

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

March 12, 2019

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Rick Benson, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

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

10:00 a.m. PLEDGE OF ALLEGIANCE

3. **REPORT ON CLOSED SESSION**
4. **PUBLIC COMMENT**
5. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

DEPARTMENTAL – PERSONNEL ACTIONS

6. **COUNTY ADMINISTRATOR – Information Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician I-III exists in the Information Services budget, as certified by the Information Services 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 candidates apply; and C) approve the hiring of one (1) Office Technician [Level I, Range 55 (\$3,213 - \$2,907) – Level III, Range 63 (\$3,867 - \$4,705)].
7. **PUBLIC WORKS** – Request board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Building Inspector, Building Inspector Senior, or Building Associate Official exists in the Building and Safety budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications of the position, the vacancy could 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) Building Inspector, Range

68 (\$4,357 - \$5,294), Building Inspector Senior, Range 72 (\$4,787 - \$5,815) or Building Associate Official, Range 80 (\$5,784 - \$7,035), depending upon qualifications; and D) if an internal candidate is hired into one of these positions, authorize Public Works to backfill the resulting vacancy.

8. **WATER DEPARTMENT** – Request Board:

- A) Approve the amended job descriptions for the Associate Scientist, Scientist, Senior Scientist and Research Assistant II;
- B) Change the authorized staffing of the Water Department by deleting 1.0 FTE Science Coordinator, Range 83 (\$6,225 - \$7,564) and adding 1.0 FTE Research Assistant II, Range 62 (\$3,783 - \$4,600); and
- C) Find that, consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for these positions exists in the Water Projects Fund, as certified by the Water Director and concurred with by the County Administrator and Auditor-Controller; 2) where internal candidates meet the qualifications for the position, the vacancies could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and 3) approve the hiring of one (1) Research Assistant II, Range 62 (\$3,783 - \$4,600) and one (1) Associate Scientist, Range 76 (\$5,264 - \$6,400), Scientist, Range 80 (\$5,784 - \$7,035), or Senior Scientist, Range 82 (\$6,076 - \$7,378), depending upon qualifications.

CONSENT AGENDA (Approval recommended by the County Administrator)

CLERK OF THE BOARD

- 9. Request Board appoint Serena Johnson to the Child Care Planning Council, to an unexpired three-year term for a Community Representative ending November 4, 2021. (*Notice of Vacancy resulted in request for appointment from Ms. Johnson.*)

COUNTY ADMINISTRATOR

- 10. **Personnel** – Request Board approve Resolution No. 2019-08, titled, “A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo,” and authorize the Chairperson to sign.
- 11. **Personnel** – Request Board consider and grant an employee leave of absence without pay request from March 12, 2019 through June 10, 2019, in accordance with Article X, Leaves, 10.4(a) of the Inyo County Personnel Rules and Regulations.
- 12. **Recycling and Waste Management** – Request Board award a bid in the amount of \$13,954 to Stockton Tri Industries of Stockton, CA for the purchase of two (2) 30-foot roll-off bins.
- 13. **Recycling and Waste Management** – Request Board appoint Jerry Oser, Fred Aubrey, and the Assistant/Deputy County Administrator to the Inyo County Integrated Waste Management Local Task Force.

HEALTH & HUMAN SERVICES

- 14. **Emergency Medical Care Committee** – Request Board reappoint Carl R. Dennett to the Emergency Medical Care Committee, to an unexpired two-year term ending December 31, 2020 and representing the Southern Inyo Fire Protection District. (*Notice of Vacancy resulted in request for appointment from Mr. Dennett.*)
- 15. **Eastern Sierra Area Agency on Aging** – Request Board reappoint Rachel Lober and Phyllis Mikalowsky to the ESAAA Advisory Council, each to unexpired two-year terms ending December 11, 2020. (*Notice of Vacancy resulted in requests for appointment from Ms. Lober and Ms. Mikalowsky.*)
- 16. **Social Services** – Request Board: A) approve the Second Amended and Restated Joint Exercise of Powers Agreement and Memorandum of Understanding with the CalSAWS Consortium for the purpose of defining the powers for the design, development, implementation, migration, and ongoing operation and maintenance of the automated welfare system to be used by each of the 58 counties; and B) authorize the Chairperson to sign three

(3) copies of the JPA and three (3) copies of the MOU.

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

17. **COUNTY ADMINISTRATOR – Advertising County Resources** – Request Board: A) review and approve nine (9) Community Project Sponsorship Program Grant awards for 2019 recommended by the CPSP Grant Review Panel, and in the amounts recommended by the Panel, for a total of \$20,984; and B) authorize the County Administrator to sign the contracts with the Fiscal Year 2018-2019 CPSP grant recipients, in the amounts approved by the Board with the contract term running to December 31, 2019, contingent upon all appropriate signatures being obtained.
18. **COUNTY ADMINISTRATOR – Emergency Services/Recycling and Waste Management** – Request Board approve Resolution No. 2019-09, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Waiving Solid Waste Disposal and Gate Fees for Green Waste During Earth Day Weekend."
19. **HEALTH & HUMAN SERVICES** – Request Board ratify and approve the agreement between the County of Inyo and Plumas County for the period of July 1, 2018 through June 30, 2019 for hosting the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) Local Government Agency (LGA) Consortium and authorize the Chairperson and HHS Director to sign.
20. **CLERK OF THE BOARD** – Request Board approve the minutes of the regular Board of Supervisors meetings of February 19, 2019 and February 26, 2019.

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

- 11 a.m. 21. **PLANNING** – Request Board:
- A) Receive a presentation from staff on Zone Reclassification 2018-11 and General Plan Amendment 2018-05/ Pine Creek Ranches;
 - B) Conduct a public hearing for the 12.7-acre parcel as depicted on TPM 420, located north of the community of Rovana along Pine Creek Road (APN 009-120-25), on the following actions:
 - General Plan Amendment No. 2018-05/Pine Creek Ranches changing the General Plan designation from Rural Protection (RP) to Residential Ranch (RR) to best match the requested zoning and current and future planned uses on the property; and,
 - A proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2018-11/Pine Creek Ranches and Amending the Zoning Map of the County of Inyo by Rezoning a 12.7-Acre Parcel Located North of the Community of Rovana, Along Pine Creek Road (APN 009-120-25) from Open Space with a 40-Acre Minimum (OS-40) to Rural Residential with a 10-acre Minimum (RR-10)" (Attachment 1);
 - C) Certify that the provisions of the California Environmental Quality Act have been met; and
 - D) Waive further reading of and enact said ordinance.
- 11 a.m. 22. **PLANNING** – Request Board: A) conduct a public hearing on Appeal No. 2019-01 (Lijek) of Non-Hosted Short-Term Rental Permit No. 2018-02/Moberly; and B) deny the appeal.

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

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

23. **PUBLIC COMMENT**

BOARD MEMBER AND STAFF REPORTS

CORRESPONDENCE – INFORMATIONAL

24. **Inyo County Sheriff's Office** – Sheriff's Office and Jail Overtime Reports for December 2018 and January 2019.
25. **California Fish and Game Commission** – Continuation of the Notice of Proposed Regulatory Actions relative to "Archery Equipment and Crossbow Regulations."



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 6
--

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING: March 12, 2019

SUBJECT: Authorization to hire Information Services Office Technician

DEPARTMENTAL RECOMMENDATION:

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

A. The availability of funding for this requested position is budgeted in the Information Services budget, as certified by the Information Services Director and concurred with by the County Administrator and the Auditor Controller; where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified candidates apply; and

B. Approve the hiring of one (1) Office Technician [Level I, Range 55 (\$3213 – \$2907) – Level III, Range 63 (\$3867 – \$4705)].

SUMMARY DISCUSSION:

The current IS Office Technician position was vacated March 7, 2019. This position is critical for the operations of the department, including, but not limited to Internal Service Fund billing, IS purchasing, budget planning, first-level support for telephones and copiers, and billing and account management for telephones, cell phones and copiers.

ALTERNATIVES: Your Board could choose to not approve to fill the vacant IS Office Technician position. This alternative is not recommended, as not filling this position will require that we distribute the Office Technician tasks to other members of the department, adversely impacting the system support and project management services that IS provides to the other County Departments.

OTHER AGENCY INVOLVEMENT: Personnel and the Auditor's Office.

FINANCING: Funding for the IS Office Technician I-III position is budgeted in the Information Services 2018-2019 budget [011801, including all related Salary and Benefit object codes].

APPROVALS

<p>COUNTY COUNSEL:</p>	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: _____ Date _____</p>
<p>AUDITOR/CONTROLLER:</p>	<p>ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: <u><i>Amy Shepherd by Jma Felleman</i></u> Date <u><i>3/6/19</i></u></p>
<p>PERSONNEL DIRECTOR:</p>	<p>PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i></p> <p style="text-align: right;">by <u><i>KReade</i></u> Approved: <u><i>✓</i></u> Date <u><i>3/4/19</i></u></p>
<p>BUDGET OFFICER:</p>	<p>BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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



Date: *3/6/19*



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
7

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: MAR 12 2019

SUBJECT: Request to fill vacant position of Building Associate Official, Building Inspector Senior or Building Inspector.

DEPARTMENTAL RECOMMENDATIONS:

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

A) The availability of funding for the requested positions comes from the Public Works Budget (023200) Building and Safety, as certified by the Public Works Director, and concurred with by the County Administrator and the Auditor-Controller,

B) Where internal candidates could meet the qualifications for the position an external recruitment would be appropriate to best ensure a pool of the most qualified candidates; and

C) Approve the hiring of one Building Inspector range 68 (\$4,357 - \$5,294), Building Inspector Senior range 72 (\$4,787 - \$5,815) or Building Associate Official range 80 (\$5,784 - \$7,035) depending on qualifications.

D) If an internal candidate is hired into one of these positions, authorize Public Works to backfill the resulting vacancy.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This vacancy has been created by the separation of our Building Associate Official. This position has a key role in our Building & Safety Office. On December 20, 2016 your board approved a Memorandum of Understanding (MOU) between the County of Inyo and City of Bishop for issuing of Building Permits and on-site inspection services. With this MOU the City contracts with Inyo County to utilize our Building & Safety employees to perform City Building permit plancheck and inspection services in addition to the County Building permit plancheck and inspection services. Leaving this position vacant would negatively impact new construction as well as construction modifications.

ALTERNATIVES:

The Board could decide not to approve filling the position. This is not recommended, as the position is allocated and there is a demand for the services in addition to the need to fulfill our contract requirements.

OTHER AGENCY INVOLVEMENT:

Personnel Department for recruitment
 Auditor.

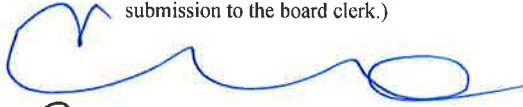
FINANCING:

The funding for this position is budgeted in Building and Safety (023200) salaries and benefits object codes.

Agenda Request Form
Board meeting of
Subject:

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
Approved: _____ Date _____

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
 Approved: 3/1/19 Date 2019

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
 Approved: ✓ Date 3/1/19

DEPARTMENT HEAD SIGNATURE: 
(Not to be signed until all approvals are received) _____ Date: 3/1/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
8

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

FROM: Water Department

FOR THE BOARD MEETING OF: March 12, 2019

SUBJECT: Change in authorized strength and authorization to hire a Scientist and a Research Assistant

DEPARTMENTAL RECOMMENDATION:

The Water Department requests your Board: a) approve the amended job descriptions for the Associate Scientist, Scientist, Senior Scientist, and Research Assistant II, and b) change the authorized staffing of the Water Department by deleting 1 FTE Science Coordinator Range 83 (\$6,225-\$7,564) and add 1 FTE Research Assistant II, Range 62 (\$3,783-\$4,600), and c) find that consistent with the Authorized Position Review Policy, 1) funding for these positions comes from the Water Projects Fund as certified by the Water Director and concurred by the County Administrator and the Auditor-Controller, 2) and where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure the most qualified applicants apply; 3) approve the hiring of one Research Assistant II Range 62 (\$3,783-\$4,600) and an Associate Scientist Range 76 (\$5,264-\$6,400), or Scientist Range 80 (\$5,784-\$7,035), or Senior Scientist at Range 82 (\$6,076-\$7,378) contingent upon qualifications.

SUMMARY DISCUSSION:

Our current Deputy Water Director, Science Coordinator, and Associate Scientist positions have become vacant. The Scientist and Research Assistant positions will fulfill most of the research, field monitoring, and data analysis and reporting duties previously performed by the Science Coordinator and Associate Scientist. These are key duties necessary to fulfill our monitoring and management responsibilities to implement Inyo County Water Policy, the Inyo-Los Angeles Long Term Water Agreement, and the Inyo County Groundwater Ordinance.

The science positions in the Department were consolidated into a single "scientist" career ladder in 2009. The requested adjustments to the Water Department's authorized strength align with other science positions within the Department. The modifications to the Scientist job description revise the qualifications for the Associate and Scientist positions and broaden the educational and employment requirements to better attract candidates with the requisite skill set to complete necessary tasks to monitor and evaluate environmental projects in the Valley as well as assist with ongoing monitoring and research activities of the Department.

The requested Research Assistant will perform many of the routine field monitoring duties currently performed by Water Department Scientists. This is a more cost effective assignment of responsibilities to fulfill a primary function of the Water Department to monitor hydrologic, soil water, and vegetation conditions within the Valley.

FINANCING:

There is sufficient revenue in the Water Projects Fund to fill and support these positions at the above ranges.

ALTERNATIVES:

Your Board could choose to not recommend the above to the Authorized Staffing however; this is not recommended due to the current challenges placed on the Water Department and the requirements of the Water Agreement as well as the California Sustainable Groundwater Management Act (SGMA).

OTHER AGENCY INVOLVEMENT:

The Inyo County Personnel Department will assist in the recruitment of the authorized position.

APPROVALS	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>2/21/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>J</u> Date <u>2/20/19</u>

DEPARTMENT HEAD SIGNATURE:  (Not to be signed until all approvals are received) Date: 2-25-19

**ASSOCIATE SCIENTIST, SCIENTIST, OR SENIOR SCIENTIST –
WATER**

DEPARTMENT: Water
LOCATION: Countywide
SALARY: **Associate** - Range 076- \$5264 \$5525 \$5808 \$6097 \$6400**
 Scientist - Range 080- \$5784 \$6077 \$6384 \$6700 \$7035**
 Senior - Range 082- \$6076 \$6373 \$6695 \$7030 \$7378**

****BENEFITS:** CalPERS Retirement System: Existing (“Classic”) CalPERS members as of January 1, 2013, (2% at 55) – Inyo County pays employee contribution for current CalPERS members; New CalPERS members (2% at 62) will be required to pay at least 50% of normal cost. Medical Plan – Inyo County pays a portion of employee and dependent monthly premium on PERS medical plans; 100% of employee and dependent monthly premium paid for dental and vision; \$20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

ESSENTIAL JOB DUTIES: Direct research and monitoring activities related to scientific specialty; develop and lead interdisciplinary research projects to improve monitoring and management of projects to protect or enhance the environment; coordinate with senior scientific and management staff to determine and implement Owens Valley management goals and strategies; collect and analyze field and laboratory data; prepare written and oral technical reports; supervise and train department field staff; prepare staffing and budgets for activities and studies related to scientific specialty; participate in department program development; obtain funding for projects; manage grants and contracts related to monitoring and research; assist in preparation and management of departmental budgets; and represent the department before the Board of Supervisors, the Water Commission, the Standing Committee, the Technical Group, other governmental governing bodies and organizations, private organizations and the public.

In addition to the duties above, the Senior Scientist assumes greater responsibility for supervision of staff and development and management of departmental budgets, work plans, and grants.

EMPLOYMENT STANDARDS:

Water Department Scientists may specialize in plant or wildlife ecology, hydrology, soil science, or related environmental fields.

Education/Employment:

Associate Scientist – A Bachelor’s degree or higher in plant or wildlife ecology, environmental restoration, hydrology, water resources, soil science, or related environmental or earth science field.

Scientist – A Master’s degree or higher in plant or wildlife ecology, environmental restoration, hydrology, water resources, soil science, or related environmental or earth science field, or a Bachelor’s degree with three years’ experience in specialty field or equivalent post-graduate study.

Senior Scientist – A Ph.D. degree in plant or wildlife ecology, environmental restoration, hydrology, water resources, soil science or related environmental or earth science field or a Master’s degree with three years’ experience in specialty field or equivalent post-graduate study beyond Master’s level. Knowledge of water issues and related environmental issues in Inyo County is desirable.

Knowledge of:

Ecology. Scientific research principles, methods, and procedures; concepts of botany, plant or wildlife ecology, environmental restoration or revegetation and related aspects of soils science and hydrology;

multivariate statistics; vegetation mapping and sampling techniques; state and federal protocols relating to rare and endangered plants and wetlands; management of invasive species; Owens Valley flora, vegetation, geography, ecology and water issues; current vegetation, ecology and related literature; computer literacy; geographic information systems; principles and practices of supervision and project management..

Hydrology. Scientific research principles, methods and procedures; analytical and numerical methods for evaluating hydrologic flows; geochemical processes and water quality standards; principles of ecohydrology and vegetation-groundwater interaction; local geology, hydrogeology and hydrology; California water laws and regulations and relevant ordinances and agreements; computer literacy; geographic information systems, groundwater modeling programs, data base software, computer programming languages, statistical analysis and graphical presentation of data; principles and practices of supervision and project management.

Soil Science. Scientific research principles, methods and procedures; principles of soil physics and chemistry; methods of soil water measurement; and soil taxonomy; soil/groundwater/vegetation water relations; computer literacy; geographic information systems, data base software; principles and practices of supervision and project management.

Ability to: Develop, administer, and lead research projects and/or monitoring programs with other Department staff; prepare research reports and proposals; communicate effectively both orally and in writing; statistically analyze data; use field and laboratory equipment; operate computer equipment and software for data management and word processing; coordinate activities with other department staff; work independently as well as with other people; work outdoors in extreme weather conditions; obtain and administer grants; develop and manage budgets, consultant contracts, and grant contracts. Work outdoors, often in extremely adverse conditions; stand, walk, kneel, crouch, stoop, squat, twist, climb, and lift up to 50 pounds; walk up to five miles per day in the course of work; work cooperatively with and supervise other people; travel throughout Inyo County and possibly outside Inyo County in performance of duties.

Special Requirements: Must successfully complete a pre-employment background investigation and physical examination. Must possess or obtain by appointment date a valid California vehicle operator's license.

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

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

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

REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES: Inyo County will make

reasonable efforts in the examination process on a case-by-case basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0377 prior to the examination process.

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

**INYO COUNTY WATER DEPARTMENT
RESEARCH ASSISTANT**

Job Description

Title

Research Assistant (62)

Definition

Assist scientists and staff in research, monitoring, and related activities, and to coordinate with activities of seasonal and/or temporary research assistants

Essential Job Duties

Assist in research and monitoring activities related to vegetation, soil water, hydrology, and biologic surveys; collect and organize field and laboratory data which includes accessing remote areas using 4WD vehicles, carrying out field work according to standardized procedures, and interpreting aerial photography, maps and GIS layers; manage and interpret data using basic analytical techniques; assist in preparing technical reports; assist with training of seasonal and/or temporary field assistants and coordinate activities with these staff.

Employment Standards

Qualifications:

An Associate's or Bachelor's degree in biology, botany, ecology, soil science, environmental science, or related environmental field with related field experience as a research assistant, field technician, or similar position.

Knowledge Of:

Principles of biology, botany, zoology, ecology, or soil science; basic scientific research principles and procedures; mathematics and statistics; scientific data collection practices and report preparation; Owens Valley and Inyo County geography, flora, fauna, ecology, and hydrology.

Ability To:

Organize and carry out activities with minimal supervision; operate and maintain field and laboratory equipment; read and interpret aerial photographs, maps, and GIS layers; proficient in Microsoft Word/Excel; proficiency in Arc GIS desired; communicate well orally and in writing; work independently and cooperate with others; work outdoors all day in the Owens Valley throughout the year in conditions that may include sun, heat, wind, cold, insects, or dust; capable of walking safely 5-10 miles per day; carry up to 30 pounds of field and personal equipment; maintain a safe working environment at all times.

Special Requirements:

Must possess or be able to obtain a valid California driver's license; must successfully complete pre-employment background check. The candidate upon hiring must pass radiation safety and neutron gauge operator's course.

Selection:

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 9

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

FROM: Clerk of the Board
BY: Assistant Clerk of the Board

FOR THE BOARD MEETING OF: March 12, 2019

SUBJECT: Appointment to the Inyo County Child Care Planning Council

DEPARTMENTAL RECOMMENDATIONS:

Request Board appoint Serena Johnson to the Child Care Planning Council, to an unexpired three-year term for a Community Representative ending November 4, 2021. (*Notice of Vacancy resulted in request for appointment from Ms. Johnson.*)

SUMMARY DISCUSSION:

The Inyo County Office of Education (ICOE) Early Care & Education Division oversees the Child Care Planning Council, and the ICOE and Inyo County Board of Supervisors each appoint a portion of the Council in addition to making a joint appointment. The Community Representative position was one of two Board-appointed positions that became vacant late last year when their terms expired. A third position, jointly appointed by the Board and ICOE, also went vacant as a result of a resignation. All three vacancies were advertised per your Board's policy but the Community Representative recruitment ultimately proved unsuccessful.

The ICOE recently asked the Clerk of the Board's office to re-advertise the vacant Community Representative term. A request for appointment (attached) was received from Ms. Serena Johnson in response to the new Notice of Vacancy.

ALTERNATIVES:

The Board could elect not to make the appointment. This is not recommended as the applicant meets the qualifications for the position and is eager to serve.

FINANCING:

There are no costs to the County associated with filling the vacant position other than those required to publicly advertise the vacancy in the local newspaper of record.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: **03-01-19**



County of Inyo
HEALTH & HUMAN SERVICES DEPARTMENT

Marilyn Mann, Director
mmann@inyocounty.us

- ADMINISTRATION & EASTERN SIERRA AREA AGENCY ON AGING**
163 May Street
Bishop, CA 93514
TEL: (760) 873-3305
FAX: (760) 873-6505
SENIOR CENTERS
TEL: (760) 873-6364
Long Term Care (LTC) OMBUDSMAN
682 Spruce St.
Bishop, CA 93514
TEL: (760) 872-4128 / FAX: (760) 873-4250
- FISCAL**
155 Market Street, Drawer A or H
Independence CA 93526
TEL: (760) 878-0242
FAX: (760) 878-0266
- ADULT SOCIAL SERVICES**
Aging, APS & IHSS
162-J Grove Street
Bishop, CA 93514
TEL: (760) 872-1727
FAX: (760) 873-5103
- CHILDREN'S SOCIAL SERVICES**
CPS, FIRST (Wraparound) &
Resource Family Approval
162-J Grove Street
Bishop, CA 93514
TEL: (760) 872-1727
FAX: (760) 872-1749
- EMPLOYMENT & ELIGIBILITY**
920 N. Main Street
Bishop, CA 93514
TEL: (760) 872-1394
FAX: (760) 872-4950
Lone Pine TEL: (760) 876-5545
- BEHAVIORAL HEALTH**
Mental Health, Wellness Centers,
Progress House & Substance Use
Disorder Services
162-J Grove Street
Bishop, CA 93514
TEL: (760) 873-6533
FAX: (760) 873-3277
- PUBLIC HEALTH**
207 A South Street
Bishop, CA 93514
TEL: (760) 873-7868
FAX: (760) 873-7800
- PREVENTION**
WIC, First 5, Tobacco & Other Prevention
586 W Line Street
Bishop, CA 93514
TEL: (760) 872-1885 / (760) 873-6453
FAX: (760) 872-1623
- TECOPA COMMUNITY CENTER**
405 Hot Springs Road
Tecopa, CA 92389
TEL: (760) 852-4264
FAX: (760) 852-4343

February 20, 2019

Darcy Ellis
Assistant Clerk of the Board of Supervisors

Dear Darcy:

I would like to express my interest in the Child Care Planning Council as a Community Representative.

Through my role as First 5 Director for First 5 Inyo County, I have relevant experience and knowledge of early childhood needs and programs. I am excited for this opportunity to advocate on behalf of our birth to five children and their families.

Sincerely,

Serena Johnson

RECEIVED
2019 FEB 20 PM 4:44
INYO COUNTY
ADMINISTRATOR
CLERK BRUCE PROBERT

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

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

County of Inyo

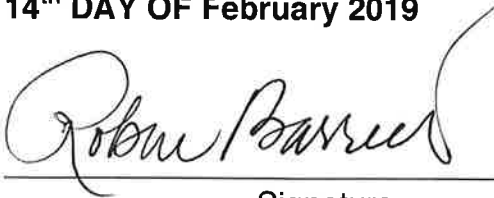
The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published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

February 14th

In the year of **2019**

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

Dated at Bishop, California, on this
14th DAY OF February 2019



Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2019 FEB 22 AM 10:34

INYO COUNTY
ADMINISTRATOR

Proof of Publication of Public Notice

NOTICE OF VACANCY CHILD CARE PLANNING COUNCIL

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting applications to fill one vacancy on the Child Care Planning Council: one unexpired three-year term for a Community Representative ending November 4, 2021.

If you are interested in serving on the Child Care Planning Council as a Community Representative, please submit your request for appointment to the Clerk of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or delis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before 5:00 p.m. Tuesday, February 25, 2019.

For more information, contact Child Care Connection at (760) 873-5123.
(IR 02.14.2019 #19064)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 10

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

FROM: /PERSONNEL

FOR THE BOARD MEETING OF: March 12, 2019
SUBJECT: Resolution

DEPARTMENTAL RECOMMENDATION:

Approve Resolution 2019-_____, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo" and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

This resolution is coming before your Board to correct two of the salaries that were incorrect on the resolution that was approved in February.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

County Counsel
 Personnel



FINANCING:

No budget impact associated with this action.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <div style="text-align: right;">Approved: <u>yes</u> Date <u>3/6/19</u></div>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <div style="text-align: right;">Approved: _____ Date _____</div>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <div style="text-align: right;">Approved: <u>✓</u> Date <u>3/6/19</u></div>

DEPARTMENT HEAD SIGNATURE:

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


 Date: 3/6/19
 by 

RESOLUTION NO. 2019-_____

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

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

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

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

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

ARTICLE 7. SALARIES

A. Salaries

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

Appointed Officers	March 12, 2019 and on
Ag Comm/Weights and Measures	\$12,070.00
County Administrator	\$15,000.00
County Counsel	\$15,435.00
Child Support Director	\$10,045.00
Environmental Health Director	\$ 8,757.00
Water Director	\$ 9,431.00
Health and Human Services Director	\$10,710.00
Planning Director	\$ 8,757.00
Chief Probation Officer	\$10,385.00
Public Works Director	\$10,851.00

PASSED AND ADOPTED this 12th of March, 2019 following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

Rick Pucci
Chairperson, Inyo County Board of Supervisors

Attest: Clint Quilter
Clerk of the Board

BY: _____
Darcy Ellis, Assistant



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 11

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

FROM: County Administrator – Personnel
FOR THE BOARD MEETING OF March 12, 2019

SUBJECT: Request Leave of Absence without Pay

DEPARTMENTAL RECOMMENDATION:

Request your Board consider and grant the employee leave of absence without pay request from March 12, 2019 through June 10, 2019, in accordance with Article X, Leaves, 10.4(a) of the Inyo County Personnel Rules and Regulations.

SUMMARY DISCUSSION:

Pursuant to Article 10.4 of the Inyo County Personnel Rules and Regulations, any leave of absence without pay in excess of 90 days must be approved by the Board of Supervisors. The Personnel Department has received a request for continued medical leave without pay through June 10, 2019. Personnel staff has reviewed the request and recommends this request be granted.

ALTERNATIVES:

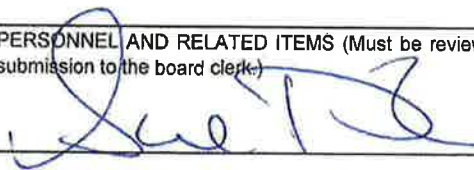
The Board deny this request, but that is not recommended by the Personnel Department.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are not other costs associated with this action.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <input checked="" type="checkbox"/> Date 3/7/19

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

 Date: 3/7/19
 by 



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 12

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

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: March ¹²19, 2019

SUBJECT: Bid award for the purchase of solid waste roll-off bins

DEPARTMENTAL RECOMMENDATION: Request that your Board award a bid in the amount of \$13,954.00 to Stockton Tri Industries, Inc of Stockton, CA. for the purchase of two (2) 30 foot roll-off bins.

SUMMARY DISCUSSION: The Inyo County Recycling and Waste Management 2018/2019 fiscal year budget included funding for the purchase of two (2) roll-off bins. The roll-off bins will allow Inyo County Recycling and Waste Management to increase the recycling and diversion of cardboard and green waste at the Lone Pine and Independence Landfills as well as increase the efficiency of the Bishop-Sunland Landfill.

