



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA). The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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

REGULAR MEETING February 28, 2023

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

Start Time

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

CLOSED SESSION

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

- 3) **Public Employment – Pursuant to Government Code §54957 – Title: Water Director Appointment.**
- 4) **Public Employment – Pursuant to Government Code §54957 – Title: Health & Human Services Director Appointment.**
- 5) **Public Employee Performance Evaluation – Pursuant to Government Code §54957 – Title: County Administrator.**

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

- 10 A.M.**
- 6) **Pledge of Allegiance**
 - 7) **Report on Closed Session as Required by Law**
 - 8) **Introductions** - The following new employees will be introduced to the Board: Holly Alpert, Deputy Water Director; Tim Moore, Senior Scientist; and Duncan Reid, Research Assistant, Water Department.
 - 9) **Public Comment**
Comments may be time-limited
 - 10) **County Department Reports**

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

- 11) **Start of Surplus Land Act Process for 605 S. Main Street, Lone Pine**
County Administrator | Meaghan McCamman

Recommended Action: Request Board approve Resolution No. 2023-06, titled, "A Resolution of the Board of Supervisors of the County of Inyo Declaring Certain County Owned Property Surplus Land Pursuant to the California Surplus Land Act," and authorize the Chairperson to sign.
- 12) **Rescission of Local Emergency Proclamation Regarding COVID-19**
Board of Supervisors | Nate Greenberg

Recommended Action: Request Board rescind Resolution No. 2020-12, approved March 17, 2020 to declare a local emergency due to COVID-19.
- 13) **Approval of Contract for Regional Broadband Coordinator**
County Administrator - Personnel | Nate Greenberg

Recommended Action: Request Board approve the contract between the County of Inyo and Scott Armstrong for the provision of professional services as the Regional Broadband Coordinator at Range 170, Step E, \$15,500 per month, effective March 2, 2023, contingent upon all appropriate signatures being obtained.

14) **Inyo County Contracts to Employ the ESCOG Executive Director of Regional Coordination**

County Administrator | Meaghan McCamman

Recommended Action: Request Board: A) approve the agreement between the Eastern Sierra Council of Governments (ESCOG) and Inyo County for the provision of executive director services as outlined in the Scope of Work, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; B) approve the job description for the Executive Director of Regional Coordination Position at Range 80 (\$78,108-\$95,016); and C) approve the contract between the County of Inyo and Elaine Kabala for provision of personal services as Executive Director of Regional Coordination at a monthly salary of \$6,509, effective March 2, 2023, and authorize the County Administrator to sign.

15) **Foley & Lardner LLP Contract Amendment**

Health & Human Services | Marilyn Mann

Recommended Action: Request Board approve Amendment No. 1 to the contract between the County of Inyo and Foley & Lardner of Los Angeles, CA, extending the term end date from January 30, 2022 to June 30, 2022, including payment for prior-year invoices in the amount of \$10,000 for legal services, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

16) **Letter of Support for the Inyo County Local Transportation Commission's Application for the Caltrans Sustainable Transportation Planning Grant**

Public Works | Justine Kokx

Recommended Action: Recommend Board approve and authorize the Chairperson to sign a Letter of Support for the Inyo County Local Transportation Commission Application for the Caltrans Sustainable Transportation Planning Grant (STBG) to develop a plan for expanding coordinated EV charging infrastructure throughout Inyo County.

17) **Letter of Support for the Big Pine Paiute Tribe's Application to the Clean Mobility Options Grant Program**

Public Works | Justine Kokx

Recommended Action: Request Board approve and authorize the Chairperson to sign a Letter of Support for the Big Pine Paiute Tribe's application to the CARB, Clean Mobility Options Voucher Pilot Program to purchase two electric shuttle buses and install transit shelters and electric vehicle charging stations.

18) **Approval of February 21, 2023 Board of Supervisors Minutes**

Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Request Board approve the minutes of the regular Board of Supervisors meeting of February 21, 2023.

REGULAR AGENDA - MORNING

19) **Inyo County/Los Angeles Standing Committee Meeting – March 2, 2023**

Water Department | Aaron Steinwand
30 minutes (10min. Presentation / 20min. Discussion)

Recommended Action: Request Board provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for March 2, 2023.

20) **Clerk-Recorder Workshop**

Clerk-Recorder | Danielle Sexton
30 minutes (20min. Presentation / 10min. Discussion)

Recommended Action: Request Board receive a presentation from the County Clerk-Recorder Office on services and current projects.

21) **Environmental Health Department Overview**

Environmental Health | Jerry Oser
30 minutes (20min. Presentation / 10min. Discussion)

Recommended Action: Request Board receive a presentation on the duties of the Environmental Health Department.

LUNCH

22) The Board will recess for lunch and reconvene for the afternoon session.

REGULAR AGENDA - AFTERNOON

23) **Health and Human Services' Aging and Social Services Division Overview**

Health & Human Services - Social Services | Marilyn Mann, Anna Scott, Darcia Blackdeer-Lent, Holly DeVincent, Morningstar Willis-Wagoner
45 (30 min. Presentation / 15min. Discussion)

Recommended Action: Receive a presentation from Health and Human Services' Aging and Social Services Division

ADDITIONAL PUBLIC COMMENT & REPORTS

24) **Public Comment**

Comments may be time-limited

25) **Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects



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DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 28, 2023

Reference ID:
2023-3520

Start of Surplus Land Act Process for 605 S. Main Street, Lone Pine County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

RECOMMENDED ACTION:

Request Board approve Resolution No. 2023-06, titled, "A Resolution of the Board of Supervisors of the County of Inyo Declaring Certain County Owned Property Surplus Land Pursuant to the California Surplus Land Act," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County of Inyo purchased property consisting of approximately .42 acres, located at 605 South Main Street, northeast of the intersection at E. Inyo St and Highway 395 in Lone Pine (APN: 005-146-07) in January, 2023 in order to facilitate the development of this unimproved, vacant lot as housing for workers and residents of Inyo County.

On October 9, 2019, Governor Newsom signed Assembly Bill 1486, which amended the Surplus Land Act ("SLA") effective January 1, 2020. This amendment changed the existing, long-standing definition of "surplus land"; providing that land shall be declared either "surplus land" or "exempt surplus land" before a local agency may take any action to sell or lease land. The SLA then provides that, prior to disposing of "surplus land," local agencies shall first offer such "surplus land" to various entities, including housing sponsors and other public agencies for the development of affordable housing and parks and open space. AB 1486 further added provisions prohibiting the County from negotiation of any disposition of the Property prior to compliance with the procedural requirements of the SLA.

Pursuant to the SLA, the first step in divesting of this property for purposes of housing requires that County staff send a written notice of availability of the Property to the all of the entities identified in Government Code section 54222, which include local public entities and housing sponsors that have notified the California Department of Housing and Community Development of their interest in surplus land for the purpose of developing low- and moderate-income housing, to any regional park authority and the State Resources Agency for open-space purposes; and to the local school district for school facilities or use.

