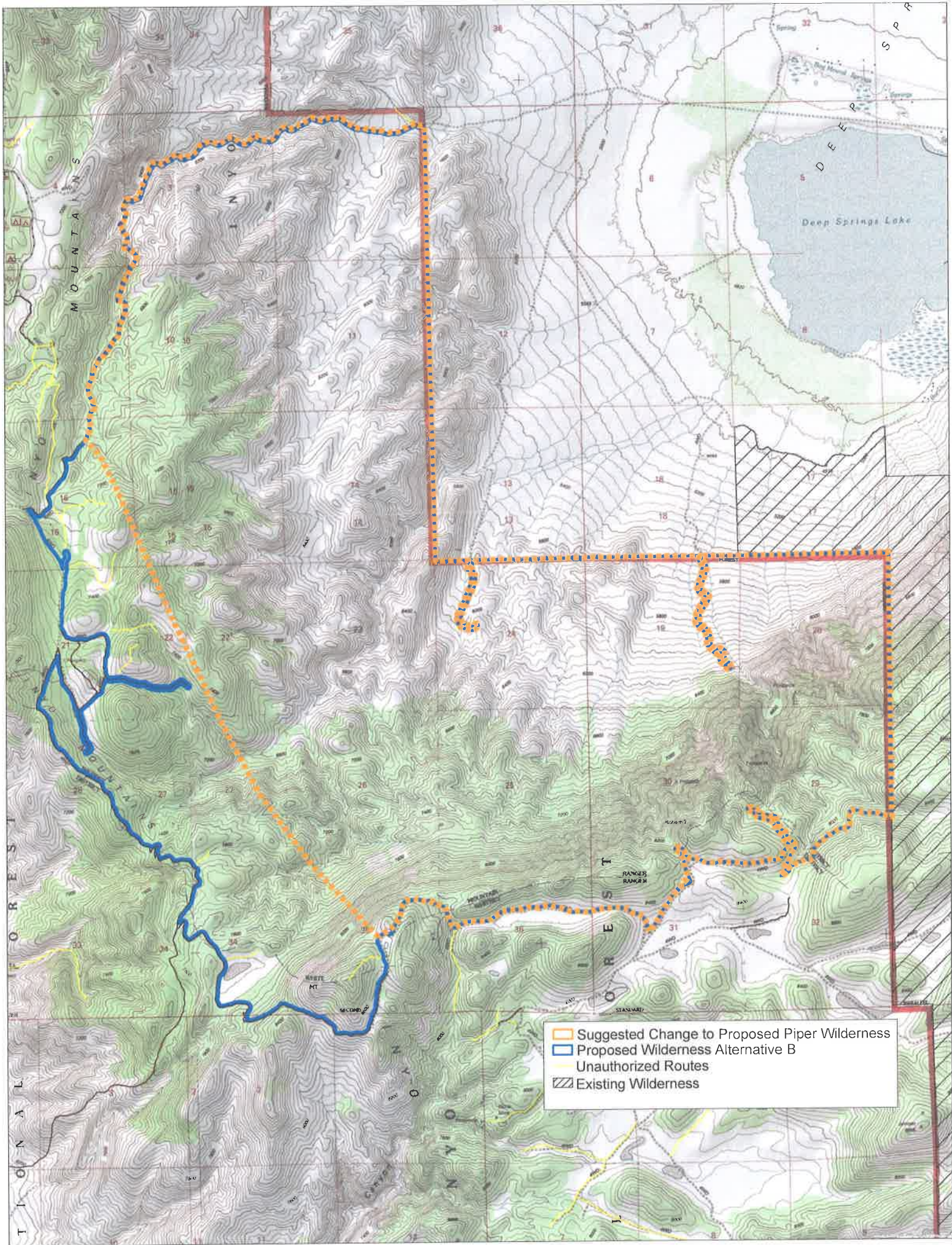
provided on the Draft Forest Plan Revision and Draft Environmental Impact Statement on August 22, 2016 in a letter sent to Ed Armenta, Inyo National Forest, Supervisor.

Signature: \_\_\_\_\_  
Dan Totheroh, Chairperson, Inyo County Board of Supervisors

**Send written objections to:** Barnie Gyant, USDA Forest Service, Pacific Southwest Region, Objection Reviewing Officer, 1323 Club Drive, Vallejo, CA 94592. Office hours are Monday through Friday, 8:00 a.m. to 4:30 p.m., excluding Federal holidays.

**Send electronic objections to:** [objections-pacificsouthwest-regional-office@fs.fed.us](mailto:objections-pacificsouthwest-regional-office@fs.fed.us) with “Inyo National Forest Plan Revision objection” or “Inyo National Forest Species of Conservation Concern objection” in the subject line. Electronic submissions must be submitted in one of the common formats (.doc, .docx, .rtf, .pdf, or .txt).

**Send faxed objections to:** (707)-562-9049. The fax coversheet must include a subject line with “Inyo National Forest Plan Revision objection” or “Inyo National Forest Species of Conservation Concern objection” and should specify the number of pages being submitted.



- Suggested Change to Proposed Piper Wilderness
- Proposed Wilderness Alternative B
- Unauthorized Routes
- Existing Wilderness





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

For Clerk's Use Only:  
**AGENDA NUMBER**  
31

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

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

**FOR THE BOARD MEETING OF: September 25, 2018**

**SUBJECT: Approval and Ratification of Fiscal Year 2018-2019 Tobacco Control Program Allocation Agreement**

**DEPARTMENTAL RECOMMENDATION:**

Request your Board ratify and approve the Allocation Agreement between the County of Inyo and California Department of Public Health for the provision of the local Tobacco Control Program, in an amount not to exceed \$302,415.00, for the period of July 1, 2018, through June 30, 2019, and authorize Marilyn Mann, Director of Health and Human Services (HHS) to sign Allocation Agreement No. CTCP-17-14.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The 2018-19 fiscal year represents the second year of a 4-year contract period between the California Tobacco Control Program (CTCP) and the County of Inyo, covering July 1, 2017- June 30, 2021. The comprehensive 4-year plan for 2017-2021 incorporates additional tobacco tax funding, bringing the total allocation to \$369,105.00 for FY 2017-18, \$302,415.00 for FY 2018-19, \$311,550.00 for FY 2019-20 and \$305,085.00 for FY 2020-21.

In January 2017, the HHS Public Health and Prevention division submitted a draft for the first year of the four-year Comprehensive Tobacco Control Plan and Budget. In August 2017, HHS submitted a revised draft, incorporating FY 2017-2021. After receiving additional input from your Board in December 2017, staff continued to work with our assigned State Tobacco Control contract manager to ensure our plan and budget met program requirements. In May 2018, CTCP approved Inyo County's Comprehensive Tobacco Control Plan and Budget for FY 2017-2021, and the allocation agreement was sent to Inyo County in July 2018.

Required Scope of Work objectives include activities to support adult and youth coalitions, a retail objective that focuses on limiting tobacco promoting influences and includes a required legislated policy (for example, establishing a minimum package or volume size for tobacco products), and a second policy objective focused on reducing exposure to secondhand smoke (for example, a policy that restricts smoking in entryways). The Scope of Work for Inyo also includes an optional cessation objective that will allow us to promote cessation materials and provide training and coordination with partner agencies.

The California Tobacco Control Program (CTCP) has been in existence since 1989. The goal of CTCP is to change the social norms surrounding tobacco use in order to make tobacco less desirable, less acceptable, and less accessible. CTCP focuses on policy, system, and environmental change rather than individual behavior change as a way to use funds most effectively and efficiently for the greatest impact on society.

The funds the County will receive will not be used to supplant existing funding and will be spent according to the budget approved by the California Department of Public Health. The signed "Acceptance of Allocation Agreement" serves as acceptance of the allocation for FY 2018-2019 and acknowledges the conditions attached to the funds. The Comprehensive Tobacco Control Plan for FY 2017-2021 and the allocation agreement will end on June 30, 2021. Any remaining balances must be returned to the CDPH Cigarette and Tobacco Surtax Fund.

**ALTERNATIVES:**





Your Board could choose to not ratify and approve this agreement, which would disallow Inyo County from accepting the funds for FY 18/19 and would make Inyo County noncompliant with Tobacco Control program requirements. If Inyo County is deemed noncompliant by CDPH, the State will fund another agency to administer the mandated Tobacco Control program in Inyo County.

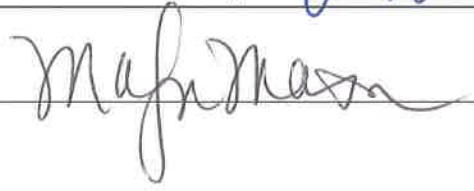
**OTHER AGENCY INVOLVEMENT:**

Inyo County Superior Court, Inyo County Superintendent of Schools, Inyo County Wellness Center, Toiyabe Indian Health Project, Owens Valley Career Development Center, Bishop Union High School, and Lone Pine High School.

**FINANCING:**

State and Federal funding for the local Tobacco Control Education Program is \$302,415. Funds are brought into individual trust accounts as required by CDPH (505117 & 505118) and later transferred into the Tobacco (640317) budget in State Grants (4498) as reported on the reimbursement requests submitted to the State. No County General Funds.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>8/29/18</u>
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>8/30/2018</u>
<b>PERSONNEL DIRECTOR:</b> 	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>✓</u> Date: <u>9/4/18</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved:  Date: <u>9/5/18</u>

**DEPARTMENT HEAD SIGNATURE:**  Date: 9/6/18  
(Not to be signed until all approvals are received)



KAREN L. SMITH, MD, MPH  
 Director and State Public Health Officer

State of California—Health and Human Services Agency  
 California Department of Public Health



EDMUND G. BROWN JR.  
 Governor

July 19, 2018

**TO:** LOCAL LEAD AGENCY (LLA) PROJECT DIRECTORS  
 TOBACCO CONTROL EDUCATION PROGRAMS

**FROM:** CONTRACTS AND BUSINESS OPERATIONS SECTION  
 CALIFORNIA TOBACCO CONTROL PROGRAM (CTCP)

**SUBJECT:** PROGRAM LETTER 18-04  
 LLA ALLOCATION AGREEMENT FOR PROPOSITION 99 AND PROPOSITION 56 FUNDS  
 FUNDING PERIOD: JULY 1, 2018 THROUGH JUNE 30, 2019

**Purpose** Release the *Acceptance of Allocation Agreement* for Fiscal Year (FY) 2018-2019

**Effective Date** Immediately

- Inclusions**
1. *Acceptance of Allocation Agreement*  
 Funding Period: July 1, 2018 through June 30, 2019
  2. Revised APPENDIX 1, *California Tobacco Control Program, Local Lead Agency Allocation Table for Proposition 99 and Proposition 56 Funds, FY 2017/18 - FY 2020/21* (Dated 7/11/2018) released in the 2017 - 2021 LOCAL LEAD AGENCY COMPREHENSIVE TOBACCO CONTROL PLAN GUIDELINES

- Required Action**
1. Please print, sign, and date the *Acceptance of Allocation Agreement* for FY 2018-2019. The signature, on the *Acceptance of Allocation Agreement*, **must** match the official Agency Signatory identified in CTCP's Online Tobacco Information System (OTIS).
  2. Return the *Acceptance of Allocation Agreement* for FY 2018-2019, bearing an original signature, to your assigned CTCP Procurement Manager (PM) at the following address:

**USPS Mailing Address:**  
 Attention: "Name of assigned CTCP PM"  
 California Department of Public Health  
 CDIC/California Tobacco Control Program  
 MS 7206  
 P. O. Box 997377  
 Sacramento, CA 95899-7377



**Why The Agreement Is Needed**

Signing the *Acceptance of Allocation Agreement* serves as acceptance of the allocation for FY 2018-2019 and acknowledges the conditions attached to the funds. The California Department of Public Health (CDPH) does not require a Board of Supervisors Resolution for allocation agreements.

Please be advised, Prospective Payment Invoices (PPIs) cannot be processed for payment until CTCP receives the *Acceptance of Allocation Agreement* for FY 2018-2019, from your city/county, bearing the original signature of the official Agency Signatory identified in OTIS.

---

**Budget Information**

The amount of Proposition 99 and Proposition 56 funds identified on the *Acceptance of Allocation Agreement* for FY 2018-2019 is based on the updated LLA Allocation Table for the FY 2017-2021 plan period.

---

**Additional Information**

During the plan period, LLA Project Directors will receive feedback from CTCP's:

- PMs who analyze the cost reports and spending patterns.
- Program Consultants (PCs) who monitor the progress reports and associated percent deliverables to ensure adequate progress is being made toward completion of the Comprehensive Tobacco Control Plan for FYs 2017-2021.

If it appears LLAs are not spending the allocations according to the negotiated budget/budget justification in a timely manner and/or are not making sufficient progress on plan activities, CTCP may withhold future PPIs.

Unspent balances must be returned to the CDPH/CTCP when the 2017 – 2021 Local Lead Agency Comprehensive Tobacco Control Plan ends on June 30, 2021.

---

**Contact Person For Further Information**

If you have any questions; please contact your assigned CTCP PM.

cc: Fiscal Officers  
Health Officers  
CHEAC Members  
Michelle Gibbons  
Leah Northrop

## ACCEPTANCE OF ALLOCATION AGREEMENT

County of Inyo

Agreement Number: CTCP-17-14

Agreement Amount: \$302,415.00

Proposition 56: \$152,415.00

Proposition 99: \$150,000.00

**FUNDING PERIOD: July 1, 2018 through June 30, 2019**

I certify this Tobacco Control Program will comply with all applicable policies, procedures, and legal requirements as described in the Comprehensive Tobacco Control Plan Guidelines including: the Allocation Agreement Terms; Local Lead Agency Administrative and Policy Manual; and, any statutes, program letters, and other conditions stipulated by the California Tobacco Control Program.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

**California Tobacco Control Program  
Local Lead Agency Allocation Table  
for Proposition 99 and Proposition 56 Funds  
FY 2017/18 - FY 2020/21**

**FY 17/18**

LLA	Agreement	FY 17/18 Prop 99 @ Budget Act Jul-17	FY 17/18 Prop 99 Adjustment @ Jan 2018 GB	FY 17/18 Total Prop 99 @Jan 2018 GB	FY 17/18 Prop 56 @ BA & GB	FY 17/18 TOTAL Prop 99+56 @ BA & GB
Alameda	CTCP-17-01	\$150,000		\$150,000	\$1,886,917	\$2,036,917
Berkeley	CTCP-17-01A	\$150,000		\$150,000	\$175,190	\$325,190
Alpine	CTCP-17-02	\$150,000		\$150,000	\$219,105	\$369,105
Amador	CTCP-17-03	\$150,000		\$150,000	\$219,105	\$369,105
Butte	CTCP-17-04	\$150,000		\$150,000	\$319,042	\$469,042
Calaveras	CTCP-17-05	\$150,000		\$150,000	\$219,105	\$369,105
Colusa	CTCP-17-06	\$150,000		\$150,000	\$219,105	\$369,105
Contra Costa	CTCP-17-07	\$150,000		\$150,000	\$784,024	\$934,024
Del Norte	CTCP-17-08	\$150,000		\$150,000	\$219,105	\$369,105
El Dorado	CTCP-17-09	\$150,000		\$150,000	\$224,068	\$374,068
Fresno	CTCP-17-10	\$150,000		\$150,000	\$1,167,644	\$1,317,644
Glenn	CTCP-17-11	\$150,000		\$150,000	\$219,105	\$369,105
Humboldt	CTCP-17-12	\$150,000		\$150,000	\$219,105	\$369,105
Imperial	CTCP-17-13	\$150,000		\$150,000	\$219,105	\$369,105
Inyo	CTCP-17-14	\$150,000		\$150,000	\$219,105	\$369,105
Kern	CTCP-17-15	\$150,000		\$150,000	\$742,762	\$892,762
Kings	CTCP-17-16	\$150,000		\$150,000	\$219,105	\$369,105
Lake	CTCP-17-17	\$150,000		\$150,000	\$150,000	\$300,000
Lassen	CTCP-17-18	\$150,000		\$150,000	\$219,105	\$369,105
Los Angeles	CTCP-17-19	\$1,637,245	(\$492,702)	\$1,144,544	\$17,831,129	\$18,975,673
Pasadena	CTCP-17-19B	\$150,000		\$150,000	\$291,083	\$441,083
Long Beach	CTCP-17-19A	\$150,000		\$150,000	\$924,331	\$1,074,331
Madera	CTCP-17-20	\$150,000		\$150,000	\$219,105	\$369,105
Marin	CTCP-17-21	\$150,000		\$150,000	\$418,708	\$568,708
Mariposa	CTCP-17-22	\$150,000		\$150,000	\$219,105	\$369,105
Mendocino	CTCP-17-23	\$150,000		\$150,000	\$150,000	\$300,000
Merced (CHC)	17-10006	\$150,000		\$150,000	\$314,966	\$464,966
Modoc	CTCP-17-25	\$150,000		\$150,000	\$219,105	\$369,105
Mono	CTCP-17-26	\$150,000		\$150,000	\$219,105	\$369,105
Monterey	CTCP-17-27	\$150,000		\$150,000	\$562,496	\$712,496
Napa	CTCP-17-28	\$150,000		\$150,000	\$219,105	\$369,105
Nevada	CTCP-17-29	\$150,000		\$150,000	\$219,105	\$369,105
Orange	CTCP-17-30	\$227,230	(\$77,230)	\$150,000	\$2,234,068	\$2,384,068
Placer	CTCP-17-31	\$150,000		\$150,000	\$160,744	\$310,744
Plumas	CTCP-17-32	\$150,000		\$150,000	\$219,105	\$369,105
Riverside	CTCP-17-33	\$150,000		\$150,000	\$1,383,869	\$1,533,869
Sacramento	CTCP-17-34	\$150,000		\$150,000	\$1,431,435	\$1,581,435
San Benito	CTCP-17-35	\$150,000		\$150,000	\$219,105	\$369,105
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000		\$150,000	\$1,651,007	\$1,801,007
San Diego	CTCP-17-37	\$265,214	(\$67,453)	\$197,761	\$2,607,515	\$2,805,276
San Francisco	CTCP-17-38	\$238,357	(\$60,622)	\$177,735	\$2,343,463	\$2,521,198
San Joaquin	CTCP-17-39	\$150,000		\$150,000	\$757,110	\$907,110
San Luis Obispo	CTCP-17-40	\$150,000		\$150,000	\$352,011	\$502,011
San Mateo	CTCP-17-41	\$150,000		\$150,000	\$634,019	\$784,019
Santa Barbara	CTCP-17-42	\$150,000		\$150,000	\$344,271	\$494,271
Santa Clara	CTCP-17-43	\$231,953	(\$58,993)	\$172,960	\$2,280,605	\$2,453,565
Santa Cruz	CTCP-17-44	\$150,000		\$150,000	\$335,184	\$485,184
Shasta	CTCP-17-45	\$150,000		\$150,000	\$258,374	\$408,374
Sierra	CTCP-17-46	\$150,000		\$150,000	\$219,105	\$369,105
Siskiyou	CTCP-17-47	\$150,000		\$150,000	\$219,105	\$369,105
Solano	CTCP-17-48	\$150,000		\$150,000	\$579,764	\$729,764
Sonoma	CTCP-17-49	\$150,000		\$150,000	\$670,943	\$820,943
Stanislaus	CTCP-17-50	\$150,000		\$150,000	\$656,234	\$706,234
Sutter	CTCP-17-51	\$150,000		\$150,000	\$219,105	\$369,105
Tehama	CTCP-17-52	\$150,000		\$150,000	\$219,105	\$369,105
Trinity	CTCP-17-53	\$150,000		\$150,000	\$219,105	\$369,105
Tulare	CTCP-17-54	\$150,000		\$150,000	\$698,627	\$748,627
Tuolumne	CTCP-17-55	\$150,000		\$150,000	\$219,105	\$369,105
Ventura	CTCP-17-56	\$150,000		\$150,000	\$672,716	\$822,716
Yolo	CTCP-17-57	\$150,000		\$150,000	\$261,051	\$411,051
Yuba	CTCP-17-58	\$150,000		\$150,000	\$219,105	\$369,105
		\$11,000,000	(\$757,000)	\$10,243,000	\$51,752,000	\$61,995,000

**California Tobacco Control Program  
Local Lead Agency Allocation Table  
for Proposition 99 and Proposition 56 Funds  
FY 2017/18 - FY 2020/21**