Stockton Tri Industries, Inc. submitted the only bid in the amount of \$13,953.73

ALTERNATIVES: Your Board may choose not to award this bid to the low bidder, however this is not recommended due to the need for additional roll off bins for the efficiency of the Solid Waste Department.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: The purchase of the roll-off bins have been budgeted in the fiscal year 2018/2019 Solid Waste budget, 045700, object code 5650 (Equipment).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>2/22/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Richard J. Brown

Date: 2/27/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: Recycling & Waste Management

FOR THE BOARD MEETING: March 12th, 2019

SUBJECT: Appointments to Inyo County Integrated Waste Management Local Task Force

DEPARTMENTAL RECOMMENDATION:

Request Board appoint Jerry Oser, Fred Aubrey and Assistant/Deputy County Administrator to the Inyo County Integrated Waste Management Local Task Force

SUMMARY DISCUSSION:

As required by the Public Resources Code, Section 40950, the Integrated Waste Management Local Task Force was established in 1991 to assist in coordinating the development of City and County solid waste source reduction and recycling elements. The task force is also used as a resource in identifying and recommending solutions for various solid waste issues. The committee meets periodically, as needed, however are required meeting is coming up in order to review the County's waste management plan.

The bylaws of the Local Task Force call for appointments to be made from the Board of Supervisors, the Recycling & Waste Management Department and Environmental Health Department. The previously appointed representatives from the County departments no longer work for the County, therefore, new appointments are required. Supervisor Totheroh has already been appointed as the Board's representative.

It is recommended that your Board appoint Jerry Oser, Registered Environmental Health Specialist to represent the Environmental Health Department. It is also recommended that your Board appoint Fred Aubrey, Waste Management Supervisor and the soon to be named Assistant/Deputy County Administrator to the Task Force representing the Recycling & Waste Management Department.

ALTERNATIVES: Your Board could choose to make other appointments to the Task Force. If your Board does not make appointments the Task Force will not be able to operate as required by law.

OTHER AGENCY INVOLVEMENT: Environmental Health

FINANCING: There are no costs associated with the Local Task Force.

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Richard G. Benson Date: 2/15/19

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: HEALTH & HUMAN SERVICES – Inyo County Emergency Medical Care Committee

FOR THE BOARD MEETING OF: March 12, 2019

SUBJECT: Appointment to the Emergency Medical Care Committee

DEPARTMENTAL RECOMMENDATION: Request Board re-appoint Carl R. Dennett to a two-year term ending December 31, 2020, representing Southern Inyo Fire Protection District

SUMMARY DISCUSSION: The Emergency Medical Care Committee was established to review and report on ambulance service operations, the available emergency medical care, and first-aid practices in Inyo County. The Committee is to be comprised of 13 members: 10 that are designated by the member agencies and three at-large members. Five of the membership positions expired in December 2018 and the vacancies posted pursuant to the Inyo County adopted committee appointment policy. We received one response from Carl R. Dennett who represents the Southern Inyo Fire Protection District (SIFPD) and have requested that the remaining four vacancies be advertised as required. We are respectfully requesting your Board appoint Carl R. Dennett as the representative from the SIFPD to a term expiring December 2020.

ALTERNATIVES: The Board could choose to not appoint this position, which would leave a vacancy on the committee.

OTHER AGENCY INVOLVEMENT: N/A

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

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

DEPARTMENT HEAD SIGNATURE:

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

Date: 2/10/19



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

Behavioral Health, Public Health & Prevention/First 5, Aging and Social Services

Drawer H, Independence, CA 93526
Telephone (760) 878-0247 FAX: (760) 878-0266

Or
163 May St., Bishop, CA 93514
Telephone (760) 873-3305 FAX: (760) 873-6505

MARILYN MANN, DIRECTOR
mmann@inyocounty.us

INYO COUNTY EMERGENCY MEDICAL CARE COMMITTEE
MEMBERSHIP APPLICATION
New Members or Reappointment Requests

RECEIVED
2018 DEC 14 AM 10:08
INYO COUNTY
EMERGENCY
MEDICAL CARE
COMMITTEE

NAME: Carl R. Dennett

ADDRESS: P.O. Box 303 Teocpa, CA 92389

PHONE: (760) 852-4130 E-MAIL: SIFPD@yahoo.com

AGENCY REPRESENTATION (if any): Southern Inyo Fire Protection District

If you are selected by your volunteer or private pre-hospital medical service to represent them, please have your lead office (such as fire chief, hospital administrator or owner) sign here to verify appointment:

[Signature] Chief SIFPD 12-14-18
Signature Title Date

At large members are requested to briefly state their reasons for seeking membership:

The continued representation of the
district.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: HEALTH & HUMAN SERVICES – ESAAA

FOR THE BOARD MEETING OF: March 12, 2019

SUBJECT: Re-appointment of ESAAA Advisory Council members

DEPARTMENTAL RECOMMENDATION:

Request Board re-appoint Rachel Lober and Phyllis Mikalowsky to the Eastern Sierra Area Agency on Aging (ESAAA), for the period ending December 11, 2020.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

An Area Agency on Aging (AAA) is required by statute to have an Advisory Council. The purpose of such Advisory Council, pursuant to Section 9402 of the Older Californians Act, is to be “a principal advocate body on behalf of older individuals within a planning and service area,” and “shall provide advice and consultation on issues affecting the provision of services provided locally to older individuals.” Your Board adopted By-laws in October 2012 for the new ESAAA Advisory Council with a membership of nine (9), including one Board of Supervisors member, appointed annually. Four advisory council members terms expired in December, 2018 and were advertised resulting in Rachel Lober and Phyllis Mikalowsky requesting re-appointment to the Advisory Council. One member was not timely in the submission of request for re-appointment and has been encouraged to re-submit under the current advertisement.

The following is a list of the remaining two applicants with an identification of the membership category they continue to fill:

Name	60 or Over	Low Income	Disabled	Supportive Services Provider	Health Care Provider	Family Caregiver	Private/Voluntary Leadership	Other
Rachel Lober	X						X	
Phyllis Mikalowsky	X					X		

The Department respectfully requests your Board reappoint Rachel Lober and Phyllis Mikalowsky to the ESAAA Advisory Council.

ALTERNATIVES:

Your Board could choose not to fill the vacant seats with the existing applicants, however, certain State-required categories of membership would remain unfilled.

OTHER AGENCY INVOLVEMENT:

California Department of Aging

FINANCING:

No funding involved in this request.

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

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



Date: 2/14/19

Darcy Ellis

From: Rachel Lober <rachel26@suddenlink.net>
Sent: Monday, December 17, 2018 6:11 PM
To: Darcy Ellis
Subject: RE:

To
Darcy Ellis,

12/17/2018

I would like to be reappointed to the Eastern Sierra Area Agency on Aging Advisory Council. If I need a formal letter to the Supervisors, please let me know.

DE---Thank you for responding to my inquiry. Rachel

From: Darcy Ellis [<mailto:dellis@inyocounty.us>]
Sent: Monday, December 17, 2018 7:56 AM
To: Rachel Lober
Subject: RE:

Good morning, Rachel –
I don't see the email anywhere in my inbox. Would you remind resending?

From: Rachel Lober [<mailto:rachel26@suddenlink.net>]
Sent: Saturday, December 15, 2018 5:06 PM
To: Darcy Ellis
Subject:

Hi Darcy,

I hope I just sent a letter requesting reappointment to the Advisory Board. My computer skills are very limited and I don't think I hit the send button. If not, let me know and I will compose another request letter.

Rachel Lober



Ms. Phyllis Mikalowsky
P.O. Box 874
Lone Pine, CA 93545

To THE BOARD OF SUPERVISORS;

I WOULD GLADLY SERVE
ANOTHER TWO-YEAR TERM ON
THE ESAAA ADVISORY COUNCIL.

I AM REQUESTING ANOTHER
APPOINTMENT IN ORDER TO BE
CONSIDERED.

THANK YOU SO MUCH AND
GOD BLESS THE WORK YOU DO
FOR THE PEOPLE OF OUR COUNTRY.

RECEIVED

2018 DEC 27 AM 11:20

MERRY CHRISTMAS

INTO
ADVISORY
COUNCIL
MERRY

Phyllis Mikalowsky
760-876-4717



Ms. Phyllis Mikalowsky
P.O. Box 874
Lone Pine, CA 93545



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
16

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

FROM: HEALTH & HUMAN SERVICES, Social Services

FOR THE BOARD MEETING OF: March 12, 2019

SUBJECT: Approval of the Joint Powers Agreement and the Memorandum of Understanding with CalSAWS Consortium.

DEPARTMENTAL RECOMMENDATION:

Request Board approve (1) the Second Amended and Restated Joint Exercise of Powers Agreement (JPA); (2) approve the Memorandum of Understanding (MOU) with the CalSAWS Consortium for the purpose of defining the powers for the design, development, implementation, migration and on-going operation and maintenance of the automated welfare system to be used by each of the fifty-eight (58) counties; and, (3) authorize the Chair to sign three copies of the JPA and three copies of the MOU.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The initial Joint Powers Agreement (JPA), effective December 1998, remains in effect. The current amended and restated JPA and corresponding Memorandum of Understanding (MOU) includes all California counties and is the fourth amendment to the MOU. This JPA joins together the three current automated welfare systems (C-IV, LRS and CalWIN) into a single statewide automated welfare system (CalSAWS) as required by the Federal government. The documents define powers for all aspects of managing the automated public welfare eligibility system used in fifty-eight (58) counties to standardize the client eligibility functions for various public Social Services programs, including Medi-Cal, CalFresh, CalWORKS, and other related programs. These documents have been reviewed by County Counsels in all fifty-eight (58) counties, as well as by Information Services staff.

The targeted start date for this updated JPA and MOU is June 28, 2019, contingent upon approval by all fifty-eight (58) county Boards of Supervisors.

ALTERNATIVES:

Board could decline to approve this document, leaving Inyo without an approved automated eligibility system for multiple Social Service programs.



OTHER AGENCY INVOLVEMENT:

California Department of Social Services, fifty-seven (57) other counties, United States Department of Agriculture, Centers for Medicare and Medicaid Services

FINANCING:

There is no financing involved in this request.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>
	 Approved: <u>yes</u> Date: <u>2/12/19</u>
INFORMATION SERVICES:	INFORMATION TECHNOLOGY AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Information Services prior to submission to the Board Clerk.)</i>
	 Approved: _____ Date: <u>2/13/19</u>

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



Date: 2/14/19

CALSAWS CONSORTIUM

SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

Originally Adopted:	December 1998
First Amended:	June 2007
Second Amended:	June 2010
Amended and Restated:	September 2017
Amended and Restated:	June 2019

CALSAWS CONSORTIUM
SECOND AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT

TABLE OF CONTENTS

RECITALS:.....	1
ARTICLE I	2
Section 1.01. Definitions	2
ARTICLE II	4
GENERAL PROVISIONS REGARDING PURPOSE, CREATION, AND OPERATION OF CONSORTIUM	4
Section 2.01. Purpose.....	4
Section 2.02. Term.....	4
Section 2.03. Creation of Consortium	5
Section 2.04. Member Representative; State Representative; Board of Directors; Appointing Authorities	5
Section 2.05. Meetings of the Board; the Member Representatives	7
Section 2.06. Minutes.....	7
Section 2.07. Quorum; Required Votes; Approvals.....	7
Section 2.08. Bylaws.....	8
Section 2.09. Annual Budget.....	9
Section 2.10. Annual Operational and Fiscal Reports.....	9
Section 2.11. Addition of New Members	9
Section 2.12. Withdrawal of Member	9
ARTICLE III	9
OFFICERS AND EMPLOYEES	9
Section 3.01. Chair and Vice-Chair	9
Section 3.02. Secretary	9
Section 3.03. Treasurer.....	10
Section 3.04. Officers in Charge of Accounts, Funds, Money, and Records.....	10
Section 3.05. Legal Advisor	10
Section 3.06. Other Employees	10
Section 3.07. Officers and Employees of the Consortium	10
ARTICLE IV	10
POWERS.....	10
Section 4.01. General Powers	10
Section 4.02. Specific Powers.....	11
Section 4.03. Restrictions on Powers	11
Section 4.04. Obligations of Consortium	11
ARTICLE V	11
CONTRIBUTIONS, ASSETS, AND DISTRIBUTION UPON TERMINATION	11
Section 5.01. Contributions	11
Section 5.02. Statewide Automated Welfare System Funding Allocations.....	11
Section 5.03. Distribution of Assets upon Termination.....	12
ARTICLE VI	12

INDEMNIFICATION AND INSURANCE	12
Section 6.01. Consortium Indemnification of Members	12
Section 6.02. Member Indemnification	12
Section 6.03. Member's Liability for Negligence of its Employees and Contractors	12
Section 6.04. Insurance	12
Section 6.05. Third-Party Beneficiaries	12
ARTICLE VII	13
MISCELLANEOUS PROVISIONS	13
Section 7.01. Notices	13
Section 7.02. Law Governing	20
Section 7.03. Amendments	20
Section 7.04. Severability	20
Section 7.05. Successors	20
Section 7.06. Section Headings	20
Section 7.07. Multiple Counterparts	20

SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

THIS SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is made by and among the fifty-eight (58) California counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba. This joint powers authority shall be referred to as the CalSAWS Consortium ("Consortium"). This Agreement shall serve to amend and restate the Joint Exercise of Powers Agreement dated December 1998, and any and all amendments thereto, which created the California Statewide Automated Welfare System Consortium IV ("C-IV"), subsequently changed to California Automated Consortium Eligibility System ("CalACES Consortium"), to change the name, and to make other revisions as contained herein.

RECITALS:

WHEREAS, Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code ("Government Code"), permits two or more public agencies to enter into an agreement for the joint exercise of powers; and

WHEREAS, Chapter 4 (commencing with Section 10800) of Division 9 of Part 2 of the California Welfare and Institutions Code ("Welfare and Institutions Code"), declares the administration of public social services in each of the several counties of the state to be a county function and responsibility; and

WHEREAS, the Welfare Client Data Systems ("WCDS") Consortium counties of Alameda, Contra Costa, Fresno, Orange, Placer, Sacramento, San Diego, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solano, Sonoma, Tulare, Ventura, and Yolo (referred to collectively as "WCDS Counties") were organized for the purpose of managing and maintaining the CalWORKS Information Network and related systems (collectively referred to as "CalWIN"), used by the WCDS Counties in support of their social services programs; and

WHEREAS, the County of Los Angeles ("Los Angeles County") formed the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting ("LEADER") consortium, with the LEADER consortium consisting of one (1) of the four (4) county consortia, and Los Angeles County's Department of Public Social Services locally managing the LEADER consortium; and

WHEREAS, the four (4) counties of Merced, Riverside, San Bernardino, and Stanislaus contractually joined together in December 1998 to create C-IV, a joint powers authority for the purpose of the design, development, implementation, and on-going operation and maintenance of an automated welfare system to be used by each of the four counties, which may include an interface to other county consortia and state automated welfare systems as provided in the Welfare and Institutions Code; and

WHEREAS, the thirty-five (35) counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Monterey, Napa, Nevada, Plumas, San Benito, San Joaquin, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, and Yuba joined C-IV in June 2007 for the purpose of implementation of the automated welfare system in each of the thirty-five (35) counties, and on-going operation and maintenance of the automated welfare system ("C-IV System"); and

WHEREAS, in November 2012, Los Angeles County entered into an agreement with Accenture, LLP to implement the LEADER Replacement System ("LRS"), which replaces and integrates the functionality of multiple, disparate legacy systems of Los Angeles County while also streamlining case management of public assistance programs; and

WHEREAS, California Assembly Bill ABX1 16 (2011), as codified in Welfare and Institutions Code section 10823, required that the prior thirty-nine (39) C-IV counties migrate to a system jointly designed by the thirty-nine (39) C-IV counties and Los Angeles County, and that the migration result in a new consortium composed of the forty (40) counties; and

WHEREAS, the forty (40) counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba joined together in September 2017 and formed the California Automated Consortium Eligibility System Consortium ("CalACES Consortium") in compliance with California Assembly Bill ABX1 16 (2011); and

WHEREAS, the Centers for Medicare and Medicaid Services and the Food and Nutrition Services agencies of the United States Department of Agriculture directed California to move to a single statewide automated welfare system ("CalSAWS") by 2023. In moving toward that goal, the WCDS Counties and the CalACES Consortium have joined together to form the CalSAWS Consortium, pursuant to this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and agreements herein contained, the counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article I shall, for the purpose hereof, have the meanings herein specified.

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code.

"Alternate Board Director" means a Member Representative who is designated to serve as an alternate Director as set forth in Section 2.04(c).

"Agreement" means this Second Amended and Restated Joint Exercise of Powers Agreement.

"Board" means the Board of Directors of the Consortium referred to in Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities), which shall be the governing body of the Consortium.

"Bylaws" shall mean those Bylaws adopted by the Consortium, that are in effect on June 28, 2019, and as they may be amended in accordance with Section 2.08 of this Agreement.

"CalSAWS" means the complete collection of equipment, software, and network(s) for the automated welfare system to be used by all Members upon completion of the migration of the Members from the C-IV System, the LRS, and CalWIN.

"CalSAWS Consortium" or "Consortium" means the public entity established pursuant to Article II of this Agreement.

"Director(s)" means the Member Representative(s) appointed to the Board pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities), which may include Alternate Board Director(s) acting in their Director's absence.

"Fiscal Year" means the period from July 1 to and including the following June 30.

"Implementation" means the rollout of CalSAWS to all Members.

"Member" means one of the individual counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yola, and Yuba. The State of California is not a Member of this JPA.

"Members" means Member Counties, collectively.

"Member Representative" means the person(s) representing each Member pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities).

"Project" means the work related to the design, development, implementation, operation, maintenance of the C-IV System, the LRS, and CalWIN, and the migration of the Members to CalSAWS, and all related activities.

"Region" means one (1) of the six (6) regions as defined in Section III (Regions) of the Bylaws.

"Secretary" means the Secretary to the Board of Directors of the Consortium appointed pursuant to Section 3.02 (Secretary).

"State" means the State of California.

"State Representative" means the person representing the State pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities).

"Treasurer" means the Treasurer of the Consortium appointed pursuant to Section 3.03 (Treasurer).

ARTICLE II

GENERAL PROVISIONS REGARDING PURPOSE, CREATION, AND OPERATION OF CONSORTIUM

Section 2.01. Purpose. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 of the Government Code, commencing with Section 6500, relating to the joint exercise of powers common to the public agencies, in this case the counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba. The fifty-eight (58) counties each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to exercise such powers for the design, development, implementation, migration, and on-going operation and maintenance of the C-IV System, the LRS, CalWIN, and CalSAWS, which is the automated welfare system to be used by each of the fifty-eight (58) counties, which may include an interface to the state automated welfare system as provided in the Welfare and Institutions Code.

Section 2.02. Term. This Agreement first became effective on December 1998. The first amendment became effective on June 1, 2007, the second amendment became effective on June 1, 2010, the third amendment (the Amended and Restated Joint Exercise of Powers Agreement) became effective on September 1, 2017, and this fourth amendment (the Second Amended and Restated Joint Exercise of Powers Agreement) shall become effective on June 28, 2019 ("Effective Date"). This Agreement shall continue in full force and effect until terminated by mutual consent of the Boards of Supervisors of the Members. The withdrawal of some, but not all, of the Members pursuant to Section 2.12 (Withdrawal of Member) shall not be deemed a termination of this Agreement.

Section 2.03. Creation of Consortium. Pursuant to the Act, there is hereby created a public entity to be known as the "CalSAWS Consortium," hereinafter referred to as "Consortium." The Consortium shall be a public entity separate and apart from the Members, consisting of six (6) Regions as defined in Section III (Regions) of the Bylaws of the Consortium, and shall administer this Agreement.

Section 2.04. Member Representative; State Representative; Board of Directors; Appointing Authorities.

(a) Member Representative:

- (i) With the exception of Los Angeles County, each Member shall be represented by its county Welfare Director, or person holding the equivalent position within that county, unless the Board of Supervisors of the Member appoints one of its board members to serve as the representative (either shall be referred to as "Member Representative"). With respect to Los Angeles County, this Member shall be represented by three (3) Member Representatives, which shall include its county Welfare Director, or person holding the equivalent position within the county, its Children and Family Services Director, or person holding the equivalent position within the county, and one (1) other person who holds an upper executive management position in the social services department.
- (ii) Individuals serving as Member Representatives shall serve while they retain their county offices or positions, and shall be deemed to have automatically resigned upon leaving that county office or position. The individual who succeeds in that county office or position on a regular or interim basis shall be automatically deemed the Member Representative. Upon change of title or reclassification of any Member Representative's county office or position, the successor to the county Welfare Director position, or the Children and Family Services Director, if applicable, its equivalent position within the Member county, shall be deemed a replacement for the Member Representative.
- (iii) Subject to the provisions of this Agreement, each Member Representative shall have a right to:
 - Receive nomination for appointment to the Board.
 - Serve on workgroups and committees or appoint designees to serve in their place.
 - Recommend items for inclusion for consideration on the Board meeting agenda.
 - Receive notice of Board meetings.
 - Attend Board meetings.
 - Vote on items.

(b) State Representative:

- (i) The State shall have the right to select one person from among the following to serve on the Board as the representative of the State: the Director of the Office of Systems Integration or his/her designee, the Director of the Department of Social Services or his/her designee, or the Director of the Department of Health Care Services or his/her designee. This person shall be identified as the "State Representative." The two other

State departments not selected as the State Representative shall retain the right to attend all public sessions of the Board meetings.

- (ii) The State Representative shall retain his or her State position while acting as State Representative.
- (iii) The State Representative shall have a right to:
 - Serve as an Ex Officio member of the Board.
 - Receive notice of Board meetings.
 - Attend Board meetings, excluding closed sessions.
- (iv) The State Representative shall not have a right to vote on items put before the Member Representatives or the Board.

(c) Board of Directors: The Consortium shall be governed and administered by a Board of Directors ("Board") consisting of twelve (12) Directors and one (1) State Representative. The Directors from Regions 1 through 5 shall be selected from the Member Representatives from their respective Regions. Regions 1 and 4 shall each select two (2) Directors, Regions 2, and 3 shall each select one (1) Director, and Region 5 shall select three (3) Directors. Region 6, represented by Los Angeles County, shall have three (3) Directors, who shall be the three (3) Member Representatives from Region 6. For Regions comprised of more than one (1) county, each Director may designate a second Member Representative from within the Region to serve as an alternate Director ("Alternate Board Director"). For Region 6, each Director may designate a county employee who holds an upper management position immediately below the county Welfare Director, or Children and Family Services Director, if applicable, within that Region to serve as an Alternate Board Director. Alternate Board Directors may only act in their Director's absence and shall exercise all rights and privileges of a Director.

Any recommended changes to the Board structure are subject to Section 7.03 (Amendments).

(d) Appointments to the Board of Directors:

- (i) No person shall hold the position of more than one (1) Director. Each Director and the State Representative shall serve for a term of one (1) year with terms running concurrent with the Fiscal Year.
- (ii) Regions 1 and 4 will each appoint two (2) Directors to serve on the Board, Regions 2 and 3 will each appoint one (1) Director to serve on the Board, and Region 5 will appoint three (3) Directors to serve on the Board. For Regions comprised of more than one county, these regions will nominate one or more candidates to serve on the Board. The Director(s) from each Region will be elected by a majority vote of the Member Representatives for that Region who are present at a meeting of the Member Representatives held pursuant to Section 2.07 (Quorum; Required Votes; Approvals). No Member Representative shall be elected to hold the Director position unless he or

she accepts the nomination from his or her Region. Region 6 will appoint its three (3) Member Representatives as Directors to serve on the Board.

- (iii) Each Region shall notify the Secretary of its appointed Director(s) at least fourteen (14) days before the start of the next Fiscal Year. The Secretary will notify the Board of each Region's Director(s) at the first Board meeting of each Fiscal Year.
- (iv) The State shall notify the Secretary of the person it has selected to be the State Representative before the start of the next Fiscal Year. The Secretary will notify the Board of the State's selection for the State Representative at the first Board meeting of each Fiscal Year.

Section 2.05. Meetings of the Board; the Member Representatives.

(a) Regular Meetings:

- (i) **Board.** The Board shall hold regular meetings. It shall hold at least one (1) regular meeting each quarter of every Fiscal Year. The procedure for the setting of regular meetings shall be fixed by action of the Board and contained in the Bylaws.
- (ii) **Member Representatives.** The Member Representatives shall hold regular meetings. They shall hold at least two (2) regular meetings each Fiscal Year. The procedure for the setting of regular meetings shall be fixed by action of the Member Representatives and contained in the Bylaws.

(b) **Special Meetings:** Special meetings of the Board, and of the Member Representatives, shall be called in accordance with the provisions of the Ralph M. Brown Act ("Brown Act"), Section 54956 of the Government Code.

(c) **Call, Notice, Held, and Conduct of Meetings:** All meetings of the Board, and of the Member Representatives, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Brown Act (Section 54950 et seq. of the Government Code).

Section 2.06. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board, and of the Member Representatives, and shall, as soon as possible after each meeting, cause a copy of the preliminary minutes to be forwarded to each Member Representative. The preliminary minutes will then be included at the next meeting of the Board or the Member Representatives, for approval by the respective bodies.

Section 2.07. Quorum; Required Votes; Approvals.

(a) **Board:** At least seven (7) of the Directors or Alternate Board Directors from five (5) Regions shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn. The State Representative's attendance or non-attendance at any meeting shall have no effect on quorum. The affirmative votes of at least seven (7) of the seated Directors from five (5) Regions shall be required to take any action by the Board, except as provided in (iii) below.

Notwithstanding the preceding paragraph, the following provisions shall apply:

- (i) **Member Representatives Concurrence.** Recommended changes to this Agreement, the Bylaws, or to Memorandums of Understandings between the Consortium and the Members require the concurrence of the Member Representatives and are not subject to Appeal to the Full Board as provided below. Concurrence is obtained by the affirmative vote of the Member Representatives pursuant to paragraph (b) of this section.
- (ii) **Appeal to the Full Board.** At any Board meeting with less than all twelve (12) Directors ("Full Board") present, any two (2) Directors, or Alternate Board Directors, from two (2) Regions may appeal any action taken or not taken by the Board, by requesting the continuance of the item(s) under appeal to a meeting of the "Full Board," at which all the Directors or Alternate Board Directors must be present. The Full Board meeting shall be held within 30 days, at either the next regular Board meeting, or a special meeting at which the Full Board is available to attend. Any Director(s) or Alternate Board Director(s) failure to attend a meeting of the Full Board shall result in a forfeit of the Director(s) or Alternate Board Director(s) vote. At the meeting of the Full Board, the affirmative votes of at least seven (7) Directors or Alternate Board Directors from four (4) Regions shall be sufficient to take action by the Board only on the item(s) under appeal. The action(s) taken by the Full Board shall be final.
- (iii) **Migration Period to CalSAWS.** During the migration period while the Consortium is operating more than one (1) automated welfare system, the Board shall take affirmative action as approved by those Members who are the users of their respective systems, as provided in Section VIII.B (System Subcommittees) of the Bylaws; provided, however, that the Board retains discretion concerning any such action if the Board determines the decision could materially adversely impact the design, development or implementation of the single statewide automated system. This provision shall automatically sunset when the Consortium is operating a single automated welfare system.

(b) Member Representatives: The presence of forty percent (40%) of the Member Representatives shall constitute a quorum for the transaction of business except that less than a quorum may adjourn. The State Representative's attendance or non-attendance shall have no effect on quorum. The affirmative votes of at least a majority of the Member Representatives present at any meeting at which a quorum is present shall be required to take any action by the Members.

Section 2.08. Bylaws. The Board, by a two-thirds (2/3) affirmative vote of the Directors from Regions 1 through 6 (including the affirmative vote of at least one Director from each Region), and with the concurrence of the Member Representatives as set forth in the voting provisions of Section 2.07 (Quorum; Required Votes; Approvals), shall adopt or amend Bylaws for the conduct of business, and as are necessary for the purposes hereof. The Board may also adopt additional resolutions, rules, regulations, and policies for the conduct of its business, and as are necessary for the purposes hereof in a manner consistent with this Agreement and the Bylaws.

Section 2.09. Annual Budget. The Board shall adopt an annual budget for each Fiscal Year. The Bylaws shall further provide for the presentation and content of the budget.

Section 2.10. Annual Operational and Fiscal Reports. The Board shall cause an annual operational report and annual fiscal report to be prepared and provided to each Member Representative.

Section 2.11. Addition of New Members. Any county in the State that is not a Member and desires to become a Member shall submit a written request to the Board. The Board may approve the request in accordance with the voting provisions of Section 2.07 (Quorum; Required Votes; Approvals). All new Members are subject to the approval of two-thirds (2/3) of the Boards of Supervisors of the Members, which approval may be granted by adoption of a resolution. Upon approval by the Board and two-thirds (2/3) of the Boards of Supervisors of the Members, the county desiring to be a Member shall execute an amendment to this Agreement adding it as a new Member. The Agreement shall be deemed amended to reflect the addition of the new Member upon execution of the amendment by the new Member.

Section 2.12. Withdrawal of Member. Any Member may withdraw from the Consortium and terminate its participation in this Agreement at the end of any Fiscal Year by adoption of a resolution of withdrawal by the Board of Supervisors of the withdrawing Member, provided that a copy of said resolution has been served on all Members by May 31 of that Fiscal Year. Upon the effective date of withdrawal, this Agreement shall be deemed automatically amended to reflect the deletion of the withdrawing Member. Withdrawal shall not relieve the withdrawing Member of any financial obligations or liability arising prior to withdrawal.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Chair and Vice-Chair. The Board shall elect from among its Directors Chair and Vice-Chair positions. Each officer shall serve for a term of one (1) year. The Chair shall preside over Board and Member Representatives' meetings, sign all contracts on behalf of the Consortium, except as otherwise set forth in this Agreement, and shall perform such other duties as may be imposed on the Board in the Bylaws. The Vice-Chair shall sign contracts and perform all of the Chair's duties in the absence of the Chair, unless the Bylaws provide otherwise. Elections for such officers shall be held each year with terms running concurrent with the Fiscal Year.