If one of the entities/agencies receiving the notice of availability desires to purchase or lease the Property, it must notify the County of its interest to do so in writing within 60 days of receiving the County's notice, and the County and the entity/agency so responding may negotiate price and terms for

the disposition of the Property. If the County receives multiple notices of interest, the Surplus Land Act establishes priorities, with first priority given to entities that agree to use the Property for affordable housing. Finally, in the event no agreement is reached between the County and any interested entity/agency after a good faith negotiation period of 90 days, the land may be disposed of without further regard to the Surplus Land Act.

FISCAL IMPACT:

Funding Source	No funding necessary for resolution or SLA notice	Budget Unit	
Budgeted?	No	Object Code	
Recurrence			
Current Fiscal Year Impact			
The cost of compliance with the SLA is not currently known. As of the creation of this report, there are 169 entities in the list kept by HCD to which the County must send notice by e-mail. The cost to notify local public agencies will be minimal. However, depending on the number of responses to the notice of availability, County staff may need to spend multiple hours possibly negotiating with multiple entities.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to declare 605 S. Main Street, Lone Pine as Surplus Land. This would prevent the County from divesting of the land.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Draft Resolution

APPROVALS:

Meaghan McCamman	Created/Initiated - 2/15/2023
Darcy Ellis	Approved - 2/15/2023
John Vallejo	Approved - 2/15/2023
Amy Shepherd	Approved - 2/16/2023
Nate Greenberg	Approved - 2/22/2023
Meaghan McCamman	Final Approval - 2/23/2023

RESOLUTION NO. 2023 - _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF INYO, STATE OF CALIFORNIA,
DECLARING CERTAIN COUNTY OWNED PROPERTY SURPLUS LAND
PURSUANT TO THE CALIFORNIA SURPLUS LAND ACT**

WHEREAS, the COUNTY OF INYO (“County”) owns certain real property consisting of approximately .42 acres, located northeast of the intersection at E. Inyo St and Highway 395 in the unincorporated town of Lone Pine (the “Property”);

WHEREAS, the County acquired the Property in 2023 for the purpose of facilitating the development of housing for the citizens and workers of Inyo County;

WHEREAS, the Surplus Land Act, Government Code sections 54220 et seq., applies when a local agency disposes of “surplus land,” as that term is defined in Government Code section 54221;

WHEREAS, on October 9, 2019, Governor Newsom signed Assembly Bill (“AB”) 1486. AB 1486 significantly amended the Surplus Land Act effective January 1, 2020 (hereinafter the “Surplus Land Act”). These amendments included, among others, changing the previous, long-standing definitions of “surplus land” and “exempt surplus land”; providing that property shall be declared either “surplus land” or “exempt surplus land” before a local agency may take any action to dispose of it; and adding a new limitation providing that an “agency’s use” “shall not include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development” or “property disposed of for the sole purpose of investment or generation or revenue”;

WHEREAS, in order to pursue new uses for the Property, including the possible disposition through a sale or lease of the property, the County must comply with the Surplus Land Act;

WHEREAS, pursuant to the Surplus Land Act, County staff will send a written notice of availability of the property by electronic mail or by certified mail to all of the entities identified in Government Code section 54222;

WHEREAS, subject to Government Code section 54227, if one of the entities/agencies desires to purchase or lease the property after having received notice, it must indicate its interest to do so in writing within 60 days of receiving the County’s notice, and the County and the entity/agency so responding to the notice may negotiate price and terms for the disposition of the Property; and

[CONTINUED ON NEXT PAGE]

WHEREAS, pursuant to Government Code 54223, in the event no agreement is reached between the County and any interested entity/agency after a good faith negotiation period of 90 days, the Property may be disposed of without further regard to the Surplus Land Act.

NOW THEREFORE, BE IT RESOLVED BY THE INYO COUNTY BOARD OF SUPERVISORS AS FOLLOWS:

1. The foregoing recitals are hereby incorporated and adopted as the findings of the County Board of Supervisors; and
2. For purposes of compliance with the Surplus Land Act, parcel number 005-146-07 in the COUNTY OF INYO, is hereby declared non-exempt surplus land and not currently necessary for the County' use.
3. The County Administrator, or his designee, is directed to proceed with the notification and negotiation requirements of the Surplus Land Act to facilitate the possible disposition and reuse of the property.

PASSED AND ADOPTED this _____ day of _____, 2023, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

JENNIFER ROESER, Chairperson
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 28, 2023

Reference ID:
2023-3525

Rescission of Local Emergency Proclamation Regarding COVID-19 Board of Supervisors ACTION REQUIRED

ITEM SUBMITTED BY

Assistant Clerk of the Board

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Request Board rescind Resolution No. 2020-12, approved March 17, 2020 to declare a local emergency due to COVID-19.

BACKGROUND / SUMMARY / JUSTIFICATION:

On January 31, 2020 the Secretary of the U.S. Health & Human Services declared a public health emergency in response to the novel coronavirus, COVID-19. The Governor of California followed suit on March 4, 2020 proclaiming a state of emergency in California in response to COVID-19. The World Health Organization declared the pandemic to be a global health emergency on March 11, 2020, and on March 16, 2020, the Inyo County Public Health Officer declared a local health emergency based on an imminent and proximate threat of conditions of extreme peril to the safety of persons and property within Inyo County resulting from the COVID-19 coronavirus.

The Inyo County Board of Supervisors ratified the Health Officer's declaration on March 17, and, through Resolution No. 2020-12, separately proclaimed the existence of a local emergency.

Almost three years later, the California Governor announced in October 2022 that the State of Emergency for California would end on February 28, 2023, citing dramatically reduced hospitalizations and deaths due to vaccination and public health efforts as well as the existence of tools to continue fighting COVID-19 into the future. The Inyo County Public Health Officer subsequently announced in February that he is prepared to rescind his Declaration of Local Emergency as of 11:59 p.m. on Monday, February 27. He explained the County will resume with public health guidance and response efforts that align with current and future State Department of Public Health orders, as well as current and future guidance from the California Division of Occupational Safety and Health (OSHA).

Staff recommends your Board also rescind its emergency declaration, effective February 28, 2023.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to rescind Resolution No. 2020-12, however both the Governor and Inyo County Public Health Officer have both announced plans to rescind their respective COVID-19 emergency proclamations effective February 28.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel
Public Health & Prevention

ATTACHMENTS:

1. Resolution No. 2020-12
2. Governor's Rescission Announcement
3. Public Health Officer Rescission of Declaration of Local Health Emergency

APPROVALS:

Darcy Ellis	Created/Initiated - 2/23/2023
John Vallejo	Approved - 2/23/2023
Amy Shepherd	Approved - 2/23/2023
Nate Greenberg	Final Approval - 2/23/2023

RESOLUTION NO. 2020-12

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA, PROCLAIMING
THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Government Code Section 8630 authorizes the Board of Supervisors, as the governing body of the County of Inyo (“County”), to proclaim a local emergency when the County is threatened by conditions of disaster or extreme peril to the safety of persons and property within the County that are or are likely to be beyond the control of the services, personnel, equipment and facilities of the County and require the combined forces of other political subdivisions to combat; and

WHEREAS, on March 16, 2020, the County Health Officer declared a local health emergency based on an imminent and proximate threat of conditions of extreme peril to the safety of persons and property within Inyo County resulting from the COVID-19 coronavirus, which is attached as Exhibit A to this resolution and which the Board has duly ratified by separate resolution on March 17, 2020; and

WHEREAS, the Board of Supervisors hereby finds that there exists within the County conditions of disaster or extreme peril to the safety of persons and property that are beyond the control of the services, personnel, equipment, and facilities of the County, for the reasons set forth in Exhibit A..

NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED by the Board of Supervisors of the County of Inyo, State of California that a local emergency now exists throughout Inyo County, for the reasons set forth herein and as defined in Government Code section 8558 and Section 2.56.020 of the Inyo County Code; and,

BE IT FURTHER RESOLVED AND REQUESTED that the Director of the Governor’s Office of Emergency Services concur in this declaration of a local emergency; and,

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that during the existence of this local emergency, the powers, functions, and duties of the emergency organization of this County shall be those prescribed by State law, by ordinances, and resolutions, and that this emergency shall be deemed to continue to exist until duly terminated in accordance with applicable law. Further, it is directed that this emergency proclamation be forwarded to the Director of the Governor’s Office of Emergency Services and the Governor of the State of California, with a request for any and all assistance, including that available under the California Disaster Assistance Act (CDAA) and the Federal Emergency Management Agency (FEMA).

PASSED AND ADOPTED by the Board of Supervisors, County of Inyo, State of California, this 17th day of March, 2020, by the following vote:

AYES: Pucci, Tothoroh, Griffiths, Kingley


NOES:

ABSENT: Tillemans



Chairperson
INYO COUNTY BOARD OF SUPERVISORS

ATTEST: *Clint Quilter*
Clerk of the Board

by: 

Darcy Ellis, Assistant



**INYO COUNTY HEALTH & HUMAN SERVICES
PUBLIC HEALTH BRIEF**

James Richardson, M.D.
Public Health Officer, Inyo County
760-873-7868
760-920-0433

**DECLARATION OF LOCAL HEALTH EMERGENCY REGARDING THE NOVEL CORONAVIRUS
(COVID-19)**

WHEREAS, Section 101080 of the California Health and Safety Code authorizes a local health officer to declare a local health emergency in the health officer's jurisdiction, or any part thereof, when the health officer determines that there is an imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease; and

WHEREAS, a local health emergency declared by a local health officer pursuant to Section 101080 of the Health and Safety Code shall not remain in effect after seven days from the date of this proclamation unless it has been ratified by the governing authority of the local jurisdiction; and

WHEREAS, the Health Officer of the County of Inyo makes the following findings:

A novel coronavirus (named "COVID -19" by the World Health Organization) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention ("CDC") has stated that COVID-19 is a serious public health threat, based on current information. Cases of COVID -19 have been diagnosed in the United States, primarily in individuals who have traveled to other countries, but there have been cases identified of "community spread" of COVID-19 involving individuals who have not traveled overseas and who have no known connections to overseas travel. In part, the virus is considered a very serious health threat because much is unknown. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation.

The best information to date suggests that the virus is spread between people primarily via respiratory droplets produced when an infected person coughs or sneezes. Symptoms of the virus include fever, cough, and shortness of breath, and infected individuals have experienced a range of outcomes, from mild sickness to severe illness and death. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

The number of reported cases of COVID-19 has escalated dramatically over a short period of time. As of March 15, 2020, the World Health Organization has reported 167,832 confirmed cases of COVID-19, with 80,849 cases in China and the remaining 86,983 cases in 156 other countries. There have been 6,485 deaths in China due to COVID-19, and another 3,286 deaths in other countries.

According to the CDC, as of March 15, 2020, there have been 1,629 cases of COVID-19 detected, tested and confirmed in the United States (not including 49 individuals who returned to the United States from overseas), and 41 deaths.

Exhibit A

Page 1 of 2

The World Health Organization has declared the pandemic to be a global health emergency. The federal government and the State of California have also declared states of emergency.

Actions are being taken to protect public health and limit the spread of COVID-19 in the United States. The CDC recommends that travelers avoid all nonessential travel to China, Iran, most European countries, the United Kingdom, Ireland, and South Korea. State and local officials are implementing and encouraging social distancing measures, including prohibitions of non-essential large gatherings.

While there are no laboratory-confirmed cases of COVID-19 in the County of Inyo or Mono as of March 16, 2020, the Health Officer anticipates cases of COVID-19 in the Eastern Sierra in the immediate future.

WHEREAS, the Health Officer of the County of Inyo does hereby find that there is an imminent and proximate threat to public health from COVID-19 in Inyo County; and

NOW, THEREFORE, the Health Officer of the County of Inyo hereby declares that a local health emergency now exists in Inyo County.

Date: 3-16-20

Issued by: James Richardson, M.D.
James Richardson, M.D.
Inyo County Health Officer

Exhibit A

Page 2 of 2

Governor Newsom to End the COVID-19 State of Emergency

Published: Oct 17, 2022

California's pandemic response saved tens of thousands of lives, protected the economy, distributed nation-leading financial assistance and built up an unprecedented public health infrastructure

The SMARTER Plan will maintain California's operational preparedness to support communities and quickly respond to outbreaks

SACRAMENTO – Today, Governor Gavin Newsom announced that the COVID-19 State of Emergency will end on February 28, 2023, charting the path to phasing out one of the most effective and necessary tools that California has used to combat COVID-19. This timeline gives the health care system needed flexibility to handle any potential surge that may occur after the holidays in January and February, in addition to providing state and local partners the time needed to prepare for this phaseout and set themselves up for success afterwards.

With hospitalizations and deaths dramatically reduced due to the state's vaccination and public health efforts, California has the tools needed to continue fighting COVID-19 when the State of Emergency terminates at the end of February, including vaccines and boosters, testing, treatments and other mitigation measures like masking and indoor ventilation. As the State of Emergency is phased out, the SMARTER Plan continues to guide California's strategy to best protect people from COVID-19.

[SMARTER Plan progress update](#)

“Throughout the pandemic, we've been guided by the science and data – moving quickly and strategically to save lives. The State of Emergency was an effective and necessary tool that we utilized to protect our state, and we wouldn't have gotten to this point without it,” said Governor Newsom. “With the operational preparedness that we've built up and the measures that we'll continue to employ moving forward, California is ready to phase out this tool.”

To maintain California's COVID-19 laboratory testing and therapeutics treatment capacity, the Newsom Administration will be seeking two statutory changes immediately upon the Legislature's return: 1) The continued ability of nurses to

dispense COVID-19 therapeutics; and 2) The continued ability of laboratory workers to solely process COVID-19 tests.