**FY 18/19**

LLA	Agreement	FY 18/19 Prop 99 (Estimate)	FY 18/19 Prop 99 Adjustment @ Budget Act	FY 18/19 Total Prop 99 @ Budget Act Jul-18	FY 18/19 Prop 56 (Estimate)	FY 18/19 Prop 56 Adjustment @ Budget Act	FY 18/19 Total Prop 56 @ Budget Act	FY 18/19 TOTAL Prop 99+56 @ Budget Act
Alameda	CTCP-17-01	\$150,000	\$0	\$150,000	\$1,429,105	(\$150,815)	\$1,278,290	\$1,428,290
Berkeley	CTCP-17-01A	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Alpine	CTCP-17-02	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Amador	CTCP-17-03	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Butte	CTCP-17-04	\$150,000	\$0	\$150,000	\$245,020	(\$23,088)	\$221,934	\$371,934
Calaveras	CTCP-17-05	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Colusa	CTCP-17-06	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Contra Costa	CTCP-17-07	\$150,000	\$0	\$150,000	\$600,384	(\$57,340)	\$543,044	\$693,044
Del Norte	CTCP-17-08	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
El Dorado	CTCP-17-09	\$150,000	\$0	\$150,000	\$172,082	(\$16,214)	\$165,868	\$305,868
Fresno	CTCP-17-10	\$150,000	\$0	\$150,000	\$894,150	(\$85,397)	\$808,753	\$958,753
Glenn	CTCP-17-11	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Humboldt	CTCP-17-12	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Imperial	CTCP-17-13	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Inyo	CTCP-17-14	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Kern	CTCP-17-15	\$150,000	\$0	\$150,000	\$598,787	(\$54,323)	\$544,464	\$694,464
Kings	CTCP-17-16	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Lake	CTCP-17-17	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lassen	CTCP-17-18	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Los Angeles	CTCP-17-19	\$1,343,320	(\$1,193,320)	\$150,000	\$13,654,591	(\$1,304,106)	\$12,350,485	\$12,500,485
Pasadena	CTCP-17-19B	\$150,000	\$0	\$150,000	\$222,903	(\$21,289)	\$201,614	\$351,614
Long Beach	CTCP-17-19A	\$150,000	\$0	\$150,000	\$707,827	(\$67,602)	\$640,225	\$790,225
Madera	CTCP-17-20	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Marin	CTCP-17-21	\$150,000	\$0	\$150,000	\$321,583	(\$30,269)	\$291,284	\$441,284
Mariposa	CTCP-17-22	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Mendocino	CTCP-17-23	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced (CHC)	17-10006	\$150,000	\$0	\$150,000	\$241,192	(\$23,035)	\$218,157	\$368,157
Modoc	CTCP-17-25	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Mono	CTCP-17-26	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Monterey	CTCP-17-27	\$150,000	\$0	\$150,000	\$430,744	(\$41,139)	\$389,605	\$539,605
Napa	CTCP-17-28	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Nevada	CTCP-17-29	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Orange	CTCP-17-30	\$192,754	(\$42,754)	\$150,000	\$1,710,789	(\$163,392)	\$1,547,397	\$1,697,397
Placer	CTCP-17-31	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Plumas	CTCP-17-32	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Riverside	CTCP-17-33	\$150,000	\$0	\$150,000	\$1,059,729	(\$101,211)	\$958,518	\$1,108,518
Sacramento	CTCP-17-34	\$150,000	\$0	\$150,000	\$1,096,154	(\$104,890)	\$991,264	\$1,141,264
San Benito	CTCP-17-35	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000	\$0	\$150,000	\$1,284,298	(\$120,749)	\$1,163,547	\$1,293,547
San Diego	CTCP-17-37	\$224,974	(\$74,974)	\$150,000	\$1,996,764	(\$190,705)	\$1,806,059	\$1,956,059
San Francisco	CTCP-17-38	\$202,192	(\$52,192)	\$150,000	\$1,794,560	(\$171,392)	\$1,623,168	\$1,773,168
San Joaquin	CTCP-17-39	\$150,000	\$0	\$150,000	\$579,774	(\$55,372)	\$524,402	\$674,402
San Luis Obispo	CTCP-17-40	\$150,000	\$0	\$150,000	\$289,560	(\$25,745)	\$263,815	\$393,815
San Mateo	CTCP-17-41	\$150,000	\$0	\$150,000	\$485,515	(\$46,370)	\$439,145	\$589,145
Santa Barbara	CTCP-17-42	\$150,000	\$0	\$150,000	\$263,834	(\$25,179)	\$238,655	\$388,655
Santa Clara	CTCP-17-43	\$196,768	(\$46,768)	\$150,000	\$1,748,348	(\$168,788)	\$1,579,560	\$1,729,560
Santa Cruz	CTCP-17-44	\$150,000	\$0	\$150,000	\$256,675	(\$24,514)	\$232,161	\$382,161
Shasta	CTCP-17-45	\$150,000	\$0	\$150,000	\$188,428	(\$18,696)	\$179,732	\$329,732
Sierra	CTCP-17-46	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Siskiyou	CTCP-17-47	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Solano	CTCP-17-48	\$150,000	\$0	\$150,000	\$445,251	(\$41,953)	\$403,298	\$553,298
Sonoma	CTCP-17-49	\$150,000	\$0	\$150,000	\$515,276	(\$48,551)	\$466,725	\$616,725
Stanislaus	CTCP-17-60	\$150,000	\$0	\$150,000	\$425,949	(\$40,681)	\$385,268	\$535,268
Sutter	CTCP-17-51	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Tehama	CTCP-17-52	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Trinity	CTCP-17-53	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Tulare	CTCP-17-54	\$150,000	\$0	\$150,000	\$458,412	(\$43,781)	\$414,631	\$564,631
Tuolumne	CTCP-17-55	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
Ventura	CTCP-17-56	\$150,000	\$0	\$150,000	\$515,148	(\$49,200)	\$465,948	\$615,948
Yolo	CTCP-17-57	\$150,000	\$0	\$150,000	\$199,906	(\$19,092)	\$180,814	\$330,814
Yuba	CTCP-17-58	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$162,415	\$302,415
		\$10,660,000	(\$1,410,000)	\$9,150,000	\$39,745,536	(\$3,744,936)	\$36,000,600	\$45,150,600

**California Tobacco Control Program  
Local Lead Agency Allocation Table  
for Proposition 99 and Proposition 56 Funds  
FY 2017/18 - FY 2020/21**

**FY 19/20**

LLA	Agreement	FY 19/20 Prop 99 (Estimate)	FY 19/20 Prop 99 Adjustment	FY 19/20 Total Prop 99 Revised Estimate	FY 19/20 Prop 56 (Estimate)	FY 19/20 Prop 56 Adjustment	FY 19/20 Total Prop 56 Revised Estimate	FY 19/20 TOTAL Prop 99+56 Estimate
Alameda	CTCP-17-01	\$150,000	\$0	\$150,000	\$1,265,061	(\$149,361)	\$1,215,700	\$1,516,061
Berkeley	CTCP-17-01A	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Alpine	CTCP-17-02	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Amador	CTCP-17-03	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Butte	CTCP-17-04	\$150,000	\$0	\$150,000	\$235,235	(\$22,169)	\$213,066	\$385,235
Calaveras	CTCP-17-05	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Colusa	CTCP-17-06	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Contra Costa	CTCP-17-07	\$150,000	\$0	\$150,000	\$576,034	(\$58,788)	\$519,246	\$726,034
Del Norte	CTCP-17-08	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
El Dorado	CTCP-17-09	\$150,000	\$0	\$150,000	\$165,210	(\$16,210)	\$150,000	\$315,210
Fresno	CTCP-17-10	\$150,000	\$0	\$150,000	\$857,886	(\$84,574)	\$773,312	\$1,007,886
Glenn	CTCP-17-11	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Humboldt	CTCP-17-12	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Imperial	CTCP-17-13	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Inyo	CTCP-17-14	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Kern	CTCP-17-15	\$150,000	\$0	\$150,000	\$545,718	(\$53,799)	\$491,919	\$695,718
Kings	CTCP-17-16	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Lake	CTCP-17-17	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lassen	CTCP-17-18	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Los Angeles	CTCP-17-19	\$1,079,112	(\$929,112)	\$150,000	\$13,100,796	(\$1,291,531)	\$11,809,265	\$14,179,908
Pasadena	CTCP-17-19B	\$150,000	\$0	\$150,000	\$213,883	(\$21,084)	\$192,799	\$363,863
Long Beach	CTCP-17-19A	\$150,000	\$0	\$150,000	\$679,120	(\$66,951)	\$612,169	\$829,120
Medera	CTCP-17-20	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Marin	CTCP-17-21	\$150,000	\$0	\$150,000	\$308,721	(\$29,095)	\$279,626	\$468,721
Mariposa	CTCP-17-22	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Mendocino	CTCP-17-23	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced (CHC)	17-10006	\$150,000	\$0	\$150,000	\$231,410	(\$22,813)	\$208,597	\$381,410
Modoc	CTCP-17-25	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Mono	CTCP-17-26	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Monterey	CTCP-17-27	\$150,000	\$0	\$150,000	\$413,274	(\$40,742)	\$372,532	\$563,274
Napa	CTCP-17-28	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Nevada	CTCP-17-29	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Orange	CTCP-17-30	\$150,000	\$0	\$150,000	\$1,641,404	(\$161,817)	\$1,479,587	\$1,791,404
Placer	CTCP-17-31	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Plumas	CTCP-17-32	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Riverside	CTCP-17-33	\$150,000	\$0	\$150,000	\$1,016,749	(\$100,235)	\$916,514	\$1,166,749
Sacramento	CTCP-17-34	\$150,000	\$0	\$150,000	\$1,051,697	(\$103,681)	\$948,016	\$1,201,697
San Benito	CTCP-17-35	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000	\$0	\$150,000	\$1,213,020	(\$119,585)	\$1,093,435	\$1,363,020
San Diego	CTCP-17-37	\$188,804	(\$38,804)	\$150,000	\$1,915,780	(\$188,866)	\$1,726,914	\$2,104,584
San Francisco	CTCP-17-38	\$169,684	(\$19,684)	\$150,000	\$1,721,778	(\$169,741)	\$1,552,037	\$1,891,462
San Joaquin	CTCP-17-39	\$150,000	\$0	\$150,000	\$556,260	(\$54,838)	\$501,422	\$706,260
San Luis Obispo	CTCP-17-40	\$150,000	\$0	\$150,000	\$258,628	(\$25,497)	\$233,131	\$408,628
San Mateo	CTCP-17-41	\$150,000	\$0	\$150,000	\$465,824	(\$45,923)	\$419,901	\$615,824
Santa Barbara	CTCP-17-42	\$150,000	\$0	\$150,000	\$252,941	(\$24,936)	\$228,005	\$402,941
Santa Clara	CTCP-17-43	\$150,000	\$0	\$150,000	\$1,675,521	(\$165,180)	\$1,510,341	\$1,825,521
Santa Cruz	CTCP-17-44	\$150,000	\$0	\$150,000	\$246,265	(\$24,278)	\$221,987	\$396,265
Shasta	CTCP-17-46	\$150,000	\$0	\$150,000	\$190,504	(\$17,954)	\$172,550	\$340,504
Sierra	CTCP-17-46	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Siskiyou	CTCP-17-47	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Solano	CTCP-17-48	\$150,000	\$0	\$150,000	\$427,470	(\$40,286)	\$387,184	\$677,470
Sonoma	CTCP-17-49	\$150,000	\$0	\$150,000	\$494,698	(\$46,622)	\$448,076	\$644,698
Stanislaus	CTCP-17-50	\$150,000	\$0	\$150,000	\$408,674	(\$40,289)	\$368,385	\$658,674
Sutter	CTCP-17-51	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Tehama	CTCP-17-52	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Trinity	CTCP-17-53	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Tulare	CTCP-17-54	\$150,000	\$0	\$150,000	\$439,820	(\$43,359)	\$396,461	\$599,820
Tuolumne	CTCP-17-55	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
Ventura	CTCP-17-56	\$150,000	\$0	\$150,000	\$494,255	(\$48,726)	\$445,529	\$644,255
Yolo	CTCP-17-57	\$150,000	\$0	\$150,000	\$191,798	(\$18,908)	\$172,890	\$341,798
Yuba	CTCP-17-58	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$311,550
		\$10,137,600	(\$987,600)	\$9,150,000	\$36,165,714	(\$3,695,138)	\$34,560,576	\$48,293,314



**California Tobacco Control Program  
Local Lead Agency Allocation Table  
for Proposition 99 and Proposition 56 Funds  
FY 2017/18 - FY 2020/21**

**FY 20/21**

LLA	Agreement	FY 20/21 Prop 99 (Estimate)	FY 20/21 Prop 99 Adjustment	FY 20/21 Total Revised Prop 99 Estimate	FY 20/21 Prop 56 (Estimate)	FY 20/21 Prop 56 Adjustment	FY 20/21 Total Revised Prop 56 Estimate	FY 20/21 TOTAL Prop 99+56 Estimate
Alameda	CTCP-17-01	\$150,000	\$0	\$150,000	\$1,303,603	(\$151,140)	\$1,152,463	\$1,453,603
Berkeley	CTCP-17-01A	\$150,000	\$0	\$160,000	\$150,000	\$0	\$160,000	\$300,000
Alpine	CTCP-17-02	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Amador	CTCP-17-03	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Butte	CTCP-17-04	\$150,000	\$0	\$150,000	\$225,821	(\$21,273)	\$204,548	\$375,821
Calaveras	CTCP-17-05	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Colusa	CTCP-17-06	\$150,000	\$0	\$160,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Contra Costa	CTCP-17-07	\$150,000	\$0	\$150,000	\$552,668	(\$57,485)	\$495,203	\$702,668
Del Norte	CTCP-17-08	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
El Dorado	CTCP-17-09	\$150,000	\$0	\$150,000	\$158,598	(\$8,598)	\$150,000	\$308,598
Fresno	CTCP-17-10	\$150,000	\$0	\$150,000	\$823,086	(\$85,581)	\$737,505	\$973,086
Glenn	CTCP-17-11	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Humboldt	CTCP-17-12	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Imperial	CTCP-17-13	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Inyo	CTCP-17-14	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Kern	CTCP-17-15	\$150,000	\$0	\$150,000	\$523,581	(\$54,440)	\$469,141	\$673,581
Kings	CTCP-17-16	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Lake	CTCP-17-17	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lassen	CTCP-17-18	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Los Angeles	CTCP-17-19	\$732,096	(\$582,096)	\$150,000	\$12,569,372	(\$1,306,918)	\$11,262,454	\$13,301,468
Pasadena	CTCP-17-19B	\$150,000	\$0	\$150,000	\$205,188	(\$21,335)	\$183,853	\$355,188
Long Beach	CTCP-17-19A	\$150,000	\$0	\$160,000	\$651,571	(\$87,748)	\$563,823	\$801,571
Madera	CTCP-17-20	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Marin	CTCP-17-21	\$150,000	\$0	\$150,000	\$298,366	(\$27,919)	\$268,447	\$446,366
Mariposa	CTCP-17-22	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Mendocino	CTCP-17-23	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced (CHC)	17-10006	\$150,000	\$0	\$150,000	\$222,023	(\$23,085)	\$198,938	\$372,023
Modoc	CTCP-17-25	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Mono	CTCP-17-26	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Monterey	CTCP-17-27	\$150,000	\$0	\$150,000	\$396,510	(\$41,228)	\$355,282	\$646,510
Napa	CTCP-17-28	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Nevada	CTCP-17-29	\$150,000	\$0	\$160,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Orange	CTCP-17-30	\$150,000	\$0	\$150,000	\$1,574,821	(\$163,744)	\$1,411,077	\$1,724,821
Placer	CTCP-17-31	\$150,000	\$0	\$160,000	\$150,000	\$0	\$160,000	\$300,000
Plumas	CTCP-17-32	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Riverside	CTCP-17-33	\$150,000	\$0	\$150,000	\$975,505	(\$101,429)	\$874,076	\$1,125,505
Sacramento	CTCP-17-34	\$150,000	\$0	\$150,000	\$1,009,035	(\$104,915)	\$904,120	\$1,159,035
San Benito	CTCP-17-35	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000	\$0	\$150,000	\$1,183,814	(\$121,009)	\$1,042,805	\$1,313,814
San Diego	CTCP-17-37	\$150,000	\$0	\$150,000	\$1,838,067	(\$191,115)	\$1,646,952	\$1,988,067
San Francisco	CTCP-17-38	\$150,000	\$0	\$150,000	\$1,661,934	(\$171,782)	\$1,480,172	\$1,801,934
San Joaquin	CTCP-17-39	\$150,000	\$0	\$150,000	\$533,696	(\$55,492)	\$478,204	\$683,696
San Luis Obispo	CTCP-17-40	\$150,000	\$0	\$150,000	\$248,136	(\$25,800)	\$222,336	\$399,136
San Mateo	CTCP-17-41	\$150,000	\$0	\$160,000	\$446,928	(\$48,470)	\$400,458	\$596,928
Santa Barbara	CTCP-17-42	\$150,000	\$0	\$150,000	\$242,681	(\$25,233)	\$217,448	\$392,681
Santa Clara	CTCP-17-43	\$150,000	\$0	\$150,000	\$1,607,554	(\$167,147)	\$1,440,407	\$1,767,554
Santa Cruz	CTCP-17-44	\$150,000	\$0	\$160,000	\$236,275	(\$24,567)	\$211,708	\$386,275
Shasta	CTCP-17-45	\$150,000	\$0	\$150,000	\$182,880	(\$17,228)	\$166,652	\$332,880
Sierra	CTCP-17-46	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Siskiyou	CTCP-17-47	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Solano	CTCP-17-48	\$150,000	\$0	\$150,000	\$410,363	(\$38,659)	\$371,704	\$560,363
Sonoma	CTCP-17-49	\$150,000	\$0	\$150,000	\$474,901	(\$44,738)	\$430,163	\$624,901
Stanislaus	CTCP-17-50	\$150,000	\$0	\$150,000	\$392,096	(\$40,769)	\$351,327	\$642,096
Sutter	CTCP-17-51	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Tehama	CTCP-17-52	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Trinity	CTCP-17-53	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Tulare	CTCP-17-54	\$150,000	\$0	\$150,000	\$421,979	(\$43,876)	\$378,103	\$571,979
Tuolumne	CTCP-17-55	\$150,000	\$0	\$160,000	\$155,085	(\$5,085)	\$150,000	\$305,085
Ventura	CTCP-17-56	\$150,000	\$0	\$150,000	\$474,206	(\$49,307)	\$424,899	\$624,206
Yolo	CTCP-17-57	\$150,000	\$0	\$150,000	\$184,016	(\$19,133)	\$164,883	\$334,016
Yuba	CTCP-17-58	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$305,085
		\$9,732,096	(\$582,096)	\$9,150,000	\$36,629,486	(\$3,451,333)	\$33,178,153	\$46,361,582

**California Tobacco Control Program  
Local Lead Agency Allocation Table  
for Proposition 99 and Proposition 56 Funds  
FY 2017/18 - FY 2020/21**

LLA	Agreement	FY 17/18 - FY 20/21 PROP 99 + PROP 56 TOTALS
Alameda	CTCP-17-01	\$6,433,871
Berkeley	CTCP-17-01A	\$1,225,190
Alpine	CTCP-17-02	\$1,288,165
Amador	CTCP-17-03	\$1,288,165
Butte	CTCP-17-04	\$1,602,032
Calaveras	CTCP-17-05	\$1,288,165
Colusa	CTCP-17-06	\$1,288,165
Contra Costa	CTCP-17-07	\$3,055,770
Del Norte	CTCP-17-08	\$1,288,165
El Dorado	CTCP-17-09	\$1,303,744
Fresno	CTCP-17-10	\$4,257,369
Glenn	CTCP-17-11	\$1,288,165
Humboldt	CTCP-17-12	\$1,288,165
Imperial	CTCP-17-13	\$1,288,165
Inyo	CTCP-17-14	\$1,288,165
Kern	CTCP-17-15	\$2,926,525
Kings	CTCP-17-16	\$1,288,165
Lake	CTCP-17-17	\$1,200,000
Lassen	CTCP-17-18	\$1,288,165
Los Angeles	CTCP-17-19	\$68,967,534
Pasadena	CTCP-17-19B	\$1,511,748
Long Beach	CTCP-17-19A	\$3,496,247
Madera	CTCP-17-20	\$1,288,165
Marin	CTCP-17-21	\$1,915,059
Mariposa	CTCP-17-22	\$1,288,165
Mendocino	CTCP-17-23	\$1,200,000
Merced (CHC)	17-10006	\$1,586,666
Modoc	CTCP-17-25	\$1,288,165
Mono	CTCP-17-26	\$1,288,165
Monterey	CTCP-17-27	\$2,361,886
Napa	CTCP-17-28	\$1,288,165
Nevada	CTCP-17-29	\$1,288,165
Orange	CTCP-17-30	\$7,697,690
Placer	CTCP-17-31	\$1,210,744
Plumas	CTCP-17-32	\$1,288,165
Riverside	CTCP-17-33	\$4,934,641
Sacramento	CTCP-17-34	\$5,083,631
San Benito	CTCP-17-35	\$1,288,165
San Bernardino (CHC)	17-1003B / 18-10380	\$5,771,388
San Diego	CTCP-17-37	\$8,853,886
San Francisco	CTCP-17-38	\$7,997,762
San Joaquin	CTCP-17-39	\$2,971,468
San Luis Obispo	CTCP-17-40	\$1,702,590
San Mateo	CTCP-17-41	\$2,595,916
Santa Barbara	CTCP-17-42	\$1,678,348
Santa Clara	CTCP-17-43	\$7,766,100
Santa Cruz	CTCP-17-44	\$1,649,886
Shasta	CTCP-17-45	\$1,411,490
Sierra	CTCP-17-46	\$1,288,165
Siskiyou	CTCP-17-47	\$1,288,165
Solano	CTCP-17-48	\$2,420,896
Sonoma	CTCP-17-49	\$2,707,267
Stanislaus	CTCP-17-50	\$2,342,272
Sutter	CTCP-17-51	\$1,288,165
Tehama	CTCP-17-52	\$1,288,165
Trinity	CTCP-17-53	\$1,288,165
Tulare	CTCP-17-54	\$2,476,057
Tuolumne	CTCP-17-55	\$1,288,165
Ventura	CTCP-17-56	\$2,707,125
Yolo	CTCP-17-57	\$1,417,681
Yuba	CTCP-17-58	\$1,288,165
		\$201,800,496



KAREN L. SMITH, MD, MPH  
 Director and State Public Health Officer

State of California—Health and Human Services Agency  
**California Department of Public Health**



EDMUND G. BROWN JR.  
 Governor

July 19, 2018

**TO:** LOCAL LEAD AGENCY (LLA) PROJECT DIRECTORS  
 TOBACCO CONTROL EDUCATION PROGRAMS

**FROM:** CONTRACTS AND BUSINESS OPERATIONS SECTION  
 CALIFORNIA TOBACCO CONTROL PROGRAM (CTCP)

**SUBJECT:** PROGRAM LETTER 18-05  
 PROPOSITION (PROP) 56 AND PROP 99 PROSPECTIVE PAYMENT INVOICES  
 (PPI) FOR FIRST AND SECOND QUARTERS  
 FUNDING PERIOD: JULY 1, 2018 THROUGH JUNE 30, 2019

**Purpose:** Release the:

1. First quarter PPI (07/01/18 to 09/30/18) – Prop 56
2. First quarter PPI (07/01/18 to 09/30/18) – Prop 99
3. Second quarter PPI (10/01/18 to 12/31/18) – Prop 56
4. Second quarter PPI (10/01/18 to 12/31/18) – Prop 99

**Effective Date:** Immediately

**Inclusions:**

1. PPI-F18-Q1-P56 for Prospective Payment Period: 07/01/18 to 09/30/18 – Prop 56
2. PPI-F18-Q1-P99 for Prospective Payment Period: 07/01/18 to 09/30/18 – Prop 99
3. PPI-F18-Q2-P56 for Prospective Payment Period: 10/01/18 to 12/31/18 – Prop 56
4. PPI-F18-Q2-P99 for Prospective Payment Period: 10/01/18 to 12/31/18 – Prop 99
5. Page 2 of 5 of the revised *APPENDIX 1, California Tobacco Control Program, Local Lead Agency Allocation Table for Proposition 99 and Proposition 56 Funds, FY 2017/18 – FY 2020/21* (Dated 7/11/2018) released in CTCP Program Letter 18-04

**Required Action:** Ensure the PPIs are: (1) printed; (2) signed (by an authorized representative); and (3) dated. Return the PPIs, with original signatures, to your assigned CTCP Procurement Manager (PM), at the following address:

**USPS Mailing Address:**  
 Attention: "Name of assigned CTCP PM"  
 California Department of Public Health  
 CDIC/California Tobacco Control Program  
 MS 7206  
 P. O. Box 997377  
 Sacramento, CA 95899-7377



**Additional  
Information:**

---

The attached LLA Allocation Table for FY 18/19 reflects the Prop 56 and Prop 99 reductions identified in the FY 2018/19 Budget Act, signed on June 27, 2018. Due to the workload associated with the implementation of Prop 56, the "open revision" period that typically occurs each fall, may need to be delayed/restricted. The CTCP will provide LLAs with the dates for the "open revision" period approximately one-month prior to accepting requests that: have merit; conform to required business rules; and meet required due dates.

