

# Agenda



## County of Inyo Board of Supervisors

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

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

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

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

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

### **November 19, 2019 - 8:30 AM**

#### 1. **PUBLIC COMMENT**

### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) of Government Code §54956.9 (*one potential case*).
3. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS –** Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

**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 A.M.
4. **PLEDGE OF ALLEGIANCE**
  5. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
  6. **PUBLIC COMMENT**
  7. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

8. **PRESENTATION** - Representatives from the Rural County Representatives of California (RCRC) will present to the Inyo County Board of Supervisors a donation for local charities, raised for the County of the RCRC Chair at the Annual RCRC Conference in September.

#### **DEPARTMENTAL - PERSONNEL ACTIONS**

9. **Child Support Services** -

Request Board:

- A) Find consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for the requested position exists in the non-general Child Support fund, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; 2) the position could be filled by internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and 3) approve the hiring of one (1) Child Support Attorney I-III, Range 81-86 (\$5,806 - \$8,302), depending upon qualifications;
- B) Change the authorized strength within the Child Support Department by deleting one (1) Child Support Supervisor, Range 72, and one (1) Child Support Officer I, Range 57; and
- C) Reclassify the Administrative Analyst II, Range 70 (\$4,660 - \$5,668 ), to a Program Manager, Range 74 (\$5,121 - \$6,225).

10. **Planning Department** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Associate Planner exists in the General Fund, as certified by the Planning Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Associate Planner at Range 74 (\$5,121 - \$6,225).

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

11. **Public Works** - Request Board approve Resolution No. 2019-53, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Onion Valley Road Storm Damage Repair Project," and authorize the Chairperson to sign.
12. **Public Works - Road Dept.** - Request Board: A) declare Perry Motors, Inc. of Bishop, CA the successful bidder for three (3) midsized 5-passenger utility AWD vehicles per Bid No. OCT-2019-SUV; and B) authorize the purchase of three (3) 2020 Toyota Rav4 LE AWD (model #4432) vehicles from Perry Motors, Inc. of Bishop, CA in an amount not to exceed \$82,009.23.
13. **Sheriff** - Request Board authorize an increase of Sheriff's Office purchasing authority with Office Depot of Los Angeles, CA by \$20,000, to a total not-to-exceed amount of \$30,000, for the purchase of office supplies and furniture.

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

14. **Water Department** - Request Board approve the 2018-2019 Lower Owens River Project (LORP) Annual Accounting Report.
15. **Sheriff** - Request Board ratify approval of the Bulletproof Vest Grant for 2018 in the amount of \$12,401.46 and the 2019 grant award for \$5,460.70.

16. **Health & Human Services - Behavioral Health -**

Request Board ratify and approve a contract between Inyo County Health and Human Services – Behavioral Health Division and Dr. Goshgarian in the amount of \$20,000 for November 1, 2019 through June 30, 2020, for the purpose of coordinated SUD services between County Substance Use Disorder counseling and the Medication Assisted Treatment Program at the NIHD RHC, and authorize the HHS Director to sign.

17. **County Counsel -**

Request Board introduce, read title, waive further reading, and potentially enact a proposed ordinance titled “An Urgency Ordinance of the Board of Supervisors, County of Inyo, State of California, adding Chapter 7.72 to the Inyo County Code, Pertaining to the Eviction of Tenants from Residential Real Property” (*4/5th vote required*). In lieu of or in addition to enacting said urgency ordinance, request that the Board: A) introduce, read title, and waive further reading of a proposed ordinance titled “An Ordinance of the Board of Supervisors, County of Inyo, State of California, adding Chapter 7.72 to the Inyo County Code, Pertaining to the Eviction of Tenants from Residential Real Property;” and B) schedule the proposed ordinance for enactment at 11:00 a.m. on November 26, 2019, in the Board of Supervisors Room, County Administrative Center, Independence, CA. Provide any desired direction to staff.

18. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of November 5, 2019.

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

19. **11 A.M. - AG COMMISSIONER** - Request Board: A) find exempt from CEQA, pursuant to the common-sense exemption and Business and Professions Code Section 26055, amendments and additions to the Inyo County Code to add "non-storefront retail" as a type of licensed commercial cannabis activity; and B) approve an ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 5.40.070 of the Inyo County Code," that authorizes "non-storefront retail" as a type of licensed commercial cannabis activity.

20. **11 A.M. - AG COMMISSIONER** - Request Board A) conduct a public hearing on the proposed commercial cannabis business license application fees; and B) approve Resolution No. 2019-54, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Adopting Commercial Cannabis Business License Application Fees," and authorize the Chairperson to sign.

21. **11 A.M. - PLANNING** - Request Board:  
A) Conduct a public hearing on a proposed ordinance to amend the Inyo County zoning code to allow for non-store front commercial cannabis delivery as a use in the General Commercial, Heavy Commercial and Light Industrial zones in the County;  
B) Approve Resolution No. 2019-55, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Finding the Proposed Project Zone Text Amending No. 2019-02 Inyo County Exempt from the Requirements of the California Environmental Quality Act;" and  
C) Introduce, waive further reading of and enact a propose ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Sections 18.06.182, 18.78.360, 18.45.030, 18.49.040, and 18.56.040 of the Inyo County Code."
22. **1:30 P.M. - BOARD OF EQUALIZATION** - The Board will recess and reconvene as the Inyo County Board of Equalization (separate agenda).

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

23. ***PUBLIC COMMENT***

**BOARD MEMBERS AND STAFF REPORTS**





# County of Inyo



## Child Support Services

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** November 19, 2019

**FROM:** Susanne Rizo

**SUBJECT:**

Request approval of Reorganization and recruitment of a Child Support Attorney I-III.

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**RECOMMENDED ACTION:**

Request Board:

- A) Find consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for the requested position exists in the non-general Child Support fund, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; 2) the position could be filled by internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and 3) approve the hiring of one (1) Child Support Attorney I-III, Range 81-86 (\$5,806 - \$8,302), depending upon qualifications;
- B) Change the authorized strength within the Child Support Department by deleting one (1) Child Support Supervisor, Range 72, and one (1) Child Support Officer I, Range 57; and
- C) Reclassify the Administrative Analyst II, Range 70 (\$4,660 - \$5,668), to a Program Manager, Range 74 (\$5,121 - \$6,225).

**SUMMARY/JUSTIFICATION:**

Our current attorney, Terry Walker, is retiring in January 2020. This recruitment is to fill her position.

The incumbent reviews and approves pleadings and practices related to establishment of child support orders and parentage, modifications, service of process, interstate reciprocity, asset liens, and all pleadings generated by our office others. The position assists with preparation of motions, and advocacy at court appearances in Bishop, Independence and Mammoth Lakes, California. On average 35 pleadings are prepared filed and served per month in Inyo and Mono County Superior Courts. In addition, the Child Support Attorney reviews and prepares client letters, meditative settlements and discusses enforcement actions with clients and caseworkers on all cases as necessary.

In addition, your Board is requested to reclassify the Administrative Analyst III position to a Program Manager position as duties the incumbent has undertaken in the wake of the vacant supervisor position are consistent with the Program Manager position.

We have two unfilled positions that we are requesting be deleted with this reorganization item.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to deny this request. However, it is not staff's recommendation to do so.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

The funding for this position will be provided through the Child Support Agency Budget 022501 and funding for this position is or will be provided for in the Board approved 2019/2020 budgets.

**ATTACHMENTS:**

**APPROVALS:**

Ursula Black	Created/Initiated - 11/7/2019
Darcy Ellis	Approved - 11/14/2019
Sue Dishion	Approved - 11/14/2019
Amy Shepherd	Approved - 11/14/2019
Susanne Rizo	Final Approval - 11/14/2019



# County of Inyo



## Planning Department

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** November 19, 2019

**FROM:**

**SUBJECT:**

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**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Associate Planner exists in the General Fund, as certified by the Planning Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Associate Planner at Range 74 (\$5,121 - \$6,225).

**SUMMARY/JUSTIFICATION:**

The Department's Associate Planner is leaving for another position. This leaves the Department absent a staff person to process planning projects. It is necessary to fill the position as soon as practicable due to the high volume of projects the Planning Department currently has. Staff requests that the Board authorize filling this vacant position as soon as possible to minimize disruptions to the Department's work plan.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could not authorize hiring an Associate Planner. This would result in delays to County projects and entitlement processing.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The position is financed primarily from the General Fund in the Planning Department budget (023800) in the Salaries and Benefits object codes. Partially offsetting these costs are revenues received for entitlement processing.

**ATTACHMENTS:**

**APPROVALS:**

Cathreen Richards  
Darcy Ellis  
Cathreen Richards  
Sue Dishion  
Amy Shepherd  
Marshall Rudolph

Created/Initiated - 11/5/2019  
Approved - 11/5/2019  
Approved - 11/11/2019  
Approved - 11/12/2019  
Approved - 11/12/2019  
Final Approval - 11/13/2019



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** November 19, 2019

**FROM:** Jacob Trauscht

**SUBJECT:** Resolution and Notice of Completion for the Onion Valley Road Storm Damage Repair Project

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**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2019-53, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Onion Valley Road Storm Damage Repair Project," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

On September 10th, 2019 the County awarded the construction contract for the Project to Spiess Construction Company, Inc. of Santa Maria, CA for a price of \$522,350.00. This project repaired damage caused in the March 2017 "Here it Comes" runoff event, and is funded by the California Disaster Assistance Act which is administered by the California Office of Emergency Services.

On November 7th, 2019 the final inspection was performed and installation was determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed improvements and authorizes the Public Works Director to record a Notice of Completion for the project. The final cost of the project is \$523,850.00. The project included a single change order for \$1,500, this amount was added in order to open the asphalt plant on a Saturday in order to finish the project before temperatures at the high elevation site decreased.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the resolution. Consequently, the project would not be formally accepted and the Notice of Completion (NOC) could not be filed. This is not recommended, because the work was satisfactorily completed, and the 5% retention cannot be paid to the contractor until the NOC is recorded.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The costs for construction will be paid through budget unit 034600: Road, object code 5712: Construction in

Progress. This project is State of California reimbursable at 75%; the remaining 25% will be covered by Inyo County Road Department SB-1 funds.

**ATTACHMENTS:**

1. Notice of Completion and Resolution\_Onion\_Valley

**APPROVALS:**

Jacob Trauscht	Created/Initiated - 11/7/2019
Darcy Ellis	Approved - 11/8/2019
Jacob Trauscht	Approved - 11/13/2019
Sue Dishion	Approved - 11/13/2019
Amy Shepherd	Approved - 11/13/2019
Marshall Rudolph	Approved - 11/13/2019
Michael Errante	Final Approval - 11/13/2019

**RESOLUTION #2019 -**

**“A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA  
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION  
FOR THE  
ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT”**

**WHEREAS**, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Onion Valley Road Storm Damage Repair Project has been completed by Spiess Construction Company, Inc. in accordance with the Project Plans and Specifications.

**NOW, THEREFORE, BE IT RESOLVED**, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Onion Valley Road Storm Damage Repair Project.

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by the following vote:

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

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Rick Pucci, Chairperson, Board of Supervisors

**ATTEST:**

Clint Quilter, Clerk of the Board

by \_\_\_\_\_  
Assistant Clerk of the Board

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department  
P. O. Drawer Q  
Independence, CA 93515**

The area above this line is for Recorder's Use

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Onion Valley Road Storm Damage Repair Project on the property hereinafter described was completed on November 8<sup>th</sup>, 2019 and was accepted by the Board of Supervisors, County of Inyo on \_\_\_\_\_.
2. The property on which the Onion Valley Road Storm Damage Repair Project has been completed and is located on Onion Valley Road, approximately 12.8 miles west of Independence, CA 93526.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, maintains the property located on Onion Valley Road, approximately 12.8 miles west of Independence, CA 93526.
4. The undersigned, Michael Errante, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted \_\_\_\_\_, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Onion Valley Road Storm Damage Repair Project, pursuant to contract with the County, is Spiess Construction Company, Inc.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions which are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated:

By: \_\_\_\_\_  
Michael Errante, Director of Public Works



**VERIFICATION**

STATE OF CALIFORNIA     )  
  ) SS.  
COUNTY OF INYO         )

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Onion Valley Road Storm Damage Repair Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity’s behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

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

\_\_\_\_\_  
Michael Errante



# County of Inyo



## Public Works - Road Dept. **CONSENT - ACTION REQUIRED**

**MEETING:** November 19, 2019

**FROM:** Trevor Taylor

**SUBJECT:** Request authorization to purchase three (3) 2020 Toyota Rav4 LE AWD vehicles

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**RECOMMENDED ACTION:**

Request Board: A) declare Perry Motors, Inc. of Bishop, CA the successful bidder for three (3) midsized 5-passenger utility AWD vehicles per Bid No. OCT-2019-SUV; and B) authorize the purchase of three (3) 2020 Toyota Rav4 LE AWD (model #4432) vehicles from Perry Motors, Inc. of Bishop, CA in an amount not to exceed \$82,009.23.

**SUMMARY/JUSTIFICATION:**

The Road Department is requesting approval to purchase three (3) new midsized 5-passenger utility AWD vehicles per Bid No. OCT-2019-SUV. The vehicles will be used to augment the Road Department's aging fleet and phase out the use of older, less reliable vehicles. The three Jeep Cherokees (1999/2000 models) that the Road Department is currently using for project transportation needs are all over 250,000 miles and are becoming increasingly less reliable for remote corners of Inyo County.

On Wednesday, October 30th, 2019, bids were opened and two (2) bids were received:

Perry Motors, Inc. of Bishop, CA	\$82,009.23
Bishop Ford of Bishop, Ca	\$83,515.23

The Road Department is recommending your Board authorize the purchase of three (3) 2020 Toyota Rav4 LE AWD vehicles to be delivered to the Road Yard in Independence. The total expense, including delivery and taxes, is not to exceed \$82,009.23.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve this purchase. This is not recommended as the Road Department has budgeted for new vehicles this fiscal year and has an immediate need for reliable means of transportation to the more rural parts of the County.

**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditor's Office

**FINANCING:**

The funding for this purchase was approved in the 19/20 FY Road Department Budget 034600, Object Code 5655, Vehicles.

**ATTACHMENTS:**

1. Bid Tab

**APPROVALS:**

Trevor Taylor	Created/Initiated - 11/4/2019
Darcy Ellis	Approved - 11/4/2019
Trevor Taylor	Approved - 11/4/2019
Breanne Nelums	Approved - 11/5/2019
Marshall Rudolph	Approved - 11/5/2019
Amy Shepherd	Approved - 11/5/2019
Chris Cash	Final Approval - 11/5/2019

# COUNTY OF INYO BID TABULATION

Project Title & Bid No. 2020 Midsize 5-Passenger Utility AWD Bid No. OCT-2019-SUV

Bid Opening Date: October 30, 2019 3:30 PM

Location: County Admin Center

	<i>BIDDER NAME</i>	<i>Total Bid</i>	<i>Bond</i>
1.	Bishop Ford	\$ 83,515.23	
2.	Perry Motors	\$ 82,009.23	
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Opened By: Darcy Ellis

Present: Travis Dean  
Greg Waters





# County of Inyo



## Sheriff

### CONSENT - ACTION REQUIRED

**MEETING:** November 19, 2019

**FROM:** Office of the Sheriff

**SUBJECT:** Increase purchase order with Office Depot.

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**RECOMMENDED ACTION:**

Request Board authorize an increase of Sheriff's Office purchasing authority with Office Depot of Los Angeles, CA by \$20,000, to a total not-to-exceed amount of \$30,000, for the purchase of office supplies and furniture.

**SUMMARY/JUSTIFICATION:**

The Sheriff's Office is a large agency operating off nearly (20) budgets. Last years expense was around \$19,000 for all department general office supplies and replacement furniture and equipment. This year, we have included in our budgets much needed replacement items for various locations. We are replacing office chairs, 24/7 chairs for dispatch and jail staff, conference room chairs, desks at multiple work stations and acquiring some new identified equipment that will improve working conditions for Sheriff staff.

According to Inyo County Purchasing and Contracting Policy and Procedure Manual Section II. Departmental Responsibilities G. Blanket Purchase Orders,

"With the additional delegation of purchase authority to Department Heads, it is anticipated that repetitive purchases may still be most appropriately handled by establishing blanket purchase orders with specific vendors. 2.) When the same vendor is used repetitively for similar service, the requesting department may be required to initiate a blanket purchase order. Such requests may be initiated by the Purchasing Agent or the Auditor as the regular use is monitored." And Section VII. Special Instructions, G. Consolidation of Departmental Requests, "Departments shall make every effort to consolidate similar goods and supplies into a single purchase requisition. In addition, the purchasing division/department may periodically issue a schedule of planned procurement solicitations for specific common products or materials. Department requests should be consolidated and submitted in accordance with these schedules. Goods and supplies shall be ordered in and consistent with future needs and available storage space." In an effort to be compliant with this policy and proactive in our spending efforts, the Sheriff's Office is requesting Board approval of the above blanket purchase order.

The issuance of this purchase order will not negate the requirement of getting verbal or written quotes for individual purchase in accordance with the County Purchasing Policy.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

In FY 2018-2019, the Sheriff's office, including: the jail, animal services, MINT, Veteran's Services, the jail kitchen, administrative center, patrol and all sub-stations expended \$18,873 with Office Depot for office supplies and replacement furniture.

At the beginning of the fiscal year, a purchase order in the amount of \$10,000 was approved for supplies. To date we have expended \$8,800 on general supplies and replacement furniture.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your board could choose deny this request. Staff does not recommend this action as we utilize the competitive pricing guidelines outlined in the purchasing policy and Office Depot is frequently the low bidder.

**OTHER AGENCY INVOLVEMENT:**

Auditor's Office  
Purchasing Office

**FINANCING:**

These invoices will be paid from multiple budgets, and object codes within our department budget authority. There is sufficient budget split between all Sheriff divisions to make these payments.

**ATTACHMENTS:**

**APPROVALS:**

Riannah Reade	Created/Initiated - 10/30/2019
Darcy Ellis	Approved - 11/1/2019
Riannah Reade	Approved - 11/4/2019
Amy Shepherd	Approved - 11/4/2019
Marshall Rudolph	Approved - 11/4/2019
Emma Bills	Approved - 11/4/2019
Jeffrey Hollowell	Final Approval - 11/4/2019



# County of Inyo



## Water Department

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** November 19, 2019

**FROM:** WATER DEPARTMENT

**SUBJECT:** APPROVAL OF 2018-2019 LORP ANNUAL ACCOUNTING REPORT

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**RECOMMENDED ACTION:**

Request Board approve the 2018-2019 Lower Owens River Project (LORP) Annual Accounting Report.

**SUMMARY/JUSTIFICATION:**

The Post Implementation Agreement (PIA) between the County of Inyo and the City of Los Angeles Department of Water and Power Concerning Operation and Funding of The Lower Owens River Project (LORP) was adopted by the City of Los Angeles Board of Water and Power Commissioners on May 18, 2010, by Resolution 010-323, and approved by the Inyo County Board of Supervisors on June 8, 2010. The PIA requires an annual accounting report that describes the work performed pursuant to the previous year's LORP Work Plan and Budget (Work Plan). The costs incurred by each party in performing such work shall be submitted to the governing board of each party or the party's designee by October 31. The accounting report identifies the difference, if any, between the actual costs incurred and the actual work performed by each party compared with the costs and work budgeted for each party identified in that year's Work Plan (Section II.J.3.a; <http://www.inyowater.org/wp-content/uploads/2012/10/LORP-Post-Imp-Agreement-May-2010.pdf>).

The primary purpose of the LORP Annual Accounting Report is to provide a basis to estimate time and expenses for the next fiscal year work plan and accounting. Under the PIA, the County of Inyo (County) and the Los Angeles Department of Water and Power (LADWP) are jointly responsible for the costs and activities specified in Section II.J.3.b. If a party fully performs its share of the work allocated in the annual LORP Work Plan, that party is in compliance with the PIA. Further, the PIA provides that there shall be no reconciliation of hours or costs if an annual accounting report or audit show that the party expended more time in performing the work than was estimated. An exception to this rule allows reconciliation for contract work that was performed for less than the amount budgeted. In that case, to reconcile the change with the approved budget, the accounting report will specify whether a payment should be made by LADWP to the County or whether the County should make a payment to LADWP. The Accounting Report will specify the account to be credited or debited (Post Implementation LORP Credit and/or LORP Trust Account; PIA Section II.J.3.c). Amendments to the Work Plan are also reconciled in the Annual Accounting Report, but there were no amendments in the 2018-2019 fiscal year.