“California’s response to the COVID-19 pandemic has prepared us for whatever comes next. As we move into this next phase, the infrastructure and processes we’ve invested in and built up will provide us the tools to manage any ups and downs in the future,” said Secretary of the California Health & Human Services Agency, Dr. Mark Ghaly. “While the threat of this virus is still real, our preparedness and collective work have helped turn this once crisis emergency into a manageable situation.”

Throughout the pandemic, Governor Newsom, the Legislature and state agencies have been guided by the science and data to best protect Californians and save lives – with a focus on those facing the greatest social and health inequities – remaining nimble to adapt mitigation efforts along the way as we learned more about COVID-19. The state’s efforts to support Californians resulted in:

- Administration of 81 million vaccinations, distribution of a billion units of PPE throughout the state and processing of 186 million tests.
- Allocation of billions of dollars to support hospitals, community organizations, frontline workers, schools and more throughout the pandemic.
- The nation’s largest stimulus programs to support people hardest hit by the pandemic – \$18.5 billion for direct payments to Californians, \$8 billion for rent relief, \$10 billion for small business grants and tax relief, \$2.8 billion to help with overdue utility bills, and more.

California’s pandemic response efforts have saved tens of thousands of lives, kept people out of the hospital and protected the economy:

- California’s [death rate](#) is the lowest amongst large states. If California had Texas’ death rate, 27,000 more people would have died here. If California had Florida’s rate, that figure jumps to approximately 56,000 more deaths.
- In only the first ten months of vaccines being available, a study showed that California’s efforts [saved 20,000 lives](#), kept 73,000 people out of the hospital and prevented 1.5 million infections.
- California’s actions during the pandemic protected the economy and the state continues to lead the nation in creating jobs and new business starts:
 - [“‘Lockdown’ states like California did better economically than ‘looser’ states like Florida, new COVID data shows,”](#) with **California’s economy**

having contracted less than such states – economic output shrank 3.5% on average for the U.S., compared with 2.8% for California.

- Since February 2021, **California has created 1,628,300 new jobs** – over 16% of the nation’s jobs, by far more than any other state. By comparison, Texas created 1,133,200 jobs (11.3% of the nation’s) and Florida created 787,600 jobs (7.9% of the nation’s) in that same timeframe.
- Since the beginning of 2019, data from the [Bureau of Labor Statistics](#) shows that **over 569,000 businesses started in California**, by far more than any other state.

**RECISSION OF MARCH 16, 2020 DECLARATION OF
LOCAL HEALTH EMERGENCY
REGARDING THE NOVEL CORONAVIRUS (COVID-19)
– Effective: Monday, February 27, 2023 As Of 11:59 Pm –**

English - INYO COUNTY, CA, February 6, 2023 –

WHEREAS, on January 31, 2020, the Secretary of Health & Human Services (HHS) declared a public health emergency, under section 319 of the Public Health Service Act (42 U.S.C. 247d) in response to the novel coronavirus (COVID-19); and

WHEREAS, on March 4, 2020, the Governor of the State of California, in accordance with the authority vested by the State Constitution and statutes, including the California Emergency Services Act, and Government Code Section 8625, proclaimed a State of Emergency in California in response to COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization announced that the COVID-19 outbreak met characterizations to be declared a worldwide pandemic; and

WHEREAS, on March 16, 2020, the Inyo County Health Officer, declared a local health emergency regarding COVID-19 under California Health and Safety Code Section 101080; and

WHEREAS, the Federal Government, along with State and Local governments, undertook preventive and proactive measures to slow the spread of the virus and treat those affected, including the release of policies and orders to accelerate and streamline the acquisition of personal protective equipment, surge supplies and resources, and bringing new diagnostic capabilities to laboratories; and

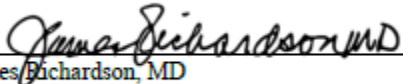
WHEREAS, based on current pandemic metrics and available mitigation resources, the Inyo County Health Officer is prepared to rescind the March 16, 2020 Declaration of Local Emergency as of 11:59 p.m. on Monday, February 27, 2023, and resume public health guidance and response efforts that align with current and future State Department of Public Health orders, as well as current and future guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA); and

WHEREAS, the Governor of the State of California, has announced a plan to declare an end to the California COVID-19 State of Emergency on Tuesday, February 28, 2023, and resume public health guidance and response efforts that align with current and future federal Health & Human

Services and Centers for Disease Control & Prevention (CDC) guidance and requirements; and

WHEREAS, the President of the United States, has announced the intent to end the national emergency and public health emergency declarations on Thursday, May 11, 2023, related to the COVID-19 pandemic; and

NOW, THEREFORE, THE HEALTH OFFICER OF THE COUNTY OF INYO DECLARES that the Local Health Emergency issued March 16, 2020 shall end as Monday, February 27, 2023, at 11:59 pm.



James Richardson, MD
Health Officer

February 6, 2023
Date



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 28, 2023

Reference ID:
2023-3538

Approval of Contract for Regional Broadband Coordinator County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Request Board A) approve the contract between the County of Inyo and Scott Armstrong for the provision of professional services as the Regional Broadband Coordinator at Range 170, Step E, \$15,500 per month, effective March 2, 2023, and authorize the County Administrator to sign, contingent upon all appropriate signatures being obtained, and B) approve the job description for the Regional Broadband Coordinator.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County, the City of Bishop, Mono County, and the Town of Mammoth Lakes, work collaboratively through the Eastern Sierra Council of Governments (ESCOG). Together, these entities have committed to developing a regional view around the common issues of recreation, air service, and technology (specifically, broadband) as a way to bolster our local economies and improve our quality of life.

Recognizing that broadband is the necessary foundation for the Eastern Sierra's economy and quality of life – including the support of emergency services, telemedicine, education, professional services, manufacturing, and tourism – local governments within Inyo and Mono counties have undertaken a variety of initiatives to promote the deployment and adoption of broadband infrastructure.

The previous incarnation of the Inyo Mono Broadband Consortium (IMBC), which was largely focused on broadband awareness and adoption, concluded in 2019. While broadband remained a priority for each of the agencies, the passing of SB 156 and AB 164, further renewed our commitment – despite a lack of staffing to support the necessary work to move our individual initiatives forward. CPUC Decision 22-05-029 presents a unique opportunity to restart the IMBC to focus on closing the broadband gaps and resolving challenges identified long ago. This will be accomplished by leveraging Consortia Grant Account money to hire a Regional Broadband Coordinator who will assist with developing new broadband projects in the region.

More broadly, it is the intent of the IMBC to leverage the Consortia Grant Account funding along with Local Area Technical Assistance (LATA) and infrastructure funding to understand, design, and construct projects. The Regional Broadband Coordinator would work with agencies to better understand broadband gaps, conceptualize new projects, and collaborate with interested providers to seek out grant funding to construct them. LATA funding would be leveraged to cover the costs associated with

developing detailed engineering and performing environmental analysis as required by CEQA/NEPA with the goal of getting projects “shovel ready.” By leveraging money from the Federal Funding Account allocations to counties along with the California Advanced Services Funds (CASF) Infrastructure Account, it is our hope to achieve the ultimate vision of the IMBC: To develop and implement strategies which deliver costeffective, gigabit (plus) broadband connectivity to every household and business in the Eastern Sierra.