The CTCP may delay processing your PPIs for any of the following reasons: (1) allocation agreement is not signed/returned; (2) significant concerns about your comprehensive tobacco control plan for 2017-2021 (Phase II); (3) disapproved progress and/or cost reports; (4) unmet deliverables; and/or (5) unspent funds.

As a reminder:

- Funding is contingent upon available revenues and appropriations by the Legislature, State Budget, and any subsequent revisions.
- Per the 2017-2021 Local Lead Agency Allocation Agreement Terms and Conditions, Exhibit B, paragraph 7.A., Trust Account and Expenditure Provisions; the annual allocation to the LLA shall be deposited into separate Prop 56 and Prop 99 interest-bearing, insured trust accounts.

**Contact Person  
For Further  
Information:**

---

Your assigned CTCP PM.

**Local Lead Agency  
 PROSPECTIVE PAYMENT INVOICE  
 Proposition 56 Fund 3309**

1. **Inyo County Treasurer  
 P.O. Drawer H  
 Independence, CA 93526-614**
2. Allocation Agreement Number: **CTCP-17-14**
3. Prospective Payment Period: **07/01/18 to 09/30/18**
4. Amount to be Paid: **\$38,104**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

\_\_\_\_\_ Date \_\_\_\_\_ Signature of LLA Representative  
 \_\_\_\_\_ Title

*Complete in Duplicate. Original to State. Agency retain one copy.*

---

**FOR STATE USE ONLY**

Amount to be paid from Fund 3309 Prop 56  
 FY 2018-19 LLA Allocation  
**\$38,104**

Invoice No.: **PPI-F18-Q1-P56**

Vendor No.: **0000009262-14**

Enactment Year: 2017	Reporting Structure: 42655345
Service Location: 51218	Program #: 4045021000
Account: 5440000	Alternate Account:
Project ID:	Activity ID:

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

\_\_\_\_\_ Date \_\_\_\_\_ Signature of CTCP Representative

**Local Lead Agency  
PROSPECTIVE PAYMENT INVOICE  
Proposition 99 Fund 0231**

1. **Inyo County Treasurer  
P.O. Drawer H  
Independence, CA 93526-614**
2. Allocation Agreement Number: **CTCP-17-14**
3. Prospective Payment Period: **07/01/18 to 09/30/18**
4. Amount to be Paid: **\$37,500**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of LLA Representative

\_\_\_\_\_  
Title

*Complete in Duplicate. Original to State. Agency retain one copy.*

---

**FOR STATE USE ONLY**

Amount to be paid from Fund 0231 Prop 99  
FY 2018-19 LLA Allocation  
**\$37,500**

Invoice No.: **PPI-F18-Q1-P99**

Vendor No.: **0000009262-14**

Enactment Year: 2018	Reporting Structure: 42655345
Service Location: 51201	Program #: 4045021000
Account: 5440000	Alternate Account:
Project ID:	Activity ID:

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of CTCP Representative

**Local Lead Agency  
PROSPECTIVE PAYMENT INVOICE  
Proposition 56 Fund 3309**

1. **Inyo County Treasurer  
P.O. Drawer H  
Independence, CA 93526-614**
2. **Allocation Agreement Number: CTCP-17-14**
3. **Prospective Payment Period: 10/01/18 to 12/31/18**
4. **Amount to be Paid: \$38,104**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

\_\_\_\_\_ Date \_\_\_\_\_ Signature of LLA Representative

\_\_\_\_\_ Title

*Complete in Duplicate. Original to State. Agency retain one copy.*

**FOR STATE USE ONLY**

Amount to be paid from Fund 3309 Prop 56  
FY 2018-19 LLA Allocation  
**\$38,104**

Invoice No.: **PPI-F18-Q2-P56**

Vendor No.: **0000009262-14**

Enactment Year: 2017	Reporting Structure: 42655345
Service Location: 51218	Program #: 4045021000
Account: 5440000	Alternate Account:
Project ID:	Activity ID:

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

\_\_\_\_\_ Date \_\_\_\_\_ Signature of CTCP Representative

**Local Lead Agency  
 PROSPECTIVE PAYMENT INVOICE  
 Proposition 99 Fund 0231**

1. **Inyo County Treasurer  
 P.O. Drawer H  
 Independence, CA 93526-614**
2. **Allocation Agreement Number: CTCP-17-14**
3. **Prospective Payment Period: 10/01/18 to 12/31/18**
4. **Amount to be Paid: \$37,500**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of LLA Representative

\_\_\_\_\_ Title

*Complete in Duplicate. Original to State. Agency retain one copy.*

---

**FOR STATE USE ONLY**

Amount to be paid from Fund 0231 Prop 99  
 FY 2018-19 LLA Allocation  
**\$37,500**

Invoice No.: **PPI-F18-Q2-P99**

Vendor No.: **0000009262-14**

Enactment Year: 2018	Reporting Structure: 42655345
Service Location: 51201	Program #: 4045021000
Account: 5440000	Alternate Account:
Project ID:	Activity ID:

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of CTCP Representative



**California Tobacco Control Program  
Local Lead Agency Allocation Table  
for Proposition 99 and Proposition 56 Funds  
FY 2017/18 - FY 2020/21**

**FY 18/19**

LLA	Agreement	FY 18/19 Prop 99 (Estimate)	FY 18/19 Prop 99 Adjustment @Budget Act	FY 18/19 Total Prop 99 @Budget Act Jul-18	FY 18/19 Prop 56 (Estimate)	FY 18/19 Prop 56 Adjustment @ Budget Act	FY 18/19 Total Prop 56 @ Budget Act	FY 18/19 TOTAL Prop 99+56 @ Budget Act
Alameda	CTCP-17-01	\$150,000	\$0	\$150,000	\$1,429,105	(\$150,815)	\$1,278,290	\$1,428,290
Berkeley	CTCP-17-01A	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Alpine	CTCP-17-02	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Amador	CTCP-17-03	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Butte	CTCP-17-04	\$150,000	\$0	\$150,000	\$245,020	(\$23,096)	\$221,934	\$371,934
Calaveras	CTCP-17-05	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Colusa	CTCP-17-06	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Contra Costa	CTCP-17-07	\$150,000	\$0	\$150,000	\$600,384	(\$57,340)	\$543,044	\$693,044
Del Norte	CTCP-17-08	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
El Dorado	CTCP-17-09	\$150,000	\$0	\$150,000	\$172,082	(\$16,214)	\$155,868	\$305,868
Fresno	CTCP-17-10	\$150,000	\$0	\$150,000	\$894,150	(\$85,397)	\$808,753	\$958,753
Glenn	CTCP-17-11	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Humboldt	CTCP-17-12	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Imperial	CTCP-17-13	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Inyo	CTCP-17-14	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Kern	CTCP-17-15	\$150,000	\$0	\$150,000	\$568,767	(\$54,323)	\$514,464	\$664,464
Kings	CTCP-17-16	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Lake	CTCP-17-17	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lassen	CTCP-17-18	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Los Angeles	CTCP-17-19	\$1,343,320	(\$1,193,320)	\$150,000	\$13,854,591	(\$1,304,106)	\$12,350,485	\$12,500,485
Pasadena	CTCP-17-19B	\$150,000	\$0	\$150,000	\$222,903	(\$21,289)	\$201,614	\$351,614
Long Beach	CTCP-17-19A	\$150,000	\$0	\$150,000	\$707,827	(\$67,602)	\$640,225	\$790,225
Madera	CTCP-17-20	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Marin	CTCP-17-21	\$150,000	\$0	\$150,000	\$321,563	(\$30,299)	\$291,264	\$441,264
Mariposa	CTCP-17-22	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Mendocino	CTCP-17-23	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced (CHC)	17-10006	\$150,000	\$0	\$150,000	\$241,192	(\$23,035)	\$218,157	\$368,157
Modoc	CTCP-17-25	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Mono	CTCP-17-26	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Monterey	CTCP-17-27	\$150,000	\$0	\$150,000	\$430,744	(\$41,139)	\$389,605	\$539,605
Napa	CTCP-17-28	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Nevada	CTCP-17-29	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Orange	CTCP-17-30	\$192,754	(\$42,754)	\$150,000	\$1,710,789	(\$163,392)	\$1,547,397	\$1,697,397
Placer	CTCP-17-31	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Plumas	CTCP-17-32	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Riverside	CTCP-17-33	\$150,000	\$0	\$150,000	\$1,059,729	(\$101,211)	\$958,518	\$1,108,518
Sacramento	CTCP-17-34	\$150,000	\$0	\$150,000	\$1,096,154	(\$104,690)	\$991,464	\$1,141,464
San Benito	CTCP-17-35	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000	\$0	\$150,000	\$1,264,296	(\$120,749)	\$1,143,547	\$1,293,547
San Diego	CTCP-17-37	\$234,974	(\$74,974)	\$150,000	\$1,996,764	(\$190,705)	\$1,806,059	\$1,956,059
San Francisco	CTCP-17-38	\$202,192	(\$52,192)	\$150,000	\$1,794,560	(\$171,392)	\$1,623,168	\$1,773,168
San Joaquin	CTCP-17-39	\$150,000	\$0	\$150,000	\$579,774	(\$55,372)	\$524,402	\$674,402
San Luis Obispo	CTCP-17-40	\$150,000	\$0	\$150,000	\$269,560	(\$25,745)	\$243,815	\$393,815
San Mateo	CTCP-17-41	\$150,000	\$0	\$150,000	\$485,515	(\$46,370)	\$439,145	\$589,145
Santa Barbara	CTCP-17-42	\$150,000	\$0	\$150,000	\$283,834	(\$25,179)	\$258,655	\$398,655
Santa Clara	CTCP-17-43	\$196,760	(\$46,760)	\$150,000	\$1,746,348	(\$166,788)	\$1,579,560	\$1,729,560
Santa Cruz	CTCP-17-44	\$150,000	\$0	\$150,000	\$256,675	(\$24,514)	\$232,161	\$382,161
Shasta	CTCP-17-45	\$150,000	\$0	\$150,000	\$198,428	(\$18,696)	\$179,732	\$329,732
Sierra	CTCP-17-46	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Siskiyou	CTCP-17-47	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Solano	CTCP-17-48	\$150,000	\$0	\$150,000	\$445,251	(\$41,953)	\$403,298	\$553,298
Sonoma	CTCP-17-49	\$150,000	\$0	\$150,000	\$515,278	(\$48,551)	\$466,726	\$616,726
Stanislaus	CTCP-17-50	\$150,000	\$0	\$150,000	\$425,949	(\$40,681)	\$385,268	\$535,268
Sutter	CTCP-17-51	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Tehama	CTCP-17-52	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Trinity	CTCP-17-53	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Tulare	CTCP-17-54	\$150,000	\$0	\$150,000	\$458,412	(\$43,781)	\$414,631	\$564,631
Tuolumne	CTCP-17-55	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Ventura	CTCP-17-56	\$150,000	\$0	\$150,000	\$515,148	(\$49,200)	\$465,948	\$615,948
Yolo	CTCP-17-57	\$150,000	\$0	\$150,000	\$199,905	(\$19,092)	\$180,814	\$330,814
Yuba	CTCP-17-58	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
		\$10,560,000	(\$1,410,000)	\$9,150,000	\$39,745,636	(\$3,744,936)	\$36,000,600	\$45,160,600



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 32

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

**FROM:** Clint G. Quilter, Acting County Administrator

**FOR THE BOARD MEETING:** September 25, 2018

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

**DEPARTMENTAL RECOMMENDATION:**

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

**SUMMARY DISCUSSION:**

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

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

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

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

Date: 09-14-18



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 33

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

**FROM:** Clint G. Quilter, Acting County Administrator  
**FOR THE BOARD MEETING:** September 25, 2018  
**SUBJECT:** Continuation of declaration of local emergency

**DEPARTMENTAL RECOMMENDATION:**

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

**SUMMARY DISCUSSION:**

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

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

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

Date: 09-14-18



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 34

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

**FROM:** Clint G. Quilter, Acting County Administrator

**FOR THE BOARD MEETING OF:** September 25, 2018

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

**DEPARTMENTAL RECOMMENDATION:**

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

**SUMMARY DISCUSSION:**

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

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

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

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

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

 Date: 09-14-18



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
 35

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

**FROM:** Clint G. Quilter, Acting County Administrator

**FOR THE BOARD MEETING:** September 25, 2018

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

**DEPARTMENTAL RECOMMENDATION:**

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

**SUMMARY DISCUSSION:**

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

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

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

Date: 09-14-18



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

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

36

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

**FROM:** Clint G. Quilter, Acting County Administrator

**FOR THE BOARD MEETING OF:** September 25, 2018

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

**DEPARTMENTAL RECOMMENDATION:**

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

**SUMMARY DISCUSSION:**

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

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

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

Date: 09-14-18



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
**37**

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

**FROM:** Kevin Carunchio, Clerk of the Board, County Administrator  
**BY:** Darcy Ellis, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** September 25, 2018

**SUBJECT:** Approval of Board of Supervisors meeting minutes

**DEPARTMENTAL RECOMMENDATION:** Request Board approve the minutes of the regular Board of Supervisors meetings of August 7, 2018, August 14, 2018, August 21, 2018, and August 28, 2018.

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

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

**DEPARTMENT HEAD SIGNATURE:** \_\_\_\_\_ Date: **09-14-18**  
 (Not to be signed until all approvals are received)



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

For Clerk's Use Only:  
AGENDA NUMBER

38

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

**FROM:** Inyo County Planning Commission

**FOR THE BOARD MEETING OF:** September 24, 2018

**SUBJECT:** Zone Reclassification (ZR) #2018-07/In Ernest Holdings Ltd. Liability Company

**DEPARTMENTAL RECOMMENDATION:**

Request the Board of Supervisors:

Enact an Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification (ZR) #2018-07/In Ernest Holdings Ltd. Liability Company and Amending the Zoning Map of the County of Inyo by Rezoning a 0.34-acre parcel located at 225 North Mount Whitney Drive (APN 005-073-34) in the unincorporated community of Lone Pine from Multiple Residential (R-2) to single residence or mobilehome combined (RMH).

**SUMMARY DISCUSSION:**

On September 11, 2018 the Inyo County Board of Supervisors approved Zone Reclassification No. 2018-07/In Ernest Holdings Ltd. Liability Company. The Board waived the first reading of the Ordinance for this project, and scheduled its enactment for today

Staff recommends enactment of the Ordinance rezoning the property as shown in the attached maps.

**ALTERNATIVES:**

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

**OTHER AGENCY INVOLVEMENT:**

None.

**FINANCING:**

The applicant provided fees to cover the costs of these actions.



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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 9/15/18

**Attachments:**

- 1) Proposed Ordinance
- 2) Existing Zoning
- 3) Proposed Zoning

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

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING ZONE RECLASSIFICATION NO. 2018-07/IN ERNEST HOLDINGS LTD. LIABILITY COMPANY AND AMENDING THE ZONING MAP OF THE COUNTY OF INYO BY REZONING A 0.34 ACRE PARCEL LOCATED AT 225 NORTH MOUNT WHITNEY DRIVE (APN 005-073-34) IN THE UNINCORPORATED COMMUNITY OF LONE PINE FROM MULTIPLE RESIDENTIAL (R-2) TO SINGLE RESIDENCE OR MOBILEHOME COMBINED (RMH).**

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

**SECTION I: AUTHORITY**

This Ordinance is enacted pursuant to the police power of the Board and Sections 18.81.310 and 18.81.350 of the Inyo County Code, which establish the procedure for the Board of Supervisors to enact changes to the Zoning Ordinance of the County, set forth in Title 18 of said code. The Board of Supervisors is authorized to adopt zoning ordinances by Government Code Section 65850 et seq.

**SECTION II: FINDINGS**

Upon consideration of the material submitted, the recommendation of the Inyo County Planning Commission, and statements made at the public hearing held on this matter, this Board finds as follows:

- (1) In accordance with Inyo County Code Section 18.81.320, In Ernest Holdings Ltd. Liability Company applied to the Inyo County Planning Commission to have the zoning map of the County of Inyo amended from Multiple Residential (R-2) to Single Residence or Mobilehome Combined (RMH) on a property in the unincorporated community of Lone Pine (APN 005-073-34), as described in Section III of this Ordinance.
- (2) On August 22, 2018, the Inyo County Planning Commission conducted a public hearing on Zone Reclassification No. 2018-07/ In Ernest Holdings Ltd. Liability Company, following which the Commission made various findings and recommended that this Board amend Title 18, to rezone the property described in Section III of this Ordinance Multiple Residential (R-2) to Single Residence or Mobilehome Combined (RMH).
- (3) The findings of the Planning Commission are supported by the law and facts and are adopted by this Board.
- (4) The proposed action will act to further the orderly growth and development of the County by rezoning property to Single Residence or Mobilehome Combined (RMH), as it best matches the current and proposed future uses on the property.

**SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED**

The Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning on the 0.34-acre site at 225 North Mount Whitney Drive (APN 005-073-34) in the unincorporated community of Lone Pine is changed from Multiple Residential (R-2) to Single Residence or Mobilehome Combined (RMH).

**SECTION IV: 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 25<sup>th</sup> DAY OF SEPTEMBER, 2018.**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

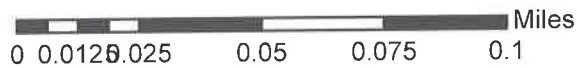
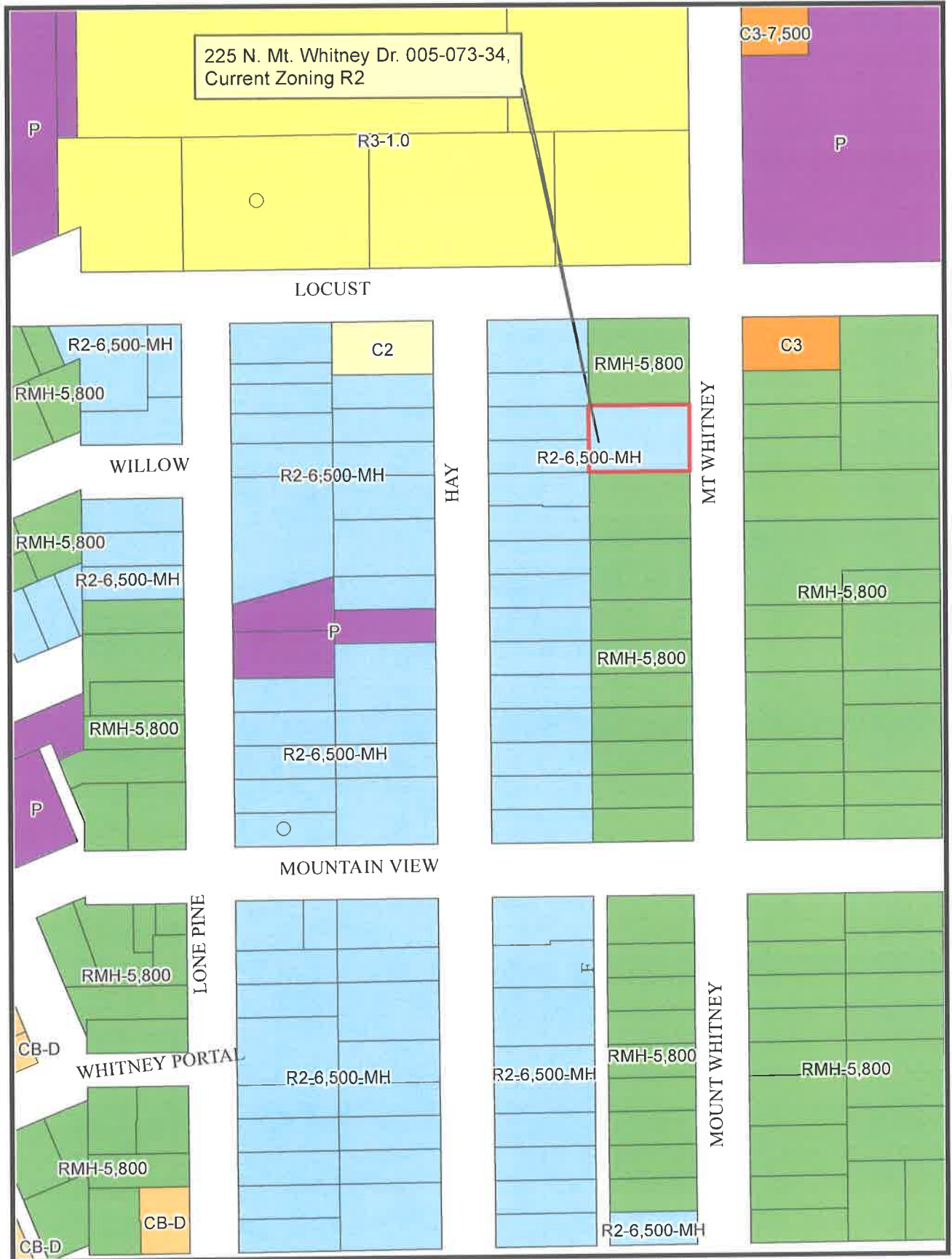
\_\_\_\_\_  
**Dan Totheroh, Chairperson  
Inyo County Board of Supervisors**

**ATTEST:**  
**Clint Quilter  
Clerk of the Board**

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

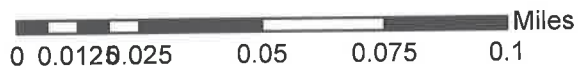
# Zone Reclassification 2018-07/Huizar

## Existing Zoning



# Zone Reclassification 2018-07/Huizar

## Proposed Zoning





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

For Clerk's Use Only:  
AGENDA NUMBER

39

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

**FROM: Nathan D. Reade, Agricultural Commissioner**

**FOR THE BOARD MEETING OF: September 25, 2018**

**SUBJECT: Interim Ordinance - Industrial Hemp Cultivation**

**DEPARTMENTAL RECOMMENDATION:**

Request Board A) conduct a public hearing on a proposed ordinance titled "AN INTERIM ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA PURSUANT TO GOVERNMENT CODE SECTION 65858 PROHIBITING CULTIVATION OF INDUSTRIAL HEMP AND DECLARING THE URGENCY THEREOF", and B) waive the first reading of the ordinance, and C) approve the ordinance titled "AN INTERIM ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA PURSUANT TO GOVERNMENT CODE SECTION 65858 PROHIBITING CULTIVATION OF INDUSTRIAL HEMP AND DECLARING THE URGENCY THEREOF".