The 2018-2019 work plan identified tasks to be carried out by the MOU consultant, and by Inyo or LADWP staff for hydrologic monitoring, biological and water quality monitoring, operations and maintenance, and range monitoring. Both Inyo County and LADWP completed all tasks and work assignments identified in the Work Plan.

The 2018-2019 LORP Work Plan and associated \$553,142 Budget was adopted by the Inyo/LA Technical Group on April 12, 2018. The County's projected contribution was \$141,700 and LADWP's was \$411,442. Actual expenditures were \$319,628, with the County contributing \$120,552 and LADWP \$199,075 (Table 1). The MOU Consultants' charges, paid by the County were \$9,244 less than budgeted, so half of that amount (\$4,622) will be credited to LADWP. LADWP budgeted \$10,000 for a rodent control contract and \$18,000 was spent. Per the PIA Section II.J.3.c., costs for contracted work are adjusted only when contract work is less than the amount in the approved budget, not for increased contract costs unless agreed upon by both parties. The LORP credit will not be adjusted for the additional funds expended by LADWP for rodent control. The mosquito abatement contract came in under budget, but the costs were split evenly by the parties and no adjustment to the LORP credit is necessary. To reconcile accounts, the total difference in budgeted expenses between the County and LADWP, after accounting for reconciled consultant costs, divided by the two parties is \$139,493. This amount will be deducted from the County's LORP credit.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

LADWP

**FINANCING:**

As of October 31, 2019, the LORP Credit balance, held by LADWP, after deducting the 2018-2019 LORP expenses of \$139,493, and making a 4% adjustment based on the April 2018 Los Angeles-Anaheim-Riverside All Urban Consumers Price Index, is \$1,037,389.00. The balance of the LORP Post-Implementation Trust Account, held by the County of Inyo Treasury is \$2,432,319.69 as of October 22, 2018. The sum of accounts, \$3,469,708.69 with interest and indexing, is available to fund the County's LORP costs, trust account costs, and funding for the MOU Consultants through the term of the Funding Agreement ending July 11, 2022.

**ATTACHMENTS:**

1. 2018-19 LORP AccountingReport-FINAL110519

**APPROVALS:**

Laura Piper	Created/Initiated - 11/6/2019
Aaron Steinwand	Approved - 11/6/2019
Marshall Rudolph	Approved - 11/6/2019
Amy Shepherd	Approved - 11/6/2019
Darcy Ellis	Approved - 11/8/2019
Aaron Steinwand	Final Approval - 11/8/2019



**Lower Owens River Project  
2018-2019 Work Plan  
Annual Accounting Report**

**Prepared by Inyo County Water Department  
and  
Los Angeles Department of Water and Power**

**November 4, 2019**

## **Executive Summary**

*The Agreement Between the County of Inyo and the City of Los Angeles Department of Water and Power Concerning Operation and Funding of the Lower Owens River Project* (Post-Implementation Agreement or PIA) requires an annual accounting report that describes the work performed pursuant to the previous year's approved Work Plan, and the costs incurred by each Party in performing such work be submitted to the governing board of each Party or the Party's designee by October 31. The Lower Owens River Project Work Plan, Budget, and Schedule, 2018-2019 Fiscal Year (2018-2019 LORP Work Plan and Budget) contained the following categories of tasks under maintenance and monitoring: operations and maintenance, hydrologic monitoring, biological/water quality monitoring, range monitoring, mosquito abatement, noxious species control, and rodent control. It also provided a work plan and budget for the professional services of the LORP MOU Consultants.

## **Background**

The Post-Implementation Agreement, which was adopted by the City of Los Angeles Board of Water and Power Commissioners on May 18, 2010, by Resolution 010-323, and approved by the Inyo County Board of Supervisors on June 8, 2010, requires an annual accounting report that describes the work performed pursuant to the previous year's approved Work Plan, and the costs incurred by each Party in performing such work shall be submitted to the governing board of each Party or the Party's designee. The accounting report will identify the difference, if any, between the actual costs incurred by each Party and the actual work performed by each Party as compared to the costs and work for that Party that were identified in that year's approved Work Plan and Budget (PIA Section II.J.3.a). The purpose of the accounting report is to inform the preparation of future work plans.

Under the Post-Implementation Agreement, the County of Inyo (County) and the Los Angeles Department of Water and Power (LADWP) are jointly responsible for the costs and activities specified in PIA Section II.J.3.b. If a Party fully performs the share of the work allocated to it in the annual Work Plan budget that party is in compliance with this agreement. Further, except for payments to contractors, there shall be no reconciliation of hours or costs even if an annual accounting report or audit show that the Party expended more time in performing the work than was estimated.

## **2018-2019 Accounting and Adjustment**

The 2018-2019 LORP Work Plan and associated \$553,142 Budget was adopted by the Inyo/LA Technical Group on April 22, 2018. The County's projected contribution was \$141,700 and LADWP's was \$411,442. Actual expenditures were \$319,628, with the County contributing \$120,552 and LADWP \$199,075 (Table 1). The MOU Consultants' charges, paid by the County were \$9,244 less than budgeted, so half of that amount (\$4,622) will be credited to LADWP. LADWP budgeted \$10,000 for a Rodent Control contract and \$18,000 was spent. Per the Post- Implementation Agreement Section II.J.3.c., costs for contracted work are adjusted only when contract work is less than the amount budgeted in the approved budget, not for increased contract costs unless agreed upon by both parties; therefore, the LORP credit will not be adjusted for the additional funds expended by LADWP for rodent control, or for the mosquito abatement contract, which came in under budget, but the costs were split evenly by the parties. To reconcile accounts, the total difference in budgeted expenses between the County and LADWP, accounting for reconciled consultant costs, divided by the two parties is \$139,493. This amount will be deducted from the County's LORP credit.

**Table 1. Monitoring and Adaptive Management Budget from LORP Work Plan, Budgeted vs. Actual Expenses, 2018-2019 Fiscal Year**

<b>Inyo County</b>	<b>Budgeted Staff Work Days</b>	<b>Actual Staff Work Days</b>	<b>Budgeted Value of Staff Time, Materials, and Equipment</b>	<b>Actual Value of Staff Time, Materials, and Equipment</b>
Biologic and Water Quality	84	138	\$0	-
Mosquito Abatement	-	-	\$30,000	\$18,096
MOU Consultant	-	-	\$61,700	\$52,456
Noxious Species Control	-	-	\$50,000	\$50,000
<b>Inyo County Totals</b>	<b>84</b>	<b>138</b>	<b>\$141,700</b>	<b>\$ 120,552</b>
<b>LADWP</b>	<b>Budgeted Staff Work Days</b>	<b>Actual Staff Work Days</b>	<b>Budgeted Value of Staff Time, Materials, and Equipment</b>	<b>Actual Value of Staff Time, Materials, and Equipment</b>
Hydrologic Monitoring	-	-	\$77,160	\$68,938
Biologic and Water Quality	84	136	\$0	-
Operations and Maintenance	-	-	\$294,282	\$94,041
Mosquito Abatement	-	-	\$30,000	\$18,096
Rodent Control	-	-	\$10,000	\$18,000
LADWP Totals	<b>84</b>	136	<b>\$411,442</b>	<b>\$199,075</b>
<b>Combined Total</b>	<b>168</b>	<b>274</b>	<b>\$553,142</b>	<b>\$ 319,628</b>
Inyo County Credit Adjustment (1/2 of the Difference in Expenditures between Inyo County and LADWP)			<b>(\$139,493)</b>	

## **Section 1. Budget Summary by Individual Work Group**

### **Operations and Maintenance, LADWP**

Maintenance activities consist of cleaning water measurement facilities, cleaning sediment and aquatic vegetation from ditches, mowing ditch margins, fence repair, and adjustments to flow control structures. Operation activities consist of setting and checking flows. Estimates of the level of effort necessary for maintenance are adjusted as required by Section II.D of the Post-Implementation Agreement, which allows that costs for maintenance of ditches, spillgates, and control structures that are above the baseline costs for facilities in the river corridor and Blackrock Waterfowl Management Area (BWMA) shall be shared. The estimated 2018-2019 costs for river corridor and BWMA facilities were \$442,456. This figure reduced by the combined CPI-adjusted baseline costs (Table 3) for the river corridor and BWMA facilities is \$294,282.

Actual costs for operations and maintenance activities in the LORP in the 2018-2019 fiscal year were \$242,215. This amount reduced by the CPI- adjusted baseline costs is \$94,041. Much of this work focused on cleaning, repairs, and maintenance of the Thibaut Spillgate as well as ongoing aqueduct and reservoir keeper labor for patrols and flow changes for the project. Similar to 2017, 2019 was a high runoff year and LADWP had to prioritize water spreading over regular maintenance of LORP facilities. Although some of this water spreading occurred within the LORP project boundaries, it is not accounted as a LORP charge. 2018-2019 O&M demands were not typical and might not serve as the best reference for estimating future LORP budgets.

#### **Hydrologic Monitoring, LADWP**

LADWP budgeted a total of \$77,160 for hydrologic monitoring in the 2018-2019 fiscal year. The actual cost was \$68,938. (Table 4).

#### **Biological Monitoring, Inyo County and LADWP**

Monitoring, analysis, and report preparation were jointly conducted by the County and LADWP. Eighty-four staff work days were budgeted to each agency for a total of 168 people-days. The actual number of people-days spent by the County was 138 and by LADWP 136 for a total 274 days (Table 5). The majority of LADWP's time was spent on mapping of the river riparian, the river delta, and Blackrock Waterfowl Management Area. The County focused on an all-years assessment of woody recruitment sites and avian surveys in the delta and in Blackrock. Although LADWP and the County's actual efforts were well balanced, the amount of time required to complete the biological tasks was significantly greater than was estimated. The woody recruitment study and the analysis and reporting related to field work, mapping, and the habitat indicator species assessment took considerably longer than had been estimated.

Although not budgeted, Inyo County staff took river water quality samples and observed for fish stress during the period of the seasonal habitat flow.

#### **Range Monitoring**

Range monitoring (utilization, range trend monitoring, and irrigated pasture condition scoring) described in the MAMP was conducted by LADWP and is not a shared cost, and was therefore not budgeted for in the 2018-2019 LORP Work Plan and Budget. However, actual people days necessary to conduct this work are shown in Table 6.

#### **Mosquito Abatement**

During the 2018-2019 Fiscal Year, the Inyo Mono Agricultural Agent charged LADWP and Inyo County a combined total of \$36,192.60 for mosquito abatement activities in the LORP, which is \$23,807.40 less than the \$60,000 budgeted (split \$30,000 LADWP and \$30,000 Inyo County). According to the Inyo and Mono Counties Agricultural Commissioner's Office (CAC), the amount billed does not reflect the amount budgeted because of a seasonal staffing issue. The IMAC was unable to staff a seasonal position for part of the 2018-2019 season. In addition, the previous Project Coordinator left in February 2019 and the position was not filled until July 2020. This caused a delay in the standard responsibilities of the position, including compilation of field reports and invoicing, and an auditing process of the previous year's accounting is just now occurring.

#### **Noxious Weeds**

During the 2018-2019 fiscal year, Inyo County paid a total of \$50,000 for Noxious Species Control in the LORP.

#### **LORP MOU Consultants (Inyo County)**

Three tasks and travel related costs were described in the 2018-2019 LORP Work Plan and Budget and \$61,700 was budgeted for these efforts. The charges for these services totaled \$52,456 as shown in Table 7. The \$9,244 difference was reconciled by splitting the amount under-budget between the County and LADWP.

**Table 2. LORP Operations and Maintenance Summary of Actual Expenditures, 2018-2019 Fiscal Year**

Location/Activity	Total Labor	Total Equipment
<b>River</b>		
Measuring Station Maintenance	\$0.00	\$0.00
Intake Spillgate	\$2,986.22	\$5,109.51
Thibaut Spillgate and Ditch	\$19,264.99	\$22,180.12
Independence Spillgate and Ditch	\$0.00	\$0.00
Locust Spillgate and Ditch	\$0.00	\$0.00
Georges Ditch	\$0.00	\$0.00
Alabama Spillgate	\$5,595.30	\$7,528.86
Delta Spillgate	\$3,393.60	\$1,088.00
<b>River Subtotal</b>	<b>\$31,240.11</b>	<b>\$35,906.49</b>
<b>Blackrock Waterfowl Management Area</b>		
Blackrock Ditch	\$7,315.31	\$5,435.59
Patrol & Flow Changes (River and BWMA)	\$113,675.20	\$42,010.40
Fence Maintenance (River and BWMA)	\$3,470.00	\$3,162.00
<b>BWMA Subtotal</b>	<b>\$124,460.51</b>	<b>\$50,607.99</b>
<b>TOTALS</b>		
River Total	\$67,146.60	
BWMA Total	\$175,068.49	
Total O and M	\$242,215.09	
<b>CPI Adjusted O and M</b>	<b>\$94,040.83</b>	

**Table 3. LORP Operations and Maintenance Cost Adjustment, 2018-2019 Fiscal Year\***

CPI Adjustment	River	BWMA	Combined Adj.
<b>Baseline Costs (per Post Implementation)</b>	\$56,863.00	\$62,798.00	\$119,661.00
2006-2007 4.5%	\$59,421.84	\$65,623.91	\$125,045.75
2007-2008 3.1%	\$61,263.91	\$67,658.25	\$128,922.16
2008-2009 -1.3%	\$60,467.48	\$66,778.69	\$127,246.17
2009-2010 0.9%	\$61,011.69	\$67,379.70	\$128,391.39
2010-2011 0.7%	\$61,438.77	\$67,851.36	\$129,290.13
2011-2012 3.0%	\$63,281.93	\$69,886.90	\$133,168.83
2012-2013 2.1 %	\$64,610.85	\$71,354.53	\$135,965.38
2013-2014 0.4%	\$64,869.30	\$71,639.94	\$136,509.24
2014-2015 1.3%	\$65,712.60	\$72,571.26	\$138,283.86
2015-2016 1.6%	\$66,764.00	\$73,732.40	\$140,496.40
2016-2017 1.8%	\$67,965.75	\$75,059.59	\$143,025.34
2017-2018 3.6%	\$70,412.52	\$77,761.73	\$148,174.25

\*Adjusted up or down based on the November Los Angeles-Anaheim-Riverside All Urban Consumers Price Index ([https://www.bls.gov/regions/west/news-release/consumerpriceindex\\_losangeles.htm](https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm))

**Table 4. LORP Hydrologic Monitoring, Budgeted vs. Actual Expenditures, 2018-2019 Fiscal Year**

Area or Action	Budgeted Labor Costs	Budgeted Equipment Costs	Total Budgeted Costs	Total Actual Costs
<b>HYDRO OPERATIONS</b>				
River Stations	\$ 11,180	\$ 1,040	\$ 12,220.00	\$ 13,416.00
Seasonal Habitat	\$ 8,600	\$ 800	\$ 9,400.00	\$ -
Off River Lakes & Ponds	\$ 3,010	\$ 280	\$ 3,290.00	\$ 3,449.00
Flow to Delta	\$ 860	\$ 80	\$ 940.00	\$ 3.00
Blackrock Waterfowl	\$ 6,020	\$ 560	\$ 6,580.00	\$ 3,738.00
Reporting Compliance	\$ 3,010	\$ 280	\$ 3,290.00	\$ 2,849.00
<b>HYDRO MAINTENANCE</b>				
River Stations	\$ 1,720	\$ 4,960	\$ 6,680.00	\$ 2,338.00
Off River Lakes & Ponds	\$ 860	\$ 80	\$ 940.00	\$ -
Flow to Delta	\$ 1,720	\$ 1,160	\$ 2,880.00	\$ 1,001.00
Blackrock Waterfowl	\$ 860	\$ 3,080	\$ 3,940.00	\$ -
<b>ENGINEERING HYDRO SUPPORT</b>				
Reporting Compliance	\$ 27,000	\$ -	\$ 27,000.00	\$ 42,144.00
<b>Total Hydro Budget</b>			<b>\$ 77,160.00</b>	<b>\$ 68,938.00</b>

Table 5. LORP Biological and Water Quality, Time Budgeted vs. Actual, 2018-2019 Fiscal Year

BIOLOGICAL MONITORING	Budgeted			Actual		
	Total Days	Inyo Days	LA Days	Total Days	Inyo Days	LA Days
<b>River</b>						
Landscape Vegetation Mapping	30	-	30	42	-	42
Modified RAS (Woody Recruitment/Saltcedar)	30	30	-	66	66	-
<b>Total Person Days on Task</b>	<b>60</b>	<b>30</b>	<b>30</b>	<b>108</b>	<b>66</b>	<b>42</b>
<b>Blackrock</b>						
Waterfowl Area Acreage	16	8	8	16	8	8
Landscape Vegetation Mapping	15	-	15	14	-	14
Avian Census	9	9	-	9	5	4
<b>Total Person Days on Task</b>	<b>40</b>	<b>17</b>	<b>23</b>	<b>39</b>	<b>13</b>	<b>26</b>
<b>Delta</b>						
Landscape Vegetation Mapping	15	-	15	18	-	18
Avian Census	18	18	-	16	10	6
<b>Total Person Days on Task</b>	<b>33</b>	<b>18</b>	<b>15</b>	<b>34</b>	<b>10</b>	<b>24</b>
<b>Analysis and Reporting and Annual Report Preparation.</b>						
Landscape Vegetation Mapping	10	-	10	17	1	16
Modified RAS	6	6	-	10	10	-
Waterfowl Area Acreage	1	-	1	3	3	-
Avian Census Results (BWMA and DHA)	3	3	-	18	10	8
Habitat Indicator Species Analysis (Delta)	15	10	5	45	25	20
<b>Total Person Days on Task</b>	<b>35</b>	<b>19</b>	<b>16</b>	<b>93</b>	<b>49</b>	<b>44</b>
<b>Total Person Days on Project</b>	<b>168</b>	<b>84</b>	<b>84</b>	<b>274</b>	<b>138</b>	<b>136</b>

**Table 6. LORP Range Monitoring, Time Budgeted vs. Actual, 2018-2019 Fiscal Year (LADWP only)**

<b>Task</b>	<b>Budgeted People-Days</b>	<b>Actual People-Days</b>
Utilization	45	45
Irrigated Pasture Condition	5	2
Range Trend	67	20
Analysis and Reporting	37	22
<b>Total</b>	<b>154</b>	<b>89</b>

**Table 7. LORP MOU Consultants, Budgeted vs. Actual Expenses, 2018-2019 Fiscal Year**

		<b>Budgeted</b>	<b>Actual</b>
<b>Task 1</b>	River and Wetlands Site Visit	\$5,000	\$5,000
<b>Task 2</b>	Annual Report Evaluation and Adaptive Management Recommendations	\$46,250	\$46,250
<b>Task 3</b>	Meetings, Travel, Expenses	\$10,450	\$1,206
<b>TOTAL</b>		<b>\$61,700</b>	<b>\$52,456</b>

## **Section 2. Adaptive Management**

There was no Adaptive Management proposed under the LORP 2018-2019 Work Plan and Budget.





# County of Inyo



## Sheriff

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** November 19, 2019

**FROM:** Office of the Sheriff

**SUBJECT:** Ratify the approval of the acceptance of the Bullet Proof Vest Program award.

---

**RECOMMENDED ACTION:**

Request Board ratify approval of the Bulletproof Vest Grant for 2018 in the amount of \$12,401.46 and the 2019 grant award for \$5,460.70.

**SUMMARY/JUSTIFICATION:**

The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998, is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. The purpose of the BVP Program is to reimburse states, counties, federally recognized tribes, cities, and local jurisdictions up to 50% of the cost of body armor vests purchased for law enforcement officers.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The Sheriff's office was awarded \$12,401.46 during the 2018 BVP award cycle and \$5,460.70 during the 2019 BVP award cycle. We are requesting ratification of the acceptance of the awards for 2018 and 2019.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your board could choose to deny this request. Staff does not recommend this action. Acceptance of the grant awards will minimize the impact to the general fund.

**OTHER AGENCY INVOLVEMENT:**

Auditor's Office  
Board of Supervisor's  
Budget Officer  
County Counsel

**FINANCING:**

If approved the award will be included in the mid year budget.

**ATTACHMENTS:**

1. 20191015 BVP AWARD\_001
2. BVP\_GuidanceOverview

**APPROVALS:**

Riannah Reade

Darcy Ellis

Riannah Reade

Amy Shepherd

Marshall Rudolph

Jeffrey Hollowell

Created/Initiated - 10/31/2019

Approved - 11/1/2019

Approved - 11/4/2019

Approved - 11/4/2019

Approved - 11/5/2019

Final Approval - 11/6/2019

# STATUS

This "Status" page shows any pending actions that must be completed prior to program deadlines. It also provides you with payment(s) status for tracking your requests for approved funds.

- Red !'s indicate your attention is needed in order to complete a task for action.