FISCAL IMPACT:

Funding Source	Grant Funding - IMBC and LATA	Budget Unit	612300 IMBC 612200 LATA
Budgeted?	Yes	Object Code	Salary and Benefits object codes
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
There is sufficient grant funding in the current fiscal year to cover the associated costs of the salaries and benefits			
Future Fiscal Year Impacts			
The grants are multi-year grants and will cover most of the salaries and benefits for this position. Additional funding will need to be allocated to cover the portions not covered by these grants.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

If this contract is not approved, the County would go back to the Eastern Sierra Council of Governments Board and consider other alternatives.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Eastern Sierra Council of Governments, City of Bishop, Mono County, Town of Mammoth Lakes

ATTACHMENTS:

1. Regional Broadband Coordinator - Job Description
2. Regional Broadband Coordinator Contract

APPROVALS:

Darcy Ellis	Created/Initiated - 2/23/2023
Keri Oney	Approved - 2/23/2023
Scott Armstrong	Approved - 2/23/2023
Denelle Carrington	Approved - 2/23/2023
John Vallejo	Approved - 2/23/2023
Amy Shepherd	Approved - 2/23/2023
Nate Greenberg	Final Approval - 2/23/2023

REGIONAL BROADBAND COORDINATOR

DEFINITION:

Under direction from the County Administrative Officer, this position will be the primary individual responsible for executing the vision of the Inyo-Mono Broadband Consortium (IMBC). The Regional Broadband Coordinator would work with agencies to better understand broadband gaps, conceptualize new projects, and collaborate with interested providers to seek out grant funding to construct them. The Regional Broadband Coordinator is expected to help achieve the ultimate vision of the IMBC: To develop and implement strategies which deliver cost effective, gigabit (plus) broadband connectivity to every household and business in the Eastern Sierra.

ESSENTIAL JOB DUTIES:

- Serve as Regional Project Manager, overseeing agency broadband projects and interests.
- Perform broadband expansion related grant administration activities as required by various funding opportunities.
- Maintain awareness and understanding of funding available through state and federal legislation.
- Assist with communicating needs and opportunities pursuant to various pieces of broadband funding.
- Review existing broadband strategic plans for agencies; update as appropriate and necessary.
- Coordinate and assist with regional broadband strategic planning efforts.
- Work with agency staff and other stakeholders to develop initial projects for each of the high priority focus areas.
- Assist with development of environmental and detailed engineering plans for each focus area.
- Research and employ additional funding sources to complete necessary prep work.
- Collaborate with agency staff to ensure proper resources exist, policies established, and critical decision points understood.
- Maintain understanding of Digital 395 and associated ISPs relative to existing and new last-mile projects.
- Work with Providers and other industry players to develop and execute projects.
- Conduct public engagement and outreach, presentations to the Boards/Councils.
- Update websites; manage grant and project documents and information.
- Maintain relevant data and records for the overseeing agency.
- Organize and make available information for the public via appropriate websites.
- Support and oversee local agency infrastructure project development and approval efforts.
- Prepare documents and reports as needed for reporting to State and federal granting organizations.
- Coordinate broadband-related economic development projects and activities.

EMPLOYMENT STANDARDS:

Education:

Bachelor's degree from an accredited college or university with major coursework in a technology-related field.

Experience:

5 years of experience in project management and leadership with a thorough understanding of networks and broadband internet service deployment.

Knowledge of:

- Principles and practices related to broadband.
- Network engineering and design.
- Telecommunications networks.
- Broadband infrastructure, including wired, wireless, and satellite solutions.
- Guidelines, regulations, and standards for Broadband development.
- Project Management principles.
- Grant administration and management.
- Inyo and Mono Counties and an understanding of local government.

Ability to:

- Remain up to date on the changing broadband landscape.
- Work collaboratively with internal and external partners and stakeholders.
- Communicate effectively both written and verbally.
- Create effective presentations to communicate information to partners and stakeholders.

Special Requirements: Must possess or obtain by appointment date a valid operator's license issued by the State Department of Motor Vehicles; must be capable of passing a California Department of Justice "Criminal Justice System Employee" background check prior to assuming duties.

**AGREEMENT BETWEEN COUNTY OF INYO
AND SCOTT ARMSTRONG
FOR THE PROVISION OF PERSONAL SERVICES
AS REGIONAL BROADBAND COORDINATOR
INTRODUCTION**

WHEREAS, SCOTT ARMSTRONG (hereinafter referred to as "Regional Broadband Coordinator") has been or will be duly appointed as Regional Broadband Coordinator for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Regional Broadband Coordinator shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Regional Broadband Coordinator will report directly to and shall work under the direction of the County Administrative Officer. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from March 2, 2023 until terminated as provided below.

4. CONSIDERATION.

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

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

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

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

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Regional Broadband Coordinator to provide the services and work described in Attachment A must be procured by Regional Broadband Coordinator and be valid at the time Regional Broadband Coordinator enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Regional Broadband Coordinator must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Regional Broadband Coordinator will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Regional Broadband Coordinator and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Regional Broadband Coordinator with such supplies, reference materials, and telephone service as is deemed necessary by the County for Regional Broadband Coordinator to provide the services identified in Attachment A to this Agreement. County intends for this position to primarily be a remote-work position performed within the State of California, but may from time to time provide temporary desk space within County offices for the Regional Broadband Coordinator.

8. COUNTY PROPERTY.

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

B. Products of Regional Broadband Coordinator's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video

tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result or product of, Regional Broadband Coordinator's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Regional Broadband Coordinator will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

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

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION

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

Notwithstanding the above, this Agreement shall terminate on 1/31/2026 unless County provides Regional Broadband Coordinator written notice that this Agreement shall be extended. Such extension shall be to a date specified.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Regional Broadband Coordinator agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Regional Broadband Coordinator agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the

County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Regional Broadband Coordinator only as allowed by law.