Section 3.02. Secretary. The Board shall appoint a Secretary to the Board. The Secretary shall serve at the pleasure of the Board. The Secretary shall countersign all contracts signed by the Chair or Vice-Chair on behalf of the Consortium, unless the Bylaws of the Consortium provide otherwise. The Secretary shall cause a notice of this Agreement to be filed with the California Secretary of State pursuant to section 6503.5 of the Joint Exercise of Powers Act ("Act") and Section 53051 of the Government Code. The Secretary shall be responsible for the call, noticing, holding, and conduct of the meetings of the Board and any Brown Act body created by the Bylaws or Board action pursuant to the Brown Act. The Board shall further provide for the duties and responsibilities of the Secretary in the Bylaws.

Section 3.03. Treasurer. Pursuant to section 6505.5 of the Act, the San Bernardino County Treasurer is hereby designated as the Treasurer of the Consortium. The Treasurer shall be the depository, shall have custody of all of the money of the Consortium from whatever source, and shall have the duties and obligations of Treasurer as set forth in sections 6505 and 6505.5 of the Act. As provided in section 6505.5 of the Act, given the appointment of the Treasurer, the officer performing the functions of auditor or controller shall be the San Bernardino County Auditor/Controller, who shall have the duties assigned to the auditor or controller in sections 6505 and 6505.5 of the Act, including the duty to "contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Consortium". As further provided in section 6505.5 of the Act, the San Bernardino County Board of Supervisors shall determine charges to be made against the Consortium for the services of the treasurer and auditor or controller.

Section 3.04. Officers in Charge of Accounts, Funds, Money, and Records. Pursuant to section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds, and money of the Consortium and all records of the Consortium relating thereto. The Secretary shall have charge of, handle and have access to all other records of the Consortium.

Section 3.05. Legal Advisor. The Board shall select the legal advisor and counsel to the Consortium, as provided for in Section VII (Questions of Law) in the Bylaws.

Section 3.06. Other Employees. The Board shall have the power by adoption of Bylaws to appoint and employ such other employees, consultants, and independent contractors as may be necessary for the purpose of this Agreement.

Section 3.07. Officers and Employees of the Consortium. As provided in section 6513 of the Act, all of the privileges and immunities from liability, exemption from laws, ordinances, and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to the officers, agents, or employees of the Consortium to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents, or employees under this Agreement.

None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by any of the Members or, by reason of their employment by the Board, to be subject to any of the requirements of the Members. The State Representative may not hold any office or position within Consortium.

ARTICLE IV

POWERS

Section 4.01. General Powers. The Consortium shall exercise, in the manner herein provided, the powers which are common to each of the Members, or as otherwise permitted under the Act, and, necessary to the accomplishment of the purpose, as provided in Section 2.01 (Purpose) of

this Agreement. As provided in the Act, the Consortium shall be a public entity separate from the Members.

Section 4.02. Specific Powers. The Consortium is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing general powers, including, but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to sue and be sued in its own name;
- (d) to incur debts, liabilities, or obligations, provided that no such debt, liability, or obligation shall constitute a debt, liability, or obligation of the Members;
- (e) to apply for, accept, receive, and disburse grants, loans, and other aids from any agency of the United States of America or of the State;
- (f) to invest any money in the treasury pursuant to section 6509.5 of the Act which is not required for the immediate necessities of the Consortium, as the Consortium determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the Government Code; and
- (g) to carry out and enforce all the provisions of this Agreement.

Section 4.03. Restrictions on Powers. Pursuant to section 6509 of the Act, the above powers shall be subject to the restrictions upon the manner of exercising the power of one of the Members, which shall be designated as San Bernardino County.

Section 4.04. Obligations of Consortium. Except as otherwise agreed to in Section 6.03 (Member's Liability for Negligence of its Employees and Contractors), the debts, liabilities, and obligations of the Consortium shall not be the debts, liabilities, and obligations of the Members.

ARTICLE V

CONTRIBUTIONS, ASSETS, AND DISTRIBUTION UPON TERMINATION

Section 5.01. Contributions. The Members may make contributions from their treasuries for the purpose set forth in Section 2.01 (Purpose), make payments of public funds to defray the cost of such purpose, make advances of public funds for such purpose, and/or use its personnel, equipment or property in lieu of other contributions or advances. The provisions of section 6504 of the Act are hereby incorporated into this Agreement by reference.

Section 5.02. Statewide Automated Welfare System Funding Allocations. Each Member hereby agrees to contribute to the Consortium its funding allocation as defined in Welfare and Institutions Code section 10824 for the purposes stated in Section 2.01 (Purpose) herein and

hereby agrees to further contribute to the Consortium any county matches as required in Section 10824, or any successor statute.

Section 5.03. Distribution of Assets upon Termination. Upon termination of this Agreement and after resolution of all debts, liabilities, and obligations, all property, both real and personal, of the Consortium shall be divided among the Members proportional to that Member's overall welfare caseload as provided in Welfare and Institutions Code section 10824, and any successor statute and new welfare programs, except that any Member contributions provided under Section 5.01 (Contributions) herein shall be returned to the contributing Member. The State Representative is not eligible for such distributions.

ARTICLE VI

INDEMNIFICATION AND INSURANCE

Section 6.01. Consortium Indemnification of Members. The Consortium shall indemnify, defend, and hold harmless each of the Members, and their authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising from the Consortium's acts, errors or omissions and for any costs or expenses incurred by the Member(s) on account of any claim therefore, except where such indemnification is prohibited by law.

Section 6.02. Member Indemnification. Pursuant to the provisions of Government Code section 895 et seq., and except as provided in Section 6.01 (Consortium Indemnification of Members) herein, each Member agrees to defend, indemnify, and hold harmless each other Member from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful act or omission of any agent, officer, and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

Section 6.03. Member's Liability for Negligence of its Employees and Contractors. Except as to Member county personnel dedicated to the Consortium on a "full-time basis," as this term may be defined by further agreement between the Member and the Consortium, Member agrees to be individually liable for the negligence and willful misconduct of its employees, agents, and contractors, including Member county personnel contributed to the Consortium on a part-time or ad hoc basis. As to Member county personnel contributed to the Consortium on a full-time basis, Member county agrees to be jointly liable in the same proportion as the Member county's proportional share of the overall caseload of the Member county as provided in Welfare and Institutions Code section 10824 or any other successor statute. Except as expressed by this provision, the Member accepts no further liability either individually or collectively for the acts or omissions of the Consortium.

Section 6.04. Insurance. The Board shall provide for insurance covering liability exposure in an amount as the Board determines necessary to cover risks of activities of the Consortium. The Consortium's liability insurance shall name each Member County as an additional insured.

Section 6.05. Third-Party Beneficiaries. This Agreement and the obligations thereto are not intended to benefit any party other than its Members, except as expressly provided otherwise therein. No entity not a signatory to this Agreement shall have any rights or causes of action

against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly stated in this Agreement.

Section 6.06. Debts, Liabilities and Obligations.

- (a) All debts, liabilities, and obligations of the CalACES Consortium incurred prior to the Effective Date of this Agreement shall remain the sole responsibility of the forty (40) CalACES Consortium counties and shall be allocated and paid in accordance with the agreed terms in effect prior to the Effective Date of this Agreement. The debts, liabilities, and obligations of the CalACES Consortium and each of the forty (40) CalACES Consortium counties incurred prior to the Effective Date of this Agreement shall not be allocated to the WCDS Counties, unless otherwise expressly agreed to.
- (b) All debts, liabilities, and obligations of the WCDS Counties shall remain the sole responsibility of the WCDS Counties. The debts, liabilities, and obligations of the WCDS Counties shall not be allocated to the forty (40) CalACES Consortium counties, unless otherwise expressly agreed to.
- (c) All debts, liabilities, and obligations of each Member shall remain the individual responsibility of the Member, unless otherwise expressly agreed to.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.01. Notices. Notices hereunder shall be in writing, and shall be sufficient if addressed to the offices listed below and shall be deemed given upon deposit into the U.S. mail, first class, postage prepaid.

Alameda	Director Alameda County Social Services Agency 2000 San Pablo Avenue, 4th Floor Oakland, CA 94612
Alpine	Director Department of Health & Human Services County of Alpine 75-A Diamond Valley Road Markleeville, CA 96120
Amador	Director Department of Social Services County of Amador 10877 Conductor Boulevard Sutter Creek, CA 95685
Butte	Director Department of Employment and Social Services County of Butte P.O. Box 1649 Oroville, CA 95965

Calaveras	Director Health & Human Services Agency County of Calaveras 509 E. St. Charles Street San Andreas, CA 95249-9701
Colusa	Director Department of Health & Human Services County of Colusa 251 E. Webster Street Colusa, Ca 95932
Contra Costa	Director Employment & Human Services County of Contra Costa 40 Douglas Drive Martinez, CA 94553
Del Norte	Director Department of Health & Human Services County of Del Norte 880 Northcrest Drive Crescent City, CA 95531
El Dorado	Director Health and Human Services Agency County of El Dorado 3057 Briw Road, Suite B Placerville, CA 95667
Fresno	Director Department of Social Services County of Fresno P.O. Box 1912 Fresno, CA 93718
Glenn	Director Health and Human Services Agency County of Glenn P.O. Box 611 Willows, CA 95988
Humboldt	Director Department of Health & Human Services County of Humboldt 929 Koster Street Eureka, CA 95501
Imperial	Director Department of Social Services County of Imperial 2995 S. 4th Street, Suite 105 El Centro, CA 92243

Inyo	Director Department of Health & Human Services County of Inyo 163 May Street Bishop, CA 93514
Kern	Director Department of Human Services County of Kern P.O. Box 511 Bakersfield, CA 93302
Kings	Director Human Services Agency County of Kings Kings County Government Center 1400 W. Lacey Boulevard, #8 Hanford, CA 93230
Lake	Director Department of Social Services County of Lake P.O. Box 9000 Lower Lake, CA 95457
Lassen	Director Community Social Services Department County of Lassen P.O. Box 1359 Susanville, CA 96130
Los Angeles	Director Department of Public Social Services County of Los Angeles 12860 Crossroads Parkway South City of Industry, CA 91746-3411
Madera	Director Department of Social Services County of Madera P.O. Box 569 Madera, CA 93639
Marin	Director Health & Human Services Department County of Marin 20 N. San Pedro Road, Suite 2002 San Rafael, Ca 94903
Mariposa	Director Human Services Department County of Mariposa P.O. Box 99 Mariposa, CA 95339

Mendocino	Director Department of Social Services County of Mendocino 747 S. State Street Ukiah, CA 95482
Merced	Director Human Services Agency County of Merced P.O. Box 112 Merced, CA 95341-0112
Modoc	Director Department of Social Services County of Modoc 120 North Main Street Alturas, CA 96101
Mono	Director Department of Social Services County of Mono P.O. Box 2969 Mammoth Lakes, CA 93546
Monterey	Director Department of Social and Employment Services County of Monterey 1000 S. Main Street, Suite 301 Salinas, CA 93901
Napa	Director Health & Human Services Agency County of Napa 2751 Napa Valley Corporate Drive, Building B Napa, CA 94558
Nevada	Director Health & Human Services Agency County of Nevada P.O. Box 1210 Nevada City, CA 95959
Orange	Director Orange County Social Services Agency 500 N. State College Boulevard Orange, CA 92868
Placer	Director, Health & Human Services Placer County Health & Human Services 3091 County Center Drive, #290 Auburn, CA 95603
Plumas	Director Department of Social Services & Public Guardian County of Plumas 270 County Hospital Road, Suite 207 Quincy, CA 95971

Riverside	Director Department of Public Social Services County of Riverside 4060 County Circle Drive Riverside, CA 92503
Sacramento	Director County of Sacramento, Department of Human Assistance 1825 Bell Street, Suite 200 Sacramento, CA 95825
San Benito	Director Health & Human Services Agency County of San Benito 1111 San Felipe Road, #206 Hollister, CA 95203
San Bernardino	Director Human Services Agency County of San Bernardino 385 N. Arrowhead Avenue, 5th Floor San Bernardino, CA 92415-0128
San Diego	Director Eligibility Operations County of San Diego, Health & Human Services Agency 1255 Imperial Avenue, Suite 446, MS: W-414 San Diego, CA 92101
San Francisco	Executive Director San Francisco Human Services Agency P.O. Box 7988 San Francisco, CA 94210
San Joaquin	Director Human Services Agency County of San Joaquin P.O. Box 201056 Stockton, CA 95201-3006
San Luis Obispo	Director Department of Social Services County of San Luis Obispo 3433 So. Higuera Street San Luis Obispo, CA 93403
San Mateo	Director, Human Services County of San Mateo 1 Davis Drive Belmont, CA 94002
Santa Barbara	Director Department of Social Services County of Santa Barbara 2125 S. Centerpointe Parkway Santa Maria, CA 93455

Santa Clara	Director Social Services Agency County of Santa Clara 333 West Julian Street, 5th Floor San Jose, CA 95110-2335
Santa Cruz	Director Human Services Department County of Santa Cruz 1000 Emeline Avenue Santa Cruz, CA 95060
Shasta	Director Health & Human Services Agency County of Shasta 2650 Breslauer Way Redding, CA 96001
Sierra	Director Department of Human Services County of Sierra P.O. Box 1019 Loyalton, CA 96118
Siskiyou	Director Health & Human Services Agency County of Siskiyou 2060 Campus Drive Yreka, CA 96097
Solano	Deputy Director Health and Social Services County of Solano 275 Beck Avenue Fairfield, CA 94533
Sonoma	Director Human Services Department County of Sonoma 3600 Westwind Boulevard Santa Rosa, CA 95403
Stanislaus	Director Community Services Agency County of Stanislaus P.O. Box 42 Modesto, CA 95353-0042
Sutter	Director Human Services Department County of Sutter P.O. Box 1535 Yuba City, CA 95992

Tehama	Director Department of Social Services County of Tehama P.O. Box 1515 Red Bluff, CA 96080
Trinity	Director Health & Human Services Department County of Trinity P.O. Box 1470 Weaverville, CA 96093-1470
Tulare	Director Health & Human Services Agency County of Tulare 5957 S. Mooney Boulevard Visalia, CA 93277
Tuolumne	Director Department of Social Services County of Tuolumne 20075 Cedar Road North Sonora, CA 95370
Ventura	Director Human Services Agency County of Ventura 855 Partridge Drive Ventura, CA 93003
Yolo	Branch Director Service Centers Health & Human Services Agency County of Yolo 25 N. Cottonwood Street Woodland, CA 95695
Yuba	Director Health & Human Services Department County of Yuba P.O. Box 2320 Marysville, CA 95901
Consortium	Two Notices Required: Consortium's Legal Advisor as identified in the Bylaws AND Consortium's Secretary.

The Members and Consortium may change the above addresses for notice purposes by written notification as provided above to each of the other Members and the Consortium. Meeting notices and general correspondence may be served electronically.

Section 7.02. Law Governing. This Agreement is made in the State of California under the Constitution and laws of the State, and is to be so construed. In the event of any dispute under this Agreement venue shall be in Sacramento, unless the dispute involves the Consortium and one or more Members exclusively from Regions 4-6, in which case venue shall be in San Bernardino.

Section 7.03. Amendments. This Agreement may be amended at any time by one or more supplemental agreements executed by mutual agreement of two-thirds (2/3) of the Boards of Supervisors of the Members.

Section 7.04. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 7.05. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. None of the Members may assign any right or obligation hereunder without the written consent of the others.

Section 7.06. Section Headings. All article and section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 7.07. Multiple Counterparts. This Agreement is executed in multiple counterparts, any one of which shall be deemed an original for any purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF INYO

Approved As to Form
INYO COUNTY COUNSEL

By:

By:



Richard Pucci, Chair
Board of Supervisors

Marshall Rudolph
County Counsel

Date:

Date: 2/12/19

Attest:

By:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALSAWS CONSORTIUM AND THE COUNTY OF INYO**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the CalSAWS Consortium ("Consortium"), a California Joint Powers Authority, and the County of INYO ("County"), a member county ("Member" or collectively with other members of the Consortium, "Members") of the Consortium (collectively, "the Parties").

RECITALS

- I. WHEREAS, the Consortium was previously known as the California Statewide Automated Welfare System Consortium IV ("C-IV Consortium") with thirty-nine (39) county members (collectively, "39 Counties"); and
- II. WHEREAS, Los Angeles County joined the 39 Counties pursuant to the Amended and Restated Joint Exercise of Powers Agreement ("JPA Agreement"), with an effective date of September 1, 2017, pursuant to which the name of the Consortium was changed to the California Automated Consortium Eligibility System Consortium ("CalACES Consortium"); and
- III. WHEREAS, the C-IV Consortium previously entered into an agreement with a primary vendor ("C-IV Agreement") to provide the necessary equipment and services for an automated system ("C-IV System") utilized by the 39 Counties; and
- IV. WHEREAS, Los Angeles County previously entered into an agreement with a primary vendor ("LRS Agreement") to provide the necessary equipment and services for an automated system known as the Leader Replacement System ("LRS"); and
- V. WHEREAS, 18 counties ("WCDS Counties") previously entered into an agreement with a primary vendor ("CalWIN Agreement") to provide the necessary equipment and services for an automated system known as the CalWORKS Information Network and related systems ("CalWIN"); and
- VI. WHEREAS, the Centers for Medicare and Medicaid Services and the Food and Nutrition Services agencies of the United States Department of Agriculture directed California to move to a single statewide automated welfare system ("CalSAWS") by 2023. In moving toward that goal, the WCDS Counties and the CalACES Consortium have joined together to form the CalSAWS Consortium, pursuant to the JPA Agreement; and
- VII. WHEREAS, Los Angeles County will continue to use the LRS, the 39 Counties will continue to use the C-IV System, and the WCDS Counties will continue to use CalWIN until the migration of the Members to CalSAWS is complete; and

VIII. WHEREAS, the purpose of this MOU is to delineate the areas of understanding and agreement among the Consortium and the Members regarding matters related to the administration and fulfillment of the Consortium's purpose; and

IX. WHEREAS, this MOU is conditioned on the Consortium entering into the same MOU terms and conditions with all other Members, and supersedes all prior MOUs concerning the same subject matter contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. DEFINITIONS

As used in this MOU, the following words and terms shall have the meanings described below, unless otherwise defined elsewhere in this MOU:

1.1. "Advance Planning Document" (APD): A federally required document that is used by states to inform the federal agencies of their intentions related to federally funded programs, and request approval and funding to accomplish their needs and objectives. The term APD refers to a Planning APD, Implementation APD, or to an Advance Planning Document Update.

1.2. "Central Equipment": Is that equipment for which the Consortium is authorized by the State of California to assume responsibility for refresh. The Consortium shall have responsibility to refresh (replace or upgrade) all such equipment. All equipment not designated as "Local Equipment" is Central Equipment. The physical location of the equipment is not relevant to the designation "Central."

1.3. "Consortium – Auditor-Controller Agreement": Is any agreement, as may be revised from time to time, between the Consortium and one of its Members to fulfill the fiscal and audit function as Auditor-Controller for the Consortium.

1.4. "Consortium Staff": Consists of employees of the Consortium, employees of Members contributed to the Consortium, and contractors and agents designated by the Consortium.

1.5. "Consortium's Secretary": The Secretary of the Consortium's Board of Directors in charge of all records of the Consortium.

1.6. "Consortium's Treasurer": The treasurer of the Consortium shall be as specified in the JPA Agreement. The Consortium's Treasurer is responsible for the depository, disbursements, and accountability of all the accounts, funds, and money and all records relating thereto.

1.7. "Cost Allocation Plan": A methodology for distributing costs to benefiting programs in accordance with federal, state, and county sharing ratios.

1.8. "County Personnel": County employees, contractors or agents responsible for task(s) necessary to the Project.

1.9. "County-Purchased Software": Licenses to software applications purchased separately by County and installed upon Local Equipment. County-Purchased Software does not include Original Equipment Manufacturing (OEM) operating system software provided by the Consortium for use in the System(s), as defined below. All County-Purchased Software must be configured to be compatible with Consortium-purchased software and shall be approved by Consortium prior to its installation and use on Local Equipment purchased or provided under this MOU. Maintenance of County-Purchased Software and management of its use in a manner consistent with its licensing is the sole responsibility of County.

1.10. "County Site(s)": The location(s) in the County for the equipment, software, and Project Staff activities designated as necessary to the Project.

1.11. "Data": The Consortium and County records, files, forms, and other information that are currently or will be processed on the System(s).

1.12. "Deliverables": Products, including, but not limited to, equipment and software, provided to the Consortium and the County pursuant to agreements with vendors or otherwise necessary to the Project.

1.13. "Executive Director": The individual chosen by the Consortium with responsibilities for the management of the Project for the Consortium.

1.14. "Impaired Device(s)": Any equipment that is used by a Member on the System(s) and which has become, whether by damage or other reason, incapable of performing its intended purpose.

1.15. "Local Equipment": Is that equipment that (a) was obtained for the System's(s) use, (b) is located on County Sites, and (c) for which the Consortium is not authorized by the State of California to assume responsibility for refresh, replace or upgrade.

1.16. "Network(s)": The telecommunications lines, equipment, software, and services for transmitting Data and other information as required by the needs of the System(s).

1.17. "Original Equipment Manufacturing" or "OEM": Is that operating system software license that is provided with the workstation and laptop equipment, for which the right to use the license is vested with the owner of the applicable equipment.

1.18. "Primary Project Vendor": The vendor who is working or will be working on the System(s) pursuant to the applicable agreement(s), as approved by the Consortium.

1.19. "Primary Project Vendor Staff": Employees, contractors, and agents of the Primary Project Vendor dedicated to the Project who are working on the System(s).

1.20. "Project": Work related to the design, development, implementation, operation, maintenance of the System(s), and migration of the Members to CalSAWS, and the related activities of the Parties thereto.

1.21. "Project Staff": The Consortium Staff, County Personnel, and vendor staff performing task(s) necessary to the Project.

1.22. "Quality Assurance and Other Agreements": Those agreements between the Consortium and its quality assurance vendor(s) or other Project vendors to provide quality assurance, Project management, planning, support, verification, and validation services for the System(s).

1.23. "Region": County or Counties grouped together for purposes of representation as defined in the Consortium's Bylaws.

1.24. "Regional Manager(s)": The person(s) responsible for the day-to-day oversight of the Project in a particular Region.

1.25. "Separate Services": Services which are related to the System(s), obtained by Counties from the Primary Project Vendor, or other Project vendors.

1.26. "Software": Software and software licenses purchased by the Consortium for the System's(s') use, and software and software licenses procured under Section 4.2 (County Hardware and Software License Purchases). The Consortium retains possession of and title for, and responsibility for refresh of, all Software licensing agreements purchased by the Consortium but may grant use permission to Member in a manner consistent with this MOU.

1.27. "System(s)": Individually or collectively, the complete collection of equipment, Software, other required software, and Networks for the C-IV System, LRS, CalWIN and/or CalSAWS.

1.28. "Work Plan(s)": The plan and delineation of tasks, subtasks, activities and events to be performed, Deliverables to be produced and associated resource requirements with regard to the Project as accepted and agreed upon between the Primary Project Vendor and the Consortium, subject to modification from time to time.

II. COUNTY

2.1. Dedication of Personnel. The County, within its sole discretion, agrees to undertake best efforts to provide County Personnel to the Project as required by the Project's needs, applicable Work Plan(s) or as otherwise necessary to fulfill the Consortium's purpose. County Personnel provided to the Project or the Consortium under this provision will be provided subject to the following terms and conditions:

2.1.1. The rendition of the services performed by County Personnel, the standards of performance, the discipline of its employees, and other matters incident to the performance of such services and the control of County Personnel so engaged in these services shall remain with the County. The County and the Consortium shall agree to the scope of services to be performed by each County Personnel.

2.1.2. The County will be responsible for all payroll, personnel, and other administrative functions for its employees assigned to perform services for the Consortium hereunder.

2.1.3. At the start of the Consortium assignment, the County, or the Consortium, with consent from the County, will provide functional supervision of County Personnel assigned, specify their duties, establish working hours, and other matters incidental to the supervision of the County Personnel.

2.1.4. In the event of a dispute between the County and the Consortium as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Consortium shall be consulted and a mutual determination thereof shall be made by both the County and the Consortium. However, the County, in an unresolved dispute, shall have final and conclusive determination as between the Parties hereto.

2.1.5. For and in consideration of the services to be performed by the County Personnel for the Consortium under this MOU, the Consortium shall pay the County for said services according to the hourly prevailing direct salary and employee benefit costs as determined by the County for the current applicable fiscal year. Annual rate adjustments shall be made pursuant to methods employed according to the policies and procedures established by the County.

2.1.6. The County shall render to the Consortium a summarized monthly invoice which details all services performed under this MOU, and the Consortium shall pay the County within sixty (60) days after date of said invoice.

2.1.7. Payment for said services shall be made by check or money order payable as directed on the monthly invoice, or other method as determined by the County.

2.1.8. If such payment is not delivered to the County office that is described on said invoice within sixty (60) days after the date of the invoice, the invoice will be deemed uncollectible and may be forwarded for appropriate action.

2.1.9. Both Parties hereto in the performance of this Agreement shall act as independent contractors and not as agents, employees, partners, joint venturers, or associates of one another.

2.1.10. The Consortium shall not assume any liability for the direct payment of any salaries, wages, retirement benefits, workers' compensation insurance, or other compensation to any County Personnel performing services hereunder.

2.1.11. County and Consortium agree to be liable for the negligence and willful misconduct of its employees, agents, and contractors as set forth in Section 6.03. (Member's Liability for Negligence of its Employees and Contractors) of the JPA Agreement.

2.1.12. Notwithstanding any provision hereof to the contrary, the County or the Consortium may return County Personnel back to County for any reason upon notice in writing to the other party of not less than sixty (60) days prior thereto, unless the Parties agree otherwise.

2.2. Access to County Site(s) and Facilities. County agrees to make available and provide access to County Sites and facilities to Project Staff as necessary for the operation and administration of the System(s) in accordance with the County's administrative and security rules and regulations. County reserves the right to refuse the Consortium Staff or Project Staff member access to County Site(s) or facilities where, in its sole discretion, the County determines that access should be refused or terminated for reasons of public health, welfare, and safety or to avoid disruptions to County operations.

2.3. Release of Information to Auditor/Controller. The County acknowledges that the Consortium - Auditor/Controller Agreement sets forth certain procedures for the disclosure of records of the County to the Auditor/Controller and the Executive Director as the Auditor/Controller deems necessary to resolve any funding, invoice, records, accounting or audit-related issues, to the extent allowed by law. Therefore, the County agrees to use commercially reasonable efforts to comply with these procedures and, further, shall cooperate with the Consortium and Auditor/Controller in complying with any changes or modifications of these procedures, as may be necessary from time to time.

III. CONSORTIUM

3.1. Compliance with County Rules. The Consortium agrees that all Project or other Consortium activities occurring at County Site(s) or facilities will occur in a manner consistent with the County's rules and regulations.

3.2. Risk of Loss for Deliverables. Until accepted by County under the procedures established by the Parties pursuant to Section 4.4 (Development of Procedures for Acceptance/Rejection of Deliverables) herein, Consortium agrees that any risk of loss or damage for the Deliverables shall be borne solely by the Consortium.

3.3. Liability to County. The Consortium agrees to be liable for any loss, destruction, or damage caused by the Consortium to County operation or property by Consortium. Upon such loss, destruction of, or damage, the County shall notify the Executive Director and shall take all reasonable steps to protect against further loss, destruction, or damage caused by Consortium.

3.4. Minimize Project Impact on County's Operations. The Consortium agrees to ensure that Project activities at County Site(s) and facilities shall be done in a manner that will minimize interference with the normal activities and operations of the Member and shall keep County Site(s) and facilities safe, clean, and orderly at all times.

3.5. Right to Use System(s) Information and Data. The Consortium agrees that the County shall have unlimited rights to use, disclose, duplicate, or publish all System(s) information and Data relating to County that is developed, derived, documented, or furnished by Consortium, upon notification by County to the Executive Director as to the reason for such use of said System(s) information and Data. Such Data shall include all results, technical information, and materials developed for and/or obtained by Consortium and retained to fulfill its purpose, including, but not limited to, all reports, surveys, plans, charts recordings (video and/or sound), pictures, drawings, analysis, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the Project, but only as it relates to the County or is Data that is meant for distribution to, or for access by, all Members of the Consortium. To the extent that County requires access to System(s) information and Data relating to another Member(s) of the Consortium, County shall seek permission from such Member(s) and shall enter into all appropriate confidentiality and non-disclosure agreements, if required, and comply with all confidentiality and security requirements of such Member(s). The County's use of Consortium information and Data shall not apply, and the County shall have no right, to title and interest in or to any Consortium's vendor's confidential and proprietary information.

3.6. Cooperation with County Risk Management Assessment. The Consortium agrees to cooperate and share its records and information with the County as necessary for the County to conduct an adequate risk of liability assessment(s) and develop an appropriate risk of liability management plan(s) as to Project activities occurring at County Sites and facilities or otherwise in connection with the County's participation in the Consortium.