## CURRENT ACTIVITY STATUS

Application

✓ Approved by BVP

[View Details](#)

## AVAILABLE AWARDS

ATTN	Fiscal Year ↕	Award Amount ↕	Total Paid ↕	Total Requests ↕	Eligible Balance ↕	Expiration Date
!	2018	\$12,401.46	\$0.00	\$0.00	\$12,401.46	08/31/2020
	2019	\$5,460.70	\$0.00	\$0.00	\$5,460.70	08/31/2021

## Bulletproof Vest Partnership (BVP) Overview

**BVP Website:** <https://ojp.gov/bvpbasi/>

**BVP Helpdesk:** 1-877-758-3787 / **Email:** [vests@usdoj.gov](mailto:vests@usdoj.gov)

**(Updated April 2019)**

The purpose of the Bulletproof Vest Partnership (BVP) Program is to reimburse states, counties, federally recognized tribes, cities, and local jurisdictions up to 50% of the cost of body armor vests purchased for law enforcement officers. Since 1999, over 13,000 jurisdictions have participated in the BVP Program, with a total of \$467 million in federal funds for the purchase of over one million vests (1,349,813 vests as of January 2019).

From FY 2015 through FY 2018, protective vests were directly attributable to saving the lives of at least 146 law enforcement and corrections officers (based on data collected by the Office of Justice Programs). Twenty-six of those vests were purchased, in part, with BVP funds.

**1. Eligible Applicants:** Any recognized unit of general government (states, counties, federally recognized tribes, cities, and local jurisdictions) recognized by the U.S. Census Bureau that employs law enforcement officers.

**2. Law Enforcement Officer Definition:** The term 'Law Enforcement Officer' means any officer, agent, or employee of a State, unit of local government, or federally recognized tribes authorized by law or by a government agency to engage in or supervise the prevention, detection, or investigation of any violation of criminal law, or authorized by law to supervise sentenced criminal offenders. This includes full, part-time and auxiliary personnel, whether paid or volunteer.

**3. Application Period:** The BVP application usually opens in April and closes six weeks from the opening date. The BVP application only opens once per year. The BVP website has user guides and checklists for each step of the BVP application process: <https://ojp.gov/bvpbasi/bvpprogramresources.htm>.

**4. Award Process:** When a BVP recipient is notified of an award amount, the funds are not disbursed until the recipient logs into the BVP site and provides the receipt information for the vests. Once the payment request is made, BJA reviews the request for accuracy and completes payments on a monthly schedule. BVP funds will be available for drawdown for two years from the time of the award announcement.

**5. Small Jurisdiction Priority Funding:** Current legislation allocates funds first to jurisdictions with less than 100,000 residents. Please see the BVP legislation for details: <https://ojp.gov/bvpbasi/docs/106.pdf>.

**6. Vest Requirements:** In order to qualify for this reimbursement, body armor must comply with the most current National Institute of Justice [JTIC - Ballistic Armor Compliant Product List](#) (NIJ) body armor standards, as of the date the body armor was ordered.

**7. SWAT vests/tactical armor vest eligibility:** BVP funds can be used for tactical-level armor, but for only one vest per officer in a replacement cycle. If the agency purchases a tactical level vest for an officer, it must be the officer's primary vest. The agency cannot then use BVP funds to purchase a regular duty vest for the same officer during the same replacement cycle.

**8. Mandatory Wear Policy:** BJA will continue the existing policy that requires a written mandatory wear policy for uniformed patrol officers in place when the FY 2019 BVP applications are submitted. There are no requirements regarding the nature of the policy other than it **specify when mandatory wear is required** for uniformed officers on duty. Please see the Mandatory Wear FAQs for details: <https://ojp.gov/bvpbasi/docs/FAQsBVP MandatoryWearPolicy.pdf>.

**9. Uniquely Fitted Vest Requirement:** Jurisdictions receiving funding for reimbursement of body armor purchases must have in place a uniquely fitted vest requirement when the FY 2019 BVP applications are submitted. Please see the unique fit FAQ for details: [https://ojp.gov/bvpbasi/bvpfaqs\\_applguidelines\\_01.htm](https://ojp.gov/bvpbasi/bvpfaqs_applguidelines_01.htm).

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# County of Inyo



## Health & Human Services - Behavioral Health

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** November 19, 2019

**FROM:** Rhiannon Baker

**SUBJECT:** Contract with Dr. Goshgarian for Coordinated SUD Medical Director Services

---

**RECOMMENDED ACTION:**

Request Board ratify and approve a contract between Inyo County Health and Human Services – Behavioral Health Division and Dr. Goshgarian in the amount of \$20,000 for November 1, 2019 through June 30, 2020, for the purpose of coordinated SUD services between County Substance Use Disorder counseling and the Medication Assisted Treatment Program at the NIHD RHC, and authorize the HHS Director to sign.

**SUMMARY/JUSTIFICATION:**

Inyo County HHS and our partner organizations at Northern Inyo Hospital and the Rural Health Clinic, are working to rapidly build capacity to address our community's growing substance use disorder problem. Just this year, Northern Inyo Hospital received an ED Bridge Grant from the Substance Abuse and Mental Health Services Administration to build capacity in the emergency department, the Rural Health Clinic launched a MAT program, and our HHS SUD department is on the brink of launching our intensive outpatient care program.

The ED Bridge Program at NIH and the MAT program at the RHC are coordinated through the work of Dr. Anne Goshgarian, an ED physician who has expanded her scope to sit at the center of SUD care among Bishop's community-based providers. Inyo County HHS has approached Dr. Goshgarian about her willingness to also provide some medical oversight to the Inyo County HHS SUD program on a limited basis, in order to maximize coordination between our agency's SUD program, the MAT program and physical health care at the RHC, and the ED bridge program out of the hospital's ED. This would be an incredible link between our three agencies, to share a single medical director and physician. This contract would allow us to use CMSP funds to contract with Dr. Goshgarian for 8 hours per month for a total of \$20,000 to provide medical oversight and treatment plan sign-off for our three county-employed substance use counselors, and provide a bridge and coordination between the RHC, County SUD, and the hospital.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

NA

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The board could decide not to contract with Dr. Goshgarian and we would have to find another physician to serve as SUD medical director.

**OTHER AGENCY INVOLVEMENT:**

None.

**FINANCING:**

This contract is being funded through a grant from CMSP. It will be paid out of the Health budget (045100) through the Professional Services object code (5265). Changes will be made at mid-year to account for these new additional funds. No county general funds.

**ATTACHMENTS:**

1. Dr. Goshgarian Contract
2. Dr. Goshgarian BAA

**APPROVALS:**

Rhiannon Baker	Created/Initiated - 10/31/2019
Darcy Ellis	Approved - 10/31/2019
Rhiannon Baker	Approved - 11/7/2019
Marilyn Mann	Approved - 11/7/2019
Marshall Rudolph	Approved - 11/12/2019
Amy Shepherd	Approved - 11/13/2019
Sue Dishion	Approved - 11/13/2019
Marilyn Mann	Final Approval - 11/14/2019

**AGREEMENT BETWEEN COUNTY OF INYO  
AND DR. ANNE GOSHGARIAN  
FOR THE PROVISION OF SUD MEDICAL DIRECTOR SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the SUD Medical Director services of Dr. Anne Goshgarian (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 Meaghan McCamman whose title is: Assistant Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

**2. TERM.**

The term of this Agreement shall be from November 1, 2019 to June 30, 2020, unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor the sum of two hundred and ten Dollars and no cents (\$210.00) per hour (hereinafter referred to as "hourly rate") for the services and work described in Attachment **A** which are performed by Contractor at the County's request. Hours worked under the provisions of this Agreement in excess of forty (40) hours per week will be paid at the hourly rate.

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 twenty thousand Dollars and no cents (\$20,000) (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 hours spent by Contractor in performing services and work described in Attachment **A**, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

**4. WORK SCHEDULE.**

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

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

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

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

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

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

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

## **7. COUNTY PROPERTY.**

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

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

## **8. 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 County is to be considered an employee of Contractor. 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.

## **9. 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.

Section 9 shall be of no force or effect if the liability, loss, damage, expense, or costs arises out of an incident that is covered by the County's Medical Malpractice Memorandum of Coverage.

#### **10. RECORDS AND AUDIT.**

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

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

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. 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.

**15. 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-one (21) below.

**16. CONFIDENTIALITY.**

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

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

**17. CONFLICTS.**

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.

**18. 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.

**19. 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.

**20. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of

this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**21. 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.

**22. NOTICE.**

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

County of Inyo  
Health and Human Services  
163 May Street  
Bishop, CA 93514

Contractor:  
428 Reina Rd.  
Bishop, CA 93514

**23. 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 DR. ANNE GOSHGARIAN  
FOR THE PROVISION OF SUD MEDICAL DIRECTOR SERVICES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

Signature

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

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND DR. ANNE GOSHGARIAN**  
**FOR THE PROVISION OF SUD MEDICAL DIRECTOR SERVICES**

**TERM:**

**FROM: November 1, 2019 TO: June 30, 2020**

**SCOPE OF WORK:**

**Purpose:**

Inyo County HHS – SUD division must remain in compliance with Title 22 of the California Code of Regulations, which states: *“For a provider to receive reimbursement for Drug Medi-Cal substance use disorder services, those services shall be provided by or under the direction of a physician”* (22 CCR § 51341.1 (h)). While Dr. Jeanette Schneider continues to provide limited supervision to our SUD program, we need to develop an alternative physician oversight to backfill as Dr. Schneider moves into retirement.

Duties of a Medical Director may vary, but at a minimum, they are responsible for:

- Reviewing each beneficiary’s personal, medical and substance abuse history;
- Documenting the basis for the SUD diagnosis in the beneficiary’s individual chart;
- Determining whether SUD services are medically necessary in the record/chart;
- Ensuring physical exam requirements are met within 30 days;
- Receiving CME in addiction medicine annually.

**Objectives of this contract:**

- Meet the requirements of an SUD medical director as outlined above;
- Provide clinical coaching and mentoring to SUD program staff;
- Serve as a clinical bridge and liaison between services provided at Northern Inyo Hospital District, the Rural Health Clinic, and HHS;
- Provide oversight on the development of HHS SUD clinical policies, procedures, and processes.

**Scope of Work – for no more than 8 hours per month:**

- Use the Inyo HHS electronic health record (currently Kingsview/Cerner) to review each beneficiary’s personal, medical, and substance abuse history, determine whether SUD services are medically necessary, and ensure that the basis for the SUD diagnosis is documented in the record;
- Review, approve, and sign treatment plans and treatment plan updates;
- Review and sign continuing services justification between 5 and 6 months post-admission unless continuing treatment services are determined no longer medically necessary;
- Be available to discuss and provide guidance on specific cases, problems, and treatment interventions with Inyo HHS staff on an individual or group basis;
- Review and approve changes to policy, procedure, and practice for the HHS SUD division.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND DR. ANNE GOSHGARIAN  
FOR THE PROVISION OF SUD MEDICAL DIRECTOR SERVICES**

**FROM: November 1, 2019 TO: June 30, 2020**

**INSURANCE PROVISIONS**

The County Medical Malpractice Memorandum of Coverage provides coverage for Medical Professional Services and Limited General Liability in amounts of at least \$1,500,000 per occurrence. For the term of this Agreement, Contractor will be covered under the County's Medical Malpractice coverage for services rendered on behalf of the County and/or at County facilities.



**COUNTY OF INYO**  
**QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE**  
**AGREEMENT ( QSO/BA AGREEMENT)**  
**FOR SUBSTANCE USE DISORDER SERVICES**

This Qualified Service Organization/Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as “HHS-BH,” and Dr. Anne Goshgarian, an independent contractor, herein referred to as “Physician.”

This Agreement is effective as of November 1, 2019, (the “Agreement Effective Date.”)

HHS-BH and the Physician hereby enter into an agreement whereby the Physician agrees to provide the services described in Exhibit A: Scope of Services. Furthermore, the Physician:

1. acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from HHS-BH identifying or otherwise relating to the patients of the Physician (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 142, 160, 162 and 164;
2. agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
3. agrees that it will not use or disclose protected health information except as permitted or required by this Agreement or by law;
4. agrees that, when the Physician uses, discloses, or requests protected health information, it will limit the use, disclosure, or request to the minimum necessary;
5. agrees that if the Physician enters into a contract with any agent, including a subcontractor, the agent will agree to comply with 42 C.F.R. Part 2 and HIPAA, and, if the Physician learns of a pattern or practice by the agent that is a material breach of the contract with the Physician, to take reasonable steps to cure the breach or terminate the contract, if feasible;
6. agrees to comply with HIPAA’s security provisions with regard to electronic protected health information, and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;
7. agrees to report breaches of protected information to HHS-BH;
8. agrees to report to HHS-BH in writing of any use or disclosure of the protected information not provided for in this Agreement of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 USC Section 17921; 45 CFR Section 164.504(e)(2)(ii)(C); 45 CFR Section 164.308(b)].
9. agrees to ensure that any agent, including a subcontractor, to whom the Physician provides protected information received from the HHS-BH, or creates or receives on behalf of HHS-BH,

agrees to the same restrictions and conditions that apply through this Agreement to the Physician with respect to such information;

10. agrees to provide access to the protected information at the request of HHS-BH, or to an individual as directed by HHS-BH, in order to meet the requirements of 45 C.F.R. §164.524 which provides patients with the right to access and copy their own protected information. Protected information shall be made available to HHS-BH for inspection and copying within ten (10) days of a request by HHS-BH to enable HHS-BH to fulfill its obligations under the Privacy Rule, or for amendment to protected information as directed or agreed to by HHS-BH pursuant to 45 C.F.R. §164.526;
11. agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the HHS-BH, or created or received by the Physician on behalf of HHS-BH, to HHS-BH or to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining the Program's compliance with HIPAA within ten (10) days of request;
12. agrees to document disclosures of protected information, and information related to such disclosures, as would be required for HHS-BH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528;
13. agrees to provide HHS-BH or an individual information in accordance with paragraph (9) of this agreement to permit HHS-BH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

Termination

1. HHS-BH may terminate this Agreement if it determines that the Physician has violated any material term.
2. Upon termination of this Agreement for any reason, the Physician shall return or destroy all protected information received from HHS-BH, or created or received by the Physician on behalf of HHS-BH. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Physician. The Physician shall retain no copies of the protected information.
3. In the event that the Physician determines that returning or destroying the protected information is infeasible, the Physician shall notify HHS-BH of the conditions that make return or destruction infeasible.
4. Upon notification that the return or destruction of the protected information is infeasible, the Physician shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, as long as the Physician maintains the information.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

County of Inyo Health and Human Services  
Behavioral Health

Physician

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

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

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

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

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

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

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

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



# County of Inyo



## County Counsel

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** November 19, 2019

**FROM:** Marshall Rudolph, Grace Chuchla

**SUBJECT:**

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**RECOMMENDED ACTION:**

Request Board introduce, read title, waive further reading, and potentially enact a proposed ordinance titled "An Urgency Ordinance of the Board of Supervisors, County of Inyo, State of California, adding Chapter 7.72 to the Inyo County Code, Pertaining to the Eviction of Tenants from Residential Real Property" (*4/5th vote required*). In lieu of or in addition to enacting said urgency ordinance, request that the Board: A) introduce, read title, and waive further reading of a proposed ordinance titled "An Ordinance of the Board of Supervisors, County of Inyo, State of California, adding Chapter 7.72 to the Inyo County Code, Pertaining to the Eviction of Tenants from Residential Real Property;" and B) schedule the proposed ordinance for enactment at 11:00 a.m. on November 26, 2019, in the Board of Supervisors Room, County Administrative Center, Independence, CA. Provide any desired direction to staff.

**SUMMARY/JUSTIFICATION:**

At the November 12, 2019, Board of Supervisors meeting, various renters in the unincorporated areas of Inyo County and an attorney interested in assisting the renters spoke to the Board during the public comment session about eviction notices that renters had received in mid-October. Given the timing of these eviction notices, the renters suspected that these evictions were motivated by the California Legislature's recent passage of AB 1482, also known as the Tenant Protection Act of 2019. In a nutshell, AB 1482 imposes state-wide rent control by limiting the amount that a landlord can increase a tenant's rent in a given year and requires that a landlord have just cause to evict a tenant. It was passed on October 8, 2019 but does not take effect until January 1, 2020. A copy of AB 1482 is enclosed for reference. The portion of AB 1482 related to just cause for evictions contains numerous requirements and exceptions affecting its applicability to any given tenant. For example, it generally applies only to tenants who have been lawfully and continuously occupying residential real property for at least 12 months, and only if the property's certificate of occupancy was issued more than 15 years ago. It also provides for no-fault just cause evictions in certain circumstances including to "substantially remodel" the property as defined in AB 1482. However, in such circumstances, AB 1482 requires landlords to provide tenants with one month of rent as a relocation benefit.

In the short window between AB 1482's passage and its effective date, many cities and counties in California--including Inyo County--have seen a spike in evictions as landlords try to evict tenants before AB 1482 makes it more difficult to do so. Certain cities and counties have chosen to respond to this unfortunate side effect of AB 1482 by passing local ordinances that accelerate the implementation of AB 1482 at a local level and immediately provide tenant with the rights guaranteed by AB 1482. Following the comments by local renters at the November 12 Board meeting, the Board requested that County Counsel prepare such an ordinance for the Board's

consideration at the November 19th Board meeting. Specifically, the Board requested that County Counsel prepare both an urgency ordinance, which would take immediate effect, and a standard ordinance, which would take effect per the regular timeline for a county ordinance. Both ordinances would be applicable to qualifying tenants who are still in possession of their rental properties as of the ordinances' effective date (i.e., where no eviction had been adjudicated), even if they had received notices to terminate their tenancies prior to that effective date. (The same should be true as of January 1, 2020, when AB 1482 takes effect.) The ordinance(s) would give tenants an affirmative defense to eviction and would not necessarily require County staff to pursue an enforcement action (unless it chose to do so).

AB 1482 provides that as of January 1, 2020, any local ordinance will be in applicable unless its provisions are more stringent than AB 1482. In other words, properties will not be subject to both AB 1482 and a local ordinance. As discussed, the proposed ordinances are intended to mirror AB 1482 (i.e., would not be more stringent), so they would not be effective after January 1, 2020.

County Counsel has prepared both ordinances for the Board's review. The two ordinances are identical, except for the fact that, as required by the Government Code, the urgency ordinance includes factual findings justifying its immediate enactment.

County Counsel does not take a position on whether, as a matter of policy, your Board should adopt or reject these ordinances. However, as a legal matter, County Counsel advises that, if your Board is inclined to adopt the urgency ordinance, it should also adopt the regular ordinance as a "back up" in case the justification for the urgency ordinance is challenged and found to be lacking by a court.

#### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

#### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to adopt both ordinances, neither ordinance, or only one of the ordinances. However, as explained above, it is not recommended that your Board adopt only the urgency ordinance.

#### **OTHER AGENCY INVOLVEMENT:**

Health and Human Services, Planning Department, Inyo Mono Advocates for Community Action

#### **FINANCING:**

#### **ATTACHMENTS:**

1. Ordinance - For Cause Eviction
2. Urgency Ordinance - For Cause Eviction
3. AB 1482

#### **APPROVALS:**

Darcy Ellis  
Marshall Rudolph  
Grace Chuchla

Created/Initiated - 11/13/2019  
Approved - 11/14/2019  
Final Approval - 11/14/2019

**ORDINANCE NO. 2019-\_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 7.72 TO THE INYO COUNTY CODE PERTAINING TO THE EVICTION OF TENANTS FROM RESIDENTIAL REAL PROPERTY**

WHEREAS, due to its rural location and the limited amount of land available for private ownership, the residential housing stock in Inyo County struggles to keep pace with demand. The rental market is particularly constrained. Inyo County has very few apartment buildings, and single family homes that are available for rent are often too expensive for lower income individuals who require affordable housing. These circumstances leave many renters only one eviction notice away from experiencing homelessness or being forced to move away from Inyo County;

WHEREAS, on October 8, 2019, Governor Newsom signed AB 1482 in to law. AB 1482, also known as the Tenant Protection Act of 2019, adds various sections to the California Civil Code, which prohibit evictions without just cause, require landlords to compensate tenants who are evicted based on no-fault just cause, and limit the amount by which a landlord may increase a tenant's rent in a one-year period. AB 1482 does not take effect until January 1, 2020. Until January 1, 2020, tenants in Inyo County are not protected by just-cause eviction rules or any limits on rent increases;

WHEREAS, in advance of the implementation of AB 1482, the Board has witnessed an increase in the number of County residents who have received no-fault eviction notices. The timing of this increase strongly suggests that landlords are attempting to remove tenants before the protections of AB 1482 impose just-cause requirements on evictions and limit a landlord's ability to raise an existing tenant's rent;

WHEREAS, Inyo County wishes to protect tenants from such no-fault evictions through December 31, 2019 as a means to prevent the mass displacement of renters, who, given the unique, constrained nature of the Inyo County housing market, would likely end up homeless or be forced to move away from Inyo County if evicted from their current housing.