15. CONFLICTS.

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

16. POST AGREEMENT COVENANT.

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

17. AMENDMENT.

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

18. NOTICE.

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

County of Inyo

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

Regional Broadband Coordinator

<u>SCOTT ARMSTRONG</u>	Name
<u>736 West Pine Street</u>	Mailing Address
<u>Bishop, CA 93514</u>	City and State

29. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND SCOTT ARMSTRONG
FOR THE PROVISION OF PERSONAL SERVICES
AS REGIONAL BROADBAND COORDINATOR**

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

COUNTY OF INYO

REGIONAL BROADBAND COORDINATOR

By: _____

By: _____
Print or Type Name

Dated: _____

Signature

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND SCOTT ARMSTRONG
FOR THE PROVISION OF PERSONAL SERVICES
AS REGIONAL BROADBAND COORDINATOR**

TERM:

FROM: MARCH 2, 2023 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Regional Broadband Coordinator shall perform the duties and responsibilities as identified in the job description for Regional Broadband Coordinator incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND SCOTT ARMSTRONG
FOR THE PROVISION OF PERSONAL SERVICES
AS REGIONAL BROADBAND COORDINATOR**

TERM:

FROM: MARCH 2, 2023 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Regional Broadband Coordinator shall be compensated at Range 170, Step E and be paid \$15,500 per month and shall be paid every two weeks on County paydays.
2. The County Administrative Officer will review Regional Broadband Coordinator performance annually.
3. Except as otherwise provided in this contract, Regional Broadband Coordinator shall be compensated and receive benefits according to Inyo County Resolution Number 2021-38 or a successor resolution applicable to Management Employees.
4. Regional Broadband Coordinator is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value. For the first fiscal year of this Agreement, Regional Broadband Coordinator shall have his current balance of administrative hours, if any, roll over from his current position into this Regional Broadband Coordinator position. Any other expiring leave shall be similarly rolled over.
5. County will provide A \$250 per month vehicle allowance. Regional Broadband Coordinator understands that this vehicle allowance will be treated as taxable income as required by applicable law.
6. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND SCOTT ARMSTRONG
FOR THE PROVISION OF PERSONAL SERVICES
AS REGIONAL BROADBAND COORDINATOR**

TERM:

FROM: MARCH 2, 2023 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

\\\\\\ NOTHING FOLLOWS\\\\\\



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 28, 2023

Reference ID:
2023-3539

Inyo County Contract to Employ the Executive Director of Regional Coordination

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

RECOMMENDED ACTION:

Request Board: A) approve the agreement between the Eastern Sierra Council of Governments (ESCOG) and Inyo County for the provision of executive director services as outlined in the Scope of Work, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; B) approve the job description for the Executive Director of Regional Coordination Position at Range 80 (\$78,108-\$95,016); and C) approve the contract between the County of Inyo and Elaine Kabala for provision of personal services as Executive Director of Regional Coordination at a monthly salary of \$6,509, effective March 2, 2023, and authorize the County Administrator to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Eastern Sierra Council of Governments (ESCOG) seeks to employ a full-time executive director through a contract with a member jurisdiction. To support ESCOG in fulfilling this goal, Inyo County has offered to employ staff to provide full-time executive director services to ESCOG through a contractual agreement. This agenda item includes the ESCOG agreement with Inyo County, which includes the specific qualifications of the staff who will provide executive director services, specific duties to be performed, reporting structure, and payment terms. This agenda item also includes a job description for the newly created Inyo County position of "Executive Director of Regional Coordination," and includes an employment contract between Inyo County and Elaine Kabala to serve in this role.

Under this agreement, ESCOG will reimburse Inyo County for any costs associated with the employment of the Executive Director of Regional Coordination and their performance of ESCOG-related work. The contract with ESCOG and the County, and the contract between the County and Elaine Kabala for personal services are at-will contracts and can be terminated by either party.

FISCAL IMPACT:

Funding Source	ESCOG - No County budget impact expected	Budget Unit	
Budgeted?	No	Object Code	
Recurrence			

Current Fiscal Year Impact

The cost to the County to employ the Executive Director of Regional Coordination will be paid by ESCOG, through a \$25,000 up front payment and quarterly billing for all costs associated with the position.

Future Fiscal Year Impacts

No impact to County budget expected in the future

Additional Information**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could decide not to approve the contract with ESCOG, the job description, or the employment contract with Elaine Kabala. This is not recommended, as it would require the ESCOG to seek another jurisdiction to house the executive director, causing additional delay and expense in the ESCOG's attempts to bring on a full time executive director to forward their important work in the Eastern Sierra.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. EDRC Employment Contract
2. Executive Director of Regional Coordination - Job Description
3. Executive Director Services Contract - Inyo ESCOG - FINAL

APPROVALS:

Meaghan McCamman	Created/Initiated - 2/22/2023
Darcy Ellis	Approved - 2/23/2023
Keri Oney	Approved - 2/23/2023
John Vallejo	Approved - 2/23/2023
Amy Shepherd	Approved - 2/23/2023
Nate Greenberg	Approved - 2/23/2023
Meaghan McCamman	New -

**AGREEMENT BETWEEN COUNTY OF INYO
AND ELAINE KABALA
FOR THE PROVISION OF PERSONAL SERVICES
AS EXECUTIVE DIRECTOR OF REGIONAL COORDINATION**

INTRODUCTION

WHEREAS, ELAINE KABALA (hereinafter referred to as the "EDRC") will hereby be duly appointed as the Executive Director of Regional Coordination for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. ADMINISTRATION OF CONTRACT.

The EDRC will report directly to and shall work under the direction of the County Administrative Officer. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from March 2, 2023 until terminated as provided below.

4. CONSIDERATION.

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

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

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

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

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for The EDRC to provide the services and work described in Attachment A must be procured by The EDRC and be valid at the time the EDRC enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, the EDRC must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. The EDRC will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between The EDRC and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide The EDRC with such supplies, reference materials, and telephone service as is deemed necessary by the County for The EDRC to provide the services identified in Attachment A to this Agreement. County intends for this position to primarily be a remote-work position performed within the State of California, but may from time to time provide temporary desk space within County offices for the the EDRC.

8. COUNTY PROPERTY

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

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

9. WORKERS' COMPENSATION.

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

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION

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

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

The EDRC agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

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

15. CONFLICTS.

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

16. POST AGREEMENT COVENANT.

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

party in litigation with the County, and concerning such, the EDRC by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. AMENDMENT.

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

18. NOTICE.

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

County of Inyo

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

Executive Director of Regional Coordination

<u>ELAINE KABALA</u>	Name
<u>860 Starlite Drive</u>	Mailing Address
<u>Bishop, CA 93514</u>	City and State

29. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND ELAINE KABALA
FOR THE PROVISION OF PERSONAL SERVICES
AS EXECUTIVE DIRECTOR OF REGIONAL COORDINATION**

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

COUNTY OF INYO

Executive Director of Regional Services

By: _____

By: _____
Print or Type Name

Dated: _____

Signature

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND ELAINE KABALA
FOR THE PROVISION OF PERSONAL SERVICES
AS EXECUTIVE DIRECTOR OF REGIONAL COORDINATION**

SCOPE OF WORK:

Upon commencing employment, the EDRC shall perform the duties and responsibilities as identified in the job description for the EDRC incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ELAINE KABALA
FOR THE PROVISION OF PERSONAL SERVICES
AS EXECUTIVE DIRECTOR OF REGIONAL COORDINATION**

SCHEDULE OF FEES:

1. After commencing employment, the EDRC shall be compensated at Range 80, Step A and be paid \$6,509 per month and shall be paid every two weeks on County paydays and be eligible for Merit Advancement as outlined in the Personnel Rules and Regulations.
2. The County Administrative Officer will review the EDRC performance annually.
3. Except as otherwise provided in this contract, the EDRC shall be compensated and receive benefits according to Inyo County Resolution Number 2021-38 or a successor resolution applicable to Management Employees.
4. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND ELAINE KABALA
FOR THE PROVISION OF PERSONAL SERVICES
AS EXECUTIVE DIRECTOR OF REGIONAL COORDINATION**

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

\\\\\\ NOTHING FOLLOWS\\\\\\

Executive Director of Regional Coordination

DEFINITION: Under the oversight of the Eastern Sierra Council of Governments (ESCOG) Board and under the supervision of the Inyo County Administrative Officer, initiates, organizes, directs, and administers the design, development, implementation, and on-going management of ESCOG programs; supports the design and development of programs among subcontractors and partner agencies and community partners; serves as an executive team member; provides proactive and positive leadership and support to ESCOG staff, the ESCOG Board, partner agencies, and contractors.