IV. MUTUAL RESPONSIBILITIES

4.1. Fiscal Responsibilities and Claiming.

4.1.1. The Consortium's Auditor-Controller shall act as the fiscal agent for the Consortium and perform accounts payable functions that relate to vendor billings and overall Project costs, including Separate Services and hardware and/or Software purchased by the County. The Consortium will invoice the County as agreed for the specific costs incurred in accordance herewith. At a minimum, invoicing will be quarterly, except by mutual agreement.

4.1.2. Unless otherwise agreed upon by the Consortium Executive Director or designee, the County will be responsible for the costs of hardware, and/or Software and associated maintenance for new County Sites or the expansion of existing County

Sites, changes in County network models, refresh of existing hardware and/or Software (as deemed necessary by the County), Separate Services requested by the County and other changes the County deems necessary. The County will prepare and submit APDs to the State for approval of these items, except as otherwise agreed upon by the Consortium, as above, subject to oversight by the Office of System Integration (OSI) or applicable State APD department.

4.1.3. The Consortium will allocate the Project budget to each Member and each of the Counties will be required to pay its applicable share of budget, in accordance with Section 4.1.4 hereof and Section 5.02 (Statewide Automated Welfare System Funding Allocations) of the JPA Agreement, at the time and in the manner specified by the Consortium. Such County Project costs will be paid to the Consortium or State as directed by the Consortium. The Consortium will continue to evaluate total Consortium expenditures and budget variances. The annual budget requests and updates will be prepared by the Consortium along with County Personnel.

4.1.4. Administrative Costs (also known as unfunded costs) are costs properly incurred by the Consortium but designated by the State of California as ineligible for reimbursement to the Consortium by the State, including the County's share as determined by the appropriate Cost Allocation Plan to be applied to that cost as approved by the State. On or before April 1 of each year, the Consortium, with the concurrence of the Consortium's Member representatives as defined in Section 2.07 (Quorum; Required Votes; Approvals) of the JPA Agreement, will approve a schedule of Administrative Costs for the upcoming fiscal year (July 1 through June 30). The Consortium will give the County notice of the approved schedule within ten (10) days after such approval.

A. County hereby agrees to contribute to the Consortium its share of Administrative Costs, as determined by the Consortium, in advance pursuant to California Government Code section 6504.

B. County shall also contribute an amount equal to any penalties, fines, finance charges, interest or other costs that may result in the event County's tardy payment(s) result in insufficient funds to pay the Consortium's expenses when due.

4.1.5. If, during the term of this MOU, the County is unable to appropriate sufficient funds, or is otherwise unable to meet its financial obligations under this MOU, and there are no other legal procedures or available funds by or with which such obligations can be met, County shall have the right to terminate this MOU and withdraw its membership from the Consortium effective as of the end of that fiscal year by adoption of a resolution of withdrawal by County's Board of Supervisors, provided that a copy of said resolution has been served on all other Members by May 31 of that fiscal year, as provided for in Section 2.11 (Withdrawal of Member) of the JPA Agreement. Withdrawal under this subsection shall not relieve the County of any financial obligations or liabilities arising prior to the effective date of the withdrawal.

4.1.6. Section 17.1.1 of the "Amended and Restated Agreement for a California Statewide Automated Welfare System" between the Consortium and Accenture LLP provides as follows:

17.1.1 Consortium Member Demand for Indemnification

CONTRACTOR's obligation to indemnify CONSORTIUM Members shall only be exercised through the CONSORTIUM and upon written demand by the CONSORTIUM. Any demand for indemnification by a CONSORTIUM Member shall be tendered to the CONSORTIUM, which shall have the authority to make the demand for indemnification to CONTRACTOR. The obligation on CONSORTIUM Members to submit demands for indemnification to the CONSORTIUM rather than directly to the CONTRACTOR shall not apply to L A COUNTY so long as L A COUNTY remains the sole county utilizing the LRS System in actual production. Once a second county migrates into the LRS System and from that point forward, all indemnification claims must go through the CONSORTIUM.

County claims covered by this provision shall be referred to the Consortium's Executive Director for action in accordance with this provision. The Consortium will be entering into other vendor contracts on behalf of the Member counties and anticipates including comparable language in some or all of those contracts. County claims arising under those other contracts shall also be referred to the Consortium's Executive Director for action in accordance with the requirements set forth in those contracts.

4.2. County Hardware and Software License Purchases.

4.2.1. This section pertains to County hardware and software purchases initiated by the County, that enable the County to acquire Local Equipment and/or Software through the Consortium and to contribute to the cost of Central Equipment needed for County use. Any applicable terms, conditions, and limitations of any agreements that provide for such purchases shall remain applicable.

4.2.2. Unless otherwise agreed by the Executive Director or designee, the County will prepare and submit to the Consortium a change order to request a cost estimate for hardware and/or Software licenses and associated maintenance. This request will identify the number of units of hardware and/or Software licenses anticipated for each County Site. The request will specify any special needs or considerations for the items requested. These special needs may include, but are not limited to, monitor sizes, configurations, ergonomics, specialized software, or color printers. The request will also identify whether the County will install all, some, or none of the items requested and whether the County will provide any ongoing technical support that may be necessary.

4.2.3. Upon receiving a change order request from the County for hardware and/or Software licenses, the Consortium will forward the change order to the Primary Project Vendor for a cost estimate that will be provided in accordance with the procedures in the Consortium agreements with the Primary Project Vendor, including estimates with all appropriate costs for the items specified in the request as well as all other hardware and/or Software licenses and hardware maintenance that is necessary

to ensure compliance with Consortium specifications. Such other hardware may include, but is not limited to, network and Central Equipment, such as switches, routers, and servers. The Consortium Staff will forward the estimate to the appropriate County Staff following receipt of the estimate from the Primary Project Vendor Staff.

4.2.4. Once the applicable APD is approved, the County will be responsible for providing written approval, from the State, of the cost estimate to the Consortium. The Consortium will not take any steps to authorize the procurement of the hardware and/or Software licenses until such written authorization is provided. Any increases in the cost estimate must also be approved in writing by the County.

4.2.5. The Consortium Staff will authorize the purchase of the hardware and/or Software licenses after approval of the cost estimate from the Member. The Project Staff will ensure that the requested items are ordered in a timely manner and in compliance with the approved cost estimate.

4.2.6. All Local Equipment and hardware procured under this MOU will become County property unless otherwise agreed to by the Executive Director or designee and County. All software licenses which are purchased by Consortium for use with the System(s) shall be retained by the Consortium and County will be granted permission to use the software pursuant to such licenses, unless otherwise agreed to by the Executive Director or designee and County. County shall be responsible to Consortium for costs associated with acquisition of Software licenses required for County use which are purchased through the Consortium. The County will track and manage property in accordance with mutually agreed upon inventory and accounting practices and procedures identified in the System Operations and Support Plan ("SOSP"). If County and Consortium are unable to agree upon inventory and accounting practices and procedures, County shall track and manage property in accordance with its inventory and accounting practices and procedures. The Consortium shall provide operational support of all hardware in accordance with Consortium procedures and the County network model, unless otherwise agreed to by the Executive Director or designee and Member.

4.2.7. The County will be responsible for the installation of all electrical and Data cabling to support any necessary additional hardware at the County Site(s) unless otherwise agreed to by the Executive Director or designee. Electrical cabling will be installed in compliance with the County's current practices for such installations. Data cabling will be installed and tested per the standards identified in the SOSP. Data cabling test results will be provided to the Consortium for its review.

4.2.8. The County will be responsible for the costs associated with the ordering and installation of Data circuits between the local County Site(s) and the applicable Data centers, unless otherwise agreed to by the Executive Director or designee. The County will work with Primary Project Vendor Staff to ensure that the Data circuit is of appropriate bandwidth in accordance with Consortium specifications.

4.2.9. Following the receipt, installation, and acceptance of the hardware and/or Software licenses, the County will transfer to the Consortium an amount sufficient to satisfy the Consortium's actual expenditures for the hardware and/or Software licenses based on invoice documentation provided by the Consortium.

4.3. Separate Services.

4.3.1. The County may, at its sole discretion, prepare and submit to the Consortium a change order to request Separate Services to be performed by the Primary Project Vendor or other Project vendors. This request will identify the type(s) of Separate Services sought for each County Site and specify any special needs or considerations for the requested Separate Services. The Consortium, upon receiving a change order request, will forward the change order to the Primary Project Vendor or other Project vendors for a cost estimate, including estimates with all appropriate costs for the services specified in the request. The Consortium will also ensure that such services are appropriately related to the System(s). Any applicable terms, conditions, and limitations of any agreements that provide for such services shall remain applicable.

4.3.2. The County and the Consortium will ensure that such Separate Services are performed in a timely manner and in compliance with the cost estimate provided by the Primary Project Vendor or other Project vendors. The County will communicate with the Consortium regarding the progress of the Separate Services and any issues that may affect the Consortium or the System(s).

4.4. Development of Procedures for Acceptance/Rejection of Deliverables. The Parties agree to develop and implement procedures for the timely acceptance or rejection of Deliverables that may need to be reviewed by Member as necessary for the Project.

4.5. Ownership of Accepted Deliverables. The Parties agree that all rights, titles, and interests to Deliverables accepted by County pursuant to the procedures developed as called for under Section 4.4 (Development of Procedures for Acceptance/Rejection of Deliverables) shall not pass to County except as defined by this MOU or further agreed to in writing.

4.6. Sharing of Business Records. Notwithstanding Section 4.1 (Fiscal Responsibilities and Claiming), to ensure financial accountability of the Consortium and County the Parties agree to cooperate in the disclosure to the other Members of all business records (including, but not limited to, certified copies of records of all accounts, funds, and monies for the Project) except to the extent limited, restricted, or prohibited by law or applicable privilege.

4.7. Access to Books and Records by Regulatory Agencies. The Parties agree to maintain and make available for inspection sufficient records, files, and documentation that are not otherwise limited/restricted/prohibited by law or applicable

privilege, necessary in the case of audit by the State or federal agency, or other regulatory agency.

4.8. Dispute Resolution. The Parties agree that the resolution of any dispute between them related to Consortium business, whatsoever, shall be sought through the following procedures:

4.8.1. The Parties shall use their reasonable best efforts to resolve disputes arising in the normal course of business at the lowest organizational level between the Party's staff with appropriate authority to resolve the disputes. When a dispute arises between the Consortium and the County that cannot be resolved in the normal course of business, the Executive Director and County Director will work in good faith to resolve the dispute. If the Executive Director and the County Director cannot resolve the disputed issue(s) within five (5) business days, the matter shall be escalated to the Board of Directors of the Consortium for resolution.

4.9. No Alteration of JPA Agreement. The Parties agree that entering into this MOU or performing as provided hereunder shall not in any way change the obligations, rights or authority of the Parties as set forth in the JPA Agreement establishing the Consortium between the counties. Should any provision of this MOU conflict with any provision of the JPA Agreement, the provision of the JPA Agreement shall prevail.

4.10. Transfer of Impaired Devices.

4.10.1. Transfer of Impaired Devices.

A. Transfer of Impaired Devices. County conveys, assigns, and transfers to Consortium, and Consortium hereby accepts from County, all rights, titles, and interests of County in and to all of the Impaired Devices on the terms and conditions set forth herein. County is responsible for removing all County-Purchased Software and Data prior to the transfer of an Impaired Device to the Consortium, to the extent possible. County hereby authorizes Consortium to remove any and all County-Purchased Software and Data if County is unable to remove prior to transfer.

B. Liability for Impaired Devices. Consortium shall be responsible for any liabilities or obligations associated with or related to the Impaired Devices that occur after the Impaired Device transfer date.

4.10.2. Transfer Events.

A. County to Consortium. The transfer of each Impaired Device from County to Consortium shall be effective on an ongoing basis, when Consortium and County execute an equipment transfer.

4.10.3. Disclaimers of Representations and Warranties.

A. County. COUNTY IS TRANSFERRING, ASSIGNING, AND CONVEYING THE IMPAIRED DEVICES ON AN "AS IS" BASIS TO CONSORTIUM. COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE IMPAIRED DEVICES AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE FOR THE IMPAIRED DEVICES, AS WELL AS ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE. COUNTY DOES NOT REPRESENT OR WARRANT THAT THE IMPAIRED DEVICES WILL MEET CONSORTIUM'S REQUIREMENTS, OR THAT THE IMPAIRED DEVICES WILL BE FREE FROM DEFECTS, DEFICIENCIES, PROBLEMS OR ERRORS.

THIS DISCLAIMER IS NOT INTENDED TO VOID ANY WARRANTIES THAT MAY BE AVAILABLE FROM THE MANUFACTURER OR SELLER OF THE IMPAIRED DEVICES, WHICH SHALL PASS TO THE CONSORTIUM AS APPROPRIATE.

B. Manufacturers' Warranties. The disclaimers in Section 4.10.3, above, notwithstanding each party assigns to the other party all of the manufacturer's warranties and indemnities relating to the Impaired Devices transferred pursuant to the provisions set forth herein. Such assignment shall take effect upon the applicable transfer date and is subject to all of the terms and conditions imposed by the manufacturers.

4.10.4. Limitations of Liability and Exclusive Remedies.

A. Limitations and Disclaimers of Liability. In no event shall County, Consortium, the Members comprising Consortium, or their contractors, agents, officers, directors, or employees be liable for any losses, expenses, claims or damages of any kind or nature including, but not limited to, direct, indirect, consequential, special or incidental damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business opportunity, loss of business information, or other pecuniary loss) arising out of the use or inability to use the Impaired Devices, any breach of this property transfer by either party, or any other matter hereunder, even if a party has been advised of the possibility of such damages.

The waiver stated above only relates to matters covered by Section 10.4 (Transfer of Impaired Devices) and extends to any rights such person or entity may have under California Civil Code section 1542 (and other similar statutes and regulations). Section 1542 states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

B. Exclusive Remedy of Consortium. Consortium acknowledges that County is providing the Impaired Devices as required under applicable state policy and Consortium agrees that Consortium's sole and exclusive remedy for any inability to use an Impaired Device or any other matter under this property transfer shall be that Consortium shall pursue any remedy that has been transferred or assigned by County from the Impaired Device's manufacturer.

4.10.5. Responsibility for Software Licenses.

A. County. County is responsible for removing all County-Purchased Software prior to the transfer of an Impaired Device to the Consortium, to the extent possible. County hereby appoints Consortium as County's agent for the sole purpose of removing any County-Purchased Software contained on any and all Impaired Devices County transfers to Consortium, if County is unable to remove prior to transfer.

Subject to the provisions of Section 4.2.6 herein, County shall retain all rights and obligations associated with any license to County-Purchased Software contained on any and all Impaired Devices that County transfers to Consortium.

B. Consortium. Consortium shall, acting as agent of the County, remove any and all County-Purchased Software from Impaired Devices that Consortium receives from County, if County is unable to remove prior to transfer. Consortium shall not acquire any rights or obligations associated with any license to County-Purchased Software contained on any and all Impaired Devices that Consortium receives from County.

4.10.6. Expenses. Each party shall pay its own expenses and fees incidental to the preparation and execution of this property transfer and the obtaining of necessary approvals thereof, including fees and expenses of its counsel, accountants, and other experts.

V. TERM/TERMINATION/MODIFICATIONS

5.1 Term. This MOU shall commence on June 28, 2019 ("Effective Date") and shall remain in effect so long as the Member is a member of the Consortium, unless terminated as specified herein.

5.2 Condition Precedent--State and Federal Funding. The Parties agree that their respective obligations under this MOU are contingent upon state and federal financial participation in the Project and the Consortium. In the event that such funds are not forthcoming for any reason, either Party shall notify the other and shall have the right to terminate this MOU.

5.3 Termination of Consortium or County's Consortium Membership. This MOU shall immediately terminate upon the termination of the Consortium's Joint Powers Authority or County's membership in the Consortium's Joint Powers Authority.

5.4 Debts and Liabilities Upon Termination. Should this MOU terminate as provided herein, the debts, liabilities, and/or obligations of the Consortium shall remain those of the Consortium.

5.5 Entire Agreement/Amendments. This MOU constitutes the entire MOU between the Parties hereto with respect to the subject matter hereof and all prior or contemporaneous MOUs or other agreements of any kind or nature relating to the same shall be deemed merged herein. Except as provided herein, any modifications to, or termination of, this MOU must be in writing and signed by the Parties.

VI. MISCELLANEOUS PROVISIONS

6.1 Notices. Written notices provided hereunder shall be sufficiently addressed to the offices listed below and shall be deemed given upon deposit in the U.S. mail, first class, postage prepaid.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

CalSAWS Consortium

By:

_____, Chair

Board of Directors

Dated: _____

County:

County of Inyo

By:

Richard Pucci, Chair
Board of Supervisors

Approved As to Form
Inyo County Counsel

By:



Marshall Rudolph

County Counsel

(Title)

Attest:



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: March 12, 2019

SUBJECT: 2019 Annual Competitive Round of Inyo County Community Project Sponsorship Program Grants

DEPARTMENTAL RECOMMENDATION: Request your Board:

- A. Review and approve 9 Community Project Sponsorship Program Grant awards for 2019 recommended by the Community Project Sponsorship Program Grant Review Panel, and in the amounts recommended by the Panel (Attachment A) in the total amount of \$20,984; and,
- B. Authorize the County Administrator to sign the contracts with the Fiscal Year 2018-2019 Community Project Sponsorship Program grant recipients, in the amounts approved by your Board with the contract term running to December 31, 2019, contingent upon appropriate signatures being obtained.

SUMMARY DISCUSSION:

The Board originally approved the Community Project Sponsorship Program Guidelines and County of Inyo Standard Contract No. 159 (Independent Contractor – Community Project Sponsorship Program) at its meeting on September 25, 2007. The most recent revisions to the CPSP program were approved by the Board on November 8, 2016, with those revisions then reflected in Standard Contract No. 159, and the CPSP Grant Guidelines.

The Community Project Sponsorship Program's Fiscal Year 2018-19 budget allocation is \$95,000, which was approved by the Inyo County Board of Supervisors in September of 2018. The funds are allocated thusly: \$35,000 for four fishing derbies and fishing promotions; \$39,016 for Line Item Grants to well-established events and programs; and \$20,984 for Competitive Grants. The grant funding being considered today is only for the Competitive Grants

By request, application materials were e-mailed to previous Advertising County Resources Program applicants, as well as other organizations that expressed an interest in the Program. Potential applicants were also informed that the Community Project Sponsorship Program materials -- guidelines, application, contract No. 159 -- are available on the County's website. In several cases, staff answered questions and clarified the grant guidelines for organizations and groups seeking to apply for this round of grants.

The deadline for grant applications was set for Feb. 12, 2019. At the deadline, the Community Project Sponsorship Program received 13 applications requesting a total of \$58,085 in grant funding. Staff assembled the application materials in a digital format and also placed the full applications into packets for the members of the Review Panel. The digital versions of the applications were sent to board members, and are in the online board packet. Copies of the applications are also available to the public.

Staff convened a Review Panel consisting of three county residents: Rich White, Independence, Alan Pietrasanta, Bishop, and Elizabeth Livermont, New Jersey/Independence. The grant applications, guidelines and general instructions were given to the members of the panel to review before they convened as a group on Friday Feb. 15, 2019. The members of the Review Panel discussed the merits of each application and then individually completed a scoresheet for each application. The members of the Review Panel filled out the scoring sheets as Panelists A, B and C. The members of the Review Panel were asked to score the applications relative to each of the criteria (previously approved by the Board) on Attachment B.

The Review Panel's total scores for each grant were averaged, and the results are presented for your Board's consideration in Attachment A. Pursuant to the Community Project Sponsorship Program Guidelines, in order to be considered for funding, a grant had to have an average score of at least 70 points.

Grant Review Panel's Final Recommended Funding

The panel members were also asked to make a funding recommendation for each project, regardless of the score they gave the project, and those recommendations were averaged to arrive at the Average Recommended Funding on Attachment A. Projects that did not reach the 70-point threshold received zero funding when the Panel decided on the final, Recommended Funding. The panel made a number of funding adjustments to numerous projects in order to award the full \$20,984 available for this round of competitive CPSP grants.

GRANT REQUESTS RECOMMENDED FOR FUNDING

Fifth Annual Owens Lake Bird Festival (Friends of the Inyo): This well-received event continues to highlight the birding and wildlife viewing opportunities on the Owens Dry Lake, which has become a notable, statewide birding destination. The festival attracts visitors from around the region, state and the country.

Average Score: 78; Funding Request: \$10,000; Recommended Award: \$2,600.

First Annual SIH Salvation Foundation Car Show (Southern Inyo Hospital Salvation Foundation): This new, non-profit foundation will host a Car Show and related activities on the grounds of the Southern Inyo Hospital. The event will raise funds for the foundation.

Average Score: 74.7; Funding Request: \$3,500; Recommended Award: \$1,667.

Eastern Sierra Tri-County Fair Entertainment (Friends of the Eastern Sierra Tri-County Fair): This non-profit group will use the grant proceeds to augment the aggressive online, social media and digital marketing campaign for the 2019 Tri-County Fair Concert/Grandstand entertainment.

Average Score: 75.7; Funding Request: \$10,000; Recommended Award: \$2,500.

Mule Days Digital Promotion of the 50th Annual Mule Days Video (Mules Days): The Bishop Mules Days Celebration is marking its 50th anniversary with a historical, promotional video. The grant will help promote the video to a national audience through online and social media campaigns, which will also highlight and promote visitation to Inyo County and the Owens Valley.

Average Score: 84.67; Funding Request: \$6,000; Recommended Award: \$3,000.

Music in the Courtyard (Lone Pine Chamber of Commerce): This popular event brings live music from local bands and musicians to Lone Pine on summer evenings, which is enjoyed by visitors and residents alike.

Average Score: 75.7; Funding Request: \$7,400; Recommended Award: \$2,833.

Easy Hiking Trails Brochure (Bishop Area Chamber of Commerce and Visitor's Bureau): Grant funds will be used to help reprint this popular brochure, which highlights hikes in the Bishop, Independence and Lone Pine areas.

Average Score: 76.3; Funding Request: \$1,660; Recommended Award: \$1,117.

Eastern Sierra Dispersed Camping "Leave No Trace" Visitor Handout (Bishop Area Chamber of Commerce and Visitor's Bureau): This new brochure will highlight "Leave No Trace" and other ecologically friendly camping guidelines to help visitors learn how to reduce impacts from dispersed camping. It is hoped local and regional public land management agencies will also contribute to this educational effort in the future.

Average Score: 84; Funding Request: \$6,000; Recommended Award: \$1,600

NOTE: The Bishop Area Chamber of Commerce and Visitor's Bureau application for a Bishop Winter Hiking Brochure received an average score of 72, and a recommended funding of \$300. However, since the Bishop Chamber indicated that its brochure projects could not proceed without significant grant funding, the panel deleted funding for the Winter Hiking Brochure, which had the lowest average score, and split the \$300 between the Easy Hiking and Camping brochures.

Inyo County FAM Tours (Bishop Area Chamber of Commerce and Visitor's Bureau): This project helps educate front-line hospitality employees about the numerous attractions and events in Inyo County so they can provide useful, up-to-date information to visitors.

Average Score: 81; Funding Request: \$3,000; Recommended Award: \$2,000.

First Friday Market (Bishop Mural Society/Eastern Sierra Artists): This event debuted last year and generated a great response and impressive attendance from visitors and residents. The event works to highlight the Bishop Farmer's

Market and add food and beverage vendors and a contingent of local artists, crafters and performers to the event, which will be held on Warren Street in Downtown Bishop. There will be four, First Friday Markets during the summer. The City of Bishop has offered its support, as well.

Average Score: 79; Funding Request: \$6,000; Recommended Award: \$3,667.

Grant Requests Not Recommended For Funding

The following grant requests did not average above 70 points during the panel's review, thus they are not eligible for funding under the program's guidelines (see attachment A): IMAH Benefit Bash -- Inyo Mono Association for the Handicapped; Bishop Volunteer Fire Department Mule Days Parade Entry -- Bishop Volunteer Fire Department; and Inyo County Treasures Kiosk, Bishop Winter Hiking Brochure -- Bishop Chamber of Commerce and Visitor's Bureau. The applicants will be contacted individually and informed of the Grant Review Panel's comments or concerns that led to the lower than needed score.


Next Steps

Once your Board takes action, applicants that have been awarded funding will be mailed a contract to sign. Those whose grant applications were not funded will be provided the opportunity to contact Program staff to discuss their grant application.

ALTERNATIVES: This report presents your Board with the Community Project Sponsorship Program Review Panel's funding recommendations. Your Board will make the final decision as to what grants are funded and in what amounts.

OTHER AGENCY INVOLVEMENT: County Administrative Officer and Auditor/Controller.

FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in FY 2018-2019, Advertising County Resources Budget (011400), in Annual New CPSP Grant Award (5511).

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

DEPARTMENT HEAD SIGNATURE:  Date: 2-26-19
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

2019 Community Project Sponsorship Program Grant Applications -- Competitive Grants
Summary Scores & Funding Recommendations

Project/Event Name	Requested Funding	Panelist A		Panelist B		Panelist C		Average Score	Average Recommended Funding	Final Recommended Funding
		Total Score	Recommended Funding	Total Score	Recommended Funding	Total Score	Recommended Funding			
Fifth Annual Owens Lake Bird Festival (Friends of the Inyo)	\$10,000.00	80	3,000	78	2,800	76	2,000	78.00	\$2,600.00	\$2,600.00
SIH Foundation Car Show (SIH Foundation)	\$3,500.00	70	1,000	74	2,000	80	2,000	74.67	\$1,667.00	\$1,667.00
Eastern Sierra Tri-County Fair Entertainment	\$10,000.00	73	2,000	79	3,000	75	2,500	75.67	\$2,500.00	\$2,500.00
Mule Days Promotional Video Marketing (Mule Days)	\$6,000.00	86	2,500	93	3,500	75	3,000	84.67	\$3,000.00	\$3,000.00
IMAH'S Benefit Bash (IMAH)	\$3,000.00	66	0	43	0	55	0	54.67	\$0.00	\$0.00
Music in the Courtyard (LP Chamber)	\$7,400.00	76	2,500	76	3,000	75	3,000	75.67	\$2,833.00	\$2,833.00
Easy Hiking Trails Brochure (Bishop Chamber)	\$1,660.00	83	900	76	1,000	70	1,000	76.34	\$966.67	\$1,117.00
Bishop Winter Hiking Brochure (Bishop Chamber)	\$1,400.00	83	900	68	0	65	0	72.00	\$300.00	\$0.00
Eastern Sierra Camping Handout (Bishop Chamber)	\$2,965.00	94	900	73	965	85	2,500	84.00	\$1,455.00	\$1,600.00
Inyo County Treasures Kiosk (Bishop Chamber)	\$1,660.00	72	400	37	0	55	0	54.67	\$0.00	\$0.00
FAM Tours (Bishop Chamber)	\$3,000.00	87	2,000	81	2,000	75	2,000	81.00	\$2,000.00	\$2,000.00
First Friday Markets (Eastern Sierra Artists -- Bishop Mural Society)	\$6,000.00	81	3,000	81	5,000	75	3,000	79.00	\$3,667.00	\$3,667.00
Mule Days Parade Entry (Bishop Volunteer Fire Department)	\$1,500.00	57	0	25	0	50	0	0	0	0

TOTAL REQUESTED**\$58,085.00****\$20,988.67 \$20,984.00****AVAILABLE: \$20,984**



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

18

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

FROM: Recycling & Waste Management and Emergency Services

FOR THE BOARD MEETING OF: March 12, 2019

SUBJECT: Consideration of waiver of fees for green waste.

DEPARTMENTAL RECOMMENDATION: Request your Board consider approval of a Resolution that waives solid waste disposal and gate fees for green waste Saturday, April 20 and Sunday April 21, 2019.

SUMMARY DISCUSSION: Wildfire is a serious threat to lives, property and natural resources in Inyo County. Wildfire risk is, and always will be, a natural part of the beautiful area that Inyo County residents have chosen to live in. In choosing to do so, many Inyo County residents live next to a natural area, the Wildland Urban Interface (WUI).

Inyo County's local Volunteer Fire Departments, Cal Fire and the USFS-BLM all make countless preparations and train frequently in order to be ready for all types of emergencies including wildfire in WUI areas. The County of Inyo-Office of Emergency Services would like to encourage Inyo County residents to likewise do their part to be prepared by providing firefighters with the defensible space they need to protect their homes.

Defensible space creates a sufficient buffer to slow or halt the spread of wildfire to a structure due to direct flames or radiant heat. The buffer that Inyo County residents can create by removing weeds, brush and other vegetation from their properties will help to keep the fire away from their homes and will reduce the risk of flying embers.

To help encourage Inyo County residents to become more proactive in vegetation management around their homes and private properties, the County of Inyo-Office of Emergency Services is requesting your Board consider the approval of a request to waive "green waste" disposal gate fees at all of the landfills throughout Inyo County on the weekend of April 20th and 21st, 2019.

The 2019 Earth Day Celebration activities are planned throughout Inyo County over the same weekend of April 20th and 21st. Waiving the "green waste" disposal gate fees during the observance of Earth Day would be an appropriate time to exemplify Inyo County's dedication to protecting, preserving, appreciating and respecting the beautiful area we choose to live in.

The attached resolution waives the fees as requested.

If your Board approves waiving the fees, it is unknown how much green waste will be received at the landfills. Since waste management operations are funded through an enterprise fund it will be necessary to track the amount of green waste received over the weekend. Once the amount has been determined a request will be made to consider reimbursement of the Enterprise Fund by the General Fund.