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

California Food and Agriculture Code (FAC) Division 24 provides regulations pertaining to the production of industrial hemp throughout the state. This division became operative on January 1, 2017 and soon after the Industrial Hemp Advisory Board became active and was tasked with developing industrial hemp seed law and facilitating the creation of a regulatory process whereby industrial hemp may be cultivated under registration with the California Department of Food and Agriculture (CDFA).

At this time, the state has not completed a registration program that would allow growers to cultivate industrial hemp. CDFA has stated in the past that they expect such a program to become functional on or about January 1, 2019. Despite the lack of a functional state registration program, industrial hemp cultivation sites have become established throughout the state.

A workshop on industrial hemp cultivation was conducted with your board on September 4, 2018 and staff was directed to return to your board with an interim ordinance banning the cultivation of industrial hemp. An interim ordinance would allow county staff sufficient time to research concerns associated with this crop and return at a later time with recommendations regarding potential local regulations to mitigate these concerns.

This agenda item includes a public hearing on an urgency ordinance that would temporarily ban industrial hemp cultivation in Inyo County, immediately effective upon the adoption of such an ordinance. This ordinance requires a 4/5ths vote to be approved.

**ALTERNATIVES:**

Your Board could take no action and revisit this topic if need arises.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

There is no financial impact to the county outside of staff time and potential enforcement issues.

**APPROVALS**

COUNTY COUNSEL:

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

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

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



For Nathan Reade

Date: 9/14/18

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

**AN INTERIM ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA PURSUANT TO GOVERNMENT CODE SECTION 65858 PROHIBITING CULTIVATION OF INDUSTRIAL HEMP AND DECLARING THE URGENCY THEREOF.**

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

**SECTION ONE. PURPOSE/AUTHORITY.**

The purpose of this urgency ordinance is to establish a temporary moratorium on the cultivation of industrial hemp, including cultivation by "Established Agricultural Research Institutions," as defined by California Food and Agricultural Code Section 8100(c), while County staff determines the impact of such unregulated cultivation and reasonable regulations to mitigate such impacts. This urgency ordinance is adopted pursuant to California Constitution article 11, section 7, Government Code sections 65800, et seq., particularly section 65858, and other applicable law.

**SECTION TWO. DECLARATIONS AND FINDINGS.**

The Board of Supervisors of the County of Inyo makes the following findings in support of the immediate adoption and application of this urgency ordinance:

- A. Section 5940 of Title 7 of the United States Code states, "Notwithstanding the Controlled Substance Act (21 U.S.C. 801 et seq.), the Safe and Drug-Free Schools and Communities Act (20 U.S.C. 7101 et seq.), Chapter 81 of Title 41, United States Code, or any other Federal law, an institution of higher education (as defined in section 101 of the Higher Education Act of 1965 (20 U.S.C. 1001)) or a State department of agriculture may grow or cultivate industrial hemp if: (1) the industrial hemp is grown or cultivated for purposes of research conducted under an agricultural pilot program or other agricultural or academic research; and (2) the growing or cultivating of industrial hemp is allowed under the laws of the State in which such institution of higher education or State department of agriculture is located and such research occurs."
- B. Division 24. Industrial Hemp [81000-81010] of the Food and Agricultural Code (hereafter "FAC") addresses the growing and cultivation of industrial hemp in California.
- C. On January 1, 2017, Division 24, Industrial Hemp [8100-81010] of the FAC became operative.



- D. FAC Division 24 does not provide for the California Department of Food and Agriculture to establish a pilot program or to participate in, or promote, research projects recognized under Section 5940 of Title 7 of the United States Code.
- E. FAC Section 81001 calls for the Industrial Hemp Advisory Board to advise the California Secretary of Food and Agriculture and make recommendations to the Secretary pertaining to the cultivation of industrial hemp, including but not limited to, developing the requisite industrial hemp seed law and regulations, enforcement mechanisms, and the setting of an assessment rate.
- F. The Industrial Hemp Advisory Board is expected to implement requisite regulations allowing the cultivation of industrial hemp for commercial purposes in late 2018.
- G. Under FAC Division 24, all commercial growers of industrial hemp must register with the county agricultural commissioner prior to cultivation. Registration is not yet available. The fees and process for registration will be developed in conjunction with the Industrial Hemp Advisory Board. Therefore, the cultivation of industrial hemp for commercial purposes as defined under FAC Division 24 is prohibited within the State of California and the County of Inyo until the Industrial Hemp Advisory Board has developed and implemented the requisite industrial hemp seed law, regulations, and enforcement mechanisms, including the registration process and fees.
- H. Despite the current prohibition on the cultivation of industrial hemp for commercial purposes, FAC Division 24 exempts cultivation by an "Established Agricultural Research Institution" from some of the regulatory requirements enumerated therein.
- I. An "Established Agricultural Research Institution" is defined under FAC Section 81000 as: "(1) A public or private institution or organization that maintains land or facilities for agricultural research, including colleges, universities, agricultural research centers, and conservation research centers; or (2) An institution of higher education ( as defined in section 1001 of the Higher Education Act of 1965 (20 U.S.C. 1001 )) that grows, cultivates or manufactures industrial hemp for purposes of research conducted under an agricultural pilot program or other agricultural or academic research."
- J. Industrial hemp is defined under FAC Section 81000 and Health and Safety Code section 11018.5 as "a fiber or oilseed crop, or both, that is limited to types of the plant *Cannabis sativa* L. having no more than three-tenths of 1 percent (.3%) tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom."
- K. "Cannabis" is defined under the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) codified at Business and Professions Code section 26001 as "all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*,

whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin ... 'cannabis' does not mean 'industrial hemp' as defined by Section 11018.5 of the Health and Safety Code."

- L. Due to the fact that industrial hemp and cannabis are derivatives of the same plant, *Cannabis sativa* L., the appearance of industrial hemp and cannabis are indistinguishable. Absent a laboratory performed chemical analysis for tetrahydrocannabinol (THC) content, the two plants cannot be distinguished.
- M. Division 24 of the FAC, allows an "Established Agricultural Research Institution" to cultivate or possess industrial hemp with a greater than .3% THC level, causing such plant to no longer conform to the legal definition of industrial hemp, thereby resulting in such "research" plants constituting cannabis.
- N. The definition of "Established Agricultural Research Institution" as provided in FAC Section 81000 is vague and neither the Legislature nor the Industrial Hemp Advisory Board have provided guidelines on how the County can establish whether a cultivator claiming to be an "Established Agricultural Research Institution" is legitimate or that the cultivation constitutes "agricultural or academic research." Without clear guidelines, the ability and likelihood that cultivators exploit the "Established Agricultural Research Institution" exemption to grow industrial hemp with more than .3% THC is great.
- O. Except for personal cultivation, by an adult 21 years of age or older, of six or fewer cannabis plants within a private residence or inside a detached accessory structure on the grounds of a private residence that is fully enclosed and secured and personal use of cannabis otherwise allowed under the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Senate Bill 94 (2017) ("MAUCRSA")), Section 5.40.040 of Inyo County Code states that "It is unlawful for any person to maintain, conduct, operate, or carry on within the unincorporated area of the county any commercial cannabis business, unless such person is issued a commercial cannabis business license pursuant to this chapter for such business, and such person is currently in compliance with all applicable state and local laws and regulations pertaining to the commercial cannabis business and the commercial cannabis activities, including the duty to obtain any required local land use approvals and state licenses".
- P. Due to the fact that industrial hemp and cannabis are indistinguishable, the cultivation of industrial hemp by an "Established Agricultural Research Institution" prior to the adoption of reasonable regulations poses similar threats to the public health, safety or welfare as the cultivation of cannabis.
- Q. The cultivation of industrial hemp prior to the adoption of State &/or local reasonable regulations will create an increased likelihood of unlawful commercial cannabis activity.

- R. Currently the State of California has not yet identified, nor approved seed sources for industrial hemp. Unregulated seed sources can be infested with exotic weed seed or carry plant diseases. Once exotic weeds or plant diseases are established they are difficult and costly to eradicate. Soil borne diseases, once established can result in quarantines that restrict plant movement as well as crop rotations.
- S. Industrial hemp can serve as a host to mites and other insects. At this time, there are no pesticides registered for hemp that specifically address such mites or other insects. The pesticides that have been approved for hemp are not always effective, which allows for such insects to move into other nearby crops.
- T. There are no requirements for pesticide use reporting or testing for industrial hemp when cultivated by an "Established Agricultural Research Institution" if pesticides on the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) 25(b) list are used. In addition, "Established Agricultural Research Institutions" may be using chemicals or pesticides that are extremely toxic to people and wildlife and which may pollute soil, ground water, and/or nearby water sources.
- U. If cloned hemp plants are used for experimentation they are exempt from nursery standards at this time and may not be inspected for plant cleanliness standards leaving them susceptible to insect and disease infection.
- V. Industrial hemp and cannabis are not compatible crops and cultivation of industrial hemp near commercial cannabis crops can result in less marketable product due to cross pollination.
- W. The cultivation of industrial hemp prior to the adoption of State &/or local reasonable regulations is harmful to the welfare of residents, creates a nuisance, and threatens the safety and land of nearby property owners.
- X. There is an urgent need for the Agricultural Commissioner, the Sheriff, and County Counsel to assess the impacts of industrial hemp and to explore reasonable regulatory options relating thereto.
- Y. The allowance of cultivation of industrial hemp by "Established Agricultural Research Institutions," as defined by F AC Section 81000, prior to the adoption of reasonable regulations, creates an urgent and immediate threat to the public health, safety or welfare of the citizens and existing agriculture in Inyo County.
- Z. Inyo County has a compelling interest in protecting the public health, safety, and welfare of its residents and businesses, in preventing the establishment of nuisances, and the unregulated cultivation of industrial hemp is hereby declared to constitute a public nuisance.

AA. This ordinance complies with State law and imposes reasonable regulations that the Board of Supervisors concludes are necessary to protect the public safety, health and welfare of residents and business within the County.

**SECTION THREE. CULTIVATION OF INDUSTRIAL HEMP PROHIBITED.**

During the term of this interim ordinance, including any extensions hereto, no person or entity shall grow industrial hemp for any purposes within the unincorporated areas of Inyo County. Additionally, during this interim ordinance, including any extensions hereto, "Established Agricultural Research Institutions" as defined in FAC Section 81000, will similarly be prohibited from cultivating industrial hemp for agricultural or academic research purposes.

**SECTION FOUR. DECLARATION OF URGENCY.**

Based on the findings set forth in Section 2, this ordinance is declared to be an urgency ordinance that shall be effective immediately upon adoption by the Board of Supervisors.

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

**SECTION SIX. EFFECTIVE DATE.**

This Ordinance is intended to protect the public safety, health, and welfare pursuant to Government Code Section 65858 and shall be in full force and effect immediately upon a four-fifths vote of the Board of Supervisors. This Ordinance shall be of no further force and effect 45 days from its date of adoption, unless extended pursuant to Government Code Section 65858.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

---

ATTEST:

Clerk to the Board

By:

\_\_\_\_\_  
, Assistant



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

For Clerk's Use Only:  
AGENDA NUMBER

40

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for 1:30 p.m.     Closed Session     Informational

**FROM:** County Administrator  
**By:** Darcy Ellis, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** September 25, 2018

**SUBJECT:** Update of Inyo County's Legislative Platform

**DEPARTMENTAL RECOMMENDATION:**

Request Board: A) review proposed revisions to the County's Legislative Platform; B) direct any additional desired changes, additions, or deletions; C) approve the updated Legislative Platform, if appropriate and as amended; and D) direct staff to transmit a copy to the County's contracted federal advocacy service providers.

**SUMMARY DISCUSSION:**

On August 14, your Board discussed the need to review and update the County's Legislative Platform, the latest version of which was approved in 2014. Your Board decided it would be prudent to gather input from County Departments before embarking on a comprehensive review, and directed staff to solicit Department Heads' suggested additions and/or revisions prior to bringing the Legislative Platform back for Board adoption.

Departments' revisions and additions have now been incorporated into a draft update of the Legislative Platform (attached), along with input from individual Board members and changes proposed by the Acting CAO and his staff. The changes have been color-coded for easier reference: **blue** indicates a revision or comment from a **Board member**; **red** signifies a revision from a **Department Head**; and **purple** denotes those changes suggested by the **Acting CAO and his staff** (based on documented discussions held by your Board, position letters approved and sent by the Board, and policy and/or value statements expressed by the Board to other decision-makers such as the U.S. Forest Service and National Park Service).

Additions marked in **green** have been culled from the platforms adopted by the **California State Association of Counties (CSAC)** and the **Rural County Representatives of California (RCRC)**. As directed by your Board, staff compared both platforms with Inyo County's Legislative Platform and identified areas in the CSAC and RCRC documents that mirrored positions taken or expressed by the Board previously but which were not included in the current Legislative Platform, or items that could help provide for more clarity or specificity in Inyo County's document. There were also seemingly relevant policy areas omitted from Inyo County's platform that staff believed the Board might want to consider for addition, such as "Cannabis," "Tribe and Intergovernmental Relations" and "Veterans' Services."

The Board is now being asked to consider what, if any, of these proposed changes it would like to incorporate into a final document, and to direct any additional revisions as it deems necessary or desirable. The Board may adopt the Legislative Platform at this time, as amended, or direct that it undergo further public review at an upcoming meeting.

The purpose for establishing a Legislative Platform is to:

1. Identify the most important legislative issues for the County.

2. Allow your Board to establish broad legislative parameters which, in turn, provides direction to staff as they review and analyze legislation in the new Legislative Session.
3. Provide a vehicle to convey the County's legislative priorities to our Legislators, CSAC and RCRC.
4. Establish broad and actionable policy direction for staff to respond to legislative bills, proposals and/or initiatives quickly as necessary.

Additionally, throughout the year, as new legislation is introduced and/or items and issues become a priority, the Board has the opportunity to consider those specific items for inclusion in the Platform by a vote of the Board, or during the next annual update.

The updated Legislative Platform, when complete, will also ultimately aid The Ferguson Group in identifying the County's Federal funding and legislative priorities. After your Board updates the Platform, a copy will be provided to The Ferguson Group. A representative from The Ferguson Group is expected to meet with department heads and individual Board members, and appear before your Board on October 2 with recommendations on which of the Board of Supervisors' funding and legislative priorities best align with the Federal funding and legislative agenda, and then meet with Department Heads and individual Board members for additional input through October 3.

**ALTERNATIVES:**

Your Board can modify, add to and/or delete from the Platform as presented, or not conduct a review of a Legislative Platform for Inyo County. This latter alternative is not recommended because it should be updated prior to The Ferguson Group reviewing it for alignment with the Federal agenda.

Your Board could also dispense with the County Legislative Platform, however, this is not recommended. The Platform provides staff with direction to review and analyze legislation before presentation to your Board for a support/oppose position, and act on matters contained in the Platform if there is not time to bring them before your Board. In addition, the Platform identifies the legislative issues, which are, at the present time, the most important to the County, and will be a valuable guide for the Federal Advocacy Services consultants now under contract with the County.

**OTHER AGENCY INVOLVEMENT:**

In addition to your Board, The Ferguson Group will also be scheduling meetings with Department Heads when they are here later this year to gather information on federal funding needs.

**FINANCING:** N/A

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



Date: 09-18-18

## Proposed changes for 2018 update/adoption

Blue = Supervisors

Red = Dept. Heads

Purple = Admin. Staff

Green = RCRC/CSAC

# INYO COUNTY'S LEGISLATIVE PLATFORM

(The positions reflected in the Inyo County Legislative Platform **apply** to not only legislation but extend to rules, regulations and guidelines established by other governmental agencies.)

## SPECIFIC LEGISLATIVE PROPOSALS

### AGRICULTURE/WEIGHTS & MEASURES

1. **Support** full cost recovery for new agricultural programs.
2. **Support** continued funding of weed management programs.
3. **Support** authority for USDA to set up cooperative agreements with states for pest exclusion programs.
4. **Support** control and mitigation for the spread of invasive species to protect, conserve and restore public and private lands.
5. **Support** efforts to provide and protect local authority for device registration fees.
6. **Oppose** efforts by State agencies to usurp Agricultural Commissioner's permitting authority for the spraying of pesticides on irrigated lands.
7. **Oppose** efforts to ban the use of rodenticide for agricultural and public health purposes in California.

### CANNABIS

1. **Oppose** legislation that would diminish local authority over commercial cannabis regulation.
2. **Support** legislation that provides the state's tribes a mechanism for entering California's legal cannabis marketplace without sacrificing their sovereign status, while also preserving local governments' right to protect against or require mitigation for associated impacts to their jurisdictions from any commercial cannabis activity on adjacent lands, including Tribal land.
3. **Support** a statewide regulatory scheme for medical cannabis and/or adult use cannabis that ensures counties have the ability to set regulatory standards based on local needs



and priorities, and seek to ensure the County is adequately resourced as regulations and state laws are implemented.

4. **Support** efforts to study the impacts of cannabis use and legalization on the public's health, particularly on the impacts on youth brain development.
5. **Support** legislation to increase cannabis surveillance, education, youth prevention, responsible adult use, and drugged driving prevention.
6. **Support** efforts to mitigate community level harms from commercial cannabis operations, such as overconcentration as well as clustering with alcohol and tobacco retailers.
7. **Support** continued Federal and State funding to aid local jurisdictions in the eradication of illegal, environmentally destructive marijuana grow operations on public land.

## CHILD SUPPORT

1. **Support** legislation that would protect existing State and Federal funding for local child support programs.
2. **Support** policies, funding and services for non-custodial parents that promote self-sufficiency and ability to care for their child(ren).
3. **Oppose** any recommendations that would reduce Federal financial participation in child support programs.

## COUNTY OPERATIONS

4. **Support** legislative efforts to provide funding for new construction, remodeling and renovation as well as to offset operating costs for local library facilities through bond measures and/or other funding methods. (JG: still relevant?)
2. **Support** full funding of the Public Library Fund in future State budgets. (JG)
3. **Support** legislation to provide opt-in as opposed to opt-out for receiving electronic sample ballots. (Department reviewed and did not suggest any changes.)
4. ~~**Support** legislation that reimburses counties for special election costs and for costs associated with electronic voting machines. (Seems to be duplicated by #5 and #6) (Department reviewed and did not suggest any changes.)~~
5. **Support** legislation that requires counties to be reimbursed for the cost of special elections called by the Governor or Legislature. (Department reviewed and did not suggest any changes.)
6. **Support** efforts to reinstate language directing the state to provide reimbursement to counties that hold a special election to replace a member of Congress or a member of the state Legislature to fill a vacancy, as well as for the cost of special elections called for other reasons. (CSAC)

7. **Support** legislation that would authorize Federal and State Governments to assist counties in the purchase of voting equipment and technology. (Department reviewed and did not suggest any changes.)
8. **Support** the continued exemption of rural counties from Organics Recycling Mandates.
9. **Support** legislation that provides additional State park funding to rural counties.
10. **Support** legislation that requires the Department of Resources Recycling and Recovery to consider the impacts on jurisdictions and their waste diversion programs caused by China's restrictions on imported recyclables and the resulting market loss.
11. **Support** legislation, such as the California Beverage Container Recycling and Litter Reduction Act of 2018, to stabilize the recycling marketplace, provide immediate, temporary relief to California's retailers and grocers affected by the 2016 recycling center closures, and ensure consumers have local redemption opportunities.
12. **Support** legislation that provides the option for rural counties to conduct elections via "Vote by Mail." (Department reviewed and supports this and the following two as individual positions.)
13. **Support** legislation that expands the ability of counties to conduct all of their elections via all-mail balloting. (RCRC)
14. **Support** proposals that would give Boards of Supervisors the option of holding any election by mail. (CSAC)

## GENERAL GOVERNMENT

1. **Support** legislation that realigns governmental services in such a manner as to improve the delivery of services and make government more accountable to the people of California. (JG: sentiment good, but so vague as to be meaningless)
2. **Support** legislation that raises standards of required training for elected and appointed department heads in areas such as finance, personnel and management.
3. **Support** collective bargaining legislation that:
  - Recognizes the responsibility of local elected officials to govern and manage the organization and to implement public policy; and
  - Minimizes conflict over procedural matters.
4. **Support** legislation that recognizes the inherent disadvantage rural counties have as it applies to using a population based criteria (per capita) for allocating State and Federal funds and minimizes and/or eliminates the reliance on this funding criteria.
5. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisors control over collective bargaining and employer-employee relations.

6. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisors control over the allocation of funds through the budget process.
7. **Oppose** legislation that would require counties to share State expenses and liability on projects outside local jurisdiction.
8. **Support** legislation that reduces State and Federal regulations that impede, or increase the cost of the delivery of services by local governments and special districts.
9. **Monitor** closely any legislative efforts/initiatives regarding reform of the State Budget process.
10. **Oppose** legislation that is unduly burdensome to private industry.
11. **Support** protection of funding discretion and use bond funds.
12. **Oppose** efforts by Federal and State government to adversely impact Volunteer Fire Departments including EMT services. (JG: more specificity)

**Oppose** efforts by Federal and State government to adversely impact the ability of Volunteer Fire Departments to provide critical first response and ambulance services in rural communities, including but not limited to recruiting and retaining qualified EMTs.

~~13. **Support** broadband expansion, broadband adoption, telecommunications improvements, technology infrastructure projects, and other technology advancements. broadband and other technology advancements, i.e., Digital 395 Project.~~

14. **Support** legislation that mitigates the impacts of natural or man-made disasters on local governments and local property owners. (JG: too vague) (Staff recommends the addition of the following three items in some form to provide the specificity requested.)

**Support** full funding of disaster relief for all eligible counties, and a return to State assistance for the large portion of the costs of state or federally declared disasters. (RCRC)

**Oppose** any changes to, or limitations upon, the eligibility for receipt of disaster costs, especially tying county land use processes and decision-making to disaster relief funding. (RCRC)

**Support** State tax relief for those individuals and businesses who have losses due to disaster. (RCRC)

15. **Support** legislation that would allow "a contracting agency and the exclusive representative of employees of that agency (to) agree through collective bargaining that the employer contribution for employee and annuitant health benefits coverage for employees first hired on or after the effective date of a memorandum of understanding

may differ from the employer contribution provided to existing employees and annuitants pursuant to Sections 22890 and 22892” and any other legislation that will permit the County to take advantage of a multi-tier benefit package through PERS. (JG: still relevant?) (Per Personnel, this is still relevant.)