ESSENTIAL JOB DUTIES:

- Plans, directs, and administers the implementation and on-going management of multiple ESCOG programs in a cost effective and efficient manner.
- Facilitates and provides positive leadership to project team and ESCOG Board.
- Directs, coordinates, and monitors the development of designated programs' work plans, priorities, and evaluation criteria.
- Assigns work activities, projects, and teams.
- Performs the most critical and sensitive professional representation, facilitation, and negotiation tasks; monitors and evaluates work in progress and at completion to ensure compliance with program and project criteria.
- Identifies goals, objectives, priorities, and activities to be accomplished consistent with ESCOG Board direction.
- Develops strategies for the successful achievement of those goals, objectives, and priorities.
- Directs and coordinates the implementation of accepted strategies and plans.
- Identifies and develops new and/or modified programs that would promote and enhance the mission, goals, and objectives of the ESCOG.
- Initiates, oversees, and participates in the necessary research and analysis to justify the appropriateness of implementing the proposed program/project.
- Represents ESCOG with the State, local partners, the community and outside organizations.

EMPLOYMENT STANDARDS:

Experience: At least five (5) years of progressively responsible professional experience including at least three (3) years of administrative and management responsibility.

Education: A bachelor's degree or higher with emphasis in land use and planning, economic development, and/or business/public administration is preferred. However, up to two (2) years of additional relevant experience (beyond the 5-year minimum) may be substituted for up to two (2) years of education.

Knowledge of: Advanced principles and practices of leadership, motivation, team building, and conflict resolution. Standard and accepted organizational and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs. Advanced principles and practices of organizational administration and personnel management.

Ability to: On a continuous basis, receive and understand budget and technical reports; interpret and evaluate staff reports; know laws, regulations, and codes; observe performance and evaluate staff; problem solve department related issues; remember various rules; and explain and interpret policy. Plan, organize, direct, coordinate, and evaluate the activities of subcontractors, professional, technical, and clerical staff involved in complex and comprehensive program delivery. Develop and implement department/division policies, procedures, and systems. Gain cooperation through discussion and persuasion. Successfully develop, control, and monitor multiple programmatic budgets and expenditures. Analyze problems, identify alternative solutions and project consequences of proposed actions and implement recommendations in support of goals. Interpret and apply policies, procedures, rules, and regulations in an effective manner. Communicate clearly and concisely, both orally and in writing using appropriate language and grammar. Supervise, train, and evaluate assigned personnel. Work with various cultural and ethnic groups in a tactful and effective manner. Plan, organize, and schedule priorities for self and others in an effective and timely manner. Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others. Establish and maintain effective working relationships with those contracted in the performance of assigned duties.

Special requirements: Must possess or obtain by appointment date a valid operator's license issued by the State Department of Motor Vehicles.

**AGREEMENT REGARDING EXECUTIVE DIRECTOR SERVICES TO BE
PROVIDED BY INYO COUNTY TO THE
EASTERN SIERRA COUNCIL OF GOVERNMENTS JOINT POWERS AUTHORITY**

This Agreement is entered into by and between the Eastern Sierra Council of Governments Joint Powers Authority (“ESCOG”) and the County of Inyo, a political subdivision of the State of California (“the County”).

Recitals:

A. Section 3.03 of the Joint Powers Agreement Establishing the Eastern Sierra Council of Governments provides that ESCOG may “contract for any services judged by the ESCOG to be necessary or convenient for carrying out its purposes and to pay the costs of such services.” Section 3.03 further provides that ESCOG may contract with an ESCOG member to obtain such services.

B. ESCOG and the County wish to enter into a contract to permit an employee or employees of the County to provide executive director services to ESCOG as spelled out below. ESCOG and the County further wish to set out the compensation to be provided to the County in return for the provision of executive director services.

Terms and Conditions:

The parties hereto agree as follows:

1. The County shall provide an employee or employees who can perform the executive director services for ESCOG that are outlined in the Scope of Work, which is attached hereto as Exhibit A. Requests by ESCOG to the County to perform under the Agreement will be made by the ESCOG Board of Directors, and shall be directed to Elaine Kabala on behalf of the County (or such other individual as may be designated by the County). The parties agree that Elaine Kabala (or such other individual as may be designated by the County) shall be titular Executive Director of ESCOG for any purposes where it is necessary for an individual person to act as the Executive Director of ESCOG in order to perform the services and work set forth in Exhibit A.

2. Any employee assigned by the County to provide the services outlined in Exhibit A shall meet the following minimum qualifications:

- a. At least five (5) years of progressively responsible professional experience including at least three (3) years of administrative and management responsibility.
- b. A bachelor’s degree or higher with emphasis in land use and planning, economic development, and/or business/public administration. Up to two (2) years of additional relevant experience (beyond the 5-year minimum) may be substituted for up to two (2) years of education.

3. As compensation for the provision of the services spelled out in Exhibit A, ESCOG shall pay the County as follows:

- a. ESCOG shall make an initial payment to the County in the amount of \$25,000 upon the execution of the contract.
- b. ESCOG shall make recurring payments for the life of the contract to the County on January 1, March 1, June 1, and September 1 of each year in the amount equal to all of the following:
 - i. The cost incurred by Inyo County for the salary and benefits provided to the Executive Director of Regional Coordination (“EDRC”) during the preceding quarter; and
 - ii. Actual travel expenses incurred by the Executive Director of Regional Coordination during the preceding quarter; and
 - iii. A fixed contract administration fee in the amount of 15% of item 3(b)(i).
- c. It is understood by and between the parties that the EDRC may spend time on tasks that are not related to ESCOG. Should this occur within a given quarter, the County shall track how the EDRC spends his/her time and shall reduce the invoice to ESCOG in an amount proportional to the time that the EDRC spends on non-ESCOG tasks.
- d. ESCOG and the County recognize that, as a member of ESCOG, the County is obligated to make an annual payment to ESCOG pursuant to section 5.01 of the ESCOG JPA Agreement. The County and ESCOG agree that ESCOG may offset any money due to the County pursuant to this contract by the amount of the County’s annual contribution to ESCOG under the JPA Agreement.
- e. The total sum of all payments made by ESCOG to the County for services and work performed under this Agreement shall not exceed \$150,000 for the first year of the contract (the “not-to-exceed amount”). For each subsequent year of the contract, the not-to-exceed amount shall be calculated as the previous year’s not-to-exceed amount, plus 5%.