ALTERNATIVES: Your Board could choose to not waive these fees.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: Costs will be tracked in order to consider reimbursement to the Solid Waste Enterprise Fund via the General Fund

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



Date: 2/26/19

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, WAIVING SOLID WASTE DISPOSAL AND GATE FEES FOR GREEN WASTE DURING EARTH DAY WEEKEND

WHEREAS, Wildfire is a serious threat to lives, property and natural resources in Inyo County; and

WHEREAS, maintaining a defensible space around structures is one of the most effective means to slow or halt the spread of wildfire; and

WHEREAS, to help encourage Inyo County residents to become more proactive in vegetation management around their homes and private properties the County of Inyo-Office of Emergency Services has requested to waive green waste disposal gate fees at all landfills on April 20 and 21st, 2019 in conjunction with Earth Day celebration activities.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors, pursuant to Section 7.10.080 of the Inyo County Code, hereby waives gate and waste disposal fees for green waste at all County landfills on April 20 and 21st, 2019.

PASSED AND ADOPTED on this 12th day of March 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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

19

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: March 12, 2019

SUBJECT: Approval and ratification of the Agreement between the County of Inyo and Plumas County for hosting the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) Trust Fund for the Local Governmental Association Consortium

DEPARTMENTAL RECOMMENDATION:

Request that your Board approve and ratify the Agreement between the County of Inyo and Plumas County for the period of July 1, 2018 through June 30, 2019 for hosting the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) Local Government Agency (LGA) Consortium and authorize the Board Chairperson and Inyo County Health and Human Services Director to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board approved this agreement and authorized the HHS Director to sign on December 4, 2018. The Department has since been notified that the signature of the Board Chair is also required and was inadvertently not recognized by the Department as being required.

Plumas County acts as the host county for the LGA Consortium for the purpose of collecting and disbursing funds for the MAA/TCM trust fund. The State Department of Health Services (DHS) coordinates with the Host County (Plumas) to coordinate administration of the MAA/TCM programs for the LGA. This allows DHS to coordinate with just one county, instead of all of the counties that participate in MAA and TCM, relieving administrative costs for all involved.

ALTERNATIVES:

Your Board could choose not to approve the agreement between the County of Inyo and Plumas County which will result in Inyo County losing access to consulting and legal services that the Consortium provides.

OTHER AGENCY INVOLVEMENT:

County of Plumas, California State Department of Health Services

FINANCING:

There is no current funding request at this time. We do pay participation fees that have been estimated to be \$1,500.00.

APPROVALS

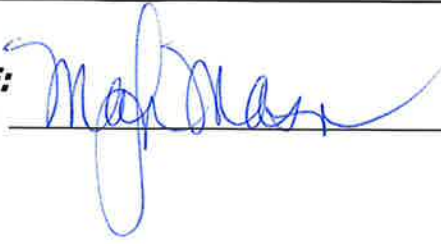
COUNTY COUNSEL:

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

Approved:  Date: 02/14/2019

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 2/20/19

AGREEMENT
Between the
COUNTY OF PLUMAS
and
INYO COUNTY

THIS AGREEMENT is made and entered into by and between INYO COUNTY, a political subdivision of the State of California, hereinafter referred to as "LOCAL GOVERNMENTAL AGENCY (LGA)" and the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "HOST ENTITY."

WITNESSETH:

- A. **WHEREAS**, LGA desires to promote access to health services to local residents, through the provision of County-Based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM), by contracting with HOST ENTITY; and
- B. **WHEREAS**, LGA is prepared to promote access to health services to local residents under the terms and conditions set forth in this AGREEMENT and Exhibit A, Scope of Work - Agreement Concerning County-Based Medi-Cal Administrative Activities / Targeted Case Management, attached hereto and incorporated herein by reference; and
- C. **WHEREAS**, HOST ENTITY was selected by CMAA/TCM LGA Consortium ("Consortium") to collect and disburse LGA participation fees; and
- D. **WHEREAS**, the Plumas County Board of Supervisors has authorized entering into this Agreement as HOST ENTITY; and
- E. **WHEREAS**, the authorizing entity of LGA has authorized entering into this AGREEMENT;

NOW, THEREFORE, for in and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. HOST ENTITY, Responsibilities:

- 1.1. HOST ENTITY shall perform host entity duties for CMAA and/or TCM listed in attached Exhibits A and B for CMAA and/or TCM program(s).
- 1.2. HOST ENTITY is the "Host Entity" solely for the purpose of collecting and disbursing funds for the Consortium trust fund ("Trust Fund"), as described in the Consortium bylaws and terms of this AGREEMENT.
- 1.3. HOST ENTITY shall comply with all applicable laws and regulations governing the Trust Fund and public funds, generally, in the collection and disbursement of funds for and from the Trust Fund pursuant to the terms of this AGREEMENT.

1.4. HOST ENTITY will receive a total annual compensation in the amount of Seventy-One Thousand, Five Hundred dollars (\$71,500) for the performance of its HOST ENTITY services under Sections 1.1 thru 1.3 of this contract, paid from the Trust Fund.

2. LGA Responsibilities:

2.1. LGA shall perform the LGA duties listed in the attached Exhibits A and B for CMAA and/or TCM program(s).

3. Disclaimers:

3.1. LGA is solely and exclusively responsible for the processing of its CMAA/TCM claims for reimbursement, including, but not necessarily limited to, compliance with all applicable federal and state laws and California Department of Health Care Services (DHCS) guidelines and procedures.

3.2. LGA is solely and exclusively responsible for the payment of its costs under the terms of this AGREEMENT as well as any and all of its costs related to its participation in the CMAA and/or TCM program(s).

3.3. LGA is solely and exclusively responsible for all audit exceptions arising from its participation in the CMAA and/or TCM program(s).

4. Insurance and Indemnification:

4.1. Insurance:

Each of the parties agrees to maintain liability coverage for its negligent or intentionally wrongful acts and/or omissions arising from the performance of its duties under this Agreement.

4.2. Indemnification:

To the fullest extent permitted by law, the parties shall indemnify, defend, and hold each other, their officers, agents and employees harmless from any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising from each parties' respective performance of this Agreement, but only to the extent such liabilities are caused by or result from the negligent or intentionally wrongful act or omission of the indemnifying party, its officers, agents or employees.

5. Termination:

5.1. LGA may give written notice of its intent to terminate this AGREEMENT, and accordingly, relinquish its membership and rights to participate in the Consortium, at any time.

5.2. The effective date of termination shall be concurrent with the payment of the LGA's final claim for reimbursement.

5.3. Participation fees shall be calculated and payable to the Host Entity for any and all claims reimbursements received by the LGA after LGA's notice of intent to terminate. LGAs failing to pay participation fees arising from reimbursements received after the termination date shall be in breach of this AGREEMENT.

6. Term:

This AGREEMENT shall be effective upon execution and for the period July 1, 2018 through June 30, 2019 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

The parties agree to comply with the terms and conditions of the exhibits below, which are an integral part of this agreement and are deemed incorporated by reference herein.

Exhibits

Exhibit A - Scope of Work - Agreement Concerning County-Based Medi-Cal
Administrative Activities / Targeted Case Management
Exhibit B - Payment and Fee Structure

[SIGNATURES TO FOLLOW ON NEXT PAGE]

“HOST ENTITY”

Duly Authorized

COUNTY OF PLUMAS

By _____

Andrew Woodruff, Director
Public Health Agency
270 County Hospital Road, Suite 206
Quincy, California 95971

“LGA”

Duly Authorized

INYO COUNTY

By _____

Rick Pucci
Inyo County Board of Supervisors Chairperson

By  _____

Marilyn Mann
Director of Health & Human Services

Inyo County Health & Human Services

DEFINITIONS

1. Local Government Agency (LGA) – A local public health office or county agency in a county or chartered city that oversees the County Based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) programs.
2. CMAA/TCM LGA Consortium (“Consortium”) – A collaboration of LGA CMAA/TCM coordinators and/or designees who meet regularly and pursue the proper and efficient administration of the CMAA and TCM Programs.
3. Participation Fee (“Participation Fee”) – Payment to the Consortium for the consortium’s CMAA/TCM administrative costs and the program costs of the California Department of Health Care Services (DHCS).
4. Executive Committee (EC) – A team of elected LGA coordinator members of the Consortium who meet regularly and are responsible for the executive management of the Consortium. Duties include, but are not limited to, the review of fiscal revenue and expenditure reports; the approval of the annual budget; and the approval of payments by the Consortium.
5. Consortium Trust Fund (“Trust Fund”) – Fund established and maintained by the HOST ENTITY, for the benefit of the respective LGA members of the Consortium, to hold and account for Participation Fees paid by the members to cover the administrative costs of the Consortium and the costs of DHCS.
6. Membership – All California county and/or chartered city CMAA/TCM coordinators or designees are eligible to join the Consortium and serve as their LGA representative. Membership is contingent on the annual payment of Participation Fees.
7. HOST ENTITY - The LGA designated by all LGAs participating in the CMAA/TCM programs, to be the administrative and fiscal intermediary between DHCS and all participating LGAs.
8. Termination – To discontinue or cancel an active membership, contract or agreement. Acceptable notice of intent to terminate an active membership must have an effective date that is concurrent with any final CMAA and/or TCM payments. All fees are due and payable during this time.

EXHIBIT A: Scope of Work**AGREEMENT CONCERNING COUNTY-BASED MEDICAL ADMINISTRATIVE ACTIVITIES/TARGETED CASE MANAGEMENT**

HOST ENTITY shall:

1. Prepare and transmit Host Entity/Local Government (LGA) AGREEMENT and Participation Fee ("Participation Fee") invoice to the LGA in the amount identified pursuant to Exhibit B, due and payable no later than October 31st of each fiscal year.
2. Maintain an interest-bearing trust fund solely for the accounting for County Based Administrative Activities (CMAA)/Targeted Case Management (TCM) LGA Consortium ("Consortium") participation fees as required by the Consortium bylaws.
3. Enter into a separate agreement with the California Department of Health Care Services (DHCS) to coordinate administration of the CMAA/TCM programs on behalf of the LGAs.
4. Pay the DHCS CMAA/TCM administrative costs pursuant to the agreement between DHCS and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within sixty (60) days of receipt of invoice with documented costs from DHCS.
5. Pay the LGA consultant(s) costs pursuant to the contract(s) between LGA consultant(s) and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within twenty-one (21) days of Executive Committee approval of invoices submitted by the LGA consultant(s).
6. Manage and oversee all contracts on behalf of the Consortium.
7. Provide to Executive Committee of the Consortium, for review, quarterly revenue and expenditure reports.
8. Provide to Executive Committee of the Consortium, for approval, an annual budget.
9. Pay all expenses incurred by HOST ENTITY, including costs related to coordinating the Annual Medical Administrative Activities (MAA) Conference hosted by the Consortium.
10. Carry out other duties and responsibilities as defined and delineated in the Consortium by-laws.

LGA shall:

1. Pay Participation Fee to HOST ENTITY by October 31st of each fiscal year or immediately upon receipt of invoice, whichever is later.

2. Have sole and exclusive responsibility for the processing of all CMAA\TCM claims for reimbursement of the LGA as well as any audit exceptions arising from those claims for reimbursement.
3. Carry out the duties and responsibilities of membership as defined and delineated in the Consortium by-laws.

EXHIBIT B: Payment and Fee Structure

1. **Initial Membership Fee:** The LGA shall pay \$500 to join or reinstate membership into the County Based Medi-Cal Administrative Activities (CMAA)/Targeted Case Management (TCM) Consortium (“Consortium”). This initial membership fee will only cover Consortium expenses. Any LGA requesting reinstatement that left the Consortium in bad standing will be required to pay the balance of its outstanding participation fees plus interest plus penalties as determined by the Consortium Executive Committee (EC).
2. **Annual Participation Fee :**
 - a. Each LGA shall be assessed an annual participation fee (Fee) consisting of the following as they apply to the LGA:
 - i. Percentage rates applied, as applicable, to the total payments received by the LGA, in the prior fiscal year, from the California Department of Health Care Services (DHCS), from each of the programs in which the LGA participated:
 1. CMAA, and/or
 2. TCM
 - ii. The percentage rates applied to the total payments received by LGAs in each program shall be calculated in such a manner as to ensure that the total participation fees from all programs are equal to approved Consortium budget for the fiscal year.
 - b. The annual participation fees shall be calculated by September 30th of the fiscal year. The total fees payable by LGA shall not exceed \$ 1,500 dollars



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

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

FROM: Clint G. Quilter, Clerk of the Board, County Administrator
BY: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: March 12, 2019

SUBJECT: Approval of Board of Supervisors meeting minutes

DEPARTMENTAL RECOMMENDATION: Request Board approve the minutes of the regular Board of Supervisors meetings of February 19, 2019 and February 26, 2019.

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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

Date: 03-01-19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
21

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

FROM: Inyo County Planning Commission

FOR THE BOARD MEETING OF: March 12, 2019

SUBJECT: Zone Reclassification (ZR) 2018-11/Pine Creek Ranches and General Plan Amendment (GPA) 2018-05/Pine Creek Ranches

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors:

- A. Receive a presentation from staff on Zone Reclassification (ZR) 2018-11 and General Plan Amendment (GPA) 2018-05/ Pine Creek Ranches;
- B. Conduct a public hearing, for the 12.7-acre parcel as depicted on TPM 420, located north of the community of Rovana, along Pine Creek Road (APN 009-120-25), on the following actions:
 - General Plan Amendment No. 2018-05/Pine Creek Ranches changing the General Plan designation from Rural Protection (RP) to Residential Ranch (RR) to best match the requested zoning and current and future planned uses on the property; and,
 - A proposed ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2018-11/Pine Creek Ranches and amending the Zoning Map of the County of Inyo by Rezoning a 12.7-acre Parcel located north of the community of Rovana, along Pine Creek Road (APN 009-120-25) from Open Space with a Forty-Acre Minimum (OS-40) to Rural Residential with a 10-acre minimum (RR-10) to best match the current and planned future uses on the property and Enact said Ordinance (Attachment 1).
- C. Certify that the provisions of the California Environmental Quality Act have been met.

SUMMARY DISCUSSION:

Pine Creek Ranches LLC, has applied for a subdivision of an approximate 121-acre lot into 2-parcels one consisting of 12.7-acres (Parcel 1) and the other (remainder, Parcel 2) approximately 108-acres. This subdivision request also requires a Zone Reclassification and General Plan Amendment to meet minimum lot size and density requirements. The applicant is requesting Rural Residential with a 10-acre minimum (RR-10) and a General Plan designation of Residential Ranch (RR) with a one-dwelling unit per ten-acres density requirement. The parcel is located north of Rovana, along Pine Creek Road with APN 009-120-25. It is currently zoned Open Space with a 40-acre minimum (OS-40) and has the General Plan designation of Rural Protection (RP) (Attachment – site, vicinity and proposed ZR and GPA maps). The zone reclassification to RR-10 and General Plan Amendment to RR fit the current uses on the parcel and the applicant has indicated that no development is proposed at this time or planned for the future.

The subdivision TPM 420 requires a Zone Reclassification (ZR), as it will cause the 12.7 acre (Parcel 1) to be non-conforming with regard to the OS-40 development standards. It also requires a General Plan Amendment (GPA) for consistency with the ZR, and the density requirements as set forth by the General Plan. Tentative Parcel Map No. 420 was approved by the Planning Commission creating Parcel 1 on January 23, 2019. The ZR and GPA are conditions of approval for the Final Map No. 420.

The applicant applied for TPM 420 to satisfy an agreement with the current lessees (Timothy and Christine Scott) to purchase the land proposed for subdivision. This lease has been in effect since 1996 (there was a former lease and purchase agreement with the previous property owners, as well) and includes a provision for the sale of the 12.7-acres. The Scotts placed a 1,716-square-foot manufactured home on the property in 1993 and have no plans to further develop the property. This request by the current property owner Pine Creek Ranches and the Scott's is to consummate the 22-year agreement to sell the 12.7-acres to the Scotts. A sale of the land without a subdivision would result in a deeded parcel of land; however, it would not be considered a legal lot without the benefit of this subdivision as set forth by the California Subdivision Map Act.

Land Use Analysis: The property is surrounded by vacant, open space and agriculture lands, to the north, east and west, most of it managed by the Bureau of Land Management. Directly to the south is the community of Rovana, a medium density residential development. The ZR and GPA will not alter the existing land use and there are no development proposals for it at this time or planned for the future. The ZR and GPA will also not alter the character of the property or the surrounding area as the RR zoning requirements regarding use and design are similar to the Open Space, but with less intensive agriculture uses allowed.

General Plan: The proposed zone reclassification necessitates a change to the General Plan land use designation of RP. The applicant is requesting a General Plan designation of RR. The current designation of RP has a 40-acre per single-family home density requirement. Changing the General Plan designation to RR will result in a 10-acre per dwelling unit density requirement that corresponds with 10-acre lot size requirement of the proposed RR zone. The RR designation is to be used in rural areas where the open characteristics of an area are to be maintained and where services are minimal. The designation can also be used for areas located on the fringes of communities that are to be held as urban reserve areas for future long-term expansion of the community. Individual water wells and individual sewage disposal systems are allowed. There is currently a single-family home on proposed Parcel 1 and a single-family home on remainder Parcel 2. Parcel 1 will have a density requirement of 1 single-family home per 10-acres and Parcel 2 will maintain a density requirement of 1 single-family home per 40-acres. This change will allow for potentially 3 single-family homes total and does not increase the overall allowed density as the current designation also potentially allows for 3 single-family homes, one per each possible 40-acre parcel.

Zoning: The proposed zone reclassification to RR-10 will result in a decrease to the minimum lot size requirement that is currently 40-acres. The current uses on the property conform to the proposed RR zoning district and it allows for one single family home, also per State Accessory Dwelling Unit regulations an accessory dwelling unit can also be constructed without discretionary approval. Creating a parcel that is not 40-acres in the OS-40 zone is not allowed and so necessitates the zone reclassification of the area proposed to be Parcel 1 to a designation with a lower required minimum lot size. The change in designation will not provide for additional future subdivisions as the parcel size will not be large enough to divide into additional 10-acre parcels without a subsequent zone reclassification and no additional single-family homes are allowed. The parent parcel is 121-acres. The existing 40-acre minimum would allow for it to be divided into 3 parcels total, slightly over 40-acres each. Allowing for the 12.7-acre parcel subdivision does not change the overall number of parcels that can be created from the parent parcel. The remaining 108-acre parcel will maintain the 40-acre minimum and can potentially only be divided into 2 additional parcels about 54-acres each. Additionally, since the resulting parcel is already developed with a single-family home and the subdivision will not create a situation where more single-family homes would be allowed, the smaller parcel size is appropriate. It is also in the public interest to have zoning designations match the uses

on a parcel, and even more so to have zoning that matches an applicant's future plans for a parcel. This proposed change produces consistency between use and designation.

TRIBAL CONSULTATION

General Plan amendments require that jurisdictions offer consultation opportunities to local Tribes. Pursuant to Government Code Section 65352.3, Tribes have 90-days, after receiving invitations to consult on GPAs to request consultation opportunities. Staff mailed consultation invitations on November 30, 2018 to the: Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Fort Independence Indian Community of Paiutes, Kern Valley Indian Council, Lone Pine Paiute-Shoshone Tribe, Timbisha Shoshone Tribe, Twenty-Nine Palms Band of Mission Indians, and the Walker River Reservation - no requests for consultation were received by staff.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by the General Rule 15061(b) (3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This application for a ZR and GPA is for a property that is already developed and includes no additional development proposals; the land use designations that are proposed will result in no change to the impact of uses than are possible with the current designations; and, Pursuant to the California Environmental Quality Act (CEQA), potential, subsequent, development to this proposal falls into the Categorical Exemption Class 3 New Construction or Conversion of Small Structures (15303)(a) One single-family residence, or a second dwelling unit in a residential zone. . . . may be constructed or converted under this exemption.

NOTICING & REVIEW

The application for TPM 420/Pine Creek Ranches; ZR 2018-011/Pine Creek Ranches; GPA 2018-05/Pine Creek Ranches has been reviewed by the appropriate County departments with no comments indicating there are any issues with the requests. Both proposed Parcel 1 and Parcel 2 have service and utility infrastructure in place.

The project was noticed in the Inyo Register on February 28, 2019 and mailed to property owners within 300-feet of the project location. No comments have been received by staff to date.

The Planning Commission held a Public Hearing on January 23, 2019, took public comment, and voted to approve Tentative Parcel Map No. 420/Pine Creek Ranches with certain Findings and Conditions of Approval; and recommended that the Board approve Zone Reclassification No. 2018-11/Pine Creek Ranches and General Plan Amendment No. 2018-05/Pine Creek Ranches and Certify that they exempt from CEQA with a vote of 4-0 (one member was absent).


ALTERNATIVES:

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

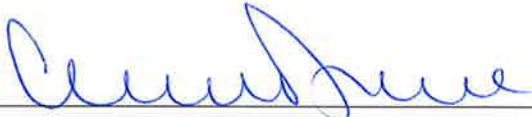
OTHER AGENCY INVOLVEMENT:

None.

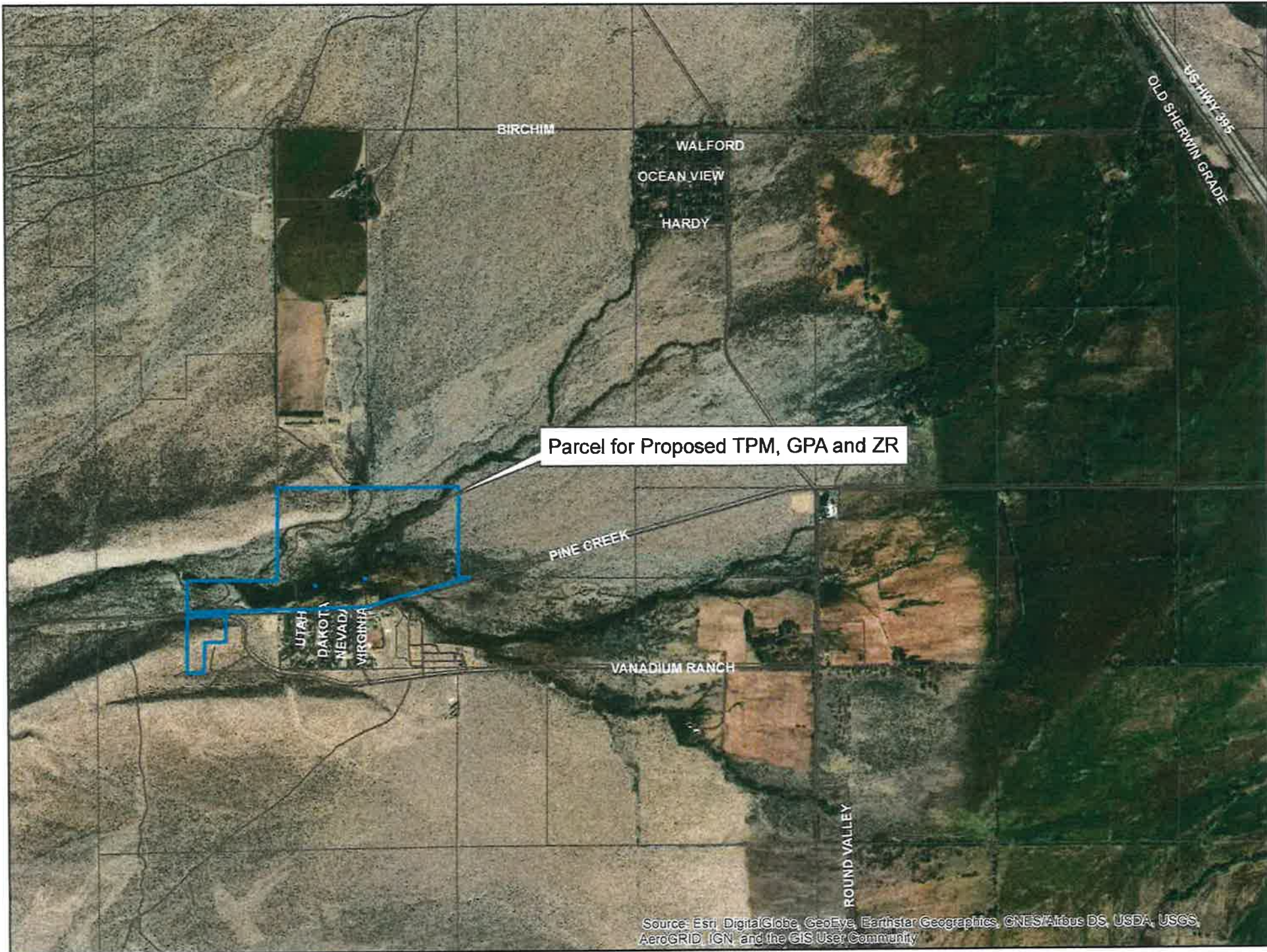
FINANCING: The applicant provided fees to cover the costs of these actions.

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

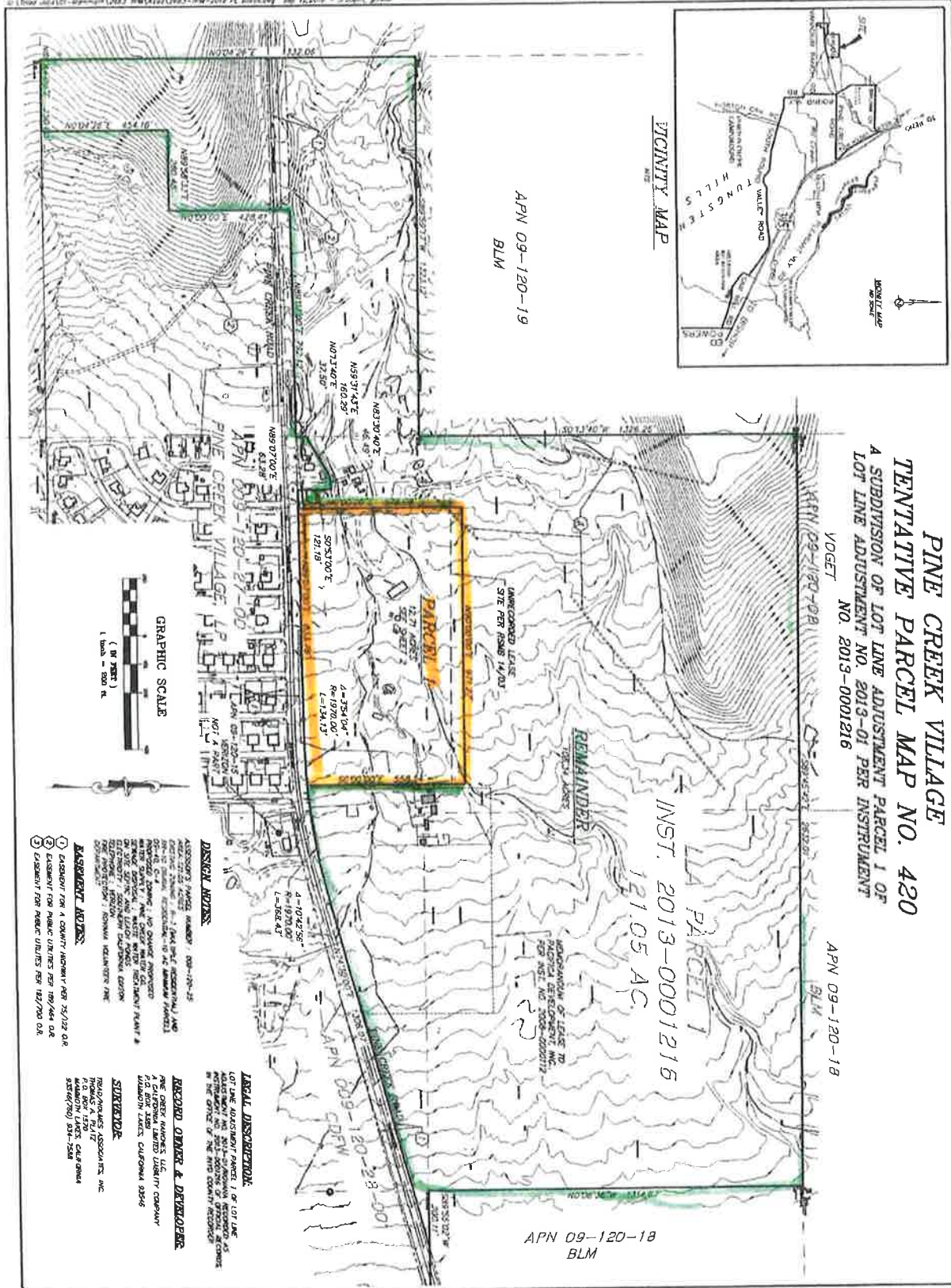
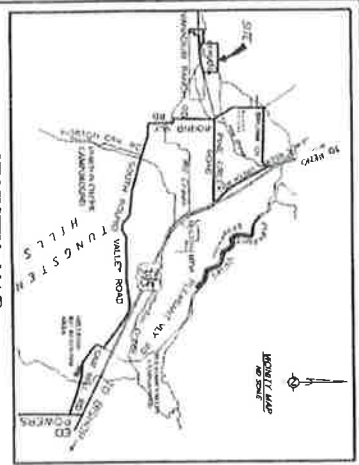
DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

 _____ Date: 2/21/19

- Attachments:
- 1.) Proposed Ordinance
 - 2.) January 23, 2019 Planning Commission Staff Report.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



PINE CREEK VILLAGE
TENTATIVE PARCEL MAP NO. 420
A SUBDIVISION OF LOT LINE ADJUSTMENT PARCEL 1 OF
LOT LINE ADJUSTMENT NO. 2013-01 PER INSTRUMENT
NO. 2013-0001216

DISCLAIMERS

ASSUMED FACTS NUMBER: 009-101-25
THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND THE INFORMATION PROVIDED BY THE CLIENT TO BE TRUE AND CORRECT. THE ENGINEER HAS NOT CONDUCTED ANY OTHER INVESTIGATION AND HAS NOT BEEN ADVISED OF ANY OTHER INFORMATION THAT MAY AFFECT THE ACCURACY OF THE INFORMATION PROVIDED. THE ENGINEER HAS NOT CONDUCTED ANY OTHER INVESTIGATION AND HAS NOT BEEN ADVISED OF ANY OTHER INFORMATION THAT MAY AFFECT THE ACCURACY OF THE INFORMATION PROVIDED.