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

**SECTION ONE. INYO COUNTY CODE AMENDED.**

The Inyo County Code is hereby amended to include a new chapter, numbered as Chapter 7.72, and entitled "Temporary Prohibition on Certain Evictions." The contents and subsections of Chapter 7.72 are attached hereto as Exhibit A.

**SECTION TWO. SEVERABILITY.**

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board

hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

**SECTION THREE. 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 or against the same.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

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

ATTEST: Clint Quilter  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant  
Assistant Clerk of the Board

# Exhibit A



**Inyo County Code Chapter 7.72  
Temporary Prohibition on Certain Evictions**

**7.72.010 Findings and Purpose.**

The Board of Supervisors of the County of Inyo finds that:

Due to its rural nature and the limited amount of land available for private ownership, Inyo County is experiencing a housing availability crisis. This lack of housing is particularly acute in the rental market, as Inyo County has a very limited number of apartment buildings. While there are a small number of single family homes available for rent, the cost to rent a single family home is often out of reach for lower income individuals.

Exacerbating Inyo County's housing availability crisis is AB 1482, which was signed in to law by Governor Newsom on October 8, 2019. While AB 1482 will ultimately increase protections for renters by imposing just-cause eviction requirements and limiting the amount that a landlord may increase a tenant's rent in a given year, these protections do not take effect until January 1, 2020. During the period between the passage of AB 1482 and its implementation, no-fault eviction notices and threats of eviction in Inyo County have increased by landlords who wish to remove tenants before the protections of AB 1482 take effect.

Inyo County wishes to protect tenants from no-fault evictions through December 31, 2019 as a means to prevent the mass displacement of renters, who, given the unique, constrained nature of the Inyo County housing market, would likely end up homeless or be forced to move away from Inyo County if evicted from their current housing.

**7.72.020 Definitions.**

The following words and phrases, whenever used in this Chapter, shall be construed as follows:

**Owner.** The term "owner" means any person, acting as principal or through an agent, offering residential real property for rent and includes a predecessor in interest to the owner.

**Residential rental property.** The term "residential real property" is any dwelling or unit that is intended or used for human habitation.

**Tenancy.** The term "tenancy" means the lawful occupation of residential real property and includes a lease or sublease.

**7.72.030 Prohibition on Certain Evictions.**

- (1) Through December 31, 2019, notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied

the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

- (A) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.
  - (B) One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.
- (2) For the purpose of this section, “just cause” includes either of the following:
- (A) At-fault just cause, which includes any of the following:
    - (i) Default in the payment of rent
    - (ii) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
    - (iii) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
    - (iv) Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
    - (v) The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.
    - (vi) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.
    - (vii) Assigning or subletting the premises in violation of the tenant’s lease, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
    - (viii) The tenant’s refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of this code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.
    - (ix) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
    - (x) The employee, agent, or licensee’s failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.
    - (xi) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the tenant’s intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the Code of Civil Procedure.

- (B) No-fault just cause, which includes any of the following:
- (i) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.
  - (ii) Withdrawal of the residential real property from the rental market
  - (iii) The owner complying with any of the following:
    - 1. An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.
    - 2. An order issued by a government agency or court to vacate the residential real property.
    - 3. Any other Inyo County ordinance or ordinance of a special district that encompasses land located within Inyo County that necessitates vacating the residential real property.
    - 4. If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under Chapter 7.72.030(2)(B)(iii), the tenant shall not be entitled to relocation assistance as outlined in Chapter 7.72.030(2)(D).
  - (iv) Intent to demolish or to substantially remodel the residential real property.
    - 1. For purposes of this subparagraph, “substantially remodel” means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.
- (C) Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.
- (D) If an owner of residential real property issues a termination notice based on a no-fault just cause described in Chapter 7.72.030(2)(B), the owner shall, regardless of the tenant’s income, at the owner’s option, do one of the following:
- (i) Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph (iv).

- (ii) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.
- (iii) If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant of the tenant's right to relocation assistance or rent waiver pursuant to this section. If the owner elects to waive the rent for the final month of the tenancy, the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy.
- (iv) The amount of relocation assistance or rent waiver shall be equal to one month of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.
- (v) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.
- (vi) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.

**7.72.040 Certain Residential Rental Property Exempted.**

This Chapter shall not apply to any of the following residential real property or residential circumstances:

- (1) A transient and tourist hotel occupancy as defined in subdivision (b) of Civil Code Section 1940.
- (2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.
- (3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.
- (4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.
- (5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.
- (6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.
- (7) Housing that has been issued a certificate of occupancy within the previous 15 years.
- (8) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:
  - (A) The owner is not any of the following:
    - (i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

- (ii) A corporation.
  - (iii) A limited liability company in which at least one member is a corporation.
- (9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

**7.72.050 Application.**

This Chapter shall apply to tenancies where the tenant remains in possession and the eviction lawsuit has not been adjudicated on the date of the adoption of the Ordinance enacting this Chapter.

A tenant may challenge the validity of an Owner's legal action to terminate a tenancy, including a suit for unlawful detainer, based on an Owner's failure to comply with or an Owner's violation of any of the requirements articulated in this Chapter.

**7.72.060 Effective Date.**

This Chapter shall remain in effect only until December 31, 2019, and as of that date is repealed.

**ORDINANCE NO. 2019-\_\_\_\_\_**

**AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 7.72 TO THE INYO COUNTY CODE PERTAINING TO THE EVICTION OF TENANTS FROM RESIDENTIAL REAL PROPERTY**

WHEREAS, due to its rural location and the limited amount of land available for private ownership, the residential housing stock in Inyo County struggles to keep pace with demand. The rental market is particularly constrained. Inyo County has very few apartment buildings, and single family homes that are available for rent are often too expensive for lower income individuals who require affordable housing. These circumstances leave many renters only one eviction notice away from experiencing homelessness or being forced to move away from Inyo County;

WHEREAS, on October 8, 2019, Governor Newsom signed AB 1482 in to law. AB 1482, also known as the Tenant Protection Act of 2019, adds various sections to the California Civil Code, which prohibit evictions without just cause, require landlords to compensate tenants who are evicted based on no-fault just cause, and limit the amount by which a landlord may increase a tenant’s rent in a one-year period. AB 1482 does not take effect until January 1, 2020. Until January 1, 2020, tenants in Inyo County are not protected by just-cause eviction rules or any limits on rent increases;

WHEREAS, in advance of the implementation of AB 1482, the Board has witnessed an increase in the number of County residents who have received no-fault eviction notices. The timing of this increase strongly suggests that landlords are attempting to remove tenants before the protections of AB 1482 impose just-cause requirements on evictions and limit a landlord’s ability to raise an existing tenant’s rent;

WHEREAS, Inyo County wishes to protect tenants from such no-fault evictions through December 31, 2019 as a means to prevent the mass displacement of renters, who, given the unique, constrained nature of the Inyo County housing market, would likely end up homeless or be forced to move away from Inyo County if evicted from their current housing.

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

**SECTION ONE. INYO COUNTY CODE AMENDED.**

The Inyo County Code is hereby amended to include a new chapter, numbered as Chapter 7.72, and entitled “Temporary Prohibition on Certain Evictions.” The contents and subsections of Chapter 7.72 are attached hereto as Exhibit A.

**SECTION TWO. SEVERABILITY.**

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board

hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

### SECTION THREE. DECLARATION OF URGENCY.

Government Code Section 25123(d) provides that County ordinances may take immediate effect if they are necessary for the preservation of the public peace, health, or safety.

The Board of Supervisors of the County of Inyo hereby finds that the problems that this Ordinance seeks to remedy constitute an immediate threat to public peace, health, and safety. As stated above, Inyo County has experienced an increase in the number of no-fault eviction notices that have been served following the passage of AB 1482 but prior to AB 1482's effective date. These eviction notices pose a threat to public peace, health, and safety because, given the constrained nature of the Inyo County rental market, the vast majority of tenants who are swept up in this wave of pre-AB 1482 evictions will not be able to find alternative, affordable housing in Inyo County.

The limited availability of affordable housing in Inyo County is supported by data collected by the California Department of Housing and Community Development's 2018 Community Development Block Grant Notice of Funding Availability ("NOFA"). In this 2018 NOFA, the Department of Housing and Community Development found that 41.3% of renters in unincorporated Inyo County are overpaying for their housing—meaning that they are paying more than 30% of their income for housing. This same NOFA also found that the rental vacancy rate for unincorporated Inyo County is a mere 3.9%.

Inyo Mono Advocates for Community Action ("IMACA"), a non-profit that administers local housing programs, reports a similar shortage of affordable housing. As of November 13, 2019, IMACA has a waiting list of 32 qualified applicants for 19 units of affordable housing serving seniors and persons with disabilities. Willow Plaza, a twelve-unit affordable apartment complex in Bishop also has a waitlist of 23 households.

Finally, in 2014, when the Inyo County Planning Department last updated the housing component of its General Plan, the County was assigned Regional Housing Needs Assessment ("RHNA") numbers by the state. RHNA numbers are updated every 8 years—*i.e.* the 2014 RHNA numbers are intended to cover the period of 2014 to 2022. The numbers represent a projection of the number of extremely low income, very low income, low income, moderate income, and above moderate income housing units that the state believes Inyo County will need for the upcoming 8 year period to meet the demands of its residents. The 2014 RHNA stated that Inyo County needs 18 extremely low income units, 17 very low income units, 25 low income units, 28 moderate income units, and 72 above moderate income units by 2022. Since 2014, zero units have been built that fall in the extremely low, very low, low, or moderate income categories. In other words, all residential construction in Inyo County since 2014 has consisted of units that fall in the above moderate income category.

Due to the lack of affordable alternative housing for evicted tenants, it is reasonable to conclude that, should these tenants wish to remain in Inyo County, many will be driven into

homelessness. Homelessness poses a grave threat to public health, burdens County social services, and stands as an affront to the dignity of the hardworking tenants who are forced from their homes through no fault of their own. Should evicted tenants choose to leave Inyo County, County businesses will suffer as the workforce constricts right on the brink of the busy winter ski season, families will be uprooted from their schools and jobs, and tenants will have to bear the substantial cost associated with relocation.

Therefore, the Board of Supervisors hereby finds that this Ordinance should take effect immediately upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

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

ATTEST: Clint Quilter  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant  
Assistant Clerk of the Board



# Exhibit A

**Inyo County Code Chapter 7.72**  
**Temporary Prohibition on Certain Evictions**

**7.72.010 Findings and Purpose.**

The Board of Supervisors of the County of Inyo finds that:

Due to its rural nature and the limited amount of land available for private ownership, Inyo County is experiencing a housing availability crisis. This lack of housing is particularly acute in the rental market, as Inyo County has a very limited number of apartment buildings. While there are a small number of single family homes available for rent, the cost to rent a single family home is often out of reach for lower income individuals.

Exacerbating Inyo County's housing availability crisis is AB 1482, which was signed in to law by Governor Newsom on October 8, 2019. While AB 1482 will ultimately increase protections for renters by imposing just-cause eviction requirements and limiting the amount that a landlord may increase a tenant's rent in a given year, these protections do not take effect until January 1, 2020. During the period between the passage of AB 1482 and its implementation, no-fault eviction notices and threats of eviction in Inyo County have increased by landlords who wish to remove tenants before the protections of AB 1482 take effect.

Inyo County wishes to protect tenants from no-fault evictions through December 31, 2019 as a means to prevent the mass displacement of renters, who, given the unique, constrained nature of the Inyo County housing market, would likely end up homeless or be forced to move away from Inyo County if evicted from their current housing.

**7.72.020 Definitions.**

The following words and phrases, whenever used in this Chapter, shall be construed as follows:

**Owner.** The term "owner" means any person, acting as principal or through an agent, offering residential real property for rent and includes a predecessor in interest to the owner.

**Residential rental property.** The term "residential real property" is any dwelling or unit that is intended or used for human habitation.

**Tenancy.** The term "tenancy" means the lawful occupation of residential real property and includes a lease or sublease.

**7.72.030 Prohibition on Certain Evictions.**

- (1) Through December 31, 2019, notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied

the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

- (A) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.
  - (B) One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.
- (2) For the purpose of this section, “just cause” includes either of the following:
- (A) At-fault just cause, which includes any of the following:
    - (i) Default in the payment of rent
    - (ii) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
    - (iii) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
    - (iv) Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
    - (v) The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.
    - (vi) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.
    - (vii) Assigning or subletting the premises in violation of the tenant’s lease, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
    - (viii) The tenant’s refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of this code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.
    - (ix) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
    - (x) The employee, agent, or licensee’s failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.
    - (xi) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the tenant’s intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the Code of Civil Procedure.

- (B) No-fault just cause, which includes any of the following:
- (i) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.
  - (ii) Withdrawal of the residential real property from the rental market
  - (iii) The owner complying with any of the following:
    1. An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.
    2. An order issued by a government agency or court to vacate the residential real property.
    3. Any other Inyo County ordinance or ordinance of a special district that encompasses land located within Inyo County that necessitates vacating the residential real property.
    4. If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under Chapter 7.72.030(2)(B)(iii), the tenant shall not be entitled to relocation assistance as outlined in Chapter 7.72.030(2)(D).
  - (iv) Intent to demolish or to substantially remodel the residential real property.
    1. For purposes of this subparagraph, “substantially remodel” means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.
- (C) Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.
- (D) If an owner of residential real property issues a termination notice based on a no-fault just cause described in Chapter 7.72.030(2)(B), the owner shall, regardless of the tenant’s income, at the owner’s option, do one of the following:
- (i) Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph (iv).

- (ii) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.
- (iii) If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant of the tenant's right to relocation assistance or rent waiver pursuant to this section. If the owner elects to waive the rent for the final month of the tenancy, the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy.
- (iv) The amount of relocation assistance or rent waiver shall be equal to one month of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.
- (v) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.
- (vi) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.

**7.72.040 Certain Residential Rental Property Exempted.**

This Chapter shall not apply to any of the following residential real property or residential circumstances:

- (1) A transient and tourist hotel occupancy as defined in subdivision (b) of Civil Code Section 1940.
- (2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.
- (3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.
- (4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.
- (5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.
- (6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.
- (7) Housing that has been issued a certificate of occupancy within the previous 15 years.
- (8) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:
  - (A) The owner is not any of the following:
    - (i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

- (ii) A corporation.
  - (iii) A limited liability company in which at least one member is a corporation.
- (9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

**7.72.050 Application.**

This Chapter shall apply to tenancies where the tenant remains in possession and the eviction lawsuit has not been adjudicated on the date of the adoption of the Ordinance enacting this Chapter.

A tenant may challenge the validity of an Owner's legal action to terminate a tenancy, including a suit for unlawful detainer, based on an Owner's failure to comply with or an Owner's violation of any of the requirements articulated in this Chapter.

**7.72.060 Effective Date.**

This Chapter shall remain in effect only until December 31, 2019, and as of that date is repealed.

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Date Published: 10/09/2019 09:00 PM

**Assembly Bill No. 1482**

## CHAPTER 597

An act to add and repeal Sections 1946.2, 1947.12, and 1947.13 of the Civil Code, relating to tenancy.

[ Approved by Governor October 08, 2019. Filed with Secretary of State  
October 08, 2019. ]

## LEGISLATIVE COUNSEL'S DIGEST

AB 1482, Chiu. Tenant Protection Act of 2019: tenancy: rent caps.

Existing law specifies that a hiring of residential real property, for a term not specified by the parties, is deemed to be renewed at the end of the term implied by law unless one of the parties gives written notice to the other of that party's intention to terminate. Existing law requires an owner of a residential dwelling to give notice at least 60 days prior to the proposed date of termination, or at least 30 days prior to the proposed date of termination if any tenant or resident has resided in the dwelling for less than one year, as specified. Existing law requires any notice given by an owner to be given in a prescribed manner, to contain certain information, and to be formatted, as specified.

This bill would, with certain exceptions, prohibit an owner, as defined, of residential real property from terminating a tenancy without just cause, as defined, which the bill would require to be stated in the written notice to terminate tenancy when the tenant has continuously and lawfully occupied the residential real property for 12 months, except as provided. The bill would require, for certain just cause terminations that are curable, that the owner give a notice of violation and an opportunity to cure the violation prior to issuing the notice of termination. The bill, if the violation is not cured within the time period set forth in the notice, would authorize a 3-day notice to quit without an opportunity to cure to be served to terminate the tenancy. The bill would require, for no-fault just cause terminations, as specified, that the owner, at the owner's option, either assist certain tenants to relocate, regardless of the tenant's income, by providing a direct payment of one month's rent to the tenant, as specified, or waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due. The bill would require the actual amount of relocation assistance or rent waiver provided to a tenant that fails to vacate after the expiration of the notice to terminate the tenancy to be recoverable as damages in an action to recover possession. The bill would provide that if the owner does not provide relocation assistance, the notice of termination is void. The bill would except certain properties and circumstances from the application of its provisions. The bill would require an owner of residential property to provide prescribed notice to a tenant of the tenant's rights under these provisions. The bill would not apply to residential real property subject to a local ordinance requiring just cause for termination adopted on or before September 1, 2019, or to residential real property subject to a local ordinance requiring just cause for termination adopted or amended after September 1, 2019, that is more protective than these provisions, as defined. The bill would void any waiver of the rights under these provisions. The bill would repeal these provisions as of January 1, 2030.

Existing law governs the hiring of residential dwelling units and requires a landlord to provide specified notice to tenants prior to an increase in rent. Existing law, the Costa-Hawkins Rental Housing Act, prescribes statewide

limits on the application of local rent control with regard to certain properties. That act, among other things, authorizes an owner of residential real property to establish the initial and all subsequent rental rates for a dwelling or unit that meets specified criteria, subject to certain limitations.

This bill would, until January 1, 2030, prohibit an owner of residential real property from, over the course of any 12-month period, increasing the gross rental rate for a dwelling or unit more than 5% plus the percentage change in the cost of living, as defined, or 10%, whichever is lower, of the lowest gross rental rate charged for the immediately preceding 12 months, subject to specified conditions. The bill would prohibit an owner of a unit of residential real property from increasing the gross rental rate for the unit in more than 2 increments over a 12-month period, after the tenant remains in occupancy of the unit over a 12-month period. The bill would exempt certain properties from these provisions. The bill would require the Legislative Analyst's Office to submit a report, on or before January 1, 2030, to the Legislature regarding the effectiveness of these provisions. The bill would provide that these provisions apply to all rent increases occurring on or after March 15, 2019. The bill would provide that in the event that an owner increased the rent by more than the amount specified above between March 15, 2019, and January 1, 2020, the applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase, and the owner shall not be liable to the tenant for any corresponding rent overpayment. The bill would authorize an owner who increased the rent by less than the amount specified above between March 15, 2019, and January 1, 2020, to increase the rent twice within 12 months of March 15, 2019, but not by more than the amount specified above. The bill would void any waiver of the rights under these provisions.

The Planning and Zoning Law requires the owner of an assisted housing development in which there will be an expiration of rental restrictions to, among other things, provide notice of the proposed change to each affected tenant household residing in the assisted housing development subject to specified procedures and requirements, and to also provide specified entities notice and an opportunity to submit an offer to purchase the development prior to the expiration of the rental restrictions.

This bill would authorize an owner of an assisted housing development, who demonstrates, under penalty of perjury, compliance with the provisions described above with regard to the expiration of rental restrictions, to establish the initial unassisted rental rate for units without regard to the cap on rent increases discussed above, but would require the owner to comply with the above cap on rent increases for subsequent rent increases in the development. The bill would authorize an owner of a deed-restricted affordable housing unit or an affordable housing unit subject to a regulatory restriction contained in an agreement with a government agency limiting rental rates that is not within an assisted housing development to establish the initial rental rate for the unit upon the expiration of the restriction, but would require the owner to comply with the above cap on rent increases for subsequent rent increases for the unit. The bill would repeal these provisions on January 1, 2030. The bill would void any waiver of the rights under these provisions. By requiring an owner of an assisted housing development to demonstrate compliance with specified provisions under penalty of perjury, this bill would expand the existing crime of perjury and thus would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

## THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.** This act shall be known, and may be cited, as the Tenant Protection Act of 2019.

**SEC. 2.** Section 1946.2 is added to the Civil Code, to read:

**1946.2.** (a) Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

(1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.



(2) One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

(b) For purposes of this section, "just cause" includes either of the following:

(1) At-fault just cause, which is any of the following:

(A) Default in the payment of rent.