~~16. **Support** legislation that relieves the counties of monitoring, collecting, transmitting, and reporting State tax withholding for vendor payments. (added by Board Order 11/1/2011) (JG: still relevant?) (This is no longer relevant)~~

**17. *Oppose*** legislation that minimizes, restricts and/or eliminates real property rights of private citizens. (Added by Board Order 5-8-12) (JG: needs to be more specific)

(This was in reference to opposition to AB 2299, which would have required that public safety officials’ property ownership information be shielded from the public and taken certification of ownership away from title companies and made it the responsibility of counties. The concern was the creation of gaps or “missing links” in the chain of title that records and establishes ownership of property, making it impossible for a member of the public to verify ownership of their own home. The bill died in the Senate.)

*Suggested change:* **Oppose** legislation that would hinder, as a result of mandated redactions or any other alterations of recorded documents, a private citizen’s ability to establish ownership of real property or conduct private or commercial business operations.

**18. *Oppose*** legislation that eliminates, diminishes, limits, or interferes with the nonprofit organizations that the County has membership in, i.e., CSAC, RCRC, State Sheriff’s Association, Chief Probation Officers Association, State Welfare Directors Association, etc., in actively participating in the legislative and ballot measure processes. (Added by Board Order 8-20-13)

**19. *Oppose*** legislation that increases the County’s exposure to litigation.

**20. *Oppose*** legislation that removes local governments’ discretion over wireless structures or restricts such discretion to the point that it could negatively impact rural communities’ aesthetics, public safety, the environment, and property values.

**21. *Support*** legislation and regulations that preserve – and do not impair – the ability of counties to provide public health, safety, welfare or environmental services by local government. (CSAC)

**22. *Oppose*** federal or state law or regulations that propose to hamper the ability of counties to protect all residents of their communities and the environment. (CSAC)

## HEALTH AND HUMAN SERVICES

**1. *Watch*** State and Federal health care reform proposals with fiscal impacts to the County and private employers **and citizens, and that limit, reduce or discontinue** health care coverage for Inyo County residents. (JG)

2. **Monitor** the California Children's Services program and seek protections against increased county program costs.
3. **Monitor** legislation that funds pilot efforts in MediCal payment reform to result in whole person care and fully integrated behavioral health and health services.
4. **Monitor** legislation to address opioid addiction, including the expansion of Medication Assisted Treatment and allows for Medicaid reimbursement in the jail setting.
5. **Monitor** legislation to change the definition of "gravely disabled" and to clarify Welfare and Institutions code 5150.
6. **Monitor** State and Federal health care proposals with fiscal impacts to the County and private employers.
7. **Monitor** the CMSP program and **Support** efforts to protect funding, minimize the participation fee paid by counties, and sustain reasonable reimbursement rates to providers in an effort to retain them in small counties. (Ensure CMSP infrastructure is maintained in event unknown health care policy changes occur at Federal level.)
8. **Monitor** legislation that further mandates increased benefits/salaries for the local In-Home Support Services Program (IHSS) that are not covered by the State.
9. **Monitor** legislative "fixes" to the Maintenance of Effort costs for IHSS to ensure that other HHS programming (Social Services, Health and Behavioral Health) does not experience negative budget impacts.
10. **Monitor** policy and legislative initiatives involving managed Medi-Cal to ensure rural, isolated counties medical caregiver capacity issues are not negatively impacted.
11. **Monitor** the implementation of simplifying Medi-Cal and enrollment for participants and providers, **Oppose** efforts that create disincentives to enrollment and utilization, such as co-payments and premiums, seek ways to expand access to dental services, maximize Federal financial participation and increase provider rates.
12. **Monitor** and **Oppose** any legislative efforts/initiatives to reopen the realignment legislation or legislation that negatively affects Inyo County's health and human services realignment funds.
13. **Monitor** legislation establishing policy programming requirements for education and environmental prevention efforts for Cannabis and **Oppose** establishing requirements mirroring Tobacco Control funding.
14. ~~**Support** NACo proposal to request the U.S. Department of Health and Human Services consider a new Medicaid waiver for county jail inmates.~~

15. **Support** blended funding across human service programs, i.e. non-categorical. (Moved from "HEALTH & SOCIAL SERVICES" section below)
16. **Support** legislation that allows maximum local flexibility to design human services programs, based on the needs of the communities served. (Moved from "HEALTH & SOCIAL SERVICES" section below)
17. **Support** increased allocation of subsidized childcare funding. (Moved from "HEALTH & SOCIAL SERVICES" section below)
18. **Support** legislation and local, State, and Federal programs that employ evidence-based best practice strategies to reduce the number of people experiencing homelessness by: preventing homelessness for those at risk; expanding affordable permanent housing; and promoting self-empowerment through counseling, job training, and other supportive services.
19. **Support** funding of affordable short-term, transitional and permanent housing capacity.
20. **Support** legislation that supports parity of funding for behavioral health issues, ensuring that both mental health and substance use disorder treatment are funded on par with physical health treatment needs.
21. **Support** legislation that provides or increases a minimum base allocation (MBA) to small counties to sustain treatment for alcohol and drug addiction.
22. **Support** legislation that addresses behavioral health workforce needs, as statewide agencies are challenged in meeting treatment capacity in both Mental Health and Substance Use Disorder treatment providers. This would include legislation such as Peer (someone with lived experience) Certification (SB 906); Mental Health workforce planning (AB2108), which expands the persons eligible for educational loan repayment program; and Substance Use workforce expansion (AB2804), which creates one-year and five-year plans to expand the SUD treatment workforce with incentives like stipends and loan repayment programs for counselors, peers and licensed professionals.
23. **Support** legislation that reduces administrative burden for small counties and allows for flexibility such as regionalization of administrative tasks.
24. **Support** legislation that increases use of telehealth for Drug Medi-Cal services.
25. **Support** the Stepping Up Initiative and legislation that diverts persons with mental illness from the criminal justice system.
26. **Support** legislation that increases the transparency and consistency of financial reporting for the Mental Health Services Act.

27. **Support** legislation to fund suicide prevention efforts, including those targeted at youth, LGBTQ and Veterans.
28. **Support** legislation to build on Continuum of Care Reform to address foster youth crisis response.
29. **Support** legislation that promotes service integration, such as development of automated, central statistical case records for all human service programs and information sharing across human service programs.
30. **Support** legislation that allows for funding allocations to have increased local control and flexibility to design human services programs based on the needs of the communities served.
31. **Support** and advocate for any “new” funding to have a base allocation formula for the Twenty Small Counties.
32. **Support** and advocate for State to fully fund the administrative costs associated with all state mandated programs (e.g., Child Welfare, Medi-Cal, Public Assistance).
33. **Support** legislation that fully funds the requirements of the Continuum of Care Reform (CCR) including Resource Family Approval, Level of Care Assessments, Child and Family Team Meetings and other services that protect the physical, emotional and mental health of children and youth; promote their educational development, and ensure the availability of support services for juveniles.
34. **Support** legislation and budget initiatives that recognize the growth of needs in our aging population, including increased funding to support Adult Protective Services and other aging services programs.
35. **Support** legislation that revamps In Home Supportive Services in a manner that reduces fiscal and administrative impact on counties and reduces risk of fraud/abuse.
36. **Support** legislation that consolidates State offices providing administrative oversight, or otherwise streamlines and/or reduces the administrative costs of Health and Human Services programs.
37. **Support** and protect funding for public health mandates, and advocate for maintaining sufficient health realignment funding to ensure that Inyo County has the resources to meet its obligation to fulfill its statutory public health and indigent health care mandates.
38. **Support** measures that enhance the communities’ ability to deliver services through their hospitals and clinics; favor proposals that would provide for the continued expansion of community Federally Qualified Health Clinics (FQHCs).
39. **Support** efforts to make and retain State or Federal financial participation available in the funding of medical facilities and medical care for inmates in county correctional facilities that were realigned to counties on October 1, 2011.

40. **Support** increased and flexible State and Federal funding and resources directed at building the capacity of local public health departments to combat and control communicable diseases.
41. **Support** proposals to expand access to dental health services for low-income Californians, including efforts to increase Denti-Cal reimbursement levels to encourage qualified dentists to participate in providing care to low-income children.
42. **Support** strategies to streamline funding and program complexities of the California Children's Services (CCS) program in order to meet the demands of the complex medical care and treatment needs for children with certain physically disabling conditions.
43. **Support** opportunities to "realign" county share of cost for the California Children's Services (CCS) program back to the State.
44. **Support** and advocate for changes to laws and regulations governing prehospital emergency medical services, including ambulance services, that would increase the ability of volunteer EMS services to attract and retain qualified EMS staff.
45. **Support** fair and equitable funding to local health departments for public health emergency preparedness (PHEP), ensuring there is a base level available for rural counties, and **Oppose** any funding reductions for PHEP at the federal level, as well as any efforts to shift program costs to local health departments.
46. **Support** efforts to prevent or reduce the use of tobacco and its accompanying health and economic impacts on the state and its residents.
47. **Oppose** legislation which will mandate employee benefits and salaries for the local In-Home Support Services Program (IHSS) that are not covered by the State.
48. **Oppose** legislation that further erodes IHSS funding. (JG)
49. **Oppose** any efforts to require counties to provide funding for the California Children's Services program beyond their Maintenance of Effort (MOE).
50. **Oppose** any efforts to reduce funding to Inyo First 5 on the assumption that the First 5 commission will fill the revenue gap created by the withdrawal of State funds (i.e., supplantation).
51. **Oppose** further Medicaid/Medi-Cal reductions at either the Federal or State level without data-driven analysis and advocate for sufficient resources provided to local jurisdictions to respond to changes in the health care landscape at the federal and state levels.



52. **Oppose** proposals from the Centers for Medicare and Medicaid Services (CMS), Congress, or the Legislature to deny, reduce, cap, or eliminate MAA/TCM reimbursement or to make claiming more reimbursements administratively burdensome.

**HEALTH & SOCIAL SERVICES (All but items #2, 3, and 5 are already now addressed in the "HEALTH & HUMAN SERVICES" section revamped by HHS staff. Recommend relocating items 2, 3 & 5 to other section)**

1. ~~**Support** legislation that promotes service integration, such as development of automated, central statistical case records for all human service programs and information sharing across human service programs.~~
2. ~~**Support** blended funding across human service programs, i.e. non-categorical.~~
3. ~~**Support** legislation that allows maximum local flexibility to design human services programs, based on the needs of the communities served.~~
4. ~~**Support** legislation that protects the physical, emotional and mental health of children and youth; promotes their educational development, and ensures the availability of support services for juveniles.~~
5. ~~**Support** increased allocation of subsidized childcare funding.~~
6. ~~**Support** legislation that provides increased or reinstates funding and/or programs to handle the increasing need for service for older adults, i.e. Adult Protective Services, In-Home Supportive Services (IHSS), etc.~~
7. ~~**Support** legislation that provides or increases a minimum base allocation (MBA) to small counties to sustain treatment for alcohol and drug treatment.~~
8. ~~**Monitor** the CMSP program and support efforts to protect funding, minimize the participation fee paid by counties, and sustain reasonable reimbursement rates to providers in an effort to retain them in small counties.~~
9. ~~**Monitor** and **Oppose** any legislative efforts/initiatives to reopen the realignment legislation or legislation that negatively affects Inyo County's health and human services realignment funds.~~
10. ~~**Monitor** closely and cautiously any legislative efforts/initiatives regarding State and Federal Healthcare Reform.~~
11. ~~**Support** legislation efforts, including State organizations, that protect counties from, and provide reimbursement to counties for, additional expenses associated with State dispersal of prisoners and State Prison reform.~~
12. ~~**Support** legislation that consolidates State offices providing administrative oversight, or otherwise streamlines, and/or reduces the administrative costs of Health and Human Services Programs.~~

## TRANSPORTATION AND PUBLIC WORKS

1. **Support** transportation funding legislation that:
  - Provides revenues without affecting funding sources of other county projects;
  - Continues Federal funding efforts for local transportation projects;
  - Reaffirms and continues State responsibility for highway financing;
  - Bolsters the multiple transportation funding sources that provide for improved transportation systems and multimodal networks, including SB 1 as enacted, and delivery of projects that rehabilitate and improve local roads;
  - Supports and encourages the use and development of transit facilities and infrastructure.
  - ~~Returns lost maintenance and construction funds for local roads.~~
2. **Support** any legislation efforts that assist the County in mitigating for the transportation of transuranic waste to the Nevada Test Site, Yucca Mountain, or other selected sites through California on routes located in or transecting Inyo County. Specifically, funding and assistance is needed in several areas including road and infrastructure improvements, first responder training, radiological detection instruments and training and emergency medical and hospital training.
3. **Support** State legislators' efforts to address identified State highway safety needs in our communities.
4. **Support** State and Federal legislation efforts that benefit our local airports.
5. **Oppose** legislation that changes public contracting laws in a manner in which it negatively impacts the County's contract authority and/or increases costs to the County and/or unduly lengthens the time it takes for the County to enter into a Public Works Contract.
6. **Support** legislation that enhances counties' ability to designate appropriate uses of county roads.
7. **Oppose** the effort to repeal SB 1, which would result in the loss of new transportation funds and make it more difficult to raise State and local transportation funds in the future.
8. **Support** legislation that provides funding opportunities to coordinate Transportation Plans with the County's General Plan.
9. **Support** legislation that provides funding to sustain and expand the region's public transit system.
10. **Support** legislation that supports interregional and intercity bus lines that connect with the County's transit system.

11. **Support** reauthorization and implementation of federal aviation policy at the State level to ensure that California continues to receive and dedicate investments to support commercial and general aviation airports.(RCRC)

## RESOURCES AND ENVIRONMENT

1. **Support** legislation to provide funding to local governments to create programs to protect river parkways and to reclaim damaged river habitat.
2. **Support** legislation that protects rural counties' natural and developed resources that contribute to the economic and environmental well being of the county, the state and the nation. (JG: so vague as to be meaningless)  
  
**Support** legislation that protects **and enhances** rural counties' natural and developed resources that contribute to the economic and environmental well-being of the county, the state and the nation.
3. **Support** legislation for the development of programs and strategies that will accomplish the non-land acquisition of reinvestment dollars for watershed management, groundwater basins, fisheries and waterways.
4. **Support** Federal funding proposals that enhance County ability to acquire Federal and State funding for the purpose of managing watersheds et al.
5. ~~**Support** legislation and/or State and or Federal budget efforts to continue to provide funding for toxic weed management. (Duplicated as #2 in Agriculture)~~
6. **Support** legislation that **clarifies and/or preserves** local authority ~~under RS2477~~ to protect public roads. (JG)
7. ~~**Support** legislation to **repeal and/or** provide 100% funding for meeting all of the requirements of AB 32 (the California Global Warming Solutions Act of 2006) and SB 375. (JG)~~
8. **Support** legislation to ~~repeal and/or~~ provide **100%** funding for meeting ~~all of~~ the requirements of AB 32 (the California Global Warming Solutions Act of 2006) and SB 375. (DT)
9. **Support** legislation to ~~repeal and/or~~ provide **100%** funding for meeting ~~all of~~ the requirements of ~~AB 32 (the California Global Warming Solutions Act of 2006) and SB 375, and the Sustainable Communities and Climate Protection Act of 2008.~~
10. **Oppose Watch** activities of the Federal and State government to acquire and transfer private lands to public ownership without continued mitigation for loss of local property tax revenue. (DT)
11. **Oppose Watch** Federal or State activities limiting public access to public lands. (DT)

12. **Support** legislation which promotes and/or provides monetary aid to local jurisdictions for ~~their-Federal~~ land use coordination with **State and** Federal agencies. (This item is duplicated in "Planning and Land Use" as item #6)
13. **Oppose** any legislation which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.
14. **Support** legislation which identifies the impacts of catastrophic wildfires and provides that wildfire mitigation and prevention are goals that meet the requirements of ~~AB 32 the California Global Warming Solutions Act.~~
15. **Support** legislation which maintains Inyo County's ability to protect and enhance its land use authority to determine the use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources.
16. **Watch** efforts to create additional or expand existing wilderness designations in the County.
17. ~~Oppose~~ **Watch** efforts by Federal and State government to increase fees for and reduce and/or eliminate fire protection services on public lands. (DT)
18. **Support** legislation that protects those local jurisdictions that operate and deliver and store water that recognize and address mussel infestation early on from liability as a result of mussel infestation. (JG: still necessary?) (Per Parks staff, this is still important)
19. **Oppose** any legislation that could negatively impact outdoor recreation. ~~including but not limited to off highway opportunities, fishing, hunting, hatchery operations, etc.~~ (Added by Board Order 8-21-2012) (JG)
20. ~~Support efforts to repeal SRA fees and repeal prohibition on sub-divisions outside of fire districts.~~ (JG: still necessary?) (No longer necessary; already repealed)
21. ~~Support Oppose~~ efforts to repeal SRA fees and repeal prohibition on sub-divisions outside of fire districts. (DT) (No longer necessary; already repealed)
22. **Support** State's Renewable Energy Portfolio Standard being re-calculated to include roof-top solar.
23. **Oppose** legislation that makes CEQA/NEPA requirements more burdensome and provides for less public notification in the county where the projects are located.
24. **Support** legislation, ~~such as the Wildfire Budgeting, Response, and Forest Management Act of 2016,~~ that reforms wildfire suppression funding, prevents "fire transfers" within

firefighting budgets, and gives agencies in charge of fire suppression more budget flexibility. (RP)

25. **Support** legislation that recognizes, funds and protects the ecological resources of the Sierra Nevada as part of the effort to reach California's Climate Change goals. (JG)

26. **Support** legislation that funds sustainability of recreation infrastructure and protects natural resources. (DT)

**Support** efforts to fully fund Federal land management agencies, including deferred maintenance. (JG)

**Support** increased funding for public land management agencies to address deferred maintenance of infrastructure in forests, national parks, and reserves that rural counties depend on for tourism and recreation-based economies. (RCRC)

27. **Support** efforts that fund and support sustainable recreation on public lands. (JG)

28. **Support** realistic federal policy and regulatory reforms that balance environmental protection with the preservation of life and property and that lead to better mitigation of wildfires on federal, State, and private lands. (RCRC)

29. **Support** legislation to remove State tax exemptions for solar energy development facilities.

30. **Support** and encourage efforts that streamline the process for obtaining permits from the U.S. Forest Service for activities such as cattle grazing and commercial filming on public lands.

31. **Support** expanded permission to use private contracts to provide local services in justifiable areas as a means of achieving efficiency and economy. (CSAC)

## PLANNING AND LAND USE

1. **Support** legislation and budget efforts that continue to maximize the Payment in Lieu of Taxes (PILT) revenue from the Federal and State government to counties and continues full funding of PILT without restrictions beyond the current authorization.

2. **Oppose** legislation that minimizes and/or eliminates local control over land use decisions.

3. **Support** legislative efforts to enable local governments, utilities, energy developers, California Native American tribal governments, affected landowners and members of the public to actively participate in the renewable energy and utility corridor planning processes.

4. **Support** legislation which reduces and/or eliminates State requirements regarding the General Plan and its updates.

5. **Oppose** legislation which limits or reduces the authority of counties under the State Mining and Reclamation Act (SMARA).
6. **Support** legislation which promotes and/or provides monetary aid to local jurisdictions for **their Federal** land use coordination with **State and** Federal agencies. (Same as #10 in Resources & Environment)
7. **Oppose** any legislation which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.
8. **Support** legislation, which maintains Inyo County's ability to protect and enhance its land use authority to determine the highest and best use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources. (JG)
9. **Support** legislation that protects and/or reinstates the payment of geothermal royalties to local jurisdictions.
- ~~10. **Support** legislation that streamlines the CEQA/NEPA process for the Digital 395 Project.~~
11. **Support** legislation that provides funding opportunities to local jurisdictions to implement State General Plan requirements.

## LAW, JUSTICE & PUBLIC SAFETY

1. **Support** legislation that maximizes county discretion in developing programs for juveniles.
2. **Support** legislation that eliminates the requirement that counties pay for court reporter transcripts.
3. **Support** Federal and State funding to combat the impacts of controlled substance production, distribution, and use, including the ongoing opioid addiction crisis. (JG)
4. **Support** legislation that would allow counties to enact an ordinance to allow up to a \$10 penalty assessment for every \$100 fine for criminal offense, including traffic fines, for the maintenance and purchase of Law Enforcement facilities and vehicles.
5. **Oppose** any changes in the State criminal justice system that increases costs to counties for jail operations, including but not limited to early releases of prisoners, commutation of sentences and/or commutation of variable sentencing options (i.e., wobblers), without a corresponding dedicated long-term reliable revenue stream and the ability to administer it locally.
6. **Watch** proposed changes to State and Federal water law.

5. **Support** legislation that will complete the work initiated through the Trial Court Unification Act by making justice system costs that are controlled or imposed by the judiciary but inadvertently remain the responsibilities of the counties the clear responsibility of the State of California and the California Superior Court to fund.
6. **Support** efforts to increase **and/or preserve** funding allocations to support criminal justice realignment costs including inmate healthcare and jail expense costs.
7. **Support** Federal and State funding and programs to provide comprehensive, effective mental health and substance abuse treatment programs for criminal defendants, thereby reducing recidivism and protecting the public.
8. **Watch** proposed bail system reform efforts in California to ensure full state funding of any new pre-trial release and supervision requirements.
9. **Support** legislation and policies to improve re-entry options for adult and juvenile probationers, including housing.
10. **Support** legislation and policies to expand and enhance Evidence-Based Programs available to clients.
11. **Support** legislation and policies that will allow for continued investment in community corrections training.
12. **Support** legislation to bolster flexible policies and resources for drug treatment and mental health services for probationers.
13. **Support** legislation and policies to protect resources that support foster youth in Continuum of Care Reform.
14. **Support** legislation and policies that ensure resources for supervision, rehabilitative programming, and re-entry services for adult and juvenile offenders.
15. **Support** legislation and policies to preserve and provide resources at the Federal, State, and local level for effective community supervision practices.
16. **Support** legislation that enhances educational programs for adult and juvenile offenders.
17. **Support** legislation which will provide funding for probation services provided to drug offenders, and mentally ill incarcerated offenders.
18. **Support** legislation to authorize local probation departments to collect outstanding victim restitution through the civil process.