ASSUMPTIONS

1. DESIGN FOR A COUNTY AGENCY PER 25/122 04
2. DESIGN FOR PUBLIC UTILITIES PER 189/044 04
3. DESIGN FOR PUBLIC UTILITIES PER 182/700 04

LEGAL DISCRETION:
LOT LINE ADJUSTMENT PARCEL 1 OF LOT LINE ADJUSTMENT NO. 2013-01 PER INSTRUMENT NO. 2013-0001216 IS A LEGAL ADJUSTMENT OF THE BOUNDARIES OF THE LAND DESCRIBED IN THE OFFICE OF THE INYO COUNTY RECORDER.

RECORD OWNER & DEVELOPER:
PINE CREEK RANCHES, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY
112 BON AVENUE
ROVANA, CALIFORNIA 95966

SURVEYOR:
TRIAD HOMES ASSOCIATES, INC.
112 BON AVENUE
ROVANA, CALIFORNIA 95966
(916) 467-7500 FAX: 916-467-7544

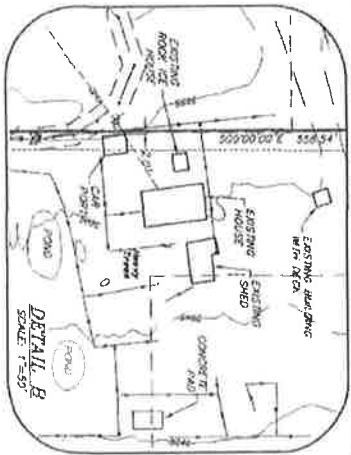
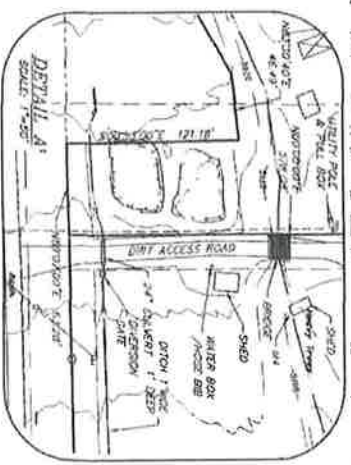
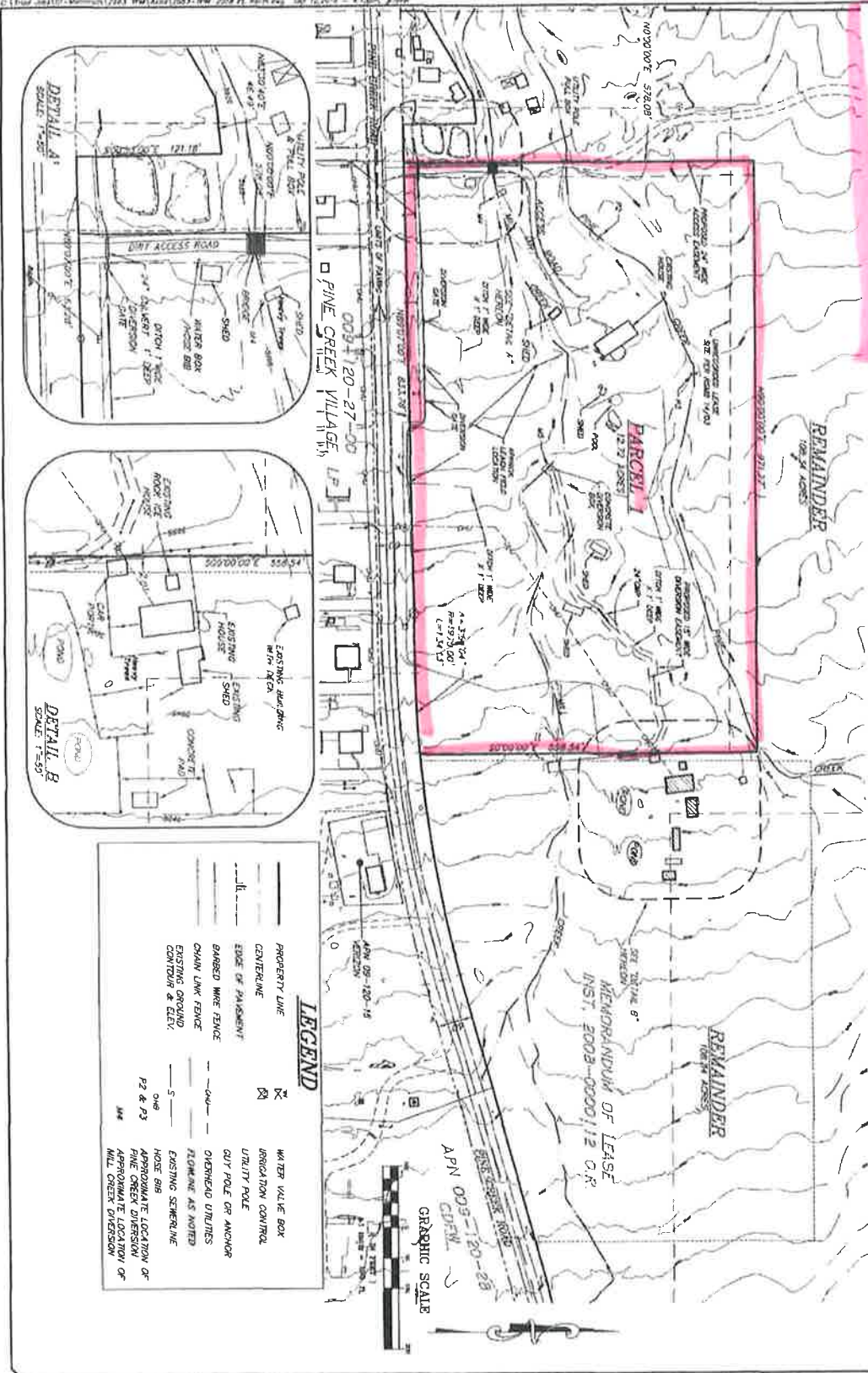
TENTATIVE PARCEL MAP NO. 420
ROVANA, INYO COUNTY, CALIFORNIA
PINE CREEK VILLAGE
PREPARED FOR: PINE CREEK RANCHES, LLC.

Triad
homes
assoc

1
2

Parcel 1: General Plan RP to RR
 Parcel 2 Remainder: stays RP
 Parcel 1: Zone Reclassification OS to RR
 Parcel 2 Remainder: stays OS

PINE CREEK VILLAGE
TENTATIVE PARCEL MAP NO. 420
 A SUBDIVISION OF LOT LINE ADJUSTMENT PARCEL 1 OF
 LOT LINE ADJUSTMENT NO. 2013-01 PER INSTRUMENT
 NO. 2013-0001216



LEGEND

—	PROPERTY LINE	⊗	WATER VALVE BOX
—	CENTERLINE	⊗	IRRIGATION CONTROL
—	EDGE OF PAVEMENT	—	UTILITY POLE
—	BARBED WIRE FENCE	—	CUTY POLE OR ANCHOR
—	CHAIN LINK FENCE	—	DIRECTIONAL UTILITIES
—	EXISTING GRADING	—	FLOWING AS NOTED
—	CONTOUR & ELEV.	—	EXISTING SEWERLINE
—		—	HOSE BIB
—		—	APPROXIMATE LOCATION OF PINE CREEK DIVERSION
—		—	APPROXIMATE LOCATION OF MILL CREEK DIVERSION

triod holmes ASSOC

9-12-18
 206 J. TRL-2018
 AS SUDOWN
 JSD
 01-2863

2

TENTATIVE PARCEL MAP NO. 420
 ROVANA, INYO COUNTY, CALIFORNIA
PINE CREEK VILLAGE
 PREPARED FOR: PINE CREEK RANCHES, LLC

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING ZONE RECLASSIFICATION NO. 2018-11/PINE CREEK RANCHES AND AMENDING THE ZONING MAP OF THE COUNTY OF INYO BY REZONING A 12.7-ACRE PARCEL LOCATED NORTH OF THE COMMUNITY OF ROVANA, ALONG PINE CREEK ROAD (APN 009-120-25) FROM OPEN SPACE WITH A 40-ACRE MINIMUM (OS-40) TO RURAL RESIDENTIAL WITH A 10-ACRE MINIMUM (RR-10)

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

SECTION I: AUTHORITY

This Ordinance is enacted pursuant to the police power of the Board of Supervisors and Sections 18.81.310 and 18.81.350 of the Inyo County Code, which establishes the procedure for the Board of Supervisors to enact changes to the Zoning Ordinance of the County as set forth in Title 18 of said code. The Board of Supervisors is authorized to adopt zoning ordinances by Government Code Section 65850 et seq.

SECTION II: FINDINGS

Upon consideration of the material submitted, the recommendation of the Inyo County Planning Commission, and statements made at the public hearings held on this matter, this Board finds as follows:

- (1) In accordance with Inyo County Code Section 18.81.320, Pine Creek Ranches, LLC applied to the Inyo County Planning Commission to have the zoning map of the County of Inyo amended from Open Space with a 40-acre minimum (OS-40) to Rural Residential with a 10-acre minimum (RR-10) as described in Section III of this Ordinance.
- (2) On January 23, 2019, the Inyo County Planning Commission conducted a public hearing on Zone Reclassification No. 2018-11/Pine Creek Ranches, following which, the Commission made various findings and recommended that this Board amend Title 18, to rezone the property described in Section III of this Ordinance to Rural Residential with a 10-acre minimum (RR-10).
- (3) The findings of the Planning Commission are supported by the law and facts and are adopted by this Board.
- (4) Pine Creek Ranches LLC applied to the Inyo County Planning Commission to have the Inyo County General Plan Land Use Map amended from of Rural Protection (RP) to Residential Ranch (RR) to best match the requested zoning and current uses on the property.

- (5) The proposed Zone Reclassification is consistent with the goals, policies, and implementation measures in the Inyo County General Plan, including the proposed General Plan Amendment.
- (6) The proposed actions will act to further the orderly growth and development of the County by rezoning the property to Rural Residential with a 10-acre minimum (RR-10) as it best matches the current and planned future uses on the property.

SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED

The Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning on a 12.7-acre site as created by TPM 420 located north of the community of Rovana, along Pine Creek Road, CA (APN 009-120-25) is changed from Open Space with a 40-acre minimum (OS-40) to Rural Residential with a 10-acre minimum (RR-10).

SECTION IV: EFFECTIVE DATE

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

PASSED AND ADOPTED THIS 12TH DAY OF MARCH, 2019.

AYES:

NOES:

ABSTAIN:

ABSENT:

Rick Pucci, Chairperson
Inyo County Board of Supervisors

ATTEST:
Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis, Assistant



**Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526**

Phone: (760) 878-0263

FAX: (760) 872-2712

E-Mail: inyoplanning@inyocounty.us

AGENDA ITEM NO.: 11 (Action Item and Public Hearing)

**PLANNING COMMISSION
MEETING DATE:**

January 23, 2019

SUBJECT:

TPM 420/Pine Creek Ranches; ZR 2018-011/Pine
Creek Ranches; GPA 2018-05/Pine Creek Ranches

EXECUTIVE SUMMARY

The applicant, Pine Creek Ranches LLC, is requesting a subdivision of an approximate 121-acre lot into 2-parcels one consisting of 12.9-acres and the other (remainder) approximately 108-acres. This subdivision request also requires a Zone Reclassification and General Plan Amendment to meet the minimum lot size and density requirements. The applicant is requesting Rural Residential with a 10-acre minimum (RR-10) and a General Plan designation of Residential Ranch (RR) with a one-dwelling unit per ten-acre density requirement. The parcel is located north of Rovana, along Pine Creek Road. It is currently zoned Open Space with a 40-acre minimum (OS-40); has the General Plan designation of Rural Protection (RP); and, Assessor Parcel Number (APN) 009-120-25 (Attachment – site, vicinity and proposed ZR and GPA maps). The zone reclassification to RR-10 and General Plan Amendment to RR fit the current uses on the parcel and the applicant has indicated that no development is proposed at this time or planned for the future.

PROJECT INFORMATION

Supervisory District: 1

Applicants: Pine Creek Ranches

Landowners: Pine Creek Ranches

Community: Rovana, CA

A.P.N.: 009-120-25

Existing General Plan: Rural Protection (RP)

Existing Zoning: Open Space with a 40-acre minimum (OS-40.0)

Surrounding Land Use:

Location	Use	General Designation	Plan	Zone
Site	Two single-family homes/Vacant	Open Space and Recreation (OSR)		Open Space, 40-acre minimum (OS-40)
North	Vacant	State and Federal Lands (SFL)		Open Space, 40-acre minimum (OS-40)
East	Vacant	Natural Resources (NR)		Open Space, 40-acre minimum (OS-40)
South	Multi-family housing and/Vacant	Residential Medium Density (RM) and Open Space and Recreation (OSR)		Multiple Residential (R-3) and Open Space, 40-acre minimum (OS-40)
West	Vacant	State and Federal Lands (SFL)		Open Space, 40-acre minimum (OS-40)

Recommended Action:

- 1.) Make certain findings with respect to and approve TPM 420/Pine Creek Ranches and certify it is exempt from CEQA.
- 2.) Make certain findings with respect to and recommend the Board of Supervisors approve ZR 2018-11/ Pine Creek Ranches, and certify it is exempt from CEQA.
- 3.) Make certain findings with respect to and recommend the Board of Supervisors approve GPA 2018-05/ Pine Creek Ranches, and certify it is exempt from CEQA.

Alternatives:

- 1.) Specify modifications to the proposal and/or the Conditions of Approval.
- 2.) Make specific findings and deny the application.
- 3.) Continue the public hearing to a future date, and provide specific direction to staff regarding additional information and analysis needed.

Project Planner: Cathreen Richards

BACKGROUND

The applicant has applied for TPM 420 to satisfy an agreement with the current lessees (Timothy and Christine Scott) to purchase the land proposed for subdivision. This lease has been in effect since 1996 (there was a former lease and purchase agreement with the previous property owners, as well) and includes a provision for the sale of the 12.9-acres. The Scott's placed a 1,716-square-foot manufactured home on the property in 1993 and have no plans to further develop the property. This request by the current property owner Pine Creek Ranches

and the Scott's is to consummate the 22-year agreement to sell the 12.9-acres to the Scotts. A sale of the land without a subdivision would result in a deeded parcel of land; however, it would not be considered a legal lot without the benefit of this subdivision as set forth by the California Subdivision Map Act.

The parcel proposed for subdivision is zoned OS-40, which prohibits subdivisions of less than 40-acres, which has caused the applicant to request a zone reclassification of the 12.9-acres to Rural Residential with a 10-acre minimum, resulting in a lower minimum lot size requirement. This will allow for the legal subdivision of the 12.9-acre, Parcel 1, and will effectively prohibit the parcel from being subdivided again without another, separate, zone change request. The remainder 108-acres, Parcel 2, will continue to be zoned OS-40. A General Plan Amendment is also required as the current designation of RP has a density requirement of 1 single-family home per 40-acres.

STAFF ANALYSIS

Land Use Analysis: The property is surrounded by vacant, open space and agriculture lands, to the north, east and west, most of it managed by the Bureau of Land Management. Directly to the south is the community of Rovana, a medium density residential development. The TPM, ZR and GPA will not alter the existing land use and there are no development proposals for it at this time or planned for the future. The TPM, ZR and GPA will also not alter the character of the property or the surrounding area as the RR zoning requirements regarding use and design are similar to the Open Space, but with less intensive agriculture uses allowed.

General Plan: The proposed subdivision and zone reclassification necessitate a change to the General Plan land use designation of RP. The applicant is requesting a General Plan designation of RR. The current designation of RP has a 40-acre per single-family home density requirement. Changing the General Plan designation to RR will result in a 10-acre per dwelling unit density requirement that corresponds with 10-acre lot size requirement of the proposed RR zone. The RR designation is to be used in rural areas where the open characteristics of an area are to be maintained and where services are minimal. The designation can also be used for areas located on the fringes of communities that are to be held as urban reserve areas for future long-term expansion of the community. Individual water wells and individual sewage disposal systems are allowed. There is currently a single-family home on proposed Parcel 1 and a single-family home on Parcel 2. Parcel 1 will have a density requirement of 1 single-family home per 10-acres and Parcel 2 will maintain a density requirement of 1 single-family home per 40-acres. This change will allow for 3 single-family homes total and does not increase the overall allowed density as the current designation also allows for 3 potential single-family homes, one per each possible 40-acre parcel.

Zoning: The proposed zone reclassification to RR-10 will result in a decrease to the minimum lot size requirement that is currently 40-acres. The current uses on the property conform to the proposed RR zoning district and it allows for one single family home, also per State Accessory Dwelling Unit regulations an accessory dwelling unit can also be constructed without discretionary approval. Creating a parcel that is not 40-acres in the OS-40 zone is not allowed and so necessitates the zone reclassification of the area proposed to be Parcel 1 to a designation with a lower required minimum lot size. The change in designation will not provide for

additional future subdivisions as the parcel size will not be large enough to divide into additional 10-acre parcels without a subsequent zone reclassification and no additional single-family homes are allowed. The parent parcel is 121-acres. The existing 40-acre minimum would allow for it to be divided into 3 parcels total, slightly over 40-acres each. Allowing for the 12.9-acre parcel subdivision does not change the overall number of parcels that can be created from the parent parcel. The remaining 108-acre parcel will maintain the 40-acre minimum and can potentially only be divided into 2 additional parcels about 54-acres each. Additionally, since the resulting parcel is already developed with a single-family home and the subdivision will not create a situation where more single-family homes would be allowed, the smaller parcel size is appropriate. It is also in the public interest to have zoning designations match the uses on a parcel, and even more so to have zoning that matches an applicant's future plans for a parcel. This proposed change produces consistency between use and designation. TPM 420 is conditioned with first attaining the zone reclassification and general plan amendment.

Subdivision: ICC Title 16 and the Subdivision Map Act (Government Code Section 66410 et seq.) regulate subdivisions. The proposed lots meet the applicable lot standards and design requirements specified in ICC Chapter 16.16, and the TPM meets the applicable preparation specifications identified in ICC Section 16.20.070 and Chapter 2, Article 3 of the Map Act. Conditions of approval are included to ensure that the final map meets the appropriate requirements specified by ICC Chapter 16.32 and Chapter 2 of the Map Act. Due to the rural, undeveloped, nature of the area, staff recommends that the street and utility improvements required by ICC Section 16.40.010 be waived, as permitted. A condition of approval is included to require such improvements in the future if they become necessary.

Access: Access is currently provided to both Parcel 1 and Parcel 2 by Pine Creek Road.

Utilities and Public Services: Both Parcel 1 and Parcel 2 currently have utility provisions. Water is provided by existing wells and wastewater with existing septic systems. The required setbacks between structures, wells, septic systems, and property boundaries are also met including on proposed Parcel 1 with the decreased minimum lot size requirement.

Fire

The project area is not within a Local Responsibility Area for fire protection services. Government Code 66474.02 requires that before approving a Tentative Map a finding must be made that the property proposed for subdivision must have structural fire protection and suppression services from a county, city, special district or etc. Also, California Title 14, Natural Resources, Fire Safe Regulations 1270.07 Exceptions to Standards and 1270.08 Requests for Exemptions, provide that an exemption to the provisions of 66474.02 can be requested in writing to the Department of Forestry and Fire - CalFire. The applicant did submit such request and Cal Fire Chief Matt Edmiston provided a no contest decision, which effectively exempts TPM 420 from 66474.02. Chief Edmiston also stated that TPM 420 must comply with Public Resources Code 4290-4291 Defensible Space Requirements. The applicant has worked with Cal Fire on the Defensible Space Requirements and TPM 420 is conditioned, with a final approval from Cal Fire, prior to Final Map approval

TRIBAL CONSULTATION

General Plan updates require that jurisdictions offer consultation opportunities to local Tribes. Pursuant to Government Code Section 65352.3, Tribes have 90-days, after receiving invitations to consult on GPAs to request consultation opportunities. Staff mailed consultation invitations on November 30, 2018 to the: Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Fort Independence Indian Community of Paiutes, Kern Valley Indian Council, Lone Pine Paiute-Shoshone Tribe, Timbisha Shoshone Tribe, Twenty-Nine Palms Band of Mission Indians, and the Walker River Reservation no requests for consultation have been received to date. There is still time for the Tribes to request consultation and the Board of Supervisors cannot approve the GPA until the 90-day window for a consultation request has passed.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by the General Rule 15061(b) (3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This application for a TPM, ZR and GPA is for a property that is already developed and includes no additional development proposals; the land use designations that are proposed will result in no change to the impact of uses than are possible with the current designations; and, Pursuant to the California Environmental Quality Act (CEQA), potential, subsequent, development to this proposal falls into the Categorical Exemption Class 3 New Construction or Conversion of Small Structures (15303)(a) One single-family residence, or a second dwelling unit in a residential zone. . . . may be constructed or converted under this exemption.

NOTICING & REVIEW

The application for TPM 420/Pine Creek Ranches; ZR 2018-011/Pine Creek Ranches; GPA 2018-05/Pine Creek Ranches has been reviewed by the appropriate County departments with no comments indicating there are any issues with the request.

The project was noticed on January 12, 2019 in the Inyo Register and mailed to property owners within 300-feet of the project location. No comments have been received by staff to date.

RECOMMENDATIONS

Planning Department staff is recommending:

1. The Planning Commission approve TPM 420 and certify that it is Exempt for CEQA.
2. The Planning Commission recommend that the Board of Supervisors approve General Plan Amendment 2018-05/Pine Creek Ranches and Zone Reclassification 2018-11/ Pine Creek Ranches and certify they are Exempt from CEQA.

Recommended Findings and Conditions

TPM 420 - Findings:

1. Proposed TPM 420/Pine Creek Ranches is Exempt from CEQA by the General Rule 15061(b)(3).
[Evidence: the proposed project is covered by the General Rule 15061(b) (3) that CEQA applies only to projects which have the potential for causing a significant effect on the

environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This application for a TPM is for a property that is already developed and includes no additional development proposals; the land use designations that are proposed will not result in more impactful uses; and, Pursuant to the California Environmental Quality Act (CEQA), potential, subsequent, development to this proposal falls into the Categorical Exemption Class 3 New Construction or Conversion of Small Structures (15303)(a) One single-family residence, or a second dwelling unit in a residential zone. . . . may be constructed or converted under this exemption.]

2. Based on substantial evidence in the record, the Planning Commission finds that TPM 420 is not conformance with the OS-40 Zoning designation currently found on the property and a condition of approval to change the Zoning designation to Rural Residential with a 10-acre minimum (RR-10) will be required for a Final Map.

[Evidence: Inyo County Code (ICC) Chapter 18.12 states the minimum standard parcel size for development is 40-acres. This subdivision will cause the resulting parcel 1 and current development to be out of compliance with ICC 18.12 the OS-40 designation; therefore, the applicant is requesting a Zone Reclassification to Rural Residential with a 10-acre minimum (RR-10) as this designation best fits the current uses and will allow TPM 420 to be finalized as the minimum lot size requirement of 10-acres can accommodate the proposed 12.9-acre subdivision request. Once this condition is met, TPM 420 will be in conformance with the Zoning designation.]

3. Based on substantial evidence in the record, the Planning Commission finds that TPM 420 is not conformance with the Inyo County General Plan designation of Rural Protection (RP) that is currently found on the property and a condition of approval to change the General Plan designation to Residential Ranch (RR) will be required for a Final Map.

[Evidence: The RP designation provides for single-family dwellings with a density of 1 single-family dwelling per 40-acres. This does not correspond with the requested RR zoning nor does it comply with the requested 12.9-acre subdivision request. For consistency and compliance with the General Plan, the applicant is requesting a General Plan Amendment to change the designation from RP to RR. The RR designation is traditionally used in tandem with the RR zoning designation. It allows for single-family dwellings with a density requirement of 1 single-family dwelling per 10-acres. Once this condition is met TPM 420 will be in conformance with the RR General Plan designation.]

4. Based on substantial evidence in the record, the Planning Commission finds that TPM 420 as conditioned is in conformance with and the Inyo County Subdivision Ordinance, and the State Subdivision Map Act.

5. *[Evidence: Proposed TPM 420 is consistent with the requested RR Zoning designation (Parcel 1) and the continued OS-40 designation (Parcel 2) as both meet the development standards of minimum parcel size and setback requirements of both respective zoning districts. The proposed lots meet the applicable requirements specified in ICC Chapter 16.16, and the TPM meets the applicable requirements of ICC Section 16.20.070 and Chapter 2, Article 3 of the Map Act. Conditions of approval are included to ensure that the*

final map meets the appropriate requirements specified by ICC Chapter 16.32 and Chapter 2 of the Map Act.]

6. Based on substantial evidence in the record, the Planning Commission finds that the site is physically suited for the proposed type and density of development, and finds that the existing and planned public facilities and services are adequate to meet the needs of the proposed project.

[Evidence: The project is consistent with the rural character of the surrounding area, is already developed and will not increase demands on public services and utilities. TPM 420 has been routed to appropriate County departments and no comments were received.]

7. Based on the substantial evidence the Planning Commission finds that the provisions of Government Code 66474.02 have been met (fire Protection and suppression services).

[Evidence: California Title 14, Natural Resources, Fire Safe Regulations 1270.07 Exceptions to Standards and 1270.08 Requests for Exemptions, provide that an exemption to the provisions of 66474.02 can be requested in writing to CalFire. The applicant did submit such request and Cal Fire Chief Matt Edmiston provided a no contest decision, which effectively exempts TPM 420 from 66474.02. Chief Edmiston also stated that TPM 420 must comply with Public Resources Code 4290-4291 Defensible Space Requirements. The applicant has worked with Cal Fire on the Defensible Space Requirements and TPM 420 is conditioned, with a final approval from Cal Fire, prior to Final Map approval.]

8. Based on substantial evidence in the record, the Planning Commission finds that the design of the subdivision or the types of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision, or alternate easements have been provided.

[Evidence: Access to Parcel 1 and Parcel 2, are already established by Pine Creek Road. Additional easements for water and sanitary services are not required as there are existing facilities that serve the property and no conflicts with existing easements have been identified.]

9. Based on substantial evidence in the record, the Planning Commission finds that the design or proposed improvements are not likely to cause substantial environmental damage, or substantially and avoidably injure fish, wildlife, or their habitat, or cause serious public health, welfare, or safety problems.

[Evidence: As indicated by the Exemption, the project will not result in substantial impacts to the physical environment or human beings, either individually or cumulatively, or directly or indirectly. The subdivision itself will not result in physical modifications, and no changes in the current uses or development are proposed.]

10. Based on substantial evidence in the record, the Planning Commission finds that no significant impacts to native vegetation or wildlife will result from the proposed project.

[Evidence: As indicated by the Exemption, the subdivision will not result in any direct impacts. The site is already developed and the subdivision does not have potential indirect impacts to native vegetation and wildlife; and, the project's incremental contribution to modifying the physical environment will be insignificant.]

TPM 420 – Conditions of Approval:

- 1.) A Final Parcel Map in substantial conformance with the approved TPM meeting applicable requirements of ICC Chapter 16.32 and Chapter 2 of the Subdivision Map Act shall be filed for recordation within two years from the date of approval by the Planning Commission, unless a request for a time extension request per ICC Section 16.20.110 is received prior to that date and approved.
- 2.) The applicant, landowner, and/or operator shall defend, indemnify and hold harmless Inyo County, its agents, officers and employees from any claim, action or proceeding against the County, its advisory agencies, appeal boards, or its legislative body concerning TPM No. 420/Pine Creek Ranches or applicant's failure to comply with conditions of approval.
- 3.) Payment of any delinquent and/or due taxes or special assessments shall be made to the satisfaction of the Inyo County Treasurer/Tax Collector prior to recordation of the Final Parcel Map.
- 4.) The applicant shall work with Cal Fire on defensible space requirements and obtain approval from Cal Fire on a defensible space proposal prior to recordation of the Final Parcel Map.
- 5.) The applicant shall complete ZR 2018-11/Pine Creek Ranches changing the zoning designation on proposed Parcel 1 from (OS-40) to (RR-10) prior to recordation of the Final Parcel Map.
- 6.) The applicant shall complete a GPA 2018-05 changing the General Plan Designation from (RP) to (RR) prior to recordation of the Final Parcel Map.
- 7.) The applicant and its successors in interest shall improve or contribute appropriately towards the construction of all streets and utilities within and serving the subdivision per applicable standards, as may be required by the County in the future.

GPA 2018-05/Pine Creek Ranches; ZR 2018-11/Pine Creek Ranches - Findings:

1. Based on the substantial evidence the Planning Commission recommends that the Board of Supervisors certify that General Plan Amendment 2018-05/ Pine Creek Ranches and Zone Reclassification 2018-11/ Pine Creek Ranches are Exempt from CEQA.