(B) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

(C) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(D) Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(E) The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.

(F) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.

(G) Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(H) The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of this code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.

(I) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(J) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.

(K) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the Code of Civil Procedure.

(2) No-fault just cause, which includes any of the following:

(A) (i) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

(ii) For leases entered into on or after July 1, 2020, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1).

(B) Withdrawal of the residential real property from the rental market.

(C) (i) The owner complying with any of the following:

(I) An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

(II) An order issued by a government agency or court to vacate the residential real property.

(III) A local ordinance that necessitates vacating the residential real property.

(ii) If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under clause (i), the tenant shall not be entitled to relocation assistance as outlined in paragraph (3) of subdivision (d).

(D) (i) Intent to demolish or to substantially remodel the residential real property.

(ii) For purposes of this subparagraph, "substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

(c) Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

(d) (1) For a tenancy for which just cause is required to terminate the tenancy under subdivision (a), if an owner of residential real property issues a termination notice based on a no-fault just cause described in paragraph (2) of subdivision (b), the owner shall, regardless of the tenant's income, at the owner's option, do one of the following:

(A) Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph (3).

(B) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.

(2) If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant of the tenant's right to relocation assistance or rent waiver pursuant to this section. If the owner elects to waive the rent for the final month of the tenancy as provided in subparagraph (B) of paragraph (1), the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy.

(3) (A) The amount of relocation assistance or rent waiver shall be equal to one month of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

(B) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.

(C) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.

(4) An owner's failure to strictly comply with this subdivision shall render the notice of termination void.

(e) This section shall not apply to the following types of residential real properties or residential circumstances:

(1) Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940.

(2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

(3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

(5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior

accessory dwelling unit.

(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(7) Housing that has been issued a certificate of occupancy within the previous 15 years.

(8) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For any tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b).

(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

(f) An owner of residential real property subject to this section shall provide notice to the tenant as follows:

(1) For any tenancy commenced or renewed on or after July 1, 2020, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

(2) For a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.

(3) The notification or lease provision shall be in no less than 12-point type, and shall include the following:

"California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information."

The provision of the notice shall be subject to Section 1632.

(g) (1) This section does not apply to the following residential real property:

(A) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted on or before September 1, 2019, in which case the local ordinance shall apply.

(B) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted or amended after September 1, 2019, that is more protective than this section, in which case the local ordinance shall apply. For purposes of this subparagraph, an ordinance is "more protective" if it meets all of the following criteria:

(i) The just cause for termination of a residential tenancy under the local ordinance is consistent with this section.

(ii) The ordinance further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, or provides additional tenant protections that are not prohibited by any other provision of law.

(iii) The local government has made a binding finding within their local ordinance that the ordinance is more protective than the provisions of this section.

(2) A residential real property shall not be subject to both a local ordinance requiring just cause for termination of a residential tenancy and this section.

(3) A local ordinance adopted after September 1, 2019, that is less protective than this section shall not be enforced unless this section is repealed.

(h) Any waiver of the rights under this section shall be void as contrary to public policy.

(i) For the purposes of this section, the following definitions shall apply:

(1) "Owner" and "residential real property" have the same meaning as those terms are defined in Section 1954.51.

(2) "Tenancy" means the lawful occupation of residential real property and includes a lease or sublease.

(j) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

**SEC. 3.** Section 1947.12 is added to the Civil Code, to read:

**1947.12.** (a) (1) Subject to subdivision (b), an owner of residential real property shall not, over the course of any 12-month period, increase the gross rental rate for a dwelling or a unit more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest gross rental rate charged for that dwelling or unit at any time during the 12 months prior to the effective date of the increase. In determining the lowest gross rental amount pursuant to this section, any rent discounts, incentives, concessions, or credits offered by the owner of such unit of residential real property and accepted by the tenant shall be excluded. The gross per-month rental rate and any owner-offered discounts, incentives, concessions, or credits shall be separately listed and identified in the lease or rental agreement or any amendments to an existing lease or rental agreement.

(2) If the same tenant remains in occupancy of a unit of residential real property over any 12-month period, the gross rental rate for the unit of residential real property shall not be increased in more than two increments over that 12-month period, subject to the other restrictions of this subdivision governing gross rental rate increase.

(b) For a new tenancy in which no tenant from the prior tenancy remains in lawful possession of the residential real property, the owner may establish the initial rental rate not subject to subdivision (a). Subdivision (a) is only applicable to subsequent increases after that initial rental rate has been established.

(c) A tenant of residential real property subject to this section shall not enter into a sublease that results in a total rent for the premises that exceeds the allowable rental rate authorized by subdivision (a). Nothing in this subdivision authorizes a tenant to sublet or assign the tenant's interest where otherwise prohibited.

(d) This section shall not apply to the following residential real properties:

(1) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing

subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

(2) Dormitories constructed and maintained in connection with any higher education institution within the state for use and occupancy by students in attendance at the institution.

(3) Housing subject to rent or price control through a public entity's valid exercise of its police power consistent with Chapter 2.7 (commencing with Section 1954.50) that restricts annual increases in the rental rate to an amount less than that provided in subdivision (a).

(4) Housing that has been issued a certificate of occupancy within the previous 15 years.

(5) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential real property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (c)(5) and 1946.2 (e)(7) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For a tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b) of Section 1946.2.

(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(e) An owner shall provide notice of any increase in the rental rate, pursuant to subdivision (a), to each tenant in accordance with Section 827.

(f) (1) On or before January 1, 2030, the Legislative Analyst's Office shall report to the Legislature regarding the effectiveness of this section and Section 1947.13. The report shall include, but not be limited to, the impact of the rental rate cap pursuant to subdivision (a) on the housing market within the state.

(2) The report required by paragraph (1) shall be submitted in compliance with Section 9795 of the Government Code.

(g) For the purposes of this section, the following definitions shall apply:

(1) "Owner" and "residential real property" shall have the same meaning as those terms are defined in Section 1954.51.

(2) "Percentage change in the cost of living" means the percentage change from April 1 of the prior year to April 1 of the current year in the regional Consumer Price Index for the region where the residential real property is located, as published by the United States Bureau of Labor Statistics. If a regional index is not available, the

California Consumer Price Index for All Urban Consumers for all items, as determined by the Department of Industrial Relations, shall apply.

(3) "Tenancy" means the lawful occupation of residential real property and includes a lease or sublease.

(h) (1) This section shall apply to all rent increases subject to subdivision (a) occurring on or after March 15, 2019. This section shall become operative January 1, 2020.

(2) In the event that an owner has increased the rent by more than the amount permissible under subdivision (a) between March 15, 2019, and January 1, 2020, both of the following shall apply:

(A) The applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase under subdivision (a).

(B) An owner shall not be liable to the tenant for any corresponding rent overpayment.

(3) An owner of residential real property subject to subdivision (a) who increased the rental rate on that residential real property on or after March 15, 2019, but prior to January 1, 2020, by an amount less than the rental rate increase permitted by subdivision (a) shall be allowed to increase the rental rate twice, as provided in paragraph (2) of subdivision (a), within 12 months of March 15, 2019, but in no event shall that rental rate increase exceed the maximum rental rate increase permitted by subdivision (a).

(i) Any waiver of the rights under this section shall be void as contrary to public policy.

(j) This section shall remain in effect until January 1, 2030, and as of that date is repealed.

(k) (1) The Legislature finds and declares that the unique circumstances of the current housing crisis require a statewide response to address rent gouging by establishing statewide limitations on gross rental rate increases.

(2) It is the intent of the Legislature that this section should apply only for the limited time needed to address the current statewide housing crisis, as described in paragraph (1). This section is not intended to expand or limit the authority of local governments to establish local policies regulating rents consistent with Chapter 2.7 (commencing with Section 1954.50), nor is it a statement regarding the appropriate, allowable rental rate increase when a local government adopts a policy regulating rent that is otherwise consistent with Chapter 2.7 (commencing with Section 1954.50).

(3) Nothing in this section authorizes a local government to establish limitations on any rental rate increases not otherwise permissible under Chapter 2.7 (commencing with Section 1954.50), or affects the existing authority of a local government to adopt or maintain rent controls or price controls consistent with that chapter.

**SEC. 4.** Section 1947.13 is added to the Civil Code, to read:

**1947.13.** (a) Notwithstanding Section 1947.12, upon the expiration of rental restrictions, the following shall apply:

(1) The owner of an assisted housing development who demonstrates, under penalty of perjury, compliance with all applicable provisions of Sections 65863.10, 65863.11, and 65863.13 of the Government Code and any other applicable law or regulation intended to promote the preservation of assisted housing, may establish the initial unassisted rental rate for units in the applicable housing development. Any subsequent rent increase in the development shall be subject to Section 1947.12.

(2) The owner of a deed-restricted affordable housing unit or an affordable housing unit subject to a regulatory restriction contained in an agreement with a government agency limiting rental rates that is not within an assisted housing development may establish the initial rental rate for the unit upon the expiration of the restriction. Any subsequent rent increase for the unit shall be subject to Section 1947.12.

(b) For purposes of this section:

(1) "Assisted housing development" has the same meaning as defined in paragraph (3) of subdivision (a) of Section 65863.10 of the Government Code.

(2) "Expiration of rental restrictions" has the same meaning as defined in paragraph (5) of subdivision (a) of Section 65863.10 of the Government Code.

(c) This section shall remain in effect until January 1, 2030, and as of that date is repealed.

(d) Any waiver of the rights under this section shall be void as contrary to public policy.

**SEC. 5.** No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.



# County of Inyo



## Clerk of the Board

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** November 19, 2019

**FROM:** Assistant Clerk of the Board

**SUBJECT:** Approval of Meeting Minutes

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**RECOMMENDED ACTION:**

Request Board approve the minutes of the regular Board of Supervisors meeting of November 5, 2019.

**SUMMARY/JUSTIFICATION:**

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

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis  
Darcy Ellis

Created/Initiated - 11/13/2019  
Final Approval - 11/13/2019





# County of Inyo



## Agricultural Commissioner

### TIMED ITEMS - ACTION REQUIRED

**MEETING:** November 19, 2019

**FROM:** Nathan Reade

**SUBJECT:** Enactment of Ordinance to Amend Inyo County Code section 5.40.070

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**RECOMMENDED ACTION:**

**11 A.M. - AG COMMISSIONER** - Request Board: A) find exempt from CEQA, pursuant to the common-sense exemption and Business and Professions Code Section 26055, amendments and additions to the Inyo County Code to add "non-storefront retail" as a type of licensed commercial cannabis activity; and B) approve an ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 5.40.070 of the Inyo County Code," that authorizes "non-storefront retail" as a type of licensed commercial cannabis activity.

**SUMMARY/JUSTIFICATION:**

County staff proposes to make amendments and additions to Chapter 5.40 of the Inyo County Code in order to add a new type of licensed commercial cannabis activity. The proposed new activity is "non-storefront retail", which includes the sale of cannabis goods by delivery only. It does not permit any sales or customer traffic at the actual business location. This additional activity is in response to a March 19, 2019 workshop with the Inyo County Board of Supervisors where staff was directed to explore the viability of several new license types, including non-storefront retail. No other license types are being brought forward for your consideration at this time.

After research and discussion among staff it was decided that non-storefront retail licenses (delivery only) would be consistent with current uses from general commercial, heavy commercial and light industrial zonings. Adding these licenses would be consistent with direction received from the Board of Supervisors and would provide for more business opportunities in Inyo County.

This proposed ordinance goes hand in hand with the zoning text amendment ordinance also before your board today. Both ordinances are exempt from CEQA pursuant to the common sense exemption as well as business and professions code section 26055.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Inyo County implemented a commercial cannabis business licensing program by ordinance in January of 2018 following statewide and county referendums allowing commercial cannabis activity. Several licensed commercial activity types were identified and authorized including cultivation, manufacturing, distribution, testing, and retail.

A workshop was conducted with the Board of Supervisors in March of 2019 during which time several additional

options for new commercial cannabis activity types were discussed. The Board of Supervisors directed staff to look further into two new activity types - infusion and non-storefront retail. Staff has been exploring the viability of these two license type and their ability to fit into our current licensing program.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not take action on this item and commercial cannabis business licensing would continue status quo, with no non-storefront retail license activity type.

**OTHER AGENCY INVOLVEMENT:**

California Bureau of Cannabis Control

**FINANCING:**

Adding this license activity type would not affect county cost as current licensing fees are sufficient to fund application processing and enforcement activities if a license is granted.

**ATTACHMENTS:**

1. Ordinance 1246 - Title 5 Amendments

**APPROVALS:**

Jennifer Sarten

Created/Initiated - 10/18/2019

Darcy Ellis

Approved - 10/21/2019

Nathan Reade

Approved - 10/28/2019

Marshall Rudolph

Final Approval - 10/31/2019

ORDINANCE 1246

**AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 5.40.070 OF THE INYO COUNTY CODE**

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

**WHEREAS**, the MAUCRSA preserves that authorities of local public agencies to regulate commercial cannabis activity more stringently than required by state law; and

**WHEREAS**, The Inyo County Board of Supervisors approved the enactment of Chapter 5.40 to the Inyo County Code; and

**WHEREAS**, The Inyo County Board of Supervisors has previously directed staff to investigate the feasibility of adding non-storefront retail commercial cannabis licenses to the existing licensing program; and

**WHEREAS**, the results of this study indicate that a non-storefront retail commercial cannabis license is viable; and

**WHEREAS**, the Inyo County Planning Commission met to discuss the consistency with Inyo County zoning code and concurred with county staff recommendations.

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

**SECTION I:** Section 5.40.070 of the Inyo County Code is hereby amended in its entirety to read as follows:

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

A. The number of Commercial Cannabis Business Licenses available for each class of commercial cannabis activity, as set forth in Inyo County Code Section 18.06.182, shall be limited by zone as described below, and as shown for convenience purposes on the maps attached herewith as Exhibit 1. Any amendment of this Ordinance further limiting the number of Commercial Cannabis Business Licenses available shall not result in the revocation of any Commercial Cannabis Business License existing and in good standing at the time of such a reduction. The number of available licenses shall be as set forth below, provided however that only one license-classification per parcel shall count toward the applicable limit:

1. Zone 1 shall be comprised of the First Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance and the unincorporated Inyo County portion of the Second Supervisorial District encompassing Tu Su Lane on the west, Early Pond on the south and See Vee Lane on the east, as that supervisorial district existed at the time of enactment of this Ordinance. The Commercial Cannabis Business Licenses available in Zone 1 shall be as follows:
  - a. Cultivation Licenses: 2
  - b. Classification 6 Manufacturing Level 1: 1
  - c. Classification 7 Manufacturing Level 2: 0
  - d. Classification 8 Testing Laboratory: 1

- e. Classification 9 Non-Storefront Retail: 1
- f. Classification 10 Retailer: 2
- g. Classification 11 Distributor: 1
- h. Classification 12 Microbusiness: 1

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

- a. Cultivation Licenses: 2
- b. Classification 6 Manufacturing Level 1: Combined with Classification 7, 2 total
- c. Classification 7 Manufacturing Level 2: Combined with Classification 6, 2 total
- d. Classification 8 Testing Laboratory: 1
- e. Classification 9 Non-Storefront Retail: 1
- f. Classification 10 Retailer: 0
- g. Classification 11 Distributor: 1
- h. Classification 12 Microbusiness: 0

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

- a. Cultivation Licenses: 0
- b. Classification 6 Manufacturing Level 1: 0
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 0
- e. Classification 9 Non-Storefront Retail: 0
- f. Classification 10 Retailer: 0
- g. Classification 11 Distributor: 0
- h. Classification 12 Microbusiness: 0

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

- a. Cultivation Licenses: 2
- b. Classification 6 Manufacturing Level 1: 1
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 0

- e. Classification 9 Non-Storefront Retail: 1
- f. Classification 10 Retailer: 0
- g. Classification 11 Distributor: 1
- h. Classification 12 Microbusiness: 1

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

- a. Cultivation Licenses: 2
- b. Classification 6 Manufacturing Level 1: 1
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 1
- e. Classification 9 Non-Storefront Retail: 1
- f. Classification 10 Retailer: 0
- g. Classification 11 Distributor: 1
- h. Classification 12 Microbusiness: 1

5B. Zone 5B shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north, the southern boundary of Zone 5A extending to 2.5-miles due east of the junction of Cottonwood Creek Road and Highway 395; on the east, from 2.5-miles due east of the junction of Cottonwood Creek Road and Highway 395 and extending south, along a line 2.5-miles east and parallel to Highway 395, to the northern boundary of Zone 5C, also being the southern line of Township 19 South M.D.B & M, approximately 2.5 miles from Highway 395; on the south, westward from the northern boundary of Zone 5C approximately 2.5 miles from Highway 395 to the County line; and, on the west the County line to the southern boundary of Zone 5A. The Commercial Cannabis Business Licenses available in Zone 5B shall be as follows:

- a. Cultivation Licenses: 0
- b. Classification 6 Manufacturing Level 1: 0
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 0
- e. Classification 9 Non-Storefront Retail: 0
- f. Classification 10 Retailer: 0
- g. Classification 11 Distributor: 0
- h. Classification 12 Microbusiness: 0

5C. Zone 5C shall be comprised of the area Within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north, the southern boundary of Zone 5B, also being the southern line of Township 19 South M.D.B & M, and extended along the southern boundary of Zone 5D approximately 5-miles; on the east, the western boundary of the China Lake Naval Weapons Station; on the south, the County line; and, on the west, the County line to the boundary of Zone 5B. The Commercial Cannabis Business Licenses available in Zone 5C shall be as follows:

- a. Cultivation Licenses: 5
- b. Classification 6 Manufacturing Level 1: 1
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 1
- e. Classification 9 Non-Storefront Retail: 2
- f. Classification 10 Retailer: 1
- g. Classification 11 Distributor: 1
- h. Classification 12 Microbusiness: 1

5D. Zone 5D shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north, the intersection of Owenyo Lone Pine Road and the boundary of the Fourth Supervisorial District east along the boundary of the Fourth Supervisorial District to the western boundary of Death Valley National Park; on the east, southward along the western boundary of Death Valley National Park to its intersection with Old Toll Road south to Ophir Road, and continuing south on Ophir Road to the northern boundary of the China Lake Naval Weapons Station, also being the southern line of Township 19 South M.D.B & M; on the south, the northern boundary of the China Lake Naval Weapons Station, also being the southern line of Township 19 South M.D.B & M, extending due west to the northeast corner of Zone 5C and extending 5-miles west along the northern boundary of Zone 5C, also being the southern line of Township 19 South M.D.B & M, to a point 2.5-miles east of Highway 395; and, on the west, 2.5-miles east of Highway 395 and extending north, along a line 2.5-miles east and parallel to Highway 395 until a point 2.5-miles due west of the junction of Cottonwood Creek Road and Highway 395; and north following Highway 395 to the junction of Highway 395 and Highway 136 and following Highway 136 east to Dolomite Loop Rd, and following Dolomite Loop Rd. north to Owenyo Lone Pine Rd. and following Owenyo Lone Pine Rd to the southern boundary of District 4. The Commercial Cannabis Business Licenses available in Zone 5D shall be as follows:

- a. Cultivation Licenses: 2
- b. Classification 6 Manufacturing Level 1: 1
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 0
- e. Classification 9 Non-Storefront Retail: 1
- f. Classification 10 Retailer: 0
- g. Classification 11 Distributor: 1
- h. Classification 12 Microbusiness: 1

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

- a. Cultivation Licenses: 5
- b. Classification 6 Manufacturing Level 1: 2
- c. Classification 7 Manufacturing Level 2: 1
- d. Classification 8 Testing Laboratory: 1
- e. Classification 9 Non-Storefront Retail: 1
- f. Classification 10 Retailer: 1
- g. Classification 11 Distributor: 2
- h. Classification 12 Microbusiness: 1

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

- a. Cultivation Licenses: 10
- b. Classification 6 Manufacturing Level 1: 5
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 1
- e. Classification 9 Non-Storefront Retail: 1
- f. Classification 10 Retailer: 1
- g. Classification 11 Distributor: 2
- h. Classification 12 Microbusiness: 2

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

- a. Cultivation Licenses:

1. 10 for cultivation activities of 5,000 square feet or less; and
2. 5 for cultivation activities including those greater than 5,000 square feet.