## TRIBE AND INTERGOVERNMENTAL RELATIONS (CSAC)

1. **Support** the following goals for county-tribal intergovernmental relations:
  - facilitate intergovernmental agreements

- develop mechanisms to mitigate for the off-reservation impacts of tribal developments on local government services and the environment
  - promote best practices and models of successful tribal-county relationships. (CSAC)
2. **Support** the promotion and development of positive working relationships between the County and local tribes to the mutual benefit of both parties and the communities they respectively serve. (CSAC)
  3. **Support** legislation or policy that provides for or recognizes enforceable agreements between tribes and local governments concerning the mitigation of off-reservation impacts of development on tribal land. (CSAC)
  4. **Oppose** any federal or state limitation on the ability of tribes, counties and other local governments to reach mutually acceptable and enforceable agreements, including any federal prohibitions on deed restrictions mutually agreed to by tribal and local governments. (CSAC)

## **VETERANS' SERVICES (RCRC and CSAC)**

1. **Support** legislation and efforts that ensure access to the services and benefits to which veterans are entitled, including housing, healthcare, employment, education and training, and community reintegration assistance. (RCRC)
2. **Support** legislation that provides funding for veterans housing programs, such as the Veterans and Affordable Housing Bond Act of 2018.
3. **Support** the development of specific strategies for intervention and service delivery to veterans through cooperation between federal, state, and local governments, as well as community and private organizations serving veterans. (CSAC)
4. **Support** coordination of services for veterans among all entities that serve this population, especially in housing, treatment, and employment training. (CSAC)



Yellow highlight means items previously proposed for addition after 2014 update but never officially incorporated

## INYO COUNTY'S LEGISLATIVE PLATFORM

(The positions reflected in the Inyo County Legislative Platform applies to not only legislation but extends to rules, regulations and guidelines established by other governmental agencies.)

### SPECIFIC LEGISLATIVE PROPOSALS

#### 1. AGRICULTURAL

**Support** - Continued funding of weed management programs.

**Support** - Authority for USDA to set up cooperative agreements with states for pest exclusion programs.

**Support** - Control and mitigation for the spread of invasive species to protect, conserve and restore public and private lands.

**Oppose** – Efforts by State agencies to usurp Agricultural Commissioners permitting authority for the spraying of pesticides on irrigated lands.

**Oppose** efforts to ban the use of rodenticide in California.

#### 2. CHILD SUPPORT

**Oppose** – Any recommendations that would reduce Federal financial participation in child support.

#### 3. HEALTH AND HUMAN SERVICES

**Watch** - State and Federal health care reform proposals with fiscal impacts to the County and private employers.

**Oppose** legislation, which will mandate employee benefits and salaries for the local In-Home Support Services Program (IHSS) that are not covered by the State.

**Support** NACo proposal to request the U.S. Department of Health and Human Services consider a new Medicaid waiver for county jail inmates.

#### 4. PROBATION

**Support** legislation, which protects and enhances State funding of Probation programs.

**Support** legislation, which improves and provides funding for educational opportunities at the Juvenile facility.

**Support** legislation, which will provide funding for probation services provided to drug offenders, and mentally ill incarcerated offenders.

**Support** legislation to authorize local probation departments to collect outstanding victim restitution through the civil process.

## BUDGET AND FISCAL

1. **Support** legislation requiring the State to provide full cost reimbursement to counties for all mandated programs.
2. **Support** legislation that requires that a secure and dedicated funding stream be identified prior to the adoption of any legislation placing additional mandates on local government.
3. **Support** legislation that would prohibit the State from mandating that a county participate in a project without the consent of the Board of Supervisors.
4. **Support** legislation to stabilize local government financing, to increase funding to local agencies in an equitable manner, and to permit the most cost-efficient management of State-mandated programs.
5. **Oppose** legislation that would establish maintenance of effort requirements when it usurps the County's discretion over programs and expenditures.
6. **Oppose** efforts by the State and Federal Governments to reduce funding of programs or other traditional State and Federal funding streams by mandating, legislating, redirecting or strongly encouraging the use of local discretionary funding such as, but not limited to, Children and Families Commission.
7. **Support** legislation that will continue Secure Rural Schools and Community Self-Determination Act beyond the current authorization.
8. **Support** legislation to provide increased flexibility to local government to raise revenue within its jurisdiction.
9. **Support** State and Federal legislation that restores or enhances, royalty payments, and or the ability of local government to receive revenue from renewable energy projects sited within the local jurisdictions.
10. **Support** legislation that reaffirms a County's discretion in and ability to collect taxes on the siting, development and operation of commercial scale and larger renewable energy projects.

## GENERAL GOVERNMENT

1. **Support** legislation that realigns governmental services in such a manner as to improve the delivery of services and make government more accountable to the people of California.
2. **Support** legislation that raises standards of required training for elected department heads in areas such as finance, personnel and management.
3. **Support** collective bargaining legislation that:
  - Recognizes the responsibility of local elected officials to govern and manage the organization and to implement public policy; and
  - Minimizes conflict over procedural matters.
4. **Support** legislative efforts to provide funding for new construction, remodeling and renovation as well as to offset operating costs for local library facilities through bond measures and/or other funding methods.

5. **Support** full funding of the Public Library Fund in future budgets.
6. **Support** legislation that recognizes the inherent disadvantage rural counties have as it applies to using a population based criteria (per capita) for allocating state and federal funds and minimizes and/or eliminates the reliance on this funding criteria.
7. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisor control over collective bargaining and employer-employee relations.
8. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisor control over the allocation of funds through the budget process.
9. **Support** legislation that reimburses counties for special election costs and for costs associated with electronic voting machines.
10. **Oppose** legislation that would require counties to share State expenses and liability on projects outside local jurisdiction.
11. **Support** legislation that requires counties to be reimbursed for the cost of special elections called by the Governor or Legislature.
12. **Support** legislation that reduces State and Federal regulations that impede, or increase the cost of the delivery of services by local governments and special districts.
13. **Monitor** closely any legislative efforts/initiatives regarding reform of the State Budget process.
14. **Oppose** legislation that is unduly burdensome to private industry.
15. **Support** legislation that provides the option for rural counties to conduct elections via "Vote by Mail."
16. **Support** protection of funding discretion and use bond funds.
17. **Oppose** efforts by Federal and State government to adversely impact Volunteer Fire Departments, including EMT services.
18. **Support** broadband and other technology advancements, i.e., Digital 395 Project.
19. **Support** legislation that mitigates the impacts of natural or man made disasters on local governments and local property owners.
20. **Support** legislation that would allow "a contracting agency and the exclusive representative of employees of that agency may agree through collective bargaining that the employer contribution for employee and annuitant health benefits coverage for employees first hired on or after the effective date of a memorandum of understanding may differ from the employer contribution provided to existing employees and annuitants pursuant to Sections 22890 and 22892" and any other legislation that will permit the County to take advantage of a multi-tier benefit package through PERS.
21. **Support** legislation that relieves the counties of monitoring, collecting, transmitting, and reporting State tax withholding for vendor payments. (added by Board Order 11/1/2011)
22. **Oppose** legislation that minimizes, restricts and/or eliminates real property rights of private citizens. (Added by Board Order 5-1-12)
22. **Oppose** legislation that eliminates, diminishes, limits, or interferes with the nonprofit organizations that the County has membership in, i.e., CSAC, RCRC, State Sheriff's Association, Chief Probation Officers Association, State Welfare Directors Association, etc., in actively participating in the legislative and

ballot measure processes. (Added by Board Order 8-20-13)

23. **Oppose** legislation that increases the County's exposure to litigation.

24. **Support** legislation to provide opt-in as opposed to opt-out for receiving electronic sample ballots.

25. **Support** legislation that would authorize Federal and State Governments to assist counties in the purchase of voting equipment and technology.

## HEALTH & SOCIAL SERVICES

1. **Support** legislation that promotes service integration, such as development of automated, central statistical case records for all human service programs and information sharing across human service programs.
2. **Support** blended funding across human service programs, i.e. non-categorical.
3. **Support** legislation that allows maximum local flexibility to design human services programs, based on the needs of the communities served.
4. **Support** legislation that protects the physical, emotional and mental health of children and youth; promotes their educational development, and ensures the availability of support services for juveniles.
5. **Support** increased allocation of subsidized childcare funding.
6. **Support** legislation that provides increased or reinstates funding and/or programs to handle the increasing need for service for older adults, i.e. Adult Protective Services, In-Home Supportive Services (IHSS), etc.
7. **Support** legislation that provides or increases a minimum base allocation (MBA) to small counties to sustain treatment for alcohol and drug treatment.
8. **Monitor** the CMSP program and support efforts to protect funding, minimize the participation fee paid by counties, and sustain reasonable reimbursement rates to providers in an effort to retain them in small counties.
9. **Monitor** and **Oppose** any legislative efforts/initiatives to reopen the realignment legislation or legislation that negatively affects Inyo County's health and human services realignment funds.
10. **Monitor** closely and cautiously any legislative efforts/initiatives regarding State and Federal Healthcare Reform.
11. **Support** legislation efforts, including State organizations, that protect counties from, and provide reimbursement to counties for, additional expenses associated with State dispersal of prisoners and State Prison reform.
12. **Support** legislation that consolidates State offices providing administrative oversight, or otherwise streamlines, and/or reduces the administrative costs of Health and Human Services Programs.

## TRANSPORTATION AND PUBLIC WORKS

1. **Support** transportation funding legislation that:
  - Provides revenues without affecting funding sources of other county projects;

- Continues Federal funding efforts for local transportation projects;
  - Reaffirms and continues State responsibility for highway financing.
  - Returns lost maintenance and construction funds for local roads.
2. **Support** any legislation efforts that assist the County in mitigating for the transportation of transuranic waste to the Nevada Test Site through California on routes located in or transecting Inyo County. Specifically, funding and assistance is needed in several areas including road and infrastructure improvements, first responder training, radiological detection instruments and training and emergency medical and hospital training.
  3. **Support** State legislators' efforts to address identified State highway safety needs in our communities.
  4. **Support** State and Federal legislation efforts that benefit our local airports.
  5. **Oppose** legislation that changes public contracting laws in a manner in which it negatively impacts the County's contract authority and/or increases costs to the County and/or unduly lengthens the time it takes for the County to enter into a Public Works Contract.
  6. **Support** legislation that enhances counties ability to designate appropriate uses of county roads.

## RESOURCES AND ENVIRONMENT

1. **Support** legislation to provide funding to local governments to create programs to protect river parkways and to reclaim damaged river habitat.
2. **Support** legislation that protects rural counties' natural and developed resources that contribute to the economic and environmental well being of the county, the state and the nation.
3. **Support** legislation for the development of programs and strategies that will accomplish the non-land acquisition of reinvestment dollars for watershed management, groundwater basins, fisheries and waterways.
4. **Support** Federal funding proposals that enhance County ability to acquire Federal and state funding for the purpose of managing watersheds et al.
5. **Support** legislation and/or state and or federal budget efforts to continue to provide funding for toxic weed management.
6. **Support** legislation that preserves local authority under RS2477 to protect public roads.
7. **Support** legislation to repeal and/or provide 100% funding for meeting all of the requirements of AB 32 (the California Global Warming Solutions Act of 2006) and SB 375.
8. **Oppose** activities of the Federal and State government to acquire and transfer private lands to public ownership without continued mitigation for loss of local property tax revenue.
9. **Oppose** Federal or State activities limiting public access to public lands.
10. **Support** legislation, which promotes and/or provides monetary aid to local jurisdictions for their Federal land use coordination with federal agencies.
11. **Oppose** any legislation, which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.

12. **Support** legislation, which identifies the impacts of catastrophic wildfires and provides that wildfire mitigation and prevention are goals that meet the requirements of AB32.
13. **Support** legislation, which maintains Inyo County's ability to protect and enhance its land use authority to determine the use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources.
14. **Watch** efforts to create additional or expand existing wilderness designations in the County.
15. **Oppose** efforts by Federal and State government to increase fees **for** and reduce and/or eliminate fire protection services on public lands.
16. **Support** legislation that protects those local jurisdictions that operate and deliver and store water that recognize and address mussel infestation early on from liability as a result of mussel infestation.
17. **Oppose** any legislation that could negatively impact outdoor recreation including but not limited to off highway opportunities, fishing, hunting, hatchery operations, etc.
18. **Support** efforts to repeal SRA fees and repeal prohibition on sub-divisions outside of fire districts.
19. **Support** State's Renewable Energy Portfolio Standard being re-calculated to include roof-top solar.
20. **Oppose** legislation that makes CEQA requirements more burdensome and provides for less public notification in the county where the projects are located.
21. **Support** legislation, such as the Wildfire Budgeting, Response, and Forest Management Act of 2016, that reforms wildfire suppression funding, prevents "fire transfers" within firefighting budgets, and gives agencies in charge of fire suppression more budget flexibility.

## PLANNING AND LAND USE

1. **Support** legislation and budget efforts that continue to maximize the Payment in Lieu of Taxes (PILT) revenue from the federal and state government to counties and continues full funding of PILT without restrictions beyond the current authorization.
2. **Oppose** legislation that minimizes and/or eliminates local control over land use decisions.
3. **Support** legislative efforts to enable local governments, utilities, energy developers, California Native American tribal governments, affected landowners and members of the public to actively participate in the renewable energy and utility corridor planning processes.
4. **Support** legislation, which reduces and/or eliminates State Requirements regarding the General Plan and its updates.
5. **Oppose** legislation, which limits or reduces the authority of counties under the State Mining and Reclamation Act (SMARA).
6. **Support** legislation, which promotes and/or provides monetary aid to local jurisdictions for their Federal land use coordination with federal agencies.
7. **Oppose** any legislation, which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.

8. **Support** legislation, which maintains Inyo County's ability to protect and enhance its land use authority to determine the highest and best use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources.
9. **Support** legislation that protects and/or reinstates the payment of geothermal royalties to local jurisdictions.
10. **Support** legislation that streamlines the CEQA/NEPA process for the Digital 395 Project.

## LAW & JUSTICE

1. **Support** legislation that maximizes county discretion in developing programs for juveniles.
2. **Support** legislation that eliminates the requirement that counties pay for court reporter transcripts.
3. **Support** Federal and State funding to combat the impacts of illegal Methamphetamine production.
4. **Support** legislation that would allow counties to enact an ordinance to allow up to a \$10 penalty assessment for every \$100 fine for criminal offence including traffic fines for the maintenance and purchase of Law Enforcement facilities and vehicles.
5. **Oppose** any changes in the State Criminal justice system that increases costs to counties for jail operations, including but not limited to early releases of prisoners, commutation of sentences and/or commutation of variable sentencing Options (i.e., wobblers), without corresponding dedicated long-term reliable revenue stream and the ability to administer it locally.
6. **Watch** proposed changes to State and Federal water law.
7. **Support** legislation that will complete the work initiated through the Trial Court Unification Act by making justice system costs that are controlled or imposed by the judiciary but inadvertently remain the responsibilities of the counties the clear responsibility of the State of California and the California Superior Court to fund.
8. **Support** efforts to increase funding allocations to support criminal justice realignment costs including inmate healthcare and jail expense costs.

#42

Amy Shepherd  
Auditor- Controller  
ashepherd@inyocounty.us

(760) 878-0343  
(760) 872-2700  
(760) 876-5559  
FAX: (760) 878-0391



**COUNTY OF INYO**  
OFFICE OF THE AUDITOR-CONTROLLER  
P. O. Drawer R  
Independence, California 93526

CHRISTIE MARTINDALE  
Assistant Auditor-Controller  
[cmartindale@inyocounty.us](mailto:cmartindale@inyocounty.us)

TINA TILLEMANS  
Administrative Analyst  
[ttillemans@inyocounty.us](mailto:ttillemans@inyocounty.us)

KORTNI GIRARDIN  
Payroll Analyst  
[kgirardin@inyocounty.us](mailto:kgirardin@inyocounty.us)

IVONNE BUNN  
Office Technician III  
[ibunn@inyocounty.us](mailto:ibunn@inyocounty.us)

HEATHER WILLIAMS  
Office Technician III  
[hwilliams@inyocounty.us](mailto:hwilliams@inyocounty.us)

RUSTY HUERTA  
Office Technician II  
[rhuerta@inyocounty.us](mailto:rhuerta@inyocounty.us)

September 17, 2018

Honorable Board of Supervisors  
County of Inyo  
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section 26905 and 26921 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd  
Auditor-Controller

By: *Tina Tillemans*, Deputy  
Tina Tillemans



# STATEMENT

## MONEY IN COUNTY TREASURY

FOR JULY-SEPTEMBER 2018

STATE OF CALIFORNIA  
 COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26921 of the Government Code, and being duly sworn on oath, makes the following report for the period ending September 11, 2018.

Amount of money that should be in the treasury on September 11, 2018

is	\$136,219,484.03	
Receipts from 07/02/18-09/12/18	\$32,212,453.65	
(Less paid warrants) Amount actually therein is	(\$38,078,009.49)	
Active Balance		\$1,630,095.65
Silver		\$7.70
Currency		\$2,390.00
Certificates of Deposit		\$102,041,327.23
CD		\$18,808,000.00
Local Agency Debt		\$737,879.92
Deposits on Hand		
Corp Obligation		\$3,642,126.53
	130,353,928.19	\$126,861,827.03

Difference:

EL DORADO SIFPD ACCT FEES \$29.03  
 PERS ICOE (\$114,276.67)  
 PERS ICOE (\$50,726.38)  
 PERS PIONEER CEMETERY (\$2,142.86)  
 PERS/ADMIN FEES (\$2,250.00)

TRANSFER TO LAIF (\$3,500,000.00)  
 REMOTE DEPOSIT \$673,678.50  
 09/11/18 REMOTE DEPOSIT (\$496,362.78)  
 09/10/18 REMORE DEPOSIT CORRECTION (\$50.00)

*Amey Shepherd*

County Auditor

Subscribed and sworn to before me this 18<sup>th</sup> day of September



*[Signature]*

Assistant Clerk of the Board of Supervisors  
 INYO COUNTY



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

For Clerk's Use Only:  
AGENDA NUMBER

43

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

**FROM:** County Administrator Office / Economic Development

**FOR THE BOARD MEETING OF:** September <sup>25</sup> 18, 2018

**SUBJECT:** Inyo County Experience Video Project.

**DEPARTMENTAL RECOMMENDATION:**

Receive information report regarding destination marketing advertisement in the Reel Rock 13 European Film Tour.

**SUMMARY DISCUSSION:**

During the 2017/18 budget cycle the County initiated a social media promotion project, primarily through the @ExploreInyoCounty Instagram account, targeting an outdoor-recreation focused audience. The goal of the project is to help build a robust online presence from which the County can later promote a (to be developed) global marketing strategy that not only draws tourists, but also inspires people to establish careers and grow their families in Inyo County. The @ExploreInyoCounty account quickly drew thousands of followers and continues to grow daily. As part of this project, and primarily via utilizing locally based talent, we created a high-quality promotional video, showcasing a variety of outdoor recreation opportunities available throughout Inyo County. The video (here: <https://www.youtube.com/watch?v=ixKkmFoaIrE>) has been watched and shared tens of thousands of times in the first two months after its release.

As part of this year's adopted budget, the County designated funds to continue this promotion project (labeled the Inyo County Experience Video Project). This year's phase includes funding to place the promotional video in touring outdoor recreation focused film festivals to help increase brand-awareness, and also includes funding to create additional, recreation-specific, short videos. This agenda item is focused on the advertising aspect of the project.

The Reel Rock 13 European Film Tour features exciting outdoor short films at over seventy events in at least three countries. The @ExploreInyoCounty promotional video will be shown each night at every tour location identified in the attached back-up.

The cost of these advertisements is significantly less than the other comparable film festivals (e.g., European Outdoor Film Tour (EOFT); BANFF) to whom we reached out, but reaches a similar recreation focused audience and has a distribution model that is consistent with the markets targeted by Mono County Tourism and Visit Utah (which is very active in this regard). Advertising internationally is

desirable based on information that international travelers spend more and stay longer, and is a way for Inyo County to diversify its tourism base beyond the LA "driving" market.

**ALTERNATIVES:**

Provide additional direction to staff.


**FINANCING:**

Funding is available in the CAO Economic Development Budget 010202.

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 9/14/10

**Attachments:**

- Backup information.



MOVING ADVENTURES MEDIEN GMBH THALKIRCHNER STR. 5B 80337 MÜNCHEN

Inyo County  
John Vallejo  
United States

## Proposal 18091101\_

Munich, 11/09/18

**Project:** Reel Rock 13: Tour integration Inyo County - tour period (November 2018 - February 2019)

Dear Mr. Vallejo,

please find enclosed our proposal for an integration of Inyo County in Reel Rock Film Tour 13.

Description	Quantity	VAT	Unit Price	Subtotal
<b>60" promotion video</b> <ul style="list-style-type: none"><li>Integration of the 60 seconds promotional video of Inyo County at 70 events in Germany, Austria and the Netherlands. Shown before the official film program or after intermission.</li></ul>	1 piece	0	USD 5,800.00	USD 5,800.00
<b>Tour website</b> <ul style="list-style-type: none"><li>Integration of the Inyo County promotional video on a subsite on <a href="http://www.reel-rock.eu">www.reel-rock.eu</a> during the tour period from November 2018 till February 2019</li></ul>	1 piece	0	USD 812.00	USD 812.00
			<b>Total</b>	<b>USD 6,612.00</b>

The balance due shown above is the net amount due. Any taxes, tariffs, bank charges, wire transfer fees etc are your responsibility. All offers are non-binding, errors and omissions excepted.

Payment terms: Payable until October 1, 2018.

For questions and further information feel free to contact us any time. We are looking forward to our cooperation!

Approval issued:

(Place, Date - Signature ) Please fax the signed proposal: +49 89-38 39 67 40

MOVING ADVENTURES MEDIEN GMBH  
THALKIRCHNER STRASSE 5B, 80337 MÜNCHEN  
FON +49 (0)89 38 39 67-80  
FAX +49 (0)89 38 39 67-40

E-MAIL [INFO@MOVING-ADVENTURES.DE](mailto:INFO@MOVING-ADVENTURES.DE)  
[WWW.MOVING-ADVENTURES.DE](http://WWW.MOVING-ADVENTURES.DE)

KREISSPARKASSE BÖBLINGEN  
IBAN DE25 6035 0130 0008 1216 06  
BIC BBKDE66

SITZ DER GESELLSCHAFT MÜNCHEN  
AG MÜNCHEN HRB 135195  
USt-IDNR DE 813227747  
STEUERNUMMER 143/164/20274  
GESCHÄFTSFÜHRER  
JOACHIM HELLINGER, STEFAN MAUERER,  
THOMAS WITT

Datum	Uhrzeit	Stadt	Location
17-11-2018	20:00 Uur	Den Haag	Klimmuur Den Haag
18-11-2018	20:00 Uur	Leiden	Boulderhal Kunststof
19-11-2018	20:00 Uur	Eindhoven	Pathé Eindhoven
22-11-2018	20:00 Uur	Amsterdam	Mountain Network
23-11-2018	19:30 Uur	Nieuwegein	Mountain Network
24-11-2018	19:30 Uur	Arnhem	Mountain Network
25-11-2018	20:00 Uur	Groningen	Klimcentrum Bjoeks
19-01-2019	20:00 Uur	Rotterdam	Klimmuur Rotterdam
20-01-2019	20:00 Uur	Utrecht	Neoliet Utrecht



REEL ROCK

MOVING  
MEDIEN adventures



FOR CLIMBING ENTHUSIASTS

REEL ROCK

moving  
MEDIEN adventures

REEL ROCK FILM TOUR



TRAILER



WEBSITE





## CONCEPT



The REEL ROCK Film Tour represents topnotch climbing- boulder- and slackline films to live audiences and inspires year-to year climbing and outdoor enthusiasts all over the world!