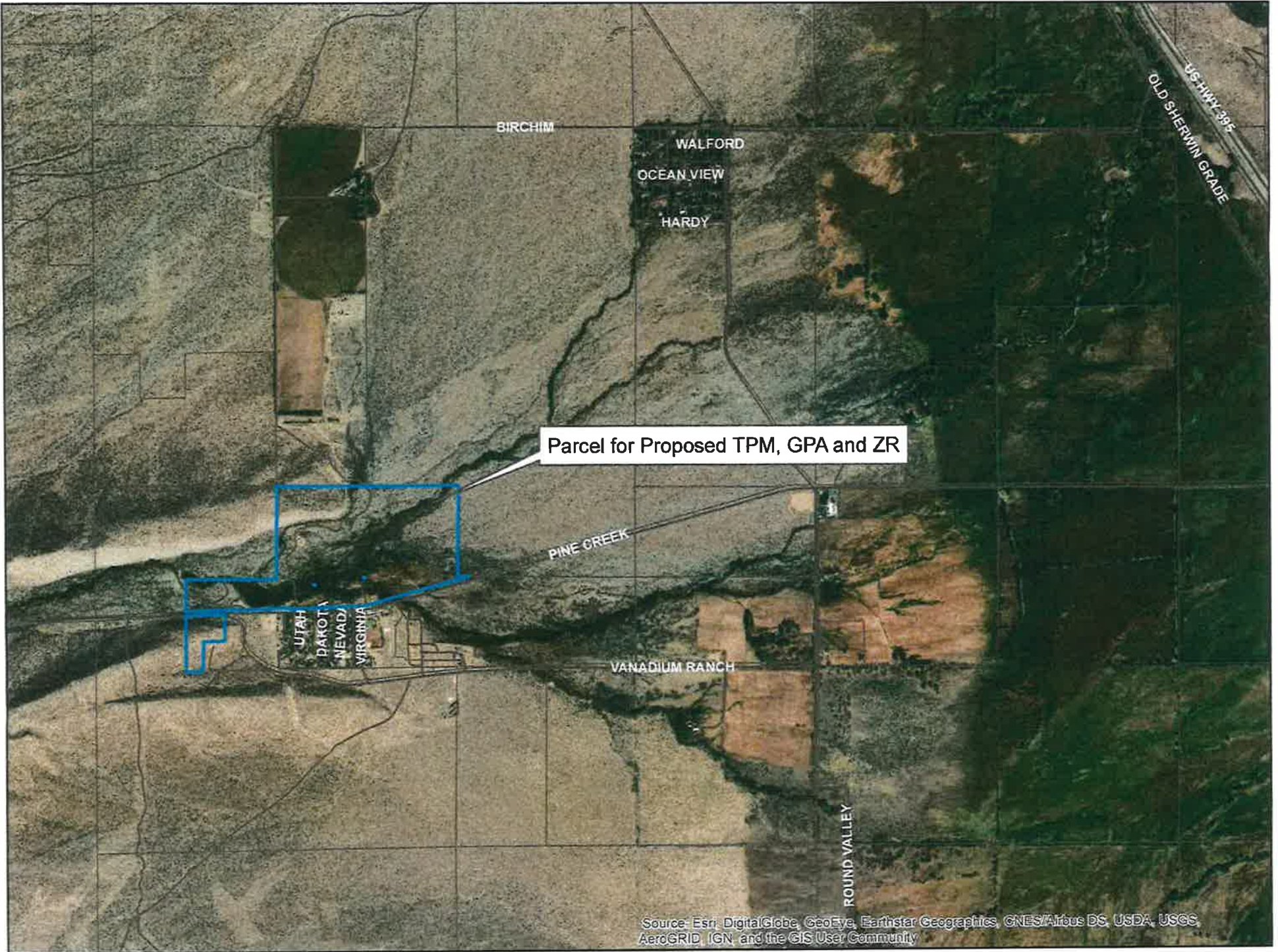
[Evidence: the proposed project is covered by the General Rule 15061(b) (3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This application for a TPM is for a property that is already developed and includes no additional development proposals; the land use designations that are proposed will not result in more impactive uses; and, Pursuant to the California Environmental Quality Act (CEQA), potential, subsequent, development to this proposal falls into the Categorical Exemption Class 3 New Construction or Conversion of Small Structures (15303)(a) One single-family residence, or a second dwelling unit in a residential zone. . . . may be constructed or converted under this exemption.]

2. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that General Plan Amendment 2018-05/Pine Creek Ranches and Zone Reclassification 2018-11/Pine Creek Ranches are in conformance with the Goals and Objectives of the Inyo County General Plan.
[Evidence: The proposed designation of RR provides for low density residential (1 dwelling unit per 10-acres) and low intensity agriculture uses, which better corresponds to the proposed zoning designation, the current use of the property, and will not result in an overall increase the number of allowed single-family homes that could be built on the parent parcel without these changes.]
3. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that General Plan Amendment 2018-05/Pine Creek Ranches and Zone Reclassification 2018-11/Pine Creek Ranches are consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.
[Evidence: The proposed designation of RR-10 provides for low density residential use and low intensity agriculture uses, which corresponds to the proposed General Plan designation, the current use of the property, and will not result in more potential parcels than could currently be subdivided from the parent parcel without these changes.]
4. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the site is physically suited for the proposed type and density of development, and finds that the existing and planned public facilities and services are adequate to meet the needs of the proposed project.
[Evidence: The project is consistent with the rural character of the surrounding area and this request for a GPA and ZR will not allow for a development type that would change the character of the site or the surrounding area. The GPA and ZR will not increase the potential for increased intensity or density on the site as it changes the parcel to RR-10, which does not allow for more intensity in use as the current OS-40 designation does. The property is on a public water system and septic systems are in place on the property. Both are adequate for a single-family home development. Electricity and phone services are also currently provided to the parcel.]
5. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the design or proposed improvements are not likely to cause substantial impacts to public health, safety or welfare.
[Evidence: The proposed General Plan Amendment and Zone Reclassification will allow the current uses on the property to be consistent with the County's Zoning Ordinance by changing the zoning to match the current and future planned uses on the parcel and changing the General Plan to properly correspond with the zoning designation. The designation changes will not allow for increased density or intensity of use on the property; and therefore, will not create substantial impacts to the health or safety of persons living or working in the vicinity, or be materially detrimental to the public welfare.]

Attachments:

- Vicinity Map

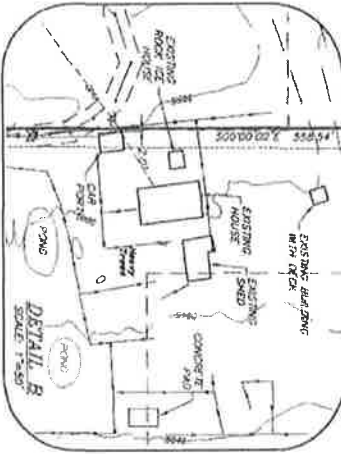
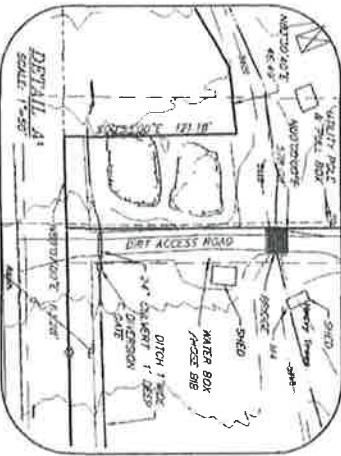
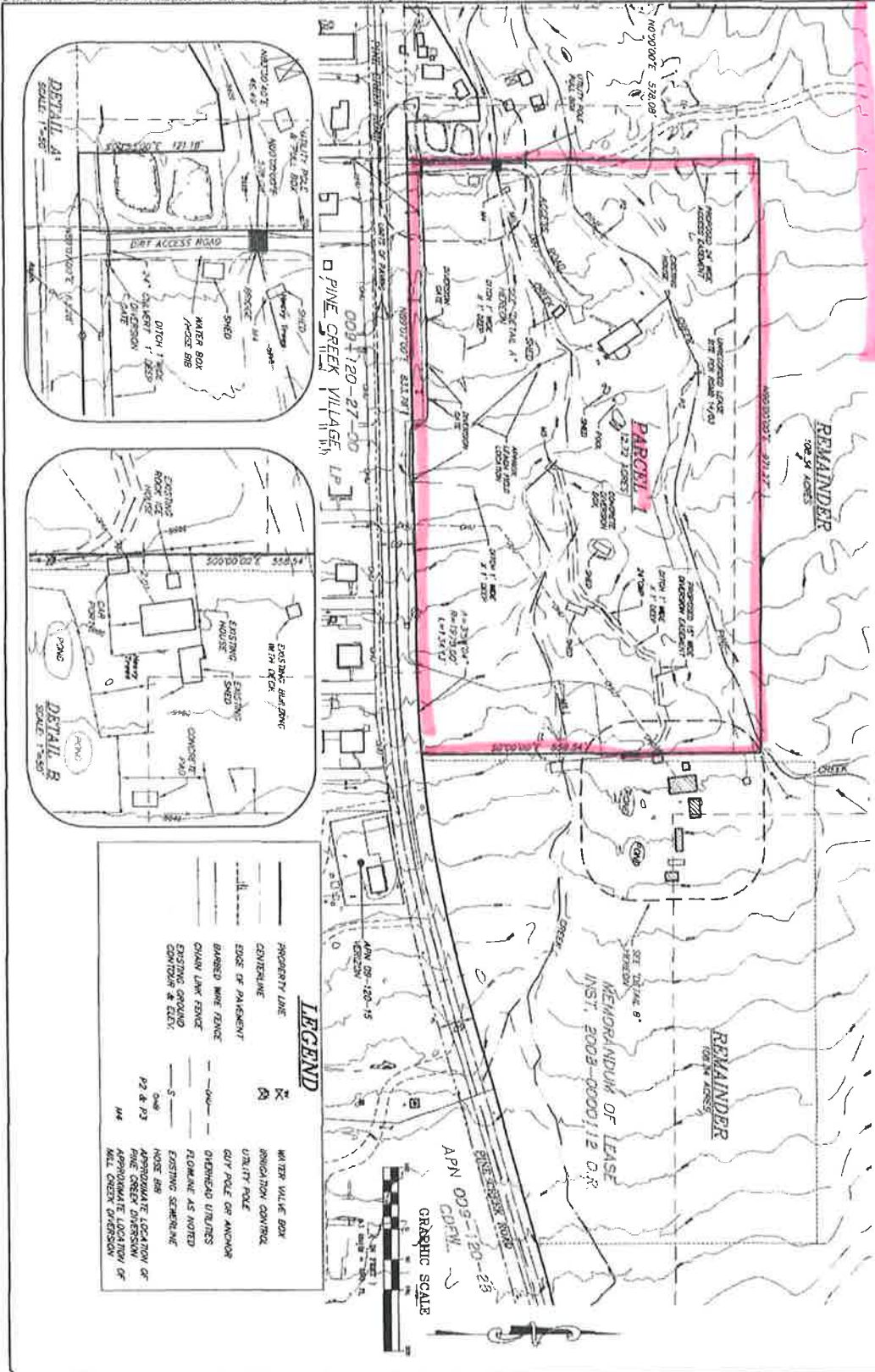
- Site Map
- Zone and General Plan proposed changes map



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Parcel 1: General Plan RP to RR
 Parcel 2 Remainder: stays RP
 Parcel 1: Zone Reclassification OS to RR
 Parcel 2 Remainder: stays OS

PINE CREEK VILLAGE
TENTATIVE PARCEL MAP NO. 420
 A SUBDIVISION OF LOT LINE ADJUSTMENT PARCEL 1 OF
 LOT LINE ADJUSTMENT NO. 2013-01 PER INSTRUMENT
 NO. 2013-0001216



LEGEND

—	PROPERTY LINE	⊗	WATER VALVE BOX
—	CONVEYANCE	⊗	IRRIGATION CONTROL
—	EDGE OF PAVEMENT	—	UTILITY POLE
—	BARBED WIRE FENCE	—	GUY POLE OR ANCHOR
—	CHAIN LINK FENCE	—	OVERHEAD UTILITIES
—	EXISTING GRADING	—	FLOWLINE AS NOTED
—	CONTOUR & ELEV.	—	EXISTING SCENERY
—		—	HOSE RIB
—		—	P2 & P3
—		—	MS
—		—	APPROXIMATE LOCATION OF PINE CREEK DIVERSION OF MILL CREEK W/ DIVERSION

Triad/ Holmes OSSOC

9-12-18
 SCALE: AS SHOWN
 SHEET: 01-286A
 PROJECT: 286A-1704-2018
 SHEET: 2

TENTATIVE PARCEL MAP NO. 420
 ROVANA, INYO COUNTY, CALIFORNIA
PINE CREEK VILLAGE
 PREPARED FOR: PINE CREEK RANCHES, LLC



Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526

Phone: (760) 878-0263
FAX: (760) 872-2712

E-Mail: invoplanning@inyocounty.us

For Clerk's Use Only:
AGENDA NUMBER

22

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

FROM: Inyo County Planning Commission and Planning Department

FOR THE BOARD MEETING OF: March 12, 2019

SUBJECT: Appeal No. 2019-01 (Lijek) of NH-STR 2018-02/Moberly

DEPARTMENTAL RECOMMENDATION: Request the Board of Supervisors:

Conduct a Public Hearing regarding: Appeal No. 2018-02 (Lijek) and deny the appeal.

SUMMARY DISCUSSION: The applicant has proposed to operate a non-hosted short term vacation rental at their residence, located at 324 McLaren Ln, in Bishop. There is a 600 ft² accessory dwelling on the property that would be rented under the non-hosted permit. There is on-site parking to accommodate renters, per ICC 18.73.

Staff presented the project request and staff report (Attachment 1) to the Planning Commission at a meeting held January 23, 2019. The Planning Commission Chair opened a public hearing and took public comments on the proposed project. There were 2 of the applicant's neighbors who offered comments and all of those comments expressed negative concerns about the project, including excessive traffic on a narrow road, glare/noise, pre-existing issues between neighbors, and the fact that short term rentals are a "commercial use" that should not be allowed in residentially zone areas (Attachment 2). One member of public spoke on behalf of the applicant, Mrs. Moberly. Ms. Angela Scott and Joann Lijek presented their complaints in a formal letters, which they brought for the Commissioners to review (Attachment 3).

The Planning Commission Chair added that he had gone to the proposed project site and driven the neighborhood due to concerns about narrow streets. The chairman added that he thought there was ample room for autos to turn and maneuver, as well as ample space to accommodate renter parking. The chairman added conditions of approval he felt were appropriate for the issuance of a non-hosted permit. These included provisions prohibiting dogs and trailers. Commissioner Chair Stewart made a motion to approve the permit, with the conditions of approval he suggested. His motion was seconded by Commissioner Vogel and the motion passed unanimously, 4-0.

The appellant (Joann Lijek), who lives next door to the non-hosted permit applicant (Kim Moberly), submitted an appeal on February 4, 2019 of the Planning Commission approval. Ms. Lijek stated in her cover letter that she does not believe Ms. Moberly met the requirements for the non-hosted permit. Specifically, she stated that (1) the property is not "owner occupied" during rental (2) the applicant did not meet neighborhood notification requirements, and (3) that the Planning Department has ignored the opinions of the neighbors. Staff reviewed ICC 18.73 when the application was submitted by Ms. Moberly and found that the application met the requirements for a non-hosted short term rental and was appropriate for review by the Planning Commission. Inyo Planning staff recommended to the Planning Commission, at the January 23 meeting, that the non-hosted permit be approved. As per ICC 18.73.030, the project is technically consistent with both the Inyo County General Plan designation of Residential Rural High Density (RRH) and Zoning designation of one family

residence (R1). Ms. Moberly's permit application followed the permitting process as required by Inyo County. Specifically, the permit applicant submitted a letter verifying that the main residence is "owner occupied" during periods when the accessory dwelling is being rented. This meets the definition of what is meant by "owner occupied." Following submission of her application on June 6, 2018, Ms. Moberly sent notification letters to all her neighbors within a 300 ft radius, notifying them of her intent to acquire a non-hosted permit. The letter also contained the Neighborhood Agreement Form, which Ms. Moberly asked the recipients to sign. She included a self-addressed, stamped envelope for the neighbors' convenience. Ms. Moberly was then informed by Planning staff that she had not obtained the required number of signatures to proceed with her Hosted/Non-hosted permit application. She also stated concern about her physical safety, sighting previous altercations with Ms. Lijek. On October 31, 2018 Ms. Moberly's authorized agent, Valerie Huarte, went door-to-door to notify neighbors and obtain the necessary signatures. These efforts were noted in the "Comments" section of the Neighborhood Agreement Form. The appellant, Ms. Lijek, claims she received neither a letter in the mail, nor a physical notification at her home. Planning staff determined that Ms. Moberly had made an honest attempt to notify neighbors of her plans.

There are 4 local residents who have expressed dislike for the project, including Ms. Lijek, but Planning staff has found no direct linkage between this dislike and a formal justification for denying the Non-hosted permit. Staff have concluded that there is no need to deny this permit application and that the Conditions of Approval, as added by Chairman Stewart, are sufficient for issuing the permit. Planning Staff received the appeal application on February 5, 2019 and an email from Ms. Lijek, on February 11, stating that Ms. Moberly was renting her accessory unit. Staff looked into the matter and informed Ms. Moberly that she was to stop renting until after the appeal process was completed. The applicant complied. Planning staff has received subsequent complaints from the appellant, stating that the accessory dwelling was still being rented. Planning staff spoke to Ms. Moberly, who explained that her son, as well as personal friends, sometimes visit her home. She reiterated that she has ceased renting until after the appeal is completed. It should also be noted that Ms. Moberly and Ms. Lijek have had ongoing disputes with each other, which do not pertain to the permit under consideration.

RECOMMENDED ACTIONS: The staff analysis indicates that requiring a Non-hosted rental permit is appropriate for Ms. Moberly's planned rental and that the Board of Supervisors should consider reversing the decision of the Planning Commission. Denying the permit cannot be justified based on the County's zoning code, which allows for the use, with approval from Planning Commission. A categorical exemption was prepared for the project under CEQA, as it is an extension of residential use and will not impact environmental resources. Based on these factors, staff is recommending that the Board deny the appeal and support the Planning Commission's decision to approve NH-STR 2018-02/Moberly.

ALTERNATIVES: The Board may consider the following alternatives:

1. Do NOT approve the requested appeal. Denial of the Appeal and *upholding* the Planning Commission decision to deny *is* recommended.
2. Approve the requested appeal. Approval of the Appeal and *reversing* the Planning Commission decision to deny *is not* recommended.
3. Return to staff with direction.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: Costs to process the application and appeal are paid for by the applicant.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 3/4/19

Attachments: (1) Planning Commission Staff Report; (2) Planning Commission & Public Comments; (3) Comments submitted by neighbors.



Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526

Phone: (760) 878-0263
FAX: (760) 872-2712
E-Mail: inyoplanning@inyocounty.us

AGENDA ITEM NO.: 5 (Action Item – Public Hearing)

PLANNING COMMISSION
MEETING DATE: January 23, 2018

SUBJECT: Non-Hosted Short-Term Rental Permit
No. 2018-02/Moberly

EXECUTIVE SUMMARY

The applicant has applied for a Non-hosted Short Term Vacation Rental permit, located at 324 McLaren Lane, in Bishop. This permit is required for the applicant to begin renting residential space for periods of 30-days or less, and to achieve compliance with Inyo County Code Chapter 18.73.

PROJECT INFORMATION

Supervisory District: 3
Project Applicant: Kim Moberly
Site Address: 324 McLaren Lane, Bishop, CA 93514
Community: Bishop, CA
A.P.N.: 011-080-12
General Plan: Residential Rural High (RRH)
Zoning: One Family Residences – 1 acre minimum (R1-1.0)
Size of Parcel: .48 acre (6098sq.ft.)

SURROUNDING LAND USE:

Location:	Use:	Gen. Plan Designation	Zoning
Site	Developed	Residential Rural High (RRH)	One Family Residences – 1 acre minimum (R1-1.0)
North	Developed	Residential Rural High (RRH)	One Family Residences – 1 acre minimum (R1-1.0)
East	Developed	Residential Rural High (RRH)	One Family Residences – 1 acre minimum (R1-1.0)
West	Developed	Residential Rural High (RRH)	One Family Residences – 1 acre minimum (R1-1.0)

South	Developed	Residential Rural High (RRH)	One Family Residences – 1 acre minimum (R1-1.0)

Staff Recommended Action: 1.) Approve the Non-Hosted Short-Term Vacation Rental Permit 2018-02/Moberly

Alternatives:

- 1.) Deny the Non-Hosted Short-Term Vacation Rental Permit
- 2.) Approve the Non-Hosted Short-Term Vacation Rental Permit with additional conditions of approval
- 3.) Continue the public hearing to a future date, and provide specific direction to staff regarding what additional information and analysis is needed.

Project Planner: Steve Karamitros

STAFF ANALYSIS

Background and Overview

The applicant has applied for and received a Hosted Short-Term Vacation Rental Permit from the Inyo Planning Department, for the residence located at 324 McLaren Lane in Bishop. There is a primary residence and a 600 ft² accessory dwelling on the property, which the applicant would like to rent as a non-hosted vacation rental. The accessory dwelling was built in compliance with the standards set by the Inyo County Building and Safety Department and the Inyo County Environmental Health Department.

The proposed application for a Non-Hosted Short-Term Vacation Rental Permit aligns with Inyo County Code Section 18.73-*Short-Term Rental of Residential Property*, which allows for the rental of dwelling units where the owner of the dwelling unit does not concurrently occupy the dwelling unit with the transient lodger. The application for this non-hosted rental has met the requirements of the Inyo County Planning Department and, per County Code Section 18.73.060, now requires that the Inyo County Planning Commission give final approval in order to issue the Non-Hosted Short-Term Vacation Rental Permit.

The residence is in a location surrounded by similar land uses on every side; zoning of One Family Residence with a 1 acre minimum (R1 – 1.0) and general plan designations of Rural Residential High (RRH). The residence is located in the unincorporated area of Bishop.

Vicinity location map



Residential location for non-hosted rental



General Plan Consistency

The goal of this review is to allow the applicant to rent residential space in compliance with the County's zoning ordinance. The project is consistent with Short-Term Rental Ordinance, which was added as Chapter 18.73 of the Inyo County Code, following approval by the Inyo County Board of Supervisors on February 20, 2018. This use will not conflict with the General Plan designation of Rural Residential High (RRH) as it does not change the size or density of the residential development currently on the site and in the General Plan.

Zoning Ordinance Consistency

The applicant's residence is zoned One Family Residences (R-1), which is defined as an eligible zoning area for short term rentals. The current use will not change and therefore remains consistent with the current zoning ordinance.

ENVIRONMENTAL REVIEW

As per Section Two of the approved County Ordinance (Chapter 18.73), the Hosted/Non-Hosted Short-Term Rental Permit 2018-02/Moberly was reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the County's environmental procedures, and was found to be exempt pursuant to Section 15061(b)(3) (general rule) of the CEQA guidelines, as it constitutes an extension of residential use, with no new development, and can be seen with certainty that there will be no significant effect on the environment.

Residents within 300 feet of the proposed rental were notified that an application for a non-hosted short-term rental was being submitted, and Inyo County staff noticed these residents regarding the public hearing date. Public notification of the hearing date was published in the Inyo Register on January 10, 2018.

The Planning Department has received complaints from three neighbors (signed letter) claiming that the applicant is out of compliance with the zoning ordinance and that they do not wish to see vacation rentals in their neighborhood.

RECOMMENDATION

Find the proposed project exempt from the requirements of the California Environmental Quality Act; make the findings specified below; and, approve Non-Hosted Short-Term Vacation Rental Permit 2018-02/Moberly, subject to the Conditions of Approval:

Recommended Findings for NH-STR 2018-02/Moberly:

1. The proposed Non-Hosted Short-Term Vacation Rental Permit is exempted from further CEQA review, and the provisions of the California Environmental Quality Act have been satisfied.
[Evidence: Pursuant to Section 15061(b)(3) (general rule) of the CEQA guidelines, the proposed permit application constitutes an extension of residential use and can be seen with certainty that there will be no significant effect on the environment.]
2. The proposed Non-Hosted Short-Term Vacation Rental Permit is consistent with the Inyo County General Plan Land Use Designation of Rural Residential High (RRH).
[Evidence: The proposed project is consistent with the goals and policies of the General Plan's Land Use designation of Rural Residential High, which has a Residential Density of 1 dwelling units per acre. The applicant's proposal is to have one primary and one accessory dwelling unit on a roughly 20,000 ft² parcel, which is consistent with Inyo County's General Plan designation for this property.]
3. The proposed Non-Hosted Short-Term Vacation Rental Permit is consistent with the Inyo County Zoning Ordinance.
[Evidence: The approved ordinance of Short-Term Rentals (Transient Occupancy – a rental for 30-Days or less), as adopted by the Board of Supervisors on February 20, 2018, allows for the short-term rental of residential dwellings in the Zoning Districts of: One Family Residential (R1), Single Residence and Mobile Home Combined (RMH), Rural Residential (RR), Rural Residential Starlite Estates (RR- Starlite), and the Open

Space Zone (OS). The applicant's property is zoned Residential and is therefore consistent with Inyo County's zoning ordinance.]

4. The proposed Non-Hosted Short-Term Vacation Rental Permit is necessary or desirable.
[Evidence: With the proliferation of Short-Term Vacation Rentals through on-line hosts, such as Air B&B, etc., the Board of Supervisors found it necessary and desirable to create an ordinance that regulated transient occupancy. In 2006 the Board of Supervisors approved with findings by Inyo County staff related to transient occupancy and issued a finding that stated "one family residential zone districts do not allow for short-term, transient accommodation uses as a primary permitted use, a conditional use or an accessory use; therefore, short-term transient accommodation uses in a one family residence zones is in violation of the - One Family Zone District as set forth in the Inyo County Code Section 18.30." This decision guided the Planning Department's efforts in designing an ordinance for short-term vacation rentals in residentially zoned areas. The proposed non-hosted vacation rental permit application is consistent with the requirements stipulated in the short-term rental ordinance, as adopted by the Board of Supervisors in February 2018.]
 5. The proposed Non-Hosted Short-Term Vacation Rental Permit is properly related to other uses and transportation and service facilities in the vicinity.
[Evidence: The proposed Non-Hosted Short-Term Vacation Rental Permit is properly related to transportation and service facilities and will not adversely affect these facilities. All completed applications for Hosted/Non-Hosted Short-Term Rental Permits require site plans that demonstrate the availability of on-site parking at the applicant's residence.]
 6. The proposed Non-Hosted Short-Term Vacation Rental Permit would not under all the circumstances of this case, affect adversely the health or safety of persons living or working in the vicinity or be materially detrimental to the public welfare.
[The proposed Non-Hosted Short-Term Vacation Rental Permit does not adversely affect public health or safety of persons living in the vicinity. The Inyo County Environmental Health Department evaluated the application for sewer, septic, and water issues and found no problems with the application. The rental unit, a 600 ft² accessory dwelling, was evaluated by the County's Building and Safety Department and no problems were identified.]
 7. Operating requirements necessitate the proposed Non-Hosted Short-Term Vacation Rental Permit for the site.
[Evidence: Use of the applicant's property for non-hosted short-term rental requires the Non-Hosted Short-Term Vacation Rental Permit, as per Chapter 18.73 of the Inyo County Code.]
-

CONDITIONS OF APPROVAL

1. The applicant, landowner, and/or operator shall defend, indemnify and hold harmless Inyo County agents, officers, and employees from any claim, action or proceeding against the County or its agents, officers, or employees to attack, set aside, void or annul an approval of the county, its advisory agencies, its appeals board, or legislative body concerning Non-Hosted Short-Term Vacation Rental Permit No. 2018-02/Moberly. The County reserves the right to prepare its own defense.
2. The applicant shall conform to all applicable provisions of Inyo County Code. If the use provided by this Non-Hosted Short-Term Vacation Rental Permit is not established within one year of the approval date it will be become void.

SUMMARY

Staff recommends that the Planning Commission make certain findings to approve the Non-Hosted Short-Term Vacation Rental Permit No. 2018-02/Moberly and find it exempt from CEQA.

Attachments

- A. Maps
- B. Comments Received

Site Plan

M
C
L
A
R
E
N

L
A
N
E



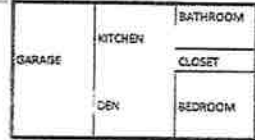
+
+
+
+
+

+
+
+
+
+

+
+
+
+
+
+
+
+
+
+
+
+
+
+
+

FIRE EXIT GATE FIRE EXIT FIRE EXIT

MAIN PARKING OFF STREET PARKING



FIRE EXIT
FIRE EXIT
FIRE EXIT
FIRE EXIT
FIRE EXIT
FIRE EXIT

EMERGENCY ACCESS

PRIVATE DRIVEWAY

FIRE EXIT

*
*
*
*

*
*
*
*

*
*
*
*

Christina Rockwell
3627 Brookside Drive
Bishop, CA 93514



Inyo County Planning Dept.
Attn: Steve Karamitros
Independence, CA 93526

November 6, 2018

RE: Project # NH-STR-2018-06 Moberly

Dear Sir:

I am writing this letter in response to the recent letter I received from Ms. Kim Moberly. She is advising me of her permit application for a hosted short term rental, referenced project number above (also see attached copies). I have consulted with neighbors and there is a general consensus that short term rentals historically have been a nuisance in exclusively residential neighborhoods, and has already been demonstrated in this particular area, including the home named for this project. Inyo County Sheriffs have been contacted on numerous occasions for suspicious activity around the home, unknown persons in the neighborhood, and excessive traffic and noise during County ordained quiet hours. Admittedly I have no personal experience related to this home; I moved here the last week of August this year. I previously lived in Mono County in a quiet residential area (White Mountain Estates) where a home was used as an unhosted short term rental with disastrous results for all nearby homes due to noise, excessive traffic, and trash left behind in the yard and surrounding areas. To say I am disappointed with this practice in my new neighborhood would be an understatement.