- b. Classification 6 Manufacturing Level 1: 10
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 1
- e. Classification 9 Non-Storefront Retail: 0
- f. Classification 10 Retailer: 1
- g. Classification 11 Distributor: 2
- h. Classification 12 Microbusiness: 2

- B. Issuance of Commercial Cannabis Business Licenses for commercial cannabis business activities subject to the provisions of this Chapter but not subject to the County's land use regulations or definitions set forth in Inyo County Code Section 18.06.182, may be considered on an individual basis unless limited by amendments to this Chapter.
- C. The Board of Supervisors may reduce the number of classification(s) of Commercial Cannabis Business Licenses available in a specific zone following the County's ordinance amendment process. Any amendment to this ordinance reducing the number of Commercial Cannabis Business Licenses available shall not result in the revocation of any Commercial Cannabis Business License existing and in good standing at the time of such a reduction. If, however, the numbers of a classification of Commercial Cannabis Business License are reduced in a given zone, all existing licensees in any such zone must re-apply for a Commercial Cannabis Business License during the renewal period for that year, or if already passed the following year, pursuant to section 5.40.090. Id necessary and appropriate in the County's sole discretion, the County may grant a temporary extension to any affected existing license to prevent it from expiring during the application process specified by section 5.40.090."

## **SECTION II. 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 III. Effective date.**

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by the following vote of the Inyo County Board of Supervisors:



AYES:  
NOES:  
ABSTAIN:  
ABSENT:

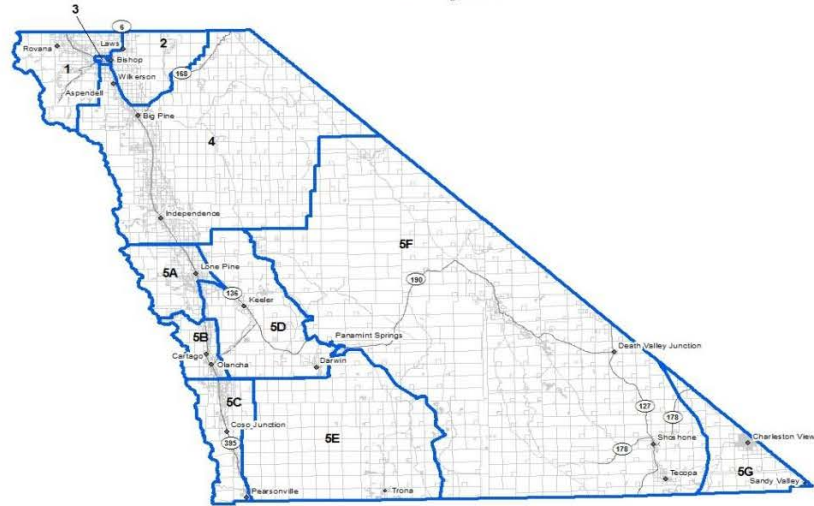
\_\_\_\_\_  
Rick Pucci, Chairperson

ATTEST:     Clint Quilter  
              Clerk to the Board

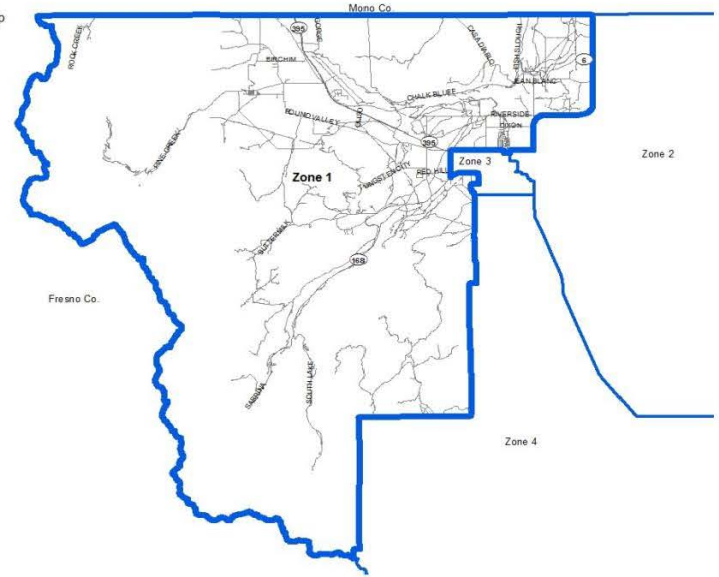
By: \_\_\_\_\_  
      Darcy Ellis, Assistant

## **Exhibit 1**

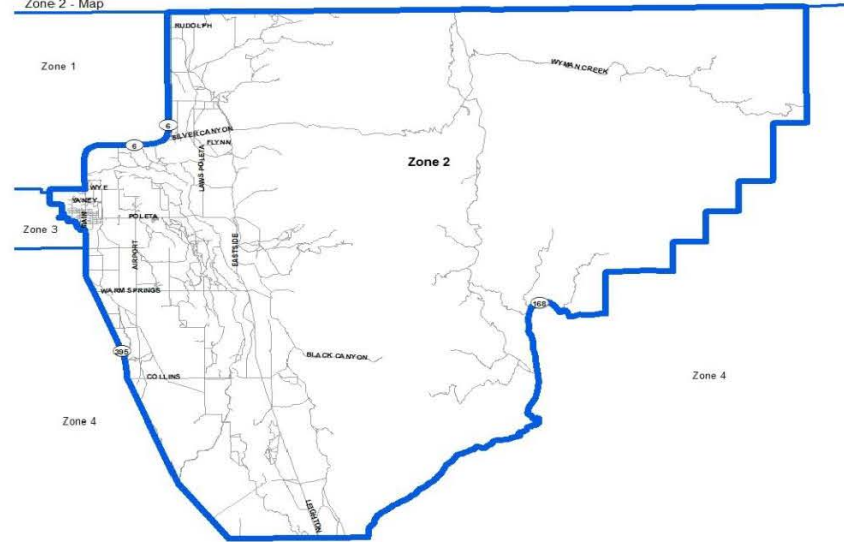
Licensing Zones



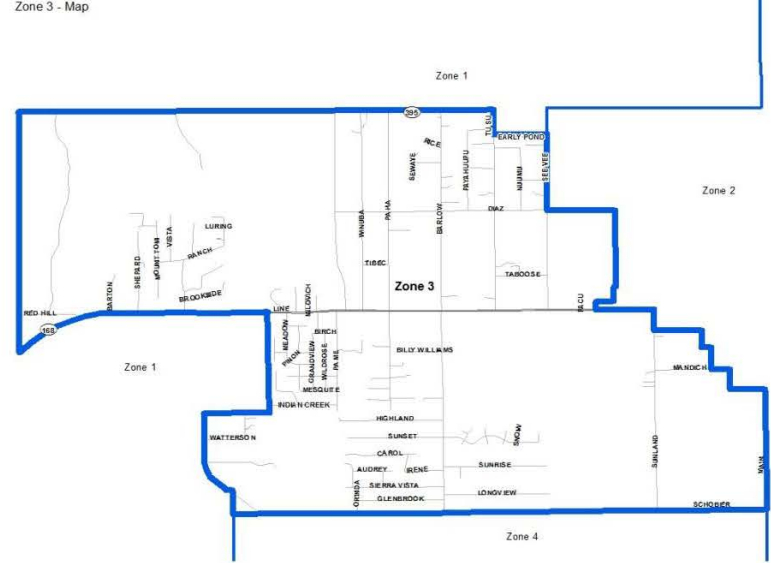
Zone 1 - Map

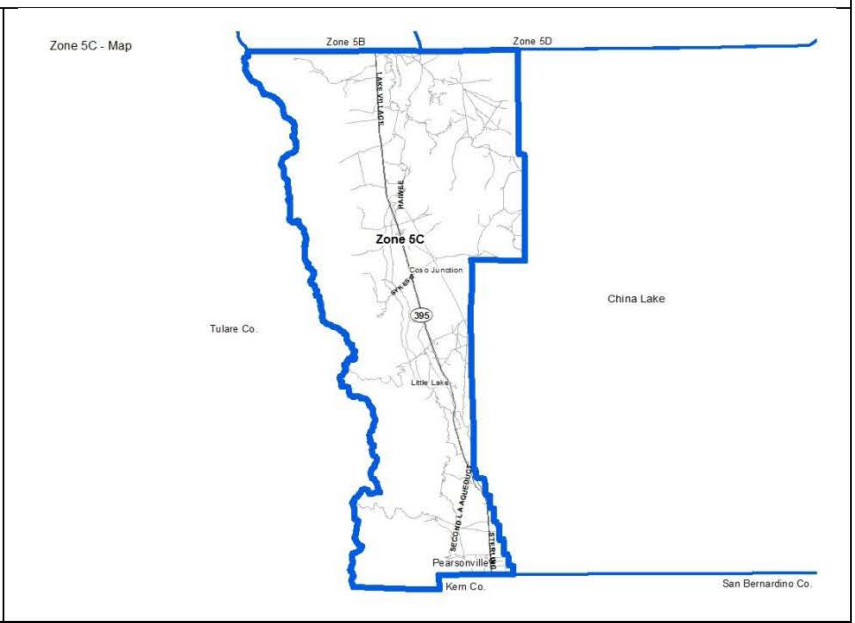
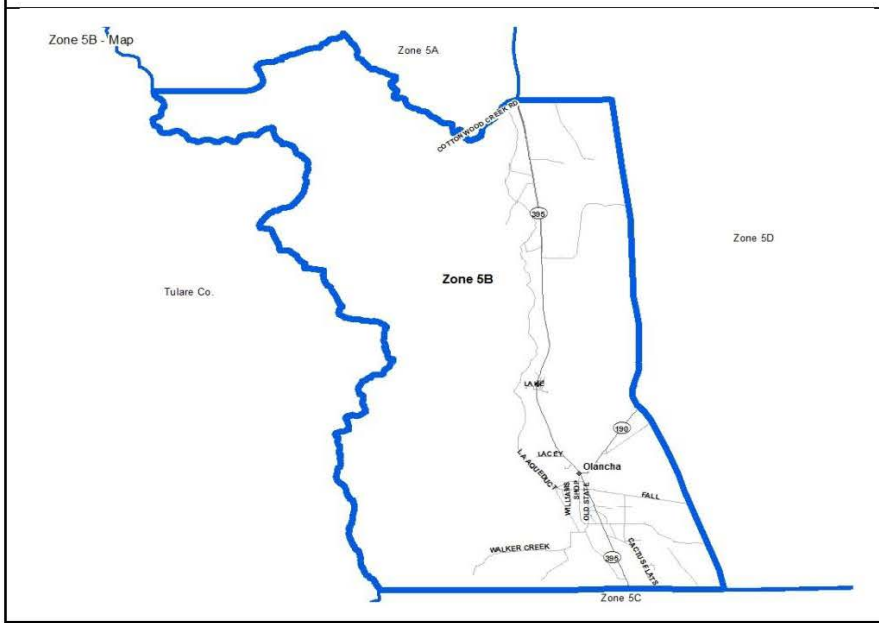
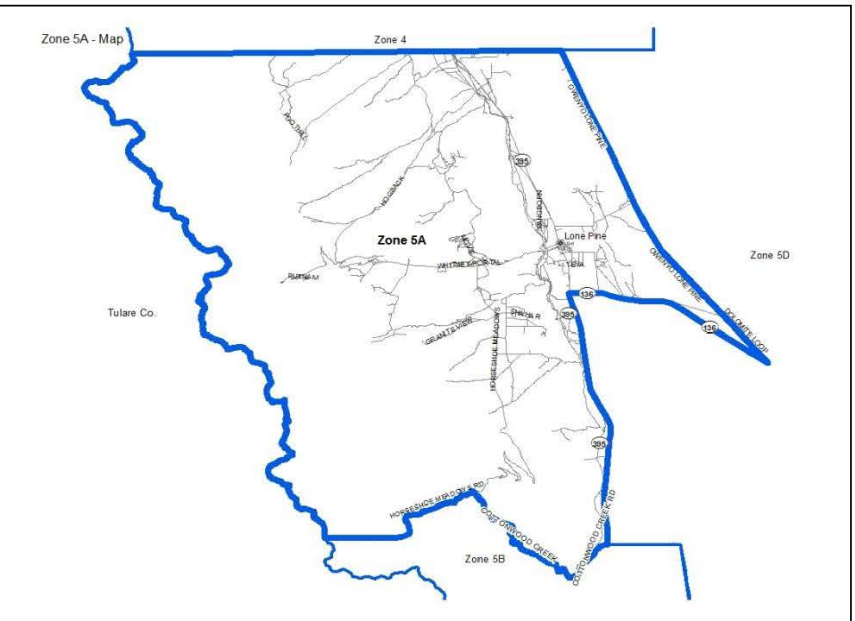
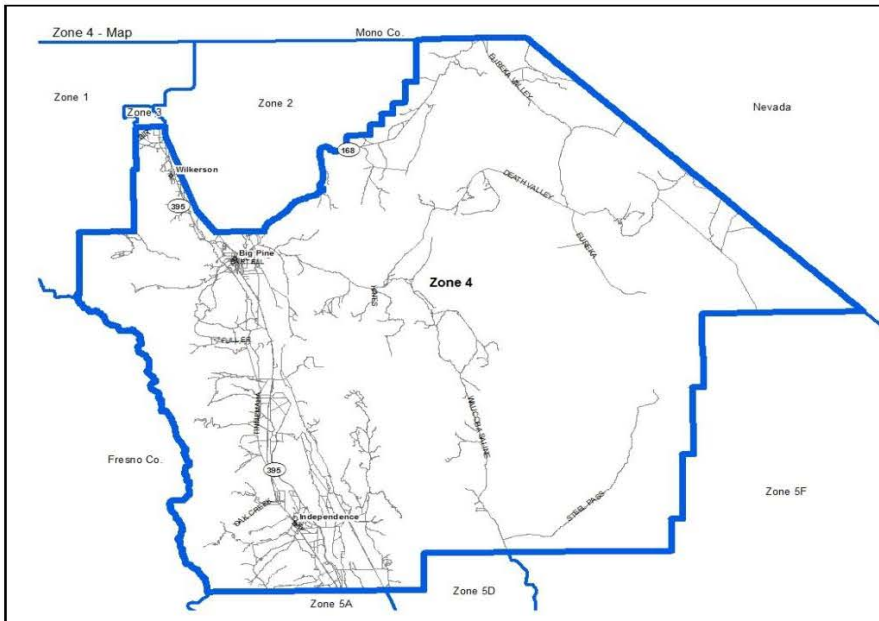


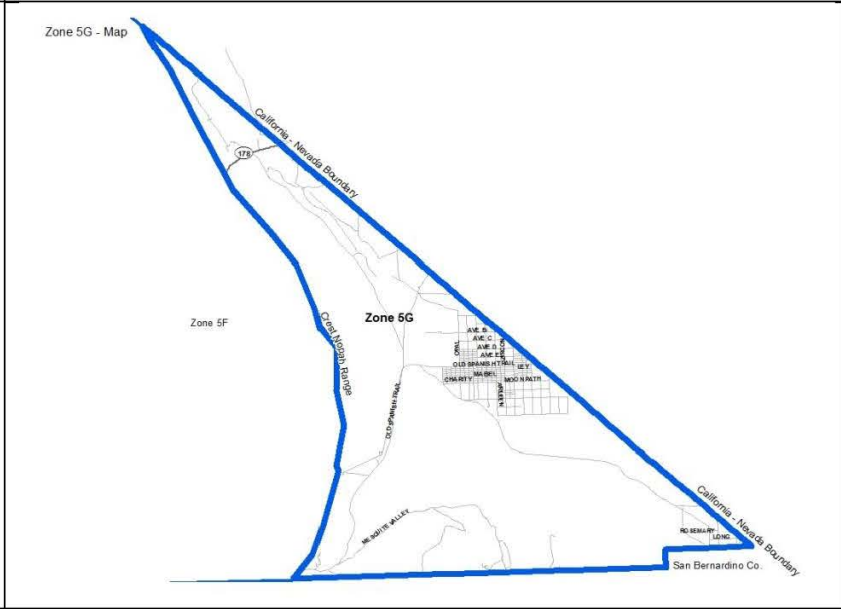
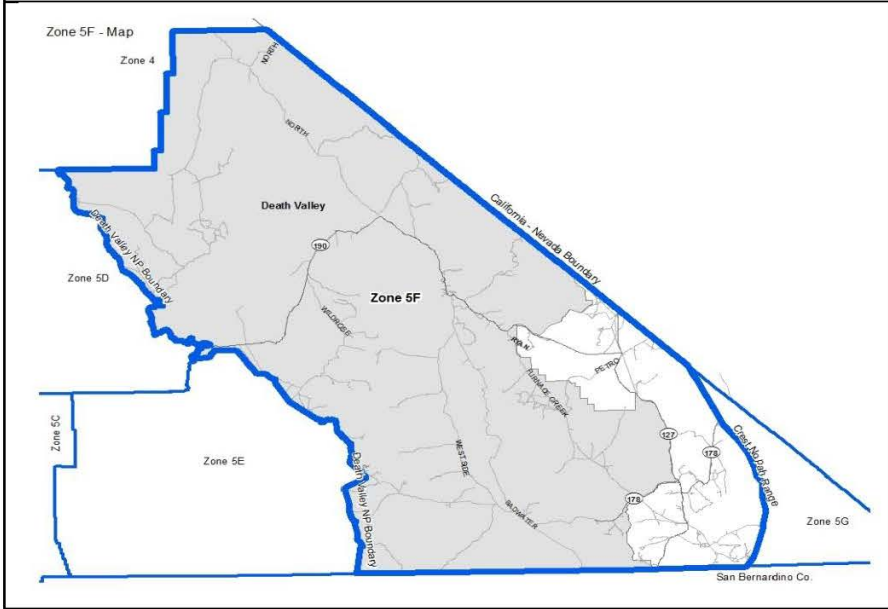
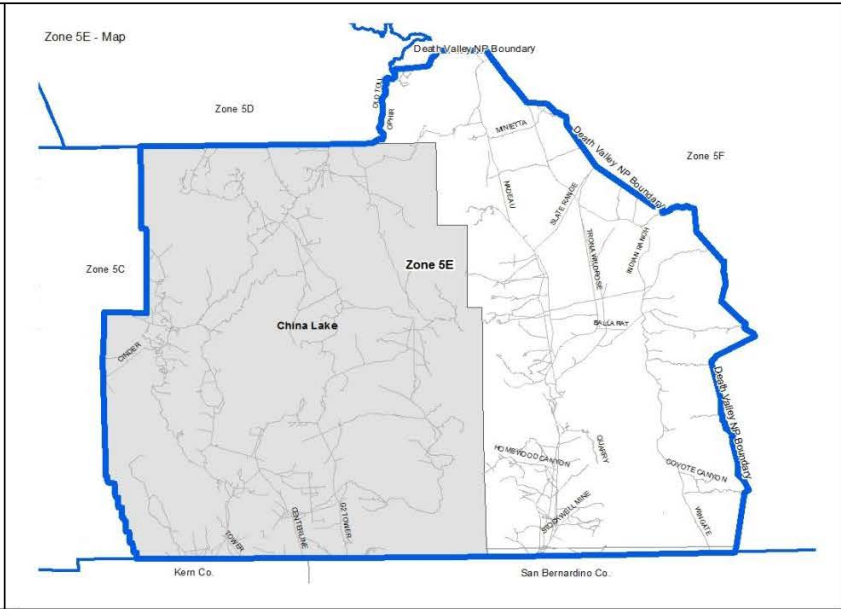
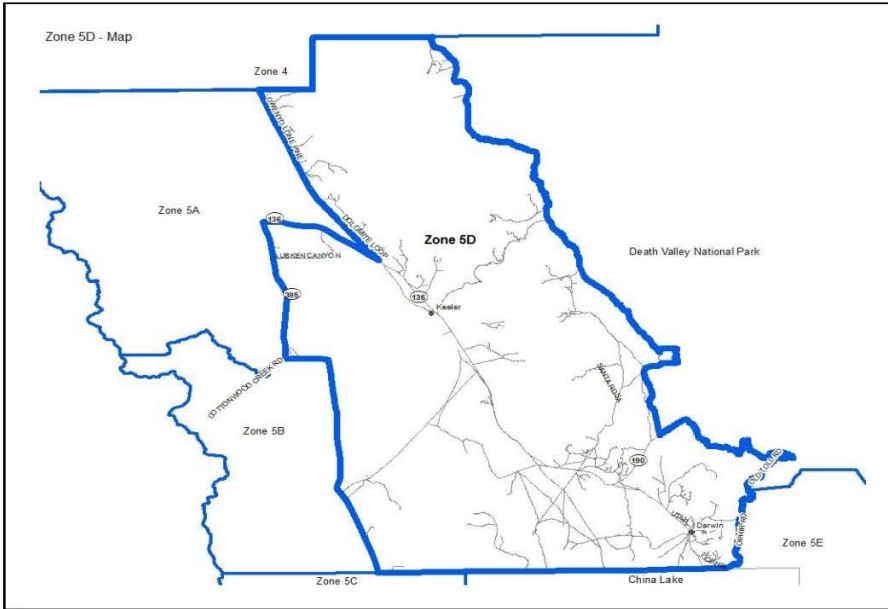
Zone 2 - Map



Zone 3 - Map











# County of Inyo



## Agricultural Commissioner - Cannabis

### TIMED ITEMS - ACTION REQUIRED

**MEETING:** November 19, 2019

**FROM:** Nathan Reade

**SUBJECT:** Commercial Cannabis Business License Application Fees

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**RECOMMENDED ACTION:**

**11 A.M. - AG COMMISSIONER** - Request Board A) conduct a public hearing on the proposed commercial cannabis business license application fees; and B) approve Resolution No. 2019-54, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Adopting Commercial Cannabis Business License Application Fees," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

Commercial cannabis business license application fees were established previously by your board. This resolution is intended to update fees, changing the fee amount slightly to reflect actual costs incurred during the initial application acceptance window, while also removing the specific commercial cannabis activity types from fee schedule. Removing the activity types will allow future new commercial cannabis activity types to be added if needed without the need to pass new fee resolutions.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Application fees for commercial cannabis business licenses were established by the Inyo County Board of Supervisors by resolution on March 20, 2018. At that time, specific business license activity types were identified in the resolution despite the application fees being the same. No applications had been processed at that time and staff did not know if county costs would vary from one activity type to the next. Since that time, applications have been processed and it is apparent that activity type does not significantly impact county cost to review.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your board could choose to not approve this resolution. If this resolution is not passed, the current fee schedule would remain in place.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

This fee resolution has no significant financial impact since it is not significantly altering fees.