The film Tour is the definite annual event for climbing communities globally. Peter Mortimer and Josh Lowell, the founders of the film tour, are one of the most well known producers of climbing films.

REEL ROCK = fascinating climbing-action with the international well known climbers on the big screen!

REEL ROCK

MOVING  
MEDIEN ADVENTURES



# REVIEW 2017

**REEL ROCK**

**moving**  
MEDIEN adventures

IMPRESSIONEN



REEL ROCK

MOVING  
MEDIEN ADVENTURES

IMPRESSIONEN



REEL ROCK

MOVING  
MEDIEN  
ADVENTURES

EVENTS 2017

**THE  
NETHERLANDS**  
6 Events

**AUSTRIA**  
6 Events

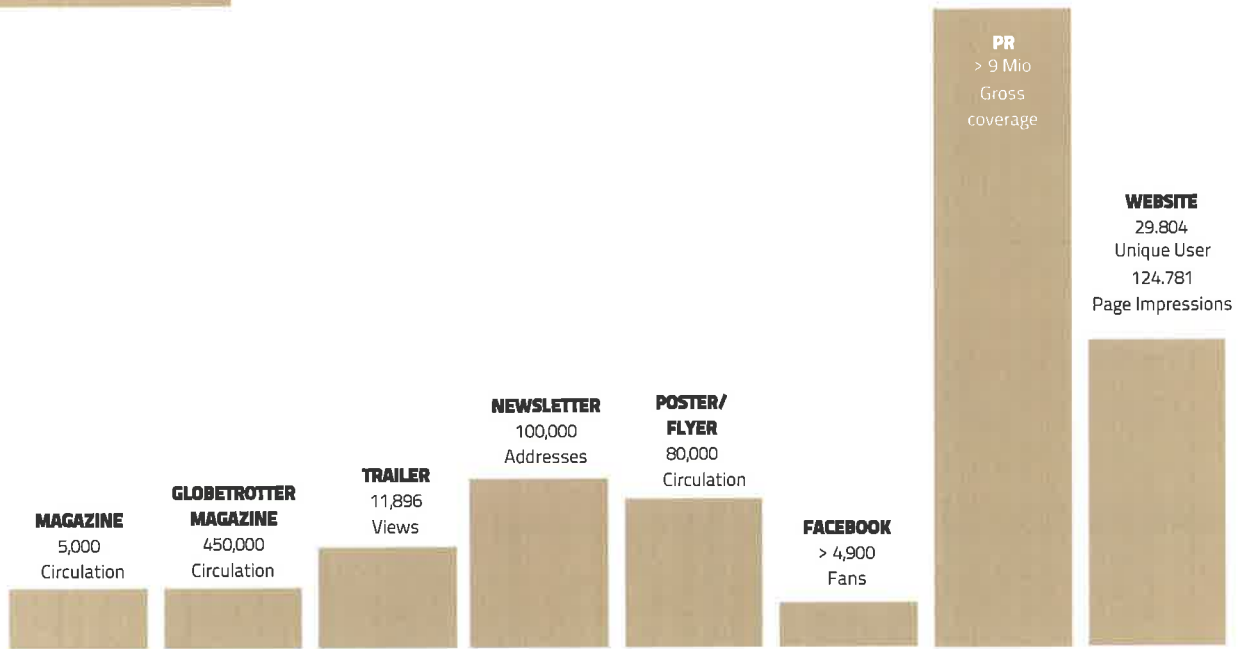
**GERMANY**  
51 Events

**ITALY**  
1 Events

**TOTAL: 2017**  
13,132 Visitors | 64 Events | 5 Countries  
**TOTAL: 2016**  
11,476 Visitors | 66 Events | 5 Countries



COVERAGE 2017



ONE TO ONE CONTACTS

GERMANY 2017

44 Cities  
51 Events  
9,427 Visitors





**FACTS & FIGURES**

**REEL ROCK**

**MOVING**  
MEDIEN ADVENTURES



PLANNED EVENTS 2018

**AUSTRIA**  
9 Events

**GERMANY**  
52 Events

**THE NETHERLANDS**  
9 Events

**EXPECTING TOTAL: 2018**

14,000 Visitors | 70 Events | 3 Countries

**REEL ROCK**

**MOVING**  
MEDIEN ADVENTURES

## KEY FACTS

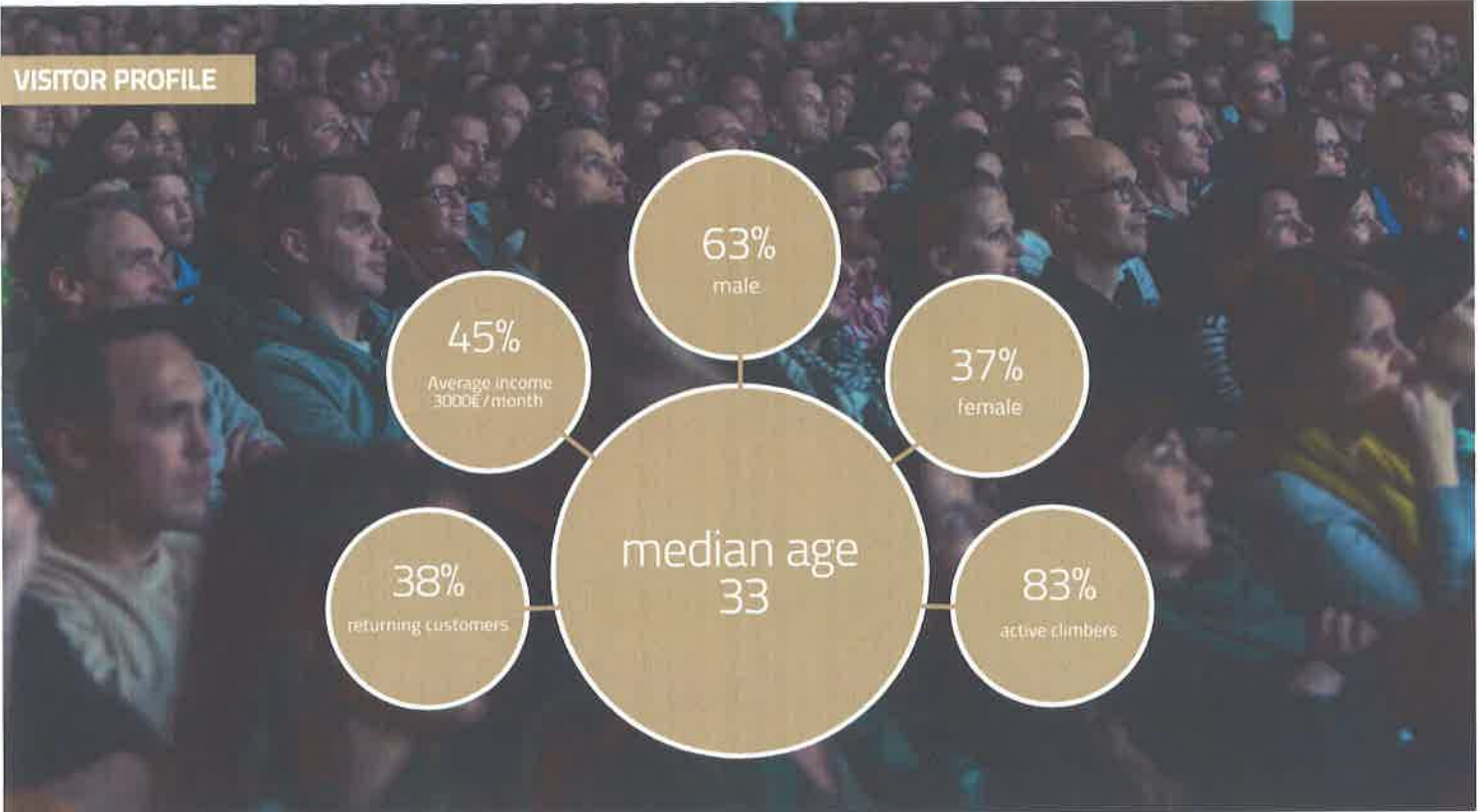
**Films:** 4-5 Films  
**Duration:** 90-120 min + intermission and moderation  
**Period: Locations:** mid of November until mid of February in climbing halls and venues (150 - 500 Personen)

**Countries:** Germany, Austria, Netherlands, Czech Republic, Italy  
**Prices:** 11 - 15 EUR  
**Advance sales/ Distribution:** Online Ticketing, Climbing Halls, retail partners  
**Begin advance sales:** Beginning of July  
**Partners:** Globetrotter Ausrüstung, Petzl, Deuter  
**Community Partner:** DAV, OeAV, NKVB, AVS  
**Media Partner:** Klettern, Globetrotter Magazine

REEL ROCK

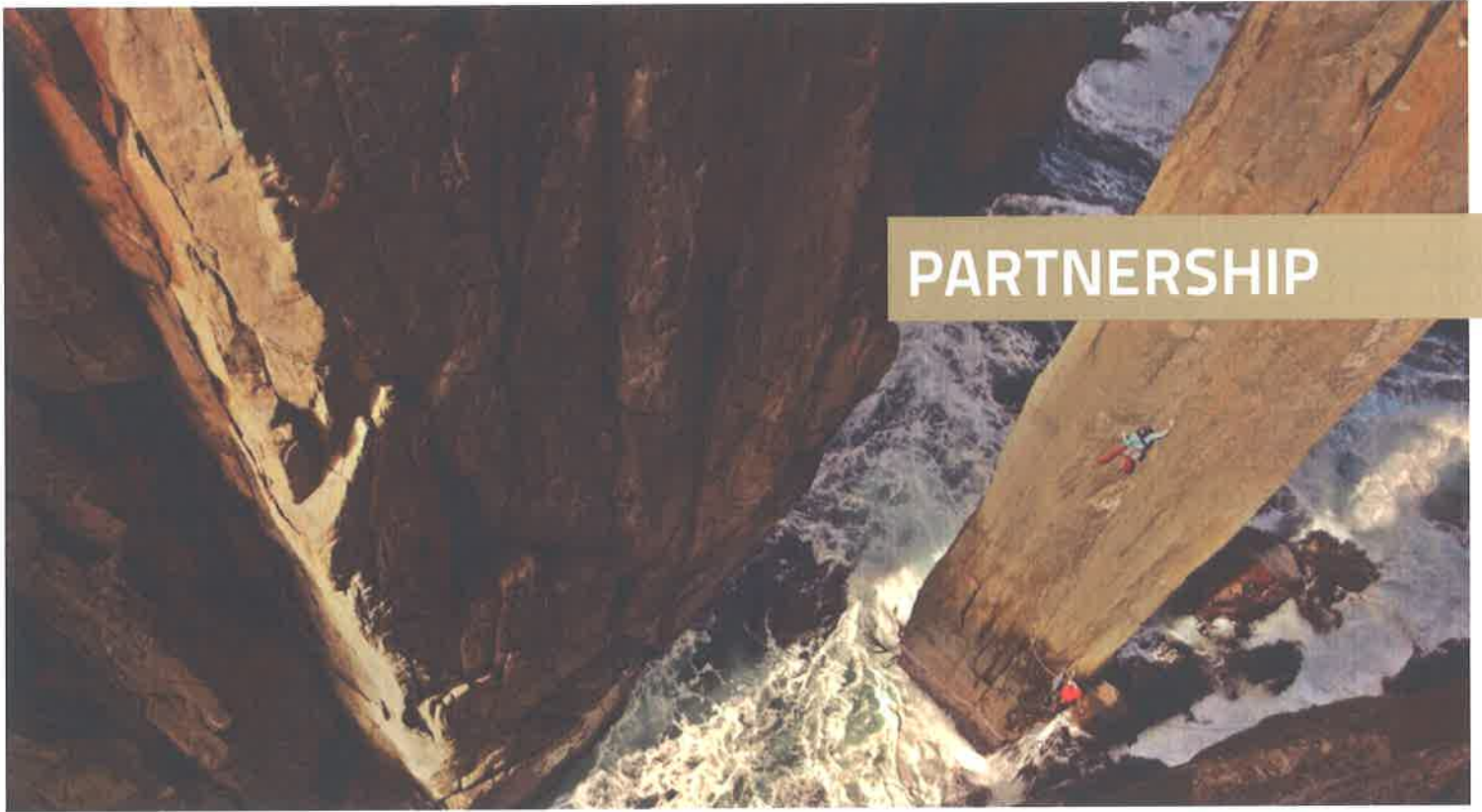
MOVING  
MEDIEN  
adventures

VISITOR PROFILE



REEL ROCK

MOVING  
MEDIEN ADVENTURES



PARTNERSHIP

REEL ROCK

moving  
MEDIA adventures

PARTNER CONSTELLATION



## THE FILMTOUR AS A MARKETING TOOL AND COMMUNICATION PLATFORM

### PROGRAM

- Spot/Trailer in film program 30 – 60"
- Logo integration in trailer and program intro
- Integration in Welcome-Chart
- ...

### PR/ONLINE

- Website presence
- Cross media communication (social media)
- Newsletter integration
- Athletes as brand ambassador „Stars on Stage“
- ...

### PRINT

- Logo integration on promotion material (poster, flyer, tickets)
- Magazine ad/ advertorial
- ...

### PROMOTION

- Price draw participation
- Booth attendance at events
- Distribution of catalogues, flyers and magazines
- Bannering at events
- Product placement at events
- ...

EXAMPLES PARTNER INTEGRATION



FILM PROGRAM/TRAILER/COMMERCIAL



MAGAZINE/FLYER



PRODUCT PLACEMENT



BANNER/PRESENCE ON LOCATION





INTERESTED?

REEL ROCK

MOVING  
MEDIA adventures



## CONTACT



### **Moving Adventures Medien GmbH**

Thalkirchner Straße 58

80337 München

+49 (0)89 38 39 67 80

[info@moving-adventures.de](mailto:info@moving-adventures.de)

[www.moving-adventures.de](http://www.moving-adventures.de)

Andrea Zwack, Tel. +49 (0)89 38 39 67 88

[marie.dolzer@moving-adventures.de](mailto:marie.dolzer@moving-adventures.de)

Miriam Beer, Mobil +49 (0)173 56 39 576

[miriam.beer@moving-adventures.de](mailto:miriam.beer@moving-adventures.de)



#### **COPYRIGHT**

DIE VORLIEGENDE PRÄSENTATION UNTERLIEGT DEN AUSSCHLIEßLICHEN RECHTEN DER MOVING ADVENTURES MEDIEN GMBH, MÜNCHEN. IHR LIEGEN EINE VIELZAHL GEWERBLICHER SCHUTZRECHTE, URHEBER- UND SONSTIGER LEISTUNGSSCHUTZRECHTE ZUGRUNDE. DIE ÜBERLASSUNG DIESER KONZEPTBESCHREIBUNG ERFOLGT AUSSCHLIEßLICH IM RAHMEN UND ZUM ZWECK EINER AUFTRAGSVORBEREITUNG UND - DURCHFÜHRUNG, UM DIE LEISTUNGSKOMPONENTEN ANZUDEUTEN BZW. ZU BESCHREIBEN. EINE DARÜBER HINAUSGEHENDE NUTZUNG IST NICHT EINGERÄUMT. JEGLICHE RECHTE ZUR NUTZUNG DIESES KONZEPTES UND DEN ZUGRUNDE LIEGENDEN STRATEGISCHEN UND GESTALTERISCHEN LEISTUNGEN BLEIBEN AUSDRÜCKLICH DEM URHEBER VORBEHALTEN. INSBESONDERE IST JEGLICHE EIGEN- UND DRITTVERWERTUNG OHNE ZUSTIMMUNG DER MOVING ADVENTURES MEDIEN GMBH UNTERSAGT UND WIRD IM FALL DER ZUWIDERHANDLUNG SOWOHL ZIVIL- ALS AUCH STRAFRECHTLICH VERFOLGT

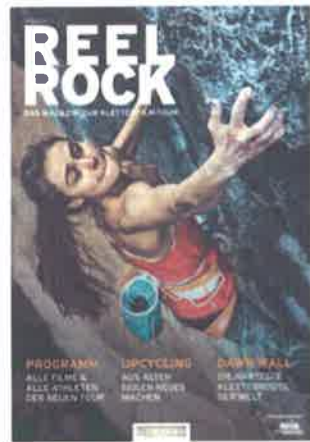


## MARKENINTEGRATION

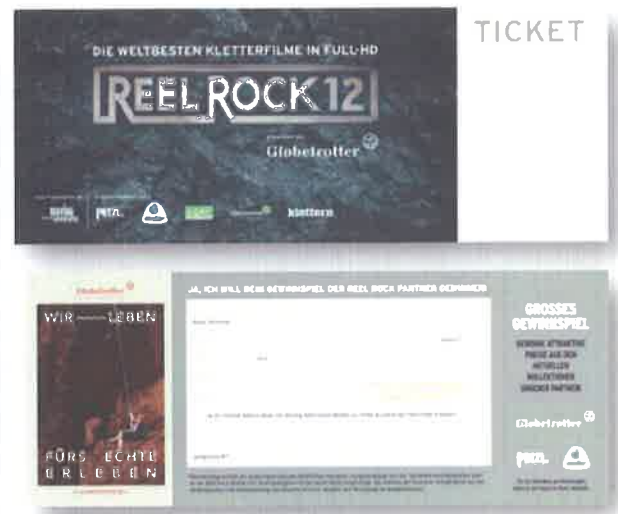
### Werbemittel - Print



Poster, DIN A1



Magazin, DIN A5, 16 Seiten

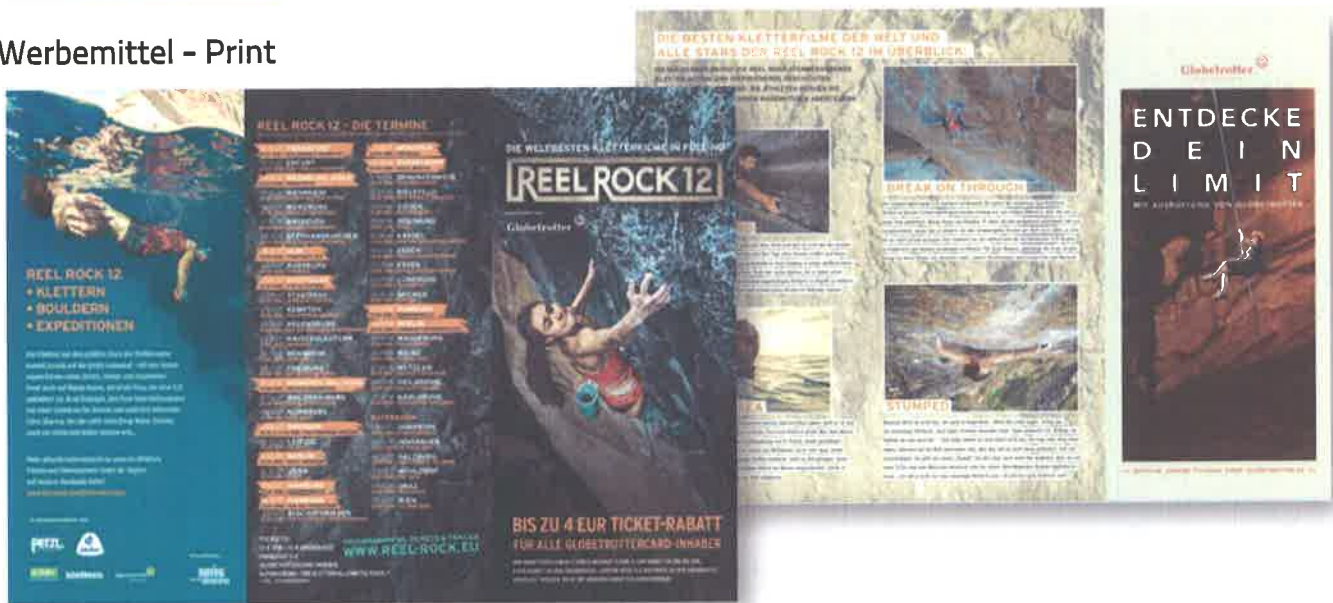


Tickets



## MARKENINTEGRATION

### Werbemittel - Print



Globetrotter Paketbeilage und Flyer, DIN lang, 6 Seiten  
 Auflage 30.000 Stück

**REEL ROCK**

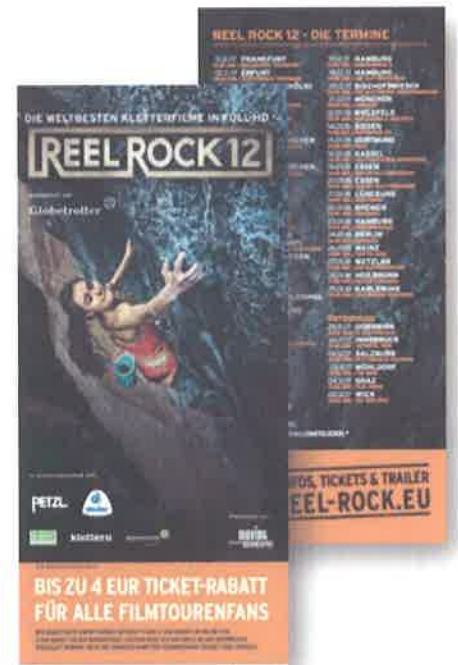
**MOVING**  
 MEDIEN ADVENTURES

MARKENINTEGRATION

Werbemittel - Print



Flyer, DIN lang, 4 Seiten

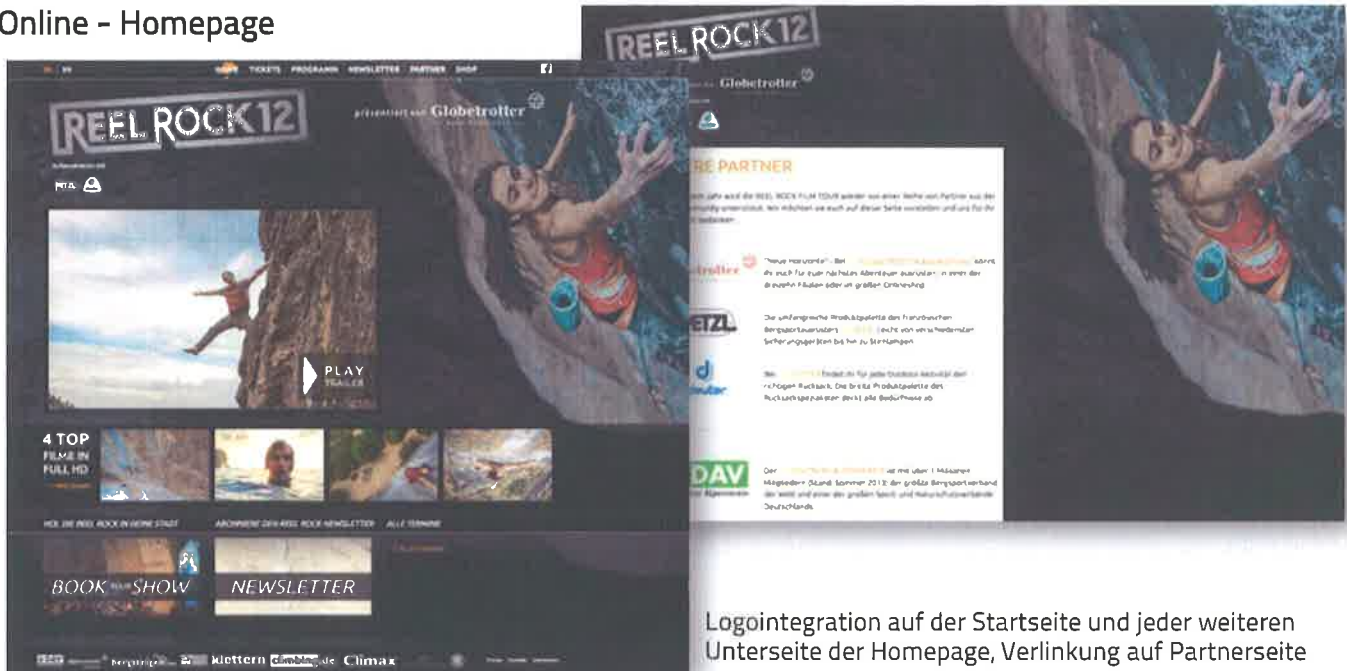


Flyer, DIN lang, 2 Seiten



## MARKENINTEGRATION

### Online - Homepage




Logointegration auf der Startseite und jeder weiteren Unterseite der Homepage, Verlinkung auf Partnerseite



MARKENINTEGRATION

Pressemitteilung



**DIE WELTBESTEN KLETTERFILME IN FULL-HD**  
**REEL ROCK 12**  
veranstaltet von: Globetrotter

**REEL ROCK 12**  
das internationale Sommerfestival für alle Fans von Kletterern zeigt die REEL ROCK 12 auf Tour durch Frankreich, Österreich und die Nordspanien.