Another important consideration as you review her permit application is I am confident she does not live in the home at 324 McLaren, but instead lives at 2617 Highland Drive in Bishop, about 3-4 miles away in a different neighborhood. I have known Ms. Moberly for 23 years. Neighbors of the McLaren address have confirmed to me while the home is occupied by short term renters (this has already been taking place for a few years) Ms. Moberly is not on the premises, nor any representative of hers. They insist she has never lived in the home on McLaren. While it has only been an observation (and irritation) in the past, I have asked they start documenting "short term rental" type activity and any law enforcement contact noticed at the home going forward during the permit application process so we may bring this information to you and/or the Board of Supervisors.

I have also included the name, address, phone number and signature of residents who may be affected by the approval and subsequent short term rental activity at this address should her permit be approved, and who also are vehemently opposed to this happening. We are prepared to

Steven Karamitros

From: InyoPlanning
Sent: Wednesday, December 26, 2018 8:28 AM
To: Steven Karamitros
Subject: FW: 324 McLaren Lane, from Joann Lijek

From: Joann Lijek [jalijek@yahoo.com]
Sent: Friday, December 14, 2018 3:16 PM
To: InyoPlanning
Subject: 324 McLaren Lane, from Joann Lijek

To whom it may Concern at Planning:

Hi,
I am just writing to say that Ms Moberly had/has people in both of the houses next door (324 McLaren Ln.) since wednesday night (Dec. 12, 2018). There were also people (2 adults, 2 children, driving a large white chevy suburban) in the small house from 11/23 through 11/25/2018.

At this point I am wondering if you have approved her application for short term rental without any neighbor notification? Or at least notifying me.

She is committing deliberate fraud by claiming she lives on the property when she most definitely does not and I would go to court and testify to this. That woman (Moberly) has never spent a night at that property that I have witnessed. I would say that it would be an extreme coincidence if that only happened when I was away. No one that I know of can support her claim of living there.

Also, having tenants without a permit, if that is the case, shows she is totally unconcerned with complying with the law, or whether she is bothering her neighbors.

Then there is the matter of her collecting tax from these temporary tenants. If she does not have an approved rental, what is the tax for? I guess I could go to the Franchise Tax Board and see if she has a resale # and pays it as sales tax. Otherwise, if she collects it and pockets it, I would think that is illegal.

There is something else that probably isn't actionable but seems very odd. A man in a silver dodge diesel truck drives in and out of her property 3 times a day, early morning, around noon, and around 4pm. Mostly weekdays. Drives in stays, for a few minutes (lets the truck idle) and drives out, usually at a high rate of speed. Me being a nosy old lady doesn't quite erase the fact that this is weird, certainly not illegal, but annoying due to noise and increased traffic. If it wasn't noticeable, I wouldn't notice.

Well, that is my b..tch p..tch for today. Thank you for Listening or at least pretending to do so. Merry Christmas, Joann Lijek

Attachment 2:

Public Comments

Staff presented the staff report and public input was given during the Planning Commission meeting held January 23, 2019. There were 2 residents from the surrounding project area who offered comments: Joann Lijek & Angela Scott. Ms. Vicky Campbell spoke on behalf of the applicant.

- Mr. Karamitros, Senior Planner, presented the staff report.
- Chair Stewart opened the Public Hearing at 10:11 a.m.
- Vicky Campbell got up and spoke on behalf of Ms. Moberly.
- Joann Lijek spoke and said she is not happy about this rental and she wrote a letter of complaint that was presented to Board about not wanting more traffic in the neighborhood and is concerned about neighbor to neighbor issues. Other problems included glare from security lights, concerns about noise, and the fact that commercial endeavor, such as a vacation rental, should not be allowed in residentially zoned areas.
- Next to speak Angela Scott who stated she was not notified and she lives next to property.
- Senior Planner, Steve Karamitros stated both the applicant and their authorized agent had made multiple attempts to notify property owner to no avail.
- Chair Stewart stated he had gone out to this location because he had concerns about the narrow street, but found that there was ample room at the project location, both for autos to turn around and maneuver, and for parking at the rental location.
- Chair Stewart added conditions to this location, that he felt appropriately addressed the concerns of the neighbors:
 1. No trailers allowed
 2. No dogs allowed
- With no more members of the public wishing to speak the hearing closed at 10:31 a.m.
- Chair Stewart made a motion, which was seconded by Commissioner Vogel, to approve the NH-STR-2018-02/MOBERLY as presented by staff, with Chair Stewart's conditions of approval.

Attachment 3:

Comment letters from Angela Scott and Joann Lijek

272 McLaren Lane
Bishop, California 93514

January 17, 2019

Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526

RE: Non-Hosted Short-Term Vacation Rental Permit 2018-02/Moberly

Inyo County Planning Commissioners:

Thank you for the opportunity to address the proposed short-term rental at 324 McLaren Lane.

To start, I would like to say that my opposition to Ms. Moberly's rental is personal to me in that mine will be the property most affected. Her behavior towards me as a neighbor has been poor in my estimation. One of the first things she did as a new neighbor was to put up a section of fence on my property without permission or any discussion with me. For many years she had a gardener come every Tuesday at or before 6AM. He would then operate a leaf blower 20 ft from my bedroom window (among other disturbing noise). Ms Moberly wasn't affected because she lives somewhere else, and if it didn't bother her, she did not care if it bothered me. At one point she started placing gravel on my property and under my fence. When I asked her to stop, she just put down more gravel that I had to remove. I also have issues with the vanity lighting and "security" lighting that she has installed. These light up my house and yard and shine upwards at the trees. I have tried to discuss this with her, she isn't interested in making any changes and tells me it is "good for me".

I am disappointed that she did not attempt to notify me as per the Short term Rental permit agreement, in person, especially since she sees me an average of 3 times a day, neither did she attempt to notify me in writing. This has also been the case with at least one other neighbor that I know of. This makes me wonder how many of our other neighbors have not been notified.

Ms. Moberly has also been renting out both the main house and converted garage on a short term basis for at least two years, and telling me that these were "friends and family", even after it was obvious that isn't the truth. It is easy for her to rent out the house at 324 McLaren Ln. since she owns another home on Highland Drive where she actually lives, so it is no inconvenience to her in the least. This kind of home ownership pretty much takes the "neighbor" out of neighborhood. I should make it clear that Moberly has also rented the cottage as a regular rental, to which I have no objection.

I list my objections as follows:

- 1) Ms. Moberly was illegally renting her property short term for at least the last 2 years and continued to do so after the permit process was initiated by the county. I am sure she only applied for a permit because I complained. I made a written complaint in July 2018. Sometime after I was told Moberly had applied for a permit by Planning. Somehow, Planning failed to notify me (and other neighbors) that Moberly's hosted permit had been granted. They also never let me know when it was appropriate for me and other affected neighbors to make our complaints/issues with the hosted rental formal. I still don't know when her hosted permit was granted. My original complaint was just based on the fact that short term rentals were illegal at that time.

1.5) When I read the county code regarding short term rentals, it specifically says that a hosted rental is inside a home "occupied" by the owner. Apparently this is being interpreted in this case by the Planning Dept. as an owner who visits their second or "income" property at least once a day, or maybe I don't know what occupied means. The Planning Department should make that more clear. My feeling is that if you are willing to subject your neighbors to strangers and their disturbances, you should also be willing to live with them, not escape to your real house.

2) Moberly deliberately failed to notify all the neighbors required when she did apply for the permit.

3) At least 4 neighbors, myself included have not received any emergency contact information to date.

4) My problems with the rental are based on increased noise: loud music and voices, cars running, doors slamming, parking on her gravel parking pad that makes a tremendous amount of noise when driven on. Motion sensor lights going on and off constantly with tenants (and owner) comings and goings, actually also there is one that shines directly into my yard that goes off when a car drives by Moberly's house and/or its windy. I have vehicle lights shining into my home and property. Extra traffic on the road. I have young grandchildren living with me and not only are they at risk of being run over in the street, they could be at risk from criminal elements staying next door temporarily.

5) The keyhole driveway of Ms. Moberly's property encroaches on my property by several feet. I have allowed the situation out of neighborliness to her as well as the neighbor to her south because there is already very little room on her property for a driveway. I have discussed this with her and have allowed the situation with her understanding that it is my property, and under my control. I will not allow the situation to continue in order to make it more convenient to rent her property to strangers.

6) McLaren Lane is a private road. It was created by Deeded easement in 1940 to serve the people who live on the lane. It is from 16 to 20 feet wide and large vehicles (full size trucks and up) can not pass. All vehicles that drive into McLaren Lane must drive out the same way. It isn't safe to drive more than 15 mph, but many people do. There is no cul de sac or turn around. I have had fences knocked over and my vehicles damaged numerous times, usually by hit and run. It does not make sense to increase the traffic on the street by allowing a short term rental. All vehicles going to Ms. Moberly's property pass my house on the west side, go around the north side then down the east side of my property on the shared driveway to Harding's house, which runs the entire length of my property.

7) Due to the configuration of the neighborhood and non-conforming lot size, the 1 acre minimum parcel size that was voted on in early 2000 is certainly not reflected in our section of McLaren, and it does not seem right that the smallest lot should have the highest effective density, with two dwellings on less than 1/2 acre, then be approved to rent these dwellings to a constant stream of strangers.

8) Whether the Planning Dept. and the Commissioners choose to recognize it or not, stranger danger is a real concern. In fact, back in the 1990's, before I lived here, there was a well-published incident that took place at the Schat's home at the very end of the lane. They had hired a young lady from the city as some type of household employee, who apparently had some unsavory gentlemen friends. These gentlemen went to Erick Schat's home in the middle of the day and attempted to rob it. They attacked Mr. Schat, who got his gun and chased them away. There is no way that Ms. Moberly or her internet rental company can screen tenants to stop drug addicts, child molesters, thieves, or other criminals from finding a place in our neighborhood.

9) Our neighborhood has no fire hydrants, so in case of fire the Fire Dept will have to take extra measures. Referring back to 6) the road is very narrow and access difficult putting all of us at increased risk if a fire breaks out. Why add to that risk with extra people and vehicles on the street?

10) People on vacation, while they may not be bad, have a different attitude and mindset. When I lived in Mammoth everyone would laugh at how the tourists leave their brains (and sometime manners) at home when they come up. People vacationing don't necessarily have the same concerns or behavior as permanent residents; in other words, its party time and constant party time does not fit in most residential neighborhoods.

11) A majority of the homeowners in our neighborhood bought their property in "single family" zoning. When Ms. Moberly converted her garage into a house then rented it out, I was told by Planning that the State had changed the laws and the county had to follow suit, allowing new rental units in R1. This makes R1 something other than single family. The law was changed to address the state's real (or perceived) housing shortage. Using this extra housing for short term rental does not ameliorate the housing shortage, it worsens it. By allowing these rentals, the county goes against its own General Plan and Housing Element and also against the goals of the state to provide more housing and helps to lower the amount of housing available, while catering to those absentee homeowners who choose to short term rent and live somewhere else, while the extra property as a cash cow to the detriment of the single family dwellers left alone to deal with their tenants.

12) Does anyone know what having short term rentals next door will do to their homeowner's insurance? Are these owner's required to have extra insurance to cover damages to neighboring properties?

13) McLaren Lane has an overwhelming law enforcement call rate coming from the property of Dee Norberg at 299 McLaren Ln. This property, within 120 feet of the Moberly property averages at least two law enforcement calls per week. All vehicle and foot traffic going to Moberly's property have to pass 299 McLaren. The home at 299 McLaren Ln. has a barrage of sophisticated cameras and constantly glaring lights, and 2 security systems, ADT and Ring. The Ring system also has an audible alarm that goes on constantly, accompanied by flashing lights. My home, 272 McLaren is sandwiched between Norberg and Moberly. Living between these two properties makes it impossible to look at the stars at night or even sit outside at times without being blinded by ultra bright LED that go off at the slightest movement, even when the wind blows.

14) Our section of the McLaren area is zoned 1 acre minimum. When I first moved here in 1999, it was ½ acre minimum. A few area owners had applied for lot splits and some of the other residents took up arms to stop the splits. In the end, the splits that had already been approved by the county went forward, but the supervisors held a special vote of McLaren residents asking if McLaren should be rezoned to 1 acre. The vote passed. You would have to ask planning what actually constitutes McLaren. I do know that my road is within that area. At least 5 lots (272, 262, 299, 324, 312,) adjacent to each other, including mine, are less than 1 acre. Ms. Moberly's property at 324 McLaren Ln. is less than ½ acre. In fact, when the driveway easement to the property directly south is subtracted, her lot is closer to 1/3 acre, so this property does not conform to current zoning code, nor did it conform to past code. Although these homes and lot sizes are "grandfathered in" I believe that Planning and the Board of Supervisors should consider that the residents of the McLaren neighborhood value their open space and should not allow commercial uses of property that could cause disturbance to neighbors, especially short term rentals.

To close, I should state that I am not totally opposed to short term rentals, I just feel that they should be permitted on a case by case basis, and that McLaren Lane is not a good place to have them.

Sincerely,

Joann Lijek

3652 Ranch Road
Bishop, California 93514
January 17, 2018

Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526

RE: Non-Hosted Short-Term Vacation Rental Permit 2018-02/Moberly

Commissioners:

Thank you for the opportunity to address the proposed short-term rental at 324 McLaren Lane.

Before addressing my concerns and for reasons of transparency, I must disclose that after purchasing our home at 3652 Ranch Road in 2013, Ms. Moberly contacted a lawyer and threatened to sue us because of a fence that had been in place along our shared property line since at least 1991, long before either of us purchased our properties. The resolution of the threatened suit benefitted both of us without my family incurring any of the costs involved. Prior to her threats, we had been on very friendly terms.

My concerns in regards to the short-term rental permit are not based on or related in any way to that incident.

I am adamantly opposed to any short-term rentals, hosted or non-hosted, on McLaren Lane.

My reasons include, but are not limited to:

-My home's backyard backs up to McLaren Lane. McLaren Lane is an extremely narrow lane with two significantly sharp bends, one of which borders my backyard and is just before the Moberly property. This lane cannot support any additional traffic. Because it is so narrow, two cars cannot pass on this road. There is no on-road parking, and there are few places where cars can pull over to allow passing. Due to chains being placed along driveways, even fewer areas allow for turning around. From my home, I have witnessed many standoffs between opposing cars who could not pass or backup due to the bend. I have witnessed vehicles carrying trailers struggling to back out of this lane because there was no place to turn around. During two of these events and after watching the drivers struggle for significant times, we went out of our back gate to ask if they needed assistance. On both occasions the drivers said their GPS systems erroneously took them down this road and they could not turn around. I am concerned that adding any additional traffic to this lane is going to add even more havoc. An added concern is the County's multiple use roads, something my family very much appreciates. If someone with little trailering experience stays at the McLaren Lane residence, they will have great difficulty maneuvering on the narrow lane and backing in or out of the driveway.

-McLaren Lane has an overwhelming law enforcement call rate. One of the properties in close proximity to the Moberly property averages at least two law enforcement calls per week. In October 2018, at least 16 calls were made concerning this property. In November, there were 15 calls. In December, there were 24! As of 1/15/19, there are already 10 calls recorded on inyo.crimegraphics.com. These calls cover trespassing, vandalism, harassment, seeing flashlights in the night, damage to the street's

asphalt.... When law enforcement arrives, especially at night, they search all the nearby properties with their extremely bright searchlights, causing disruption to the surrounding neighbors. I am concerned that not only will additional people add to an already volatile situation, but that visitors who might decide to walk McLaren, especially after dark and with flashlights, will be at significant safety risk.

As an aside, I must add that since I moved in in 2013, none of the well over 1000 calls made has resulted in any charges or citations. Although many law enforcement personnel have told me they know there is no merit to these calls, they must still respond.

-Although Inyo County has specific regulations for applying for short-term rental permits, Ms. Moberly has already shown disdain for those regulations. Although we share a property line, Ms. Moberly did not notify us in person or in writing per the regulation that she was applying for a then-hosted permit at the home where she is not a resident and has never been a resident. I had discussions with two other owners who share property lines with Ms. Moberly and discovered she either did not notify them or did not received signatures from them. I also discovered that Ms. Moberly had three women go to homes to ask for the signatures of those she either had chosen not to mail notifications to or whom had chosen not to sign her original correspondence. I am concerned that Ms. Moberly will continue to pick and choose only the regulations that suit her. She is a non-resident of McLaren Lane. This leaves those of us who do live in the area at risk of any number of issues.

-In conversations we had before the issue of our fence and while still on friendly terms, Ms. Moberly mentioned that there is a question about the property line that runs along her driveway between her and Ms. Lijek to the west. Ms. Lijek has also mentioned this to me, telling me that Ms. Moberly's driveway encroaches her property by 2.5 feet. Also, Ms. Moberly's driveway is a shared easement or driveway with the property behind her to the south. I fear the issue of the property line and the shared driveway will cause even more problems on McLaren Lane, especially for an unsuspecting guest who accidentally crosses the line.

- I am also concerned about the anonymity of those who come into our neighborhood. Do the various online renting agencies vet out sex offenders? There are many young children in our area, two of whom are directly next door to this property. If a sex offender moves into a neighborhood, he/she is required by law to register with local law enforcement. Is that true of short-term renters? How will the neighbors be notified? Who will be responsible should something happen? Ms. Moberly? The County? This seems too much of a risk to take with our safety.

Will this become the local weekend party house that disrupts our quiet neighborhood?

More and more news reports are documenting the destruction some renters do to homes and neighborhoods. Ms. Moberly does not live in our neighborhood and will not be available to monitor what occurs. That leaves us, the neighbors who are not in any way benefitting from the rental, at the mercy of anyone and anything. Again, who will be responsible should something happen? Ms. Moberly? The County?

-Will Ms. Moberly be required to take out insurance that will cover any damages to the properties surrounding her? What will a short-term rental do to the property values of the area. And when selling our properties, will we be required to disclose that a short-term vacation rental is in the area?

Quite frankly, I did not spend my life's savings to buy a home in a commercial area. If I had wanted that, I would have moved nearer to the many hotels and motels in our town. That being said, I am not opposed to short-term rentals located in areas that have fewer issues than McLaren Lane. As an adjacent property owner, I respectfully ask that the Commission deny this permit.

Sincerely,

Angela Scott

Cc: Rick Pucci, Inyo County Supervisor



"A Professional Service Agency"

Memorandum

To: Sheriff Hollowell, U/S Pritchard, Lt. Sparks, Sgt. Carter
From: Riannah, Administrative Assistant to the Sheriff
CC: Board of Supervisors, CAO, Assistant to the Board
Date: February 25, 2019
Re: December 2018 overtime

Following, please find the amount of overtime expended and overtime balances for the month of December 2018.

Budget #	Budget	Expended
022700	Sheriff General	\$ 5341.33
022701	Kitchen Services	\$ 1433.04
022710	Sheriff Safety	\$ 13140.58
022900	Jail General	\$ 5096.54
022910	Jail Safety	\$ 3619.33
	Grand Total	\$ 28630.82

Account Director Reports are attached. If you have any questions, please do not hesitate to contact me.

Thank you.

DECEMBER OVERTIME TOTAL: \$ 28,630.82

Record Type	Object	Key	Post Date	Description	Reference	Secondary Reference	Debit	Credit	Budget	MTD Actual	YTD Actual	ncumbran	Balance	Percent
BUDG	5003	022700							72,000.00	4,771.26	45,118.18	-	26,881.82	62.66
TRNS	5003	022700	12/21/2018	SHERIFF	GRS.	02260DP EARN REG	3,452.83	3,452.83	72,000.00	4,771.26	45,118.18	-	26,881.82	62.66
TRNS	5003	022700	1/4/2019	SHERIFF	GRS.	02010DP EARN REG	1,888.50	1,888.50	72,000.00	4,771.26	45,118.18	-	26,881.82	62.66
							<u>5,341.33</u>							
BUDG	5003	022701							15,605.00	2,283.77	12,429.71	-	3,175.29	79.65
TRNS	5003	022701	12/21/2018	KITCHEN SERVICES	GRS.	02260DP EARN REG	629.40	629.40	15,605.00	2,283.77	12,429.71	-	3,175.29	79.65
TRNS	5003	022701	1/4/2019	KITCHEN SERVICES	GRS.	02010DP EARN REG	803.64	803.64	15,605.00	2,283.77	12,429.71	-	3,175.29	79.65
							<u>1,433.04</u>							
BUDG	5003	022710							305,000.00	15,598.20	188,957.15	-	116,042.85	61.95
TRNS	5003	022710	12/21/2018	SHERIFF - SAFETY	GRS.	02260DP EARN REG	8,637.00	8,637.00	305,000.00	15,598.20	188,957.15	-	116,042.85	61.95
TRNS	5003	022710	1/4/2019	SHERIFF - SAFETY	GRS.	02010DP EARN REG	4,503.58	4,503.58	305,000.00	15,598.20	188,957.15	-	116,042.85	61.95
							<u>13,140.58</u>							
BUDG	5003	022900							112,500.00	10,041.36	80,343.93	-	32,156.07	71.42
TRNS	5003	022900	12/21/2018	JAIL	GRS.	02260DP EARN REG	2,403.27	2,403.27	112,500.00	10,041.36	80,343.93	-	32,156.07	71.42
TRNS	5003	022900	1/4/2019	JAIL	GRS.	02010DP EARN REG	2,693.27	2,693.27	112,500.00	10,041.36	80,343.93	-	32,156.07	71.42
							<u>5,096.54</u>							
BUDG	5003	022910							81,043.00	6,674.64	57,452.98	-	23,590.02	70.89
TRNS	5003	022910	12/21/2018	JAIL - SAFETY	GRS.	02260DP EARN REG	2,633.84	2,633.84	81,043.00	6,674.64	57,452.98	-	23,590.02	70.89
TRNS	5003	022910	1/4/2019	JAIL - SAFETY	GRS.	02010DP EARN REG	985.49	985.49	81,043.00	6,674.64	57,452.98	-	23,590.02	70.89
							<u>3,619.33</u>							



"A Professional Service Agency"

Memorandum

To: Sheriff Hollowell, U/S Pritchard, Lt. Sparks, Sgt. Carter
From: Riannah, Administrative Assistant to the Sheriff
CC: Board of Supervisors, CAO, Assistant to the Board
Date: February 25, 2019
Re: January 2019 overtime

Following, please find the amount of overtime expended and overtime balances for the month of January 2019.

Budget #	Budget	Expended
022700	Sheriff General	\$ 3622.31
022701	Kitchen Services	\$ 2045.49
022710	Sheriff Safety	\$ 16693.54
022900	Jail General	\$ 6296.11
022910	Jail Safety	\$ 7431.00
	Grand Total	\$ 36088.45

Account Director Reports are attached. If you have any questions, please do not hesitate to contact me.

Thank you.

JANUARY OVERTIME TOTAL: \$ 36,088.45

Record Type	Object	Key	Post Date	Description	Reference	Secondary Reference	Debit	Credit	Budget	MTD Actual	YTD Actual	Encumbrance	Balance	Percent
BUDG	5003	022700												
TRNS	5003	022700	1/18/2019	SHERIFF	GRS. 02020DP	EARN REG	1,577.29	1,577.29	72,000.00	4,771.26	45,118.18	-	26,881.82	62.66
TRNS	5003	022700	2/1/2019	SHERIFF	GRS. 02030DP	EARN REG	2,045.02	2,045.02	72,000.00	4,771.26	45,118.18	-	26,881.82	62.66
							<u>3,622.31</u>							
BUDG	5003	022701												
TRNS	5003	022701	1/18/2019	KITCHEN SERVICES	C 02020DP	EARN REG	379.71	379.71	15,605.00	2,283.77	12,429.71	-	3,175.29	79.65
TRNS	5003	022701	2/1/2019	KITCHEN SERVICES	C 02030DP	EARN REG	1,665.78	1,665.78	15,605.00	2,283.77	12,429.71	-	3,175.29	79.65
							<u>2,045.49</u>							
BUDG	5003	022710												
TRNS	5003	022710	1/18/2019	SHERIFF - SAFETY	GR 02020DP	EARN REG	9,668.07	9,668.07	305,000.00	15,598.20	188,957.15	-	116,042.85	61.95
TRNS	5003	022710	2/1/2019	SHERIFF - SAFETY	GR 02030DP	EARN REG	7,025.47	7,025.47	305,000.00	15,598.20	188,957.15	-	116,042.85	61.95
							<u>16,693.54</u>							
BUDG	5003	022900												
TRNS	5003	022900	1/18/2019	JAIL	GRS. 02020DP	EARN REG	2,761.51	2,761.51	112,500.00	10,041.36	80,343.93	-	32,156.07	71.42
TRNS	5003	022900	2/1/2019	JAIL	GRS. 02030DP	EARN REG	3,534.60	3,534.60	112,500.00	10,041.36	80,343.93	-	32,156.07	71.42
							<u>6,296.11</u>							
BUDG	5003	022910												
TRNS	5003	022910	1/18/2019	JAIL - SAFETY	GRS. 02020DP	EARN REG	4,207.49	4,207.49	81,043.00	6,674.64	57,452.98	-	23,590.02	70.89
TRNS	5003	022910	2/1/2019	JAIL - SAFETY	GRS. 02030DP	EARN REG	3,223.51	3,223.51	81,043.00	6,674.64	57,452.98	-	23,590.02	70.89
							<u>7,431.00</u>							

#25

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
Russell E. Burns, Member
Napa
Peter S. Silva, Member
Jamul
Vacant, Member

STATE OF CALIFORNIA
Gavin Newsom, Governor

Melissa Miller-Henson
Acting Executive Director
P.O. Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
fgc@fgc.ca.gov
www.fgc.ca.gov

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

February 26, 2019

RECEIVED
2019 FEB 25 PM 12:09
NYO COUNTY
ADMINISTRATION
DIRK DE WIT

TO ALL INTERESTED AND AFFECTED PARTIES

This is to provide you with a continuation of the notice of proposed regulatory actions relative to "Archery Equipment and Crossbow Regulations" in Section 354, identified in Title 14, California Code of Regulations, which appeared in the California Regulatory Notice Register on January 11, 2019.

Proposed changes to text as set forth in Notice Register 2019, No. 2-Z, remain the same, except non-substantial and substantial modifications sufficiently related to the text of the regulations as originally proposed are now shown in ~~strikeout~~ and **bold** in an amended Initial Statement of Reasons. All documents including the Amended Initial Statement of Reasons are made available on the Commission's website at <http://www.fgc.ca.gov/regulations/2019/index.aspx#354>.

The proposed amended text for Section 354 reflects stakeholder requests made via oral testimony made at the Commission's February 6, 2019 meeting requesting proposed 40 pound bows be changed to 30 pound bows.

Please note that additional information from the notice including dates of the public hearing related to this matter remain the same as in the original notice. Comments on the revised proposed regulations mailed, or emailed to the Commission office, must be received before 12:00 noon on April 12, 2019. All comments must be received no later than April 17, 2019, at the hearing in Santa Monica, California.

Sincerely,

Jon D. Snellstrom
Associate Government Program Analyst

Attachment

§ 354. Archery Equipment and Crossbow Regulations.

... [No changes to subsections (a) through (e)]

(f) No bow or crossbow may be used which will not cast a legal hunting arrow, except flu-flu arrows, a horizontal distance of 130 yards. It shall be unlawful to use any bow or crossbow without a draw weight of at least ~~40~~ 30 pounds for a bow or 125 pounds for a cross bow.

(g) Except as described in subsection 354(j), crossbows may not be used to take game birds and game mammals during archery seasons.

(h) Except as provided in subsection 353(g) of these regulations and in Section 4370 of the Fish and Game Code, archers may not possess a firearm while hunting in the field during any archery season, or while hunting during a general season under the provisions of an archery only tag. Archers may not use or possess a firearm while in the field engaged in archery hunting during an archery season or while hunting during a general season under the provisions of an archery only tag except as provided in subsections (h)(1) or (h)(2).

(1) An archer may carry a firearm capable of being concealed on his or her person while engaged in the taking of big game other than deer with a bow and arrow in accordance with subdivision (h), but shall not take or attempt to take big game with the firearm.

(2) Nothing in this section shall prohibit the lawful possession of a firearm capable of being concealed on his or her person by an active peace officer listed in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code or a retired peace officer in lawful possession of an identification certificate issued pursuant to Penal Code Section 25455 authorizing the retired officer to carry a concealed firearm.

... [No changes to subsections (i) through (k)]

Note: Authority cited: Sections 200, ~~202, 203, and 240,~~ and 265, Fish and Game Code. Reference: Sections 200, ~~202, 203, 203.1, 265, and 2005,~~ and 4370, Fish and Game Code, Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2, and Section 25455, Penal Code.