**ATTACHMENTS:**

1. Application Fee Resolution

**APPROVALS:**

Jennifer Sarten	Created/Initiated - 10/28/2019
Darcy Ellis	Approved - 11/1/2019
Nathan Reade	Approved - 11/1/2019
Jennifer Sarten	Approved - 11/1/2019
Amy Shepherd	Approved - 11/1/2019
Marshall Rudolph	Final Approval - 11/4/2019



RESOLUTION NO. 2019-xx

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA ADOPTING  
COMMERCIAL CANNABIS BUSINESS LICENSE APPLICATION FEES**

**WHEREAS**, Inyo County Code Chapter 5.40 authorizes the County to establish fees for regulation of commercial cannabis business activities via resolution; and,

**WHEREAS**, the County Commercial Cannabis Permit Office (C3PO) conducted a study to determine the updated reasonable costs the County may incur in administration of the application process set forth in Chapter 5.40, which are reflected below.

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

1. There is adopted the following schedule of fees to be charged and paid for commercial cannabis business license application services performed pursuant the Inyo County Code Chapter 5.40. The schedule shall be known as the "C3PO License Application Fee Schedule" and shall be administered in accordance with Inyo County Code Chapter 5.40, other relevant provisions of the Inyo County Code, and state law.

<b>Commercial Cannabis Business License Application Fee</b>	<b>\$2,700.00</b>
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2. This Resolution supersedes any and all prior C3PO License Application Fee Schedules.

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Rick Pucci, Chair

Inyo County Board of Supervisors

ATTEST: Clint G. Quilter

Clerk of the Board

BY: \_\_\_\_\_

Darcy Ellis

Assistant Clerk of the Board



# County of Inyo



## Planning Department

### TIMED ITEMS - ACTION REQUIRED

**MEETING:** November 19, 2019

**FROM:**

**SUBJECT:**

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**RECOMMENDED ACTION:**

**11 A.M. - PLANNING** - Request Board:

- A) Conduct a public hearing on a proposed ordinance to amend the Inyo County zoning code to allow for non-store front commercial cannabis delivery as a use in the General Commercial, Heavy Commercial and Light Industrial zones in the County;
- B) Approve Resolution No. 2019-55, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Finding the Proposed Project Zone Text Amending No. 2019-02 Inyo County Exempt from the Requirements of the California Environmental Quality Act;" and
- C) Introduce, waive further reading of and enact a propose ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Sections 18.06.182, 18.78.360, 18.45.030, 18.49.040, and 18.56.040 of the Inyo County Code."

**SUMMARY/JUSTIFICATION:**

**BACKGROUND**

Inyo County adopted ordinances 1221 and 1223 on January 16, 2018. These two ordinances created code to regulate commercial cannabis activities locally and included land use elements meant to allow for the production of commercial cannabis under a conditional use permit. The ordinances passed by Inyo County were done so following extensive community outreach and consultation between county staff and state agencies.

At a workshop presented by the County Commercial Cannabis Permitting Officer, your Board directed staff to develop an additional license category for non-storefront retail, which will allow for "delivery only" commercial cannabis activity. This agenda item, in conjunction with the update to Chapter 5.40 (also before your Board today), is before you pursuant to that Board direction.

**FINDINGS**

California Environmental Quality Act (CEQA)

Zone Text Amendment No. 2019-02/Inyo County – Commercial Activities, is Exempt from CEQA by covered by the General Rule / "common sense exemption" found at 14 CCR section 15061(b)(3) stating that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen

with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Since this proposal does not approve a development project or future development projects and subsequent to this ordinance projects proposed pursuant to it will require Conditional Use Permits that are subject to CEQA as required for discretionary approvals by the Inyo County Planning Commission it is Exempt from CEQA.

The project is further exempt from CEQA pursuant to California Business and Professions Code section 26055(h).

**General Plan Consistency**

The approval of ZTA 2019-02 results in updates to certain allowed activities related to commercial cannabis, which does not, cause new use types to what is already allowed based on General Plan designations and conditional use permits will continue to be required for all commercial cannabis activities, which includes General Plan consistency review.

**Zoning Ordinance Consistency**

ZTA 2019-02 is consistent with the Inyo County Zoning code as it will result updates to certain allowed activities related to commercial cannabis, which does not cause new use types to what is already established in the Inyo County Zoning Code and conditional use permits will continue to be required for all commercial cannabis activities.

**RECOMMENDATION**

The Planning Commission reviewed the proposed Ordinance at its November 6, 2019 meeting and voted unanimously to adopt a resolution (attached) recommending the Board of Supervisors Enact the Ordinance. No substantive issues were raised.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could reject this proposed change and continue to require all Commercial Cannabis "retail" licenses to have a store-front.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. Title 18 Cannabis Update Resolution
2. Planning Commission Resolution No. 2019-02
3. Ordinance - Title 18 Amendments

**APPROVALS:**

Cathreen Richards	Created/Initiated - 10/21/2019
Darcy Ellis	Approved - 10/21/2019
Cathreen Richards	Approved - 10/21/2019
Marshall Rudolph	Final Approval - 11/13/2019

**RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA, FINDING THE  
PROPOSED PROJECT ZONE TEXT AMENDMENT NO. 2019-02  
INYO COUNTY IS EXEMPT FROM THE REQUIREMENTS OF THE  
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

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

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the General Rule / “common sense exemption” found in 14 CCR section 15061(b)(3) limiting the application of CEQA only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

WHEREAS, the Inyo County Planning Commission held a public hearing on November 6, 2019, to review and consider a request for approval of Zone Text Amendment No. 2019-02, and considered the staff report for the project and all oral and written comments regarding the proposal; and

WHEREAS, ICC Section 18.03.020 in part states that it is necessary for the zoning ordinance to be consistent with the General Plan; and

WHEREAS, the approval of ZTA 2019-02 results in updates to certain allowed activities related to commercial cannabis, which does not, cause new use types to what is already allowed based on General Plan designations and conditional use permits will continue to be required for all commercial cannabis activities; and

WHEREAS, ZTA 2019-02 is consistent with the Inyo County Zoning code as it will result updates to certain allowed activities related to commercial cannabis, cause new use types to what is already established in the Inyo County Zoning Code and conditional use permits will continue to be required for all commercial cannabis activities; and

WHEREAS, the proposed ordinance is exempt from CEQA pursuant to California Business and Professions Code section 26055(h).

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received at the November 6, 2019, hearing, including the Planning Department Staff Report, the Board of Supervisors adopts the recommendations of the Planning Commission and makes the following findings:

1. The proposed ordinance is covered by the General Rule / common sense exemption found in 14 CCR 15061(b)(3) that states CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Projects subsequent to this ordinance will require discretionary approval and therefore will be required to include a CEQA evaluation.
2. The proposed ordinance is exempt from CEQA pursuant to California Business and Professions Code section 26055(h).
3. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Goals and Policies of the Inyo County General Plan.
4. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

PASSED AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

---

Rick Pucci, Chairperson  
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER  
Clerk of the Board

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

**RESOLUTION NO. 2019-02**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS FIND THE PROPOSED PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TO MAKE CERTAIN FINDINGS WITH RESPECT TO AND RECOMMEND THE INYO COUNTY BOARD OF SUPERVISORS APPROVE ZONE TEXT AMENDMENT NO. 2019-02 INYO COUNTY**

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

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the General Rule / “common sense exemption” found in 14 CCR section 15061(b)(3) limiting the application of CEQA only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

WHEREAS, the Inyo County Planning Commission held a public hearing on November 6, 2019, to review and consider a request for approval of Zone Text Amendment No. 2019-02, and considered the staff report for the project and all oral and written comments regarding the proposal; and

WHEREAS, ICC Section 18.03.020 in part states that it is necessary for the zoning ordinance to be consistent with the General Plan; and

WHEREAS, the approval of ZTA 2019-02 results in updates to certain allowed activities related to commercial cannabis, which does not, cause new use types to what is already allowed based on General Plan designations and conditional use permits will continue to be required for all commercial cannabis activities; and

WHEREAS, ZTA 2019-02 is consistent with the Inyo County Zoning code as it will result updates to certain allowed activities related to commercial cannabis, cause new use types to what is already established in the Inyo County Zoning Code and conditional use permits will continue to be required for all commercial cannabis activities; and

WHEREAS, the proposed ordinance is exempt from CEQA pursuant to California Business and Professions Code section 26055(h).

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received at the November 6, 2019, hearing, including the Planning Department Staff Report, the Planning Commission makes the following findings regarding the proposal and hereby recommends that the Board of Supervisors adopt the following findings for the proposed project:

**RECOMMENDED FINDINGS**

1. The proposed ordinance is covered by the General Rule / common sense exemption found in 14 CCR 15061(b)(3) that states CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Projects subsequent to this ordinance will require discretionary approval and therefore will be required to include a CEQA evaluation.
2. The proposed ordinance is exempt from CEQA pursuant to California Business and Professions Code section 26055(h).
3. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Goals and Policies of the Inyo County General Plan.
4. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

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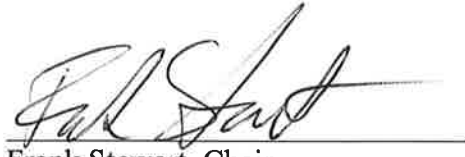
BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions:

**RECOMMENDED ACTIONS**

1. Approve the Amendments to Title 18 regarding Commercial Cannabis activities based on all of the information in the public record and on the recommendation of the Planning Commission.

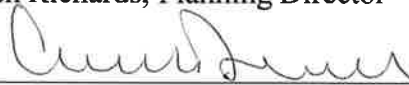
PASSED AND ADOPTED this 6<sup>th</sup> day of November, 2019, by the following vote of the Inyo County Planning Commission:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:



Frank Stewart, Chair  
Inyo County Planning Commission

ATTEST:  
Cathreen Richards, Planning Director

By   
Paula Riesen, Secretary of the Commission



ORDINANCE 1247

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTIONS 18.06.182, 18.78.360, 18.45.030, 18.49.040, AND 18.56.040 OF THE INYO COUNTY CODE.

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

**WHEREAS**, the MAUCRSA preserves that authorities of local public agencies to regulate commercial cannabis activity more stringently than required by state law; and

**WHEREAS**, the Inyo County Board of Supervisors approved the enactment of Chapter 5.40 to the Inyo County Code; and

**WHEREAS**, the Inyo County Board of Supervisors previously directed staff to investigate the feasibility of adding non-storefront retail commercial cannabis licenses to the existing licensing program; and

**WHEREAS**, the results of this study indicate that a non-storefront retail commercial cannabis license is viable; and

**WHEREAS**, the Inyo County Planning Commission met to discuss the consistency with Inyo County zoning code and concurred with county staff recommendations.

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

**SECTION I.** Chapter 18.06 of the Inyo County Code is amended to add subsection 18.06.183 E as follows:

“18.06.182 E. Classification 9, Non-Storefront Retail, for the retail sale exclusively by delivery, with the licensed premises being closed to the public.”

**SECTION II.** Subsections 18.06.182 F-H of the Inyo County Code are amended in their entirety to read as follows:

“18.06.182 F. Classification 10, Retailer, for the retail sale and delivery of cannabis or cannabis products to customers.”

“18.06.182 G. Classification 11, Distributor, for the distribution of cannabis and cannabis products.”

“18.06.182 H. Classification 12, Microbusiness, for the cultivation of cannabis on an area less than ten thousand square feet and to act as a licensed distributor, Level 1 Manufacturer, and/or Retailer.”

**SECTION III.** Section 18.78.360 of the Inyo County Code is amended to add Subsection 18.78.360 B.4 as follows:

“18.78.360 B.4. Non-Storefront Retail – In the general commercial, heavy commercial and light industrial zones.”

**SECTION IV.** Subsections 18.78.360 B 5-6 of the Inyo County Code are amended in their entirety to read as follows:

“18.78.360. B.5, Retailer - In the central business, general commercial and retail, highway service and tourist commercial; distributor—in the heavy commercial, general industrial and extractive and light industrial zones; and”

“18.78.360.B.6, Microbusiness—In the open space, heavy commercial, general industrial and extractive and light industrial zones so long as the authorized microbusiness does not otherwise expand the types of permitted land uses within said zones.”

**SECTION V.** Section 18.45.030 of the Inyo County Code is amended to add Subsection 8.45.030 P as follows:

“18.45.030 P. Non-storefront commercial cannabis retailer and delivery, pursuant to commercial cannabis license classification 9.”

**SECTION VI.** Subsections 18.45.030 Q-S of the Inyo County Code are amended in their entirety to read as follows:

“18.45.030 Q. Commercial cannabis retailer and delivery, pursuant to commercial cannabis license classification 10;”

“18.45.030 R. Commercial cannabis distributor pursuant to commercial cannabis license classification 11;”

“18.45.030 S. Commercial cannabis microbusiness pursuant to commercial cannabis license classification 12 combining only some or all of those uses otherwise permitted by this section.”

**SECTION VII.** Section 18.49.040 of the Inyo County Code is amended to add Subsection 18.49.040 L as follows:

“18.49.040 L. Non-storefront commercial cannabis retailer and delivery, pursuant to commercial cannabis license classification 9.”

**SECTION VIII.** Subsections 18.45.040 M-O of the Inyo County Code are amended in their entirety to read as follows:

“18.49.040 M. Commercial cannabis transportation or distribution facilities pursuant to commercial cannabis license classification 11;”

“18.49.040 N. Commercial cannabis testing facilities pursuant to commercial cannabis license classification 8;”

“18.49.040 O. Cannabis microbusinesses pursuant to commercial cannabis license classification 12 combining only some or all of those uses otherwise permitted by this section.”

**SECTION IX.** Section 18.56.040 of the Inyo County Code is amended to add Subsection 18.56.040 I as follows:

“18.56.040 I. Non-storefront commercial cannabis retailer and delivery, pursuant to commercial cannabis license classification 9;”

**SECTION X.** Subsections 18.56.040 J-N of the Inyo County Code are amended in their entirety to read as follows:

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

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

“18.56.040 L. Cannabis microbusinesses pursuant to commercial cannabis license classification 12 combining only some or all of those uses otherwise permitted by this section;”

“18.56.040 M. Hemp Cultivation. Industrial hemp cultivation shall be subject to odor, noise, pollen escape and visual resource mitigation requirements;”

“18.56.040 N. Nonvolatile hemp manufacturing.”

**SECTION XI.** 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 XII.** Effective date.

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Rick Pucci, Chairperson

ATTEST:     Clint Quilter  
                  Clerk to the Board

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

# Agenda

## County of Inyo Board of Equalization

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

### November 19, 2019

- 1:30 p.m.**
1. **MINUTE APPROVAL** – Request approval of the minutes of the Board of Equalization meeting of October 15, 2019.
  2. **STIPULATIONS** – Request approval of the Stipulations of Value for the following Assessment Appeals for the corresponding Assessor Parcel Numbers, submitted by the 1997 Mary L. Wiley Trust:

2018-44	048-090-01
2018-45	048-100-02
2018-46	048-120-09
2018-47	048-170-02
2018-48	048-170-07
2018-49	048-170-09
2018-50	048-170-56
2018-51	048-190-01
2018-53	048-190-03

# MINUTES

# County of Inyo Board of EQUALIZATION

October 15, 2019

The Board of Equalization of the County of Inyo, State of California, met in regular session at the hour of 3:06 p.m., on Tuesday, October 15, 2019, in the Board of Supervisors Room, at the County Administrative Center, in Independence, with the following Board Members present: Supervisor Rick Pucci, presiding, Jeff Griffiths, Rick Pucci, Mark Tillemans, and Matt Kingsley.

- Election of Officers Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to nominate and elect Chairperson Pucci as Chairperson of the Board of Equalization. Motion carried unanimously. Moved by Supervisor Tillemans and seconded by Supervisor Griffiths to nominate and elect Supervisor Kingsley as Vice Chair of the Board of Equalization. Motion carried unanimously.
- Approval of Minutes Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to approve the minutes of the Board of Equalization meeting of December 11, 2018. Motion carried unanimously.
- Oaths The Assistant Clerk of the Board announced that there did not appear to be anyone present on behalf of the appellant for the upcoming appeal hearing, and therefor advised that the administration of oaths was not necessary at this time.
- Stipulation of Value Application No. 2018-06 (Sunrun Inc.) Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to approve the Stipulation of Value for Assessment Appeal No. 2018-06, concerning Assessor Parcel No. 002-015-056, submitted by Sunrun, Inc. Motion carried unanimously.
- Assessment Appeal Denied – No. 2018-08/APN 002010-283 (Waterlogic Americas LLC) Per Tax Rule 313 (a), it was confirmed that neither the applicant nor applicant's agent was present, and that the Assistant Clerk of the Board had notified the applicant of the time and place of the hearing. Moved by Supervisor Totheroh and seconded by Supervisor Tillemans to deny for lack of appearance Application for Changed Assessment No. 2018-08, concerning Assessor Parcel No. 002010-283, submitted by Waterlogic Americas LLC.
- Adjournment The Chairperson adjourned the Board of Equalization meeting at 3:14 p.m.