Die 8. Auflage zeigt die spektakulärsten Kletterer aus aller Welt in den besten, herausforderndsten Situationen, wie Sie sich immer wieder über die Welt bewegen, um die schönsten Kletterplätze zu entdecken. Und es geht um die Tour der besten Kletterer in der Welt.

**WELTWEIT VERFÜGBAR**  
Der Kletterer ist ein Mensch, der sich in der Natur bewegt. Er ist ein Mensch, der die Natur liebt und die Natur liebt. Er ist ein Mensch, der die Natur liebt und die Natur liebt. Er ist ein Mensch, der die Natur liebt und die Natur liebt.

**WELTWEIT VERFÜGBAR**  
Der Kletterer ist ein Mensch, der sich in der Natur bewegt. Er ist ein Mensch, der die Natur liebt und die Natur liebt. Er ist ein Mensch, der die Natur liebt und die Natur liebt. Er ist ein Mensch, der die Natur liebt und die Natur liebt.

**WELTWEIT VERFÜGBAR**  
Der Kletterer ist ein Mensch, der sich in der Natur bewegt. Er ist ein Mensch, der die Natur liebt und die Natur liebt. Er ist ein Mensch, der die Natur liebt und die Natur liebt. Er ist ein Mensch, der die Natur liebt und die Natur liebt.

**WELTWEIT VERFÜGBAR**  
Der Kletterer ist ein Mensch, der sich in der Natur bewegt. Er ist ein Mensch, der die Natur liebt und die Natur liebt. Er ist ein Mensch, der die Natur liebt und die Natur liebt. Er ist ein Mensch, der die Natur liebt und die Natur liebt.



**DIE WELTBESTEN KLETTERFILME IN FULL-HD**  
**REEL ROCK 12**  
veranstaltet von: Globetrotter

**REEL ROCK 12**  
das internationale Sommerfestival für alle Fans von Kletterern zeigt die REEL ROCK 12 auf Tour durch Frankreich, Österreich und die Nordspanien.

Die 8. Auflage zeigt die spektakulärsten Kletterer aus aller Welt in den besten, herausforderndsten Situationen, wie Sie sich immer wieder über die Welt bewegen, um die schönsten Kletterplätze zu entdecken. Und es geht um die Tour der besten Kletterer in der Welt.

**WELTWEIT VERFÜGBAR**  
Der Kletterer ist ein Mensch, der sich in der Natur bewegt. Er ist ein Mensch, der die Natur liebt und die Natur liebt. Er ist ein Mensch, der die Natur liebt und die Natur liebt. Er ist ein Mensch, der die Natur liebt und die Natur liebt.

**WELTWEIT VERFÜGBAR**  
Der Kletterer ist ein Mensch, der sich in der Natur bewegt. Er ist ein Mensch, der die Natur liebt und die Natur liebt. Er ist ein Mensch, der die Natur liebt und die Natur liebt. Er ist ein Mensch, der die Natur liebt und die Natur liebt.

**WELTWEIT VERFÜGBAR**  
Der Kletterer ist ein Mensch, der sich in der Natur bewegt. Er ist ein Mensch, der die Natur liebt und die Natur liebt. Er ist ein Mensch, der die Natur liebt und die Natur liebt. Er ist ein Mensch, der die Natur liebt und die Natur liebt.

**WELTWEIT VERFÜGBAR**  
Der Kletterer ist ein Mensch, der sich in der Natur bewegt. Er ist ein Mensch, der die Natur liebt und die Natur liebt. Er ist ein Mensch, der die Natur liebt und die Natur liebt. Er ist ein Mensch, der die Natur liebt und die Natur liebt.





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

For Clerk's Use Only:  
AGENDA NUMBER

44

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

**FROM:** Alisha McMurtrie, Treasurer-Tax Collector

**FOR THE BOARD MEETING:** September 25, 2018

**SUBJECT:** Report of the secured tax delinquency rate within the Southern Inyo Fire Protection District's special tax assessment as of June 30, 2018.

**DEPARTMENTAL RECOMMENDATION:**

The Board should review its options to discontinue Teeter treatment of Southern Inyo Fire Protection District's special tax assessment pursuant to California Revenue and Taxation Code Section 4702.7.

**SUMMARY DISCUSSION:**

The sole purpose of this agenda item is to alert your Board that:

- 1) As of June 30, 2018, the secured tax delinquency rate within the Southern Inyo Fire Protection District (District) was 24.49%; and
- 2) As of June 30, 2018, the District Parcel Tax delinquency rate was 18.81%; and
- 3) In accordance with R&T Code Section 4702.7 and with the tax delinquency rates exceeding the 3% standard, that legal options have risen for your Board to consider.

R&T Code Section 4702.7 provides the Board with the option to discontinue Teeter treatment of any local agency's property tax assessments in the event the secured tax delinquency rate of all taxes and assessments levied within a District's geographical boundaries exceed 3% as of June 30<sup>th</sup>.

As of June 30, 2018, the secured tax delinquency rate did not exceed 3% within any other local agency's boundaries, whose assessments are enrolled and collected on the County's secured tax roll.

**ALTERNATIVES:**

Your Board can choose not to exercise its legal options and continue to extend Teeter treatment to the District. This is the recommended course of action at this time. Discontinuing the Teeter treatment of the District's special assessments would have a detrimental impact on the District's cash flow and, as a result, could severely restrict the District's ability to provide critical emergency services to the public in the far-reaching, remote areas of Inyo County.

**OTHER AGENCY INVOLVEMENT:**

Southern Inyo Fire Protection District

**FINANCING:**

A County who has opted into the Teeter Plan of property tax distribution faces the risk that the total amount of secured taxes and assessments will not be collected when due, leaving the County in the position of either funding the tax distribution shortage internally or utilizing external funding sources such as treasury loans or TRANs in order to meet the distribution obligation. In addition, the County also faces the risk that the advanced delinquent taxes and assessments will not be recovered by means of subsequent tax redemptions or the tax-defaulted sale of the parcels upon which the agency's assessments were levied.

Pursuant to the Teeter Plan, the County is required to maintain a monetary reserve that is intended to offset all or a portion of such financial losses. As of August 27, 2018, the Tax Loss Reserve Fund Balance was \$1,209,852.25.

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 8/27/18

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



## Southern Inyo Fire Protection District parcel tax delinquency FY17/18

TRA:	Par Type	Tax Chrg	Tax Collection	Delinquent \$	% Delinquent
056-003	10	\$44,004.00	(\$34,804.00)	\$9,200.00	20.91%
056-004	10	\$7,325.00	(\$6,817.50)	\$507.50	6.93%
056-009	10	\$6,594.02	(\$6,094.02)	\$500.00	7.58%
056-010	10	\$23,945.00	(\$18,756.50)	\$5,188.50	21.67%
		\$81,868.02	(\$66,472.02)	\$15,396.00	<b>18.81%</b>

**SIFPD PARCEL TAX      DISTRICT AVERAGE:      18.81%**

TRA:	Par Type	Tax Chrg	Tax Collection	Delinquent \$	% Delinquent
056-003	10	\$340,604.92	(\$243,471.15)	\$97,133.77	28.52%
056-004	10	\$69,503.78	(\$63,818.54)	\$5,685.24	8.18%
056-009	10	\$55,014.90	(\$53,907.78)	\$1,107.12	2.01%
056-010	10	\$286,385.62	(\$206,261.14)	\$80,124.48	27.98%
		\$751,509.22	(\$567,458.61)	\$184,050.61	<b>24.49%</b>

**TRA DELINQUENCY      AVERAGE      24.49%**



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 45

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

**FROM:** Alisha McMurtrie, Treasurer-Tax Collector

**FOR THE BOARD MEETING:** September 25, 2018

**SUBJECT:** 2017/2018 Annual Transient Occupancy Tax (TOT) report and Historical Collections report.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board review the 2017/2018 Annual TOT report and the Historical Collections report and direct any questions to the Treasurer-Tax Collector.

**SUMMARY DISCUSSION:**

The Treasurer-Tax Collector's office bills, collects and enforces the collection of the voter approved TOT for the unincorporated area of Inyo County. The current transient occupancy tax rate for Inyo County, excluding the incorporated City of Bishop, is 12%. The 2016/2017 geographical summary is provided for year over year analysis. Total collections for 2017/2018 reflect a decrease of -12.66% over 2016/2017. Due to the continuation of the major remodel of multiple Xanterra Corporation properties, a continued reduction in TOT receipts for the 2018/2019 fiscal year remains a concern.

**ALTERNATIVES:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

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

**DEPARTMENT HEAD SIGNATURE:** Alisha McMurtrie Date: 8/27/18  
 (Not to be signed until all approvals are received)

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

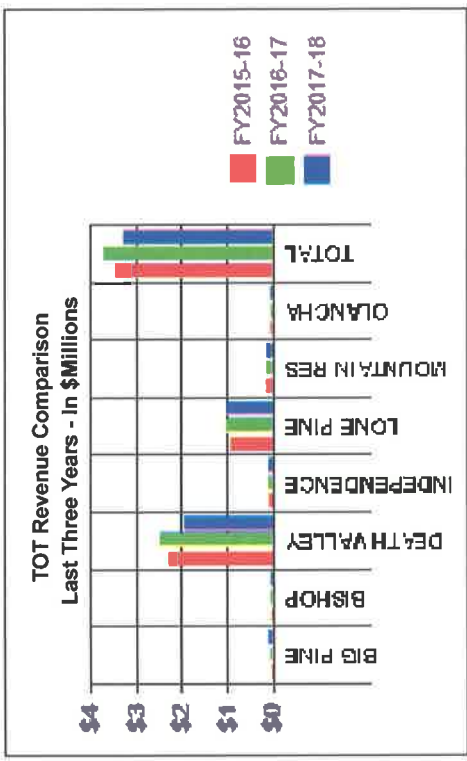
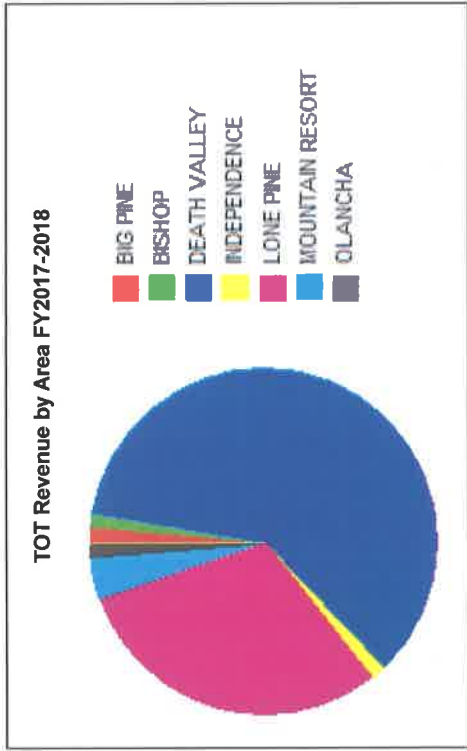


**HOTEL TRANSIENT OCCUPANCY TAX**

FISCAL YEAR 2017-2018

Summary By  
Calendar Quarter and Geographic Area

AREA	QTR END	QTR END	QTR END	QTR END	QTR END	AREA TOTALS	% Of Total Revenue
	SEP 30	DEC 31	MAR 31	JUN 30	TOTALS		
BIG PINE	\$28,247.83	\$10,311.71	\$5,796.46	\$12,071.44	\$56,427.44	1.73%	
BISHOP	\$20,651.09	\$4,537.19	\$2,291.90	\$12,912.09	\$40,392.27	1.24%	
DEATH VALLEY	\$435,034.90	\$398,727.53	\$597,983.66	\$515,507.92	\$1,947,254.01	59.76%	
INDEPENDENCE	\$28,055.40	\$7,356.02	\$4,496.40	\$11,428.65	\$51,336.47	1.58%	
LONE PINE	\$381,564.86	\$201,155.24	\$141,410.93	\$276,784.29	\$1,000,915.32	30.72%	
MOUNTAIN RESORT	\$68,100.61	\$13,456.02	\$9,870.38	\$31,407.18	\$122,834.19	3.77%	
OLANCHA	\$15,525.04	\$6,757.86	\$4,836.44	\$12,181.02	\$39,300.36	1.21%	
<b>TOTALS</b>	<b>\$977,179.73</b>	<b>\$642,301.57</b>	<b>\$766,686.17</b>	<b>\$872,292.59</b>	<b>\$3,258,460.06</b>	<b>100.00%</b>	



ALISHA McMURTRIE  
TREASURER-TAX COLLECTOR

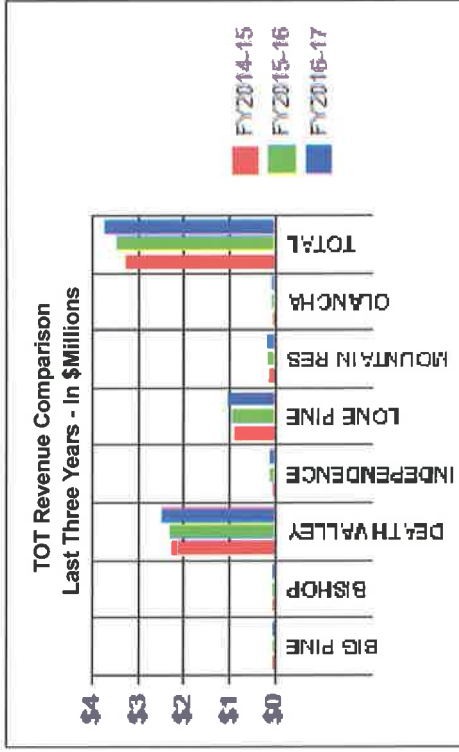
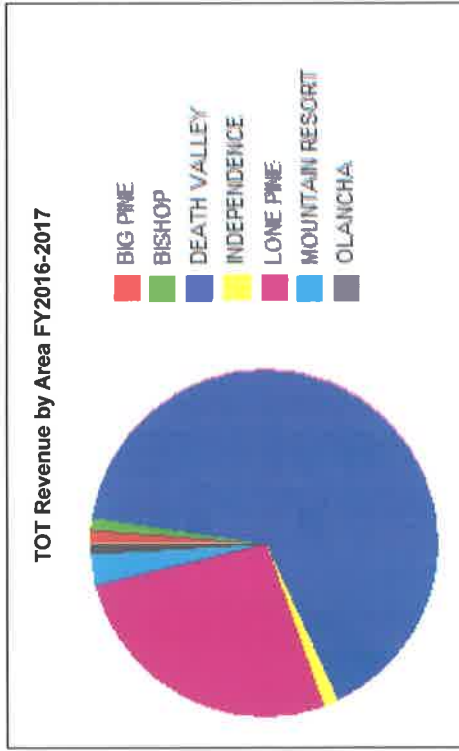


**HOTEL TRANSIENT OCCUPANCY TAX**

FISCAL YEAR 2016-2017

Summary By  
Calendar Quarter and Geographic Area

AREA	QTR END	QTR END	QTR END	QTR END	QTR END	QTR END	AREA TOTALS	% Of Total Revenue
	SEP 30	DEC 31	MAR 31	JUN 30	TOTALS			
BIG PINE	\$27,999.59	\$10,267.84	\$5,058.17	\$13,091.94	\$56,417.54			1.51%
BISHOP	\$19,336.09	\$5,253.92	\$1,317.43	\$10,478.05	\$36,385.49			0.98%
DEATH VALLEY	\$526,779.67	\$591,377.75	\$772,519.35	\$556,474.72	\$2,447,151.49			55.59%
INDEPENDENCE	\$29,457.44	\$8,357.43	\$4,457.04	\$12,340.45	\$54,612.36			1.46%
LONE PINE	\$372,840.25	\$189,547.81	\$150,856.54	\$286,301.76	\$999,546.36			26.79%
MOUNTAIN RESORT	\$66,763.13	\$9,159.35	\$6,199.78	\$28,274.31	\$110,396.57			2.96%
OLANCHA	\$9,718.04	\$4,537.96	\$3,606.22	\$8,588.04	\$26,450.26			0.71%
<b>TOTALS</b>	<b>\$1,052,894.21</b>	<b>\$818,502.06</b>	<b>\$944,014.53</b>	<b>\$915,549.27</b>	<b>\$3,730,960.07</b>			<b>100.00%</b>



ALISHA McMURTRIE  
TREASURER-TAX COLLECTOR



COUNTY OF INYO  
TREASURER-TAX COLLECTOR

ALISHA MCMURTRIE  
TREASURER-TAX  
COLLECTOR  
(P) 760-878-0312  
(F) 760-878-0311  
[inyotc@inyocounty.us](mailto:inyotc@inyocounty.us)

HOTEL TRANSIENT OCCUPANCY TAX  
History of Collections  
In The  
Unincorporated Areas  
Fiscal Years 1980/81 through 2017/18

Fiscal Year	Revenue (\$)	Amount of Change	Percentage
2017/2018	\$ 3,258,460.06	(\$472,500.01)	-12.6644%
2016/2017	\$ 3,730,960.07	\$266,058.95	7.6787%
2015/2016	\$ 3,464,901.12	\$162,170.29	4.9102%
2014/2015	\$ 3,302,730.83	\$343,824.59	11.6200%
2013/2014	\$ 2,958,906.24	\$118,733.00	4.1805%
2012/2013	\$ 2,840,173.24	(\$57,645.91)	-1.9893%
2011/2012	\$ 2,897,819.15	\$253,480.13	9.5858%
2010/2011	\$ 2,644,339.02	\$91,164.75	3.5706%
2009/2010	\$ 2,553,174.27	\$123,943.82	5.1022%
2008/2009	\$ 2,429,230.45	\$89,120.46	3.8084%
2007/2008	\$ 2,340,109.99	\$408,891.62	21.1727%
2006/2007**	\$ 1,931,218.37	\$407,676.31	26.7585%
2005/2006	\$ 1,523,542.06	\$116,399.83	8.2721%
2004/2005	\$ 1,407,142.23	\$109,234.12	8.4162%
2003/2004	\$ 1,297,908.11	\$24,298.72	1.9079%
2002/2003	\$ 1,273,609.39	(\$32,039.86)	-2.4539%
2001/2002	\$ 1,305,649.25	(\$5,004.73)	-0.3818%
2000/2001	\$ 1,310,653.98	(\$19,174.23)	-1.4419%
1999/2000	\$ 1,329,828.21	\$49,324.68	3.8520%
1998/1999	\$ 1,280,503.53	\$76,741.54	6.3751%
1997/1998	\$ 1,203,761.99	\$100,425.10	9.1019%
1996/1997	\$ 1,103,336.89	\$38,176.56	3.5841%
1995/1996	\$ 1,065,160.33	\$43,019.14	4.2087%
1994/1995	\$ 1,022,141.19	\$56,727.11	5.8759%
1993/1994	\$ 965,414.08	\$39,750.67	4.2943%
1992/1993	\$ 925,663.41	\$71,626.06	8.3868%
1991/1992	\$ 854,037.35	\$73,142.47	9.3665%
1990/1991	\$ 780,894.88	\$35,356.06	4.7423%
1989/1990	\$ 745,538.82	\$54,205.38	7.8407%
1988/1989	\$ 691,333.44	\$46,761.32	7.2546%
1987/1988	\$ 644,572.12	\$59,987.19	10.2615%
1986/1987*	\$ 584,584.93	\$169,595.35	40.8674%
1985/1986	\$ 414,989.58	\$94,315.37	29.4116%
1984/1985	\$ 320,674.21	\$7,216.86	2.3023%
1983/1984	\$ 313,457.35	\$10,504.01	3.4672%
1982/1983	\$ 302,953.34	(\$3,751.79)	-1.2233%
1981/1982	\$ 306,705.13	\$21,914.05	7.6948%
1980/1981	\$ 284,791.08	N/A	N/A

\*The rate was increased from 6% to 9% effective October 1, 1986.

\*\*The rate was increased from 9% to 12% effective January 1, 2007.