\_\_\_\_\_  
*Chairperson, Inyo County Board of Equalization*

*Attest: CLINT G. QUILTER  
Clerk of the Board*

by: \_\_\_\_\_  
*Darcy Ellis, Assistant*

**STIPULATION AGREEMENT**

*To be completed by the Assessor and filed with the Clerk of the Board at the address shown.*

**BEFORE THE COUNTY BOARD**

**COUNTY OF INYO, STATE OF CALIFORNIA**

**IN THE MATTER OF THE APPLICATION OF:**

2018-44

APPLICATION NUMBER(S)

Wiley Trust, Mary L 1997

048-090-01

NAME OF APPLICANT

PARCEL OR FILE NUMBER(S)

**STIPULATION TO VALUE**

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 <u>18</u> - 20 <u>19</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND	1,162,019	960,000	1,024,000	138,019
IMPROVEMENTS/ STRUCTURES	0	0	0	0
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY	0	0	0	0
TOTALS	1,162,019	960,000	1,024,000	138,019
PENALTY				

3. The facts upon which the change in assessed value is based are as follows:

The subject property is a 640 acre parcel of vacant land located in southeast Inyo county also known as the Charleston View area near where the Old Spanish Highway takes off from Highway 160. The Assessor is in agreement with an appraisal that the taxpayer had commissioned on this property describing it as mitigation or extra land. It is outside of the desirable area planned for any future solar projects and since it sits in a known floodplain, is also not desirable for development. Highest and best use is as conservation land for its ecological value as a habitat for wildlife. Therefore the Assessor and the taxpayer are in agreement that \$1,600 per acre is fair market value for this property.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE ▶ <i>Steven P. Scan</i>		DATE EXECUTED <i>Oct 18, 2019</i>
NAME OF AUTHORIZED SIGNER <i>Steven P. Scan</i>		TITLE <i>Attorney</i>
FILING STATUS <input type="checkbox"/> OWNER <input type="checkbox"/> AGENT <input checked="" type="checkbox"/> ATTORNEY <input type="checkbox"/> SPOUSE <input type="checkbox"/> REGISTERED DOMESTIC PARTNER <input type="checkbox"/> CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> PERSON AFFECTED <input type="checkbox"/> CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ <input type="checkbox"/> CORPORATE OFFICER OR DESIGNATED EMPLOYEE		
SIGNATURE OF COUNTY ASSESSOR ▶ <i>Dave Stottlemyre</i>		PRINT NAME OF COUNTY ASSESSOR Dave Stottlemyre
SIGNATURE OF COUNTY COUNSEL ▶ <i>Marshall Rudolph</i>		PRINT NAME OF COUNTY COUNSEL Marshall Rudolph

**FOR COUNTY BOARD USE ONLY**

- The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.
- The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: \_\_\_\_\_ DATE

ATTEST BY COUNTY BOARD:

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CLERK OF THE BOARD

**STIPULATION AGREEMENT**

*To be completed by the Assessor and filed with the Clerk of the Board at the address shown.*

**BEFORE THE COUNTY BOARD**

COUNTY OF INYO, STATE OF CALIFORNIA

**IN THE MATTER OF THE APPLICATION OF:**

Wiley Trust, Mary L 1997  
NAME OF APPLICANT

2018-45  
APPLICATION NUMBER(S)  
048-100-02  
PARCEL OR FILE NUMBER(S)

**STIPULATION TO VALUE**

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 <u>18</u> - 20 <u>19</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND	1,155,530	954,540	1,018,176	137,354
IMPROVEMENTS/ STRUCTURES	0	0	0	0
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY	0	0	0	0
TOTALS	1,155,530	954,540	1,018,176	137,354
PENALTY				



3. The facts upon which the change in assessed value is based are as follows:


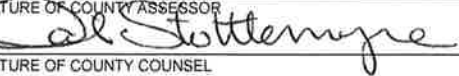

The subject property is a 636.36 acre parcel of vacant land located in southeast Inyo county also known as the Charleston View area near where the Old Spanish Highway takes off from Highway 160. The Assessor is in agreement with an appraisal that the taxpayer had commissioned on this property describing it as mitigation or extra land. It is outside of the desirable area planned for any future solar projects and since it sits in a known floodplain, is also not desirable for development. Highest and best use is as conservation land for its ecological value as a habitat for wildlife. Therefore the Assessor and the taxpayer are in agreement that \$1,600 per acre is fair market value for this property.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE ▶ 		DATE EXECUTED Oct. 18 2019
NAME OF AUTHORIZED SIGNER Steven R. Scaw		TITLE Attorney
FILING STATUS <input type="checkbox"/> OWNER <input type="checkbox"/> AGENT <input checked="" type="checkbox"/> ATTORNEY <input type="checkbox"/> SPOUSE <input type="checkbox"/> REGISTERED DOMESTIC PARTNER <input type="checkbox"/> CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> PERSON AFFECTED <input type="checkbox"/> CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ <input type="checkbox"/> CORPORATE OFFICER OR DESIGNATED EMPLOYEE		
SIGNATURE OF COUNTY ASSESSOR ▶ 		PRINT NAME OF COUNTY ASSESSOR Dave Stottlemire
SIGNATURE OF COUNTY COUNSEL ▶ 		PRINT NAME OF COUNTY COUNSEL Marshall Rudolph

**FOR COUNTY BOARD USE ONLY**

- The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.
- The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: \_\_\_\_\_ DATE

ATTEST BY COUNTY BOARD:

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CLERK OF THE BOARD

**STIPULATION AGREEMENT**

*To be completed by the Assessor and filed with the Clerk of the Board at the address shown.*

**BEFORE THE COUNTY BOARD**

**COUNTY OF INYO, STATE OF CALIFORNIA**

**IN THE MATTER OF THE APPLICATION OF:**

2018-46

APPLICATION NUMBER(S)

Wiley Trust, Mary L 1997

048-120-09

NAME OF APPLICANT

PARCEL OR FILE NUMBER(S)

**STIPULATION TO VALUE**

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 <u>18</u> - 20 <u>19</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND	110,351	91,155	97,232	13,119
IMPROVEMENTS/ STRUCTURES	0	0	0	0
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY	0	0	0	0
TOTALS	110,351	91,155	97,232	13,119
PENALTY				

3. The facts upon which the change in assessed value is based are as follows:


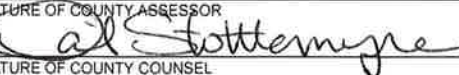
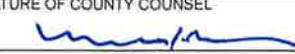
The subject property is a 60.77 acre parcel of vacant land located in southeast Inyo county also known as the Charleston View area near where the Old Spanish Highway takes off from Highway 160. The Assessor is in agreement with an appraisal that the taxpayer had commissioned on this property describing it as mitigation or extra land. It is outside of the desirable area planned for any future solar projects and since it sits in a known floodplain, is also not desirable for development. Highest and best use is as conservation land for its ecological value as a habitat for wildlife. Therefore the Assessor and the taxpayer are in agreement that \$1,600 per acre is fair market value for this property.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE 	DATE EXECUTED Oct 18, 2019
NAME OF AUTHORIZED SIGNER Steven R. Scow	TITLE Attorney
FILING STATUS <input type="checkbox"/> OWNER <input type="checkbox"/> AGENT <input checked="" type="checkbox"/> ATTORNEY <input type="checkbox"/> SPOUSE <input type="checkbox"/> REGISTERED DOMESTIC PARTNER <input type="checkbox"/> CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> PERSON AFFECTED <input type="checkbox"/> CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ <input type="checkbox"/> CORPORATE OFFICER OR DESIGNATED EMPLOYEE	
SIGNATURE OF COUNTY ASSESSOR 	PRINT NAME OF COUNTY ASSESSOR Dave Stottlemire
SIGNATURE OF COUNTY COUNSEL 	PRINT NAME OF COUNTY COUNSEL Marshall Rudolph

**FOR COUNTY BOARD USE ONLY**

- The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.
- The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: \_\_\_\_\_ DATE

ATTEST BY COUNTY BOARD:

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CLERK OF THE BOARD

**STIPULATION AGREEMENT**

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

**BEFORE THE COUNTY BOARD**

COUNTY OF INYO, STATE OF CALIFORNIA

**IN THE MATTER OF THE APPLICATION OF:**

Wiley Trust, Mary L  
NAME OF APPLICANT

2018-47  
APPLICATION NUMBER(S)  
048-170-02  
PARCEL OR FILE NUMBER(S)

**STIPULATION TO VALUE**

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 <u>18</u> - 20 <u>19</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND	1,441,257	960,480	1,024,512	416,745
IMPROVEMENTS/ STRUCTURES	0	0	0	0
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY	0	0	0	0
TOTALS	1,441,257	960,480	1,024,512	416,745
PENALTY				

3. The facts upon which the change in assessed value is based are as follows:

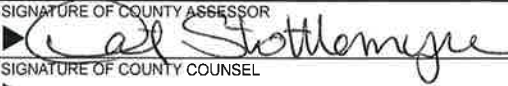

The subject property is a 640.32 acre parcel of vacant land located in southeast Inyo county also known as the Charleston View area near where the Old Spanish Highway takes off from Highway 160. The Assessor is in agreement with an appraisal that the taxpayer had commissioned on this property describing it as mitigation or extra land. It is outside of the desirable area planned for any future solar projects and since it sits in a known floodplain, is also not desirable for development. Highest and best use is as conservation land for its ecological value as a habitat for wildlife. Therefore the Assessor and the taxpayer are in agreement that \$1,600 per acre is fair market value for this property.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE 		DATE EXECUTED Oct. 18 2019
NAME OF AUTHORIZED SIGNER Steven R. Scow		TITLE Attorney
FILING STATUS		
<input type="checkbox"/> OWNER <input type="checkbox"/> AGENT <input checked="" type="checkbox"/> ATTORNEY <input type="checkbox"/> SPOUSE <input type="checkbox"/> REGISTERED DOMESTIC PARTNER <input type="checkbox"/> CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> PERSON AFFECTED		
<input type="checkbox"/> CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ <input type="checkbox"/> CORPORATE OFFICER OR DESIGNATED EMPLOYEE		
SIGNATURE OF COUNTY ASSESSOR 		PRINT NAME OF COUNTY ASSESSOR Dave Stottlemire
SIGNATURE OF COUNTY COUNSEL 		PRINT NAME OF COUNTY COUNSEL Marshall Rudolph

**FOR COUNTY BOARD USE ONLY**

- The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.
- The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: \_\_\_\_\_ DATE

ATTEST BY COUNTY BOARD:

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CLERK OF THE BOARD

**STIPULATION AGREEMENT**

*To be completed by the Assessor and filed with the Clerk of the Board at the address shown.*

**BEFORE THE COUNTY BOARD**

COUNTY OF INYO, STATE OF CALIFORNIA

**IN THE MATTER OF THE APPLICATION OF:**

Wiley Trust, Mary L 1997  
NAME OF APPLICANT

2018-48  
APPLICATION NUMBER(S)  
048-170-07  
PARCEL OR FILE NUMBER(S)

**STIPULATION TO VALUE**

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 <u>18</u> - 20 <u>19</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND	1,162,019	962,175	1,026,320	135,699
IMPROVEMENTS/ STRUCTURES	0	0	0	0
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY	0	0	0	0
TOTALS	1,162,019	962,175	1,026,320	135,699
PENALTY				

3. The facts upon which the change in assessed value is based are as follows:


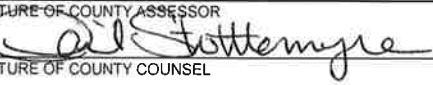
The subject property is a 641.45 acre parcel of vacant land located in southeast Inyo county also known as the Charleston View area near where the Old Spanish Highway takes off from Highway 160. The Assessor is in agreement with an appraisal that the taxpayer had commissioned on this property describing it as mitigation or extra land. It is outside of the desirable area planned for any future solar projects and since it sits in a known floodplain, is also not desirable for development. Highest and best use is as conservation land for its ecological value as a habitat for wildlife. Therefore the Assessor and the taxpayer are in agreement that \$1,600 per acre is fair market value for this property.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE ▶ 		DATE EXECUTED Oct 18 2019
NAME OF AUTHORIZED SIGNER Steven R. Scaw		TITLE Attorney
FILING STATUS <input type="checkbox"/> OWNER <input type="checkbox"/> AGENT <input checked="" type="checkbox"/> ATTORNEY <input type="checkbox"/> SPOUSE <input type="checkbox"/> REGISTERED DOMESTIC PARTNER <input type="checkbox"/> CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> PERSON AFFECTED <input type="checkbox"/> CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ <input type="checkbox"/> CORPORATE OFFICER OR DESIGNATED EMPLOYEE		
SIGNATURE OF COUNTY ASSESSOR ▶ 		PRINT NAME OF COUNTY ASSESSOR Dave Stottlemyre
SIGNATURE OF COUNTY COUNSEL ▶ 		PRINT NAME OF COUNTY COUNSEL Marshall Rudolph

**FOR COUNTY BOARD USE ONLY**

- The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.
- The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: \_\_\_\_\_ DATE

ATTEST BY COUNTY BOARD:

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CLERK OF THE BOARD



**STIPULATION AGREEMENT**

*To be completed by the Assessor and filed with the Clerk of the Board at the address shown.*

**BEFORE THE COUNTY BOARD**

COUNTY OF INYO, STATE OF CALIFORNIA

**IN THE MATTER OF THE APPLICATION OF:**

2018-49

APPLICATION NUMBER(S)

Wiley Trust, Mary L 1997

048-170-09

NAME OF APPLICANT

PARCEL OR FILE NUMBER(S)

**STIPULATION TO VALUE**

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 <u>18</u> - 20 <u>19</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND	1,162,019	960,720	1,024,768	137,251
IMPROVEMENTS/ STRUCTURES	0	0	0	0
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY	0	0	0	0
TOTALS	1,162,019	960,720	1,024,768	137,251
PENALTY				



3. The facts upon which the change in assessed value is based are as follows:




The subject property is a 640.48 acre parcel of vacant land located in southeast Inyo county also known as the Charleston View area near where the Old Spanish Highway takes off from Highway 160. The Assessor is in agreement with an appraisal that the taxpayer had commissioned on this property describing it as mitigation or extra land. It is outside of the desirable area planned for any future solar projects and since it sits in a known floodplain, is also not desirable for development. Highest and best use is as conservation land for its ecological value as a habitat for wildlife. Therefore the Assessor and the taxpayer are in agreement that \$1,600 per acre is fair market value for this property.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE 		DATE EXECUTED Oct 18 2019
NAME OF AUTHORIZED SIGNER Steven R. Scaw		TITLE Attorney
FILING STATUS <input type="checkbox"/> OWNER <input type="checkbox"/> AGENT <input checked="" type="checkbox"/> ATTORNEY <input type="checkbox"/> SPOUSE <input type="checkbox"/> REGISTERED DOMESTIC PARTNER <input type="checkbox"/> CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> PERSON AFFECTED <input type="checkbox"/> CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ <input type="checkbox"/> CORPORATE OFFICER OR DESIGNATED EMPLOYEE		
SIGNATURE OF COUNTY ASSESSOR 		PRINT NAME OF COUNTY ASSESSOR Dave Stottlemyre
SIGNATURE OF COUNTY COUNSEL 		PRINT NAME OF COUNTY COUNSEL Marshall Rudolph

**FOR COUNTY BOARD USE ONLY**

- The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.
- The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: \_\_\_\_\_ DATE

ATTEST BY COUNTY BOARD:

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CLERK OF THE BOARD

**STIPULATION AGREEMENT**

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

**BEFORE THE COUNTY BOARD**

COUNTY OF INYO, STATE OF CALIFORNIA

**IN THE MATTER OF THE APPLICATION OF:**

2018-50

APPLICATION NUMBER(S)

Wiley Trust, Mary L

048-170-56

NAME OF APPLICANT

PARCEL OR FILE NUMBER(S)

**STIPULATION TO VALUE**

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 <u>18</u> - 20 <u>19</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND	1,407,478	935,850	998,240	409,238
IMPROVEMENTS/ STRUCTURES	0	0	0	0
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY	0	0	0	0
TOTALS	1,407,478	935,850	998,240	409,238
PENALTY				

3. The facts upon which the change in assessed value is based are as follows:

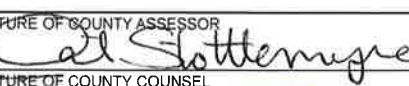
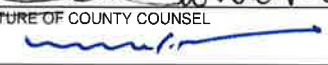
The subject property is a 623.90 acre parcel of vacant land located in southeast Inyo county also known as the Charleston View area near where the Old Spanish Highway takes off from Highway 160. The Assessor is in agreement with an appraisal that the taxpayer had commissioned on this property describing it as mitigation or extra land. It is outside of the desirable area planned for any future solar projects and since it sits in a known floodplain, is also not desirable for development. Highest and best use is as conservation land for its ecological value as a habitat for wildlife. Therefore the Assessor and the taxpayer are in agreement that \$1,600 per acre is fair market value for this property.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE 		DATE EXECUTED Oct 18 2019
NAME OF AUTHORIZED SIGNER Steven R. Scow		TITLE Attorney
FILING STATUS <input type="checkbox"/> OWNER <input type="checkbox"/> AGENT <input checked="" type="checkbox"/> ATTORNEY <input type="checkbox"/> SPOUSE <input type="checkbox"/> REGISTERED DOMESTIC PARTNER <input type="checkbox"/> CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> PERSON AFFECTED <input type="checkbox"/> CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ <input type="checkbox"/> CORPORATE OFFICER OR DESIGNATED EMPLOYEE		
SIGNATURE OF COUNTY ASSESSOR 		PRINT NAME OF COUNTY ASSESSOR Dave Stottlemyre
SIGNATURE OF COUNTY COUNSEL 		PRINT NAME OF COUNTY COUNSEL Marshall Rudolph

**FOR COUNTY BOARD USE ONLY**

- The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.
- The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: \_\_\_\_\_ DATE

ATTEST BY COUNTY BOARD:

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CLERK OF THE BOARD

**STIPULATION AGREEMENT**

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

**BEFORE THE COUNTY BOARD**

COUNTY OF INYO, STATE OF CALIFORNIA

**IN THE MATTER OF THE APPLICATION OF:**

2018-51

APPLICATION NUMBER(S)

Wiley Trust, Mary L

048-190-01

NAME OF APPLICANT

PARCEL OR FILE NUMBER(S)

**STIPULATION TO VALUE**

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 <u>18</u> - 20 <u>19</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND	168,895	112,185	119,664	49,231
IMPROVEMENTS/ STRUCTURES	0	0	0	0
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY	0	0	0	0
TOTALS	168,895	112,185	119,664	49,231
PENALTY				

3. The facts upon which the change in assessed value is based are as follows:


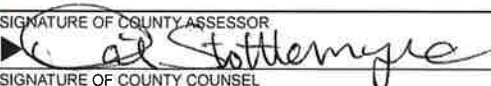

The subject property is a 74.79 acre parcel of vacant land located in southeast Inyo county also known as the Charleston View area near where the Old Spanish Highway takes off from Highway 160. The Assessor is in agreement with an appraisal that the taxpayer had commissioned on this property describing it as mitigation or extra land. It is outside of the desirable area planned for any future solar projects and since it sits in a known floodplain, is also not desirable for development. Highest and best use is as conservation land for its ecological value as a habitat for wildlife. Therefore the Assessor and the taxpayer are in agreement that \$1,600 per acre is fair market value for this property.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE 		DATE EXECUTED Oct 18 2019
NAME OF AUTHORIZED SIGNER Steven R. Scaw		TITLE Attorney
FILING STATUS <input type="checkbox"/> OWNER <input type="checkbox"/> AGENT <input checked="" type="checkbox"/> ATTORNEY <input type="checkbox"/> SPOUSE <input type="checkbox"/> REGISTERED DOMESTIC PARTNER <input type="checkbox"/> CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> PERSON AFFECTED <input type="checkbox"/> CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ <input type="checkbox"/> CORPORATE OFFICER OR DESIGNATED EMPLOYEE		
SIGNATURE OF COUNTY ASSESSOR 		PRINT NAME OF COUNTY ASSESSOR Dave Stottlemyre
SIGNATURE OF COUNTY COUNSEL 		PRINT NAME OF COUNTY COUNSEL Marshall Rudolph

**FOR COUNTY BOARD USE ONLY**

- The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.
- The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: \_\_\_\_\_ DATE

ATTEST BY COUNTY BOARD:

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CLERK OF THE BOARD

**STIPULATION AGREEMENT**

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

**BEFORE THE COUNTY BOARD**

COUNTY OF INYO, STATE OF CALIFORNIA

**IN THE MATTER OF THE APPLICATION OF:**

2018-53

APPLICATION NUMBER(S)

Wiley Trust, Mary L 1997

048-190-03

NAME OF APPLICANT

PARCEL OR FILE NUMBER(S)

**STIPULATION TO VALUE**

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 <u>18</u> - 20 <u>19</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND	1,155,530	957,645	1,021,488	134,042
IMPROVEMENTS/ STRUCTURES	0	0	0	0
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY	0	0	0	0
TOTALS	1,155,530	957,645	1,021,488	134,042
PENALTY				

3. The facts upon which the change in assessed value is based are as follows:


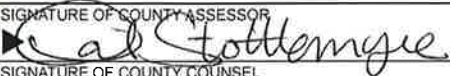

The subject property is a 638.43 acre parcel of vacant land located in southeast Inyo county also known as the Charleston View area near where the Old Spanish Highway takes off from Highway 160. The Assessor is in agreement with an appraisal that the taxpayer had commissioned on this property describing it as mitigation or extra land. It is outside of the desirable area planned for any future solar projects and since it sits in a known floodplain, is also not desirable for development. Highest and best use is as conservation land for its ecological value as a habitat for wildlife. Therefore the Assessor and the taxpayer are in agreement that \$1,600 per acre is fair market value for this property.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE 		DATE EXECUTED Oct 18 2019
NAME OF AUTHORIZED SIGNER Steven R. Scow		TITLE Attorney
FILING STATUS <input type="checkbox"/> OWNER <input type="checkbox"/> AGENT <input checked="" type="checkbox"/> ATTORNEY <input type="checkbox"/> SPOUSE <input type="checkbox"/> REGISTERED DOMESTIC PARTNER <input type="checkbox"/> CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> PERSON AFFECTED <input type="checkbox"/> CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ <input type="checkbox"/> CORPORATE OFFICER OR DESIGNATED EMPLOYEE		
SIGNATURE OF COUNTY ASSESSOR 		PRINT NAME OF COUNTY ASSESSOR Dave Stottlemyre
SIGNATURE OF COUNTY COUNSEL 		PRINT NAME OF COUNTY COUNSEL Marshall Rudolph

**FOR COUNTY BOARD USE ONLY**

- The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.
- The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: \_\_\_\_\_ DATE

ATTEST BY COUNTY BOARD:

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CLERK OF THE BOARD