4. Inyo County shall provide the office space, supplies, equipment, reference materials, and telephone / internet service as is necessary for any County employee performing the services identified in Exhibit A. ESCOG is not obligated to reimburse or pay the County for any expense or cost incurred by the County in procuring or maintaining such items.

5. The Parties understand and agree that the costs that the County incurs to employ an EDRC—and therefore the costs that ESCOG is obligated to pay the County—will fluctuate over time. By way of example only, the EDRC may receive merit or cost of living wage increases over the life of the contract, or the County may employ different individuals whose different experience merits different base salaries over the life of the contract. While the County shall have the sole authority to set the compensation and benefits and dictate the terms and conditions of employment for the EDRC, the County shall endeavor to inform ESCOG’s fiscal staff of any anticipated changes to the costs associated with the County’s employment of an EDRC as soon as the County becomes aware of anticipated changes.

6. The County shall send invoices for services to ESCOG in care of its fiscal staff or such other individual as ESCOG may designate, on the dates listed in section 3(b). Invoices shall be itemized to describe the costs incurred by the County. ESCOG shall pay invoices within 30 days of receipt.

7. This Agreement shall remain in full force and effect until terminated by any party, without cause, by supplying 30 days' written notice of termination to the other party. Either party may also terminate this agreement at any time due to the other party's failure to perform its obligations under the contract, through oral or written notice to the other party (effective immediately).

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

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

Execution:

This Agreement shall be deemed entered into as of February 10, 2023, regardless of when actually approved or executed by the parties hereto.

EASTERN SIERRA COUNCIL OF GOVERNMENTS, a joint powers authority	INYO COUNTY, a political subdivision of the State of California
By: _____	By: _____
John Wentworth, Chair ESCOG Board of Directors	Jennifer Roeser, Chairperson Inyo County Board of Supervisors
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____
ESCOG Counsel	County Counsel

Exhibit A

Scope of Work

Executive Director Services

The Executive Director will be responsible for overseeing and implementation the strategic direction the Eastern Sierra Council of Governments (ESCOG) at the direction of the ESCOG Board. This individual will be responsible for developing, implementing, and managing strategies that advance regional priorities related to the regional sustainable recreation economy, ecosystem management objectives, economic development initiatives, broadband expansion and adoption, and other matters as identified by the ESCOG Board, and member agencies.

Key roles and responsibilities for the Executive Director include:

- Developing and implementing the ESCOG’s strategic plan, with a focus on supporting the Sustainable Recreation and Ecosystem Management Program (SREMP), the Inyo Mono Broadband Consortium (IMBC), and the Community Economic Resiliency Fund (CERF) Pilot Program.
- Building and maintaining strong relationships with member agencies and other stakeholders to facilitate collaboration and coordination on regional planning and economic development initiatives.
- Serving as the primary spokesperson for the ESCOG, representing the organization at meetings, conferences, and other events.
- Providing leadership and guidance to ESCOG staff, including setting goals and priorities, managing budgets, and providing support and resources to ensure the successful implementation of the ESCOG’s initiatives.
- Working with member agencies and other partners to identify and secure funding for regional planning and economic development projects, including grants, loans, and other financial resources.
- Analyzing data and other information to identify trends, opportunities, and challenges related to regional planning and economic development, and using this information to inform the ESCOG’s strategic decisions and actions.

The Executive Director will provide the following services:

1. Executive and Administrative services consisting of
 - a. Providing oversight of all relevant and necessary activities supporting the Eastern Sierra Council of Governments (ESCOG) through oral and written communication;
 - b. Ensuring high quality management and staff support of ESCOG meetings, including managing agenda preparation, coordinating with all interested parties and their legal counsel, to running and overseeing ESCOG meetings;
 - c. Coordinating with ESCOG member staff and committee representatives on staff reports or other business;

- d. Lead ESCOG through periodic budget assessments and budget reviews, incorporating short term and long-range planning.
 - e. Manage and provide executive oversight on ESCOG project expenditures.
- 2. Grant writing services consisting of:
 - a. Identification, research, and reporting of State, Federal and non-profit grant opportunities that align with ESCOG goals and priorities;
 - b. Grant coordination activities that may be required to qualify for various grants, such as public outreach, noticing or other requirements;
 - c. Grant writing and submission;
 - d. Coordination with each jurisdiction of the ESCOG if required;
 - e. Grant management and administration upon award.
- 3. Research and reporting to the Board on current regional programs for the ESCOG to engage with including those identified as priorities for the ESCOG such as/but not limited to:
 - a. The Sustainable Recreation and Ecosystem Management Program (SREMP), including implementation of the Sustainable Recreation and Tourism Initiative (SRTI)
 - b. The Inyo Mono Broadband Consortium (IMBC),
 - c. The Community Economic Resiliency Fund (CERF) Pilot Program.
- 4. Assistance, as needed or required, to establish infrastructure for ESCOG to be a self-sustaining organization for regional community and economic development, such as identification of grant opportunities for planning and economic development initiatives, including housing, transportation, and broadband services.



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 28, 2023

Reference ID:
2023-3500

Foley & Lardner LLP Contract Amendment Health & Human Services ACTION REQUIRED

ITEM SUBMITTED BY

Stephanie Tanksley, Administrative Analyst

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Foley & Lardner of Los Angeles, CA, extending the term end date from January 30, 2022 to June 30, 2022, including payment for prior-year invoices in the amount of \$10,000 for legal services, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

This request is coming before the Board to extend the contract term and pay an invoice from the past fiscal year. The County was awarded a planning grant through the County Medical Services Program CMSP for Local Indigent Care Needs. Part of the planning grant required the development of a lease agreement between Southern Inyo Healthcare District (SIHD) and Toiyabe for a mobile clinic that would be used during the implementation grant in fiscal year 22-23. Contract management was disrupted during a transition and vacancy in the HHS Assistant Director role, which resulted in the contract extension not being processed in a timely manner. The contractor held invoicing to ensure no additional modifications to the lease agreement were needed, and did not submit a final invoice until December 2023, at which time the Department discovered the need to extend the contract term.

FISCAL IMPACT:

Funding	County Medical Service Program Grant	Budget Unit	045100
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
Monies are in a trust to reimburse this expense.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this request, which would result in an outstanding balance of services already rendered.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Foley & Lardner Contract Amendment No. 1
2. Foley & Lardner Invoice 2022

APPROVALS:

Stephanie Tanksley	Created/Initiated - 2/8/2023
Darcy Ellis	Approved - 2/8/2023
Melissa Best-Baker	Approved - 2/8/2023
Anna Scott	Approved - 2/8/2023
Marilyn Mann	Approved - 2/9/2023
Stephanie Tanksley	Approved - 2/9/2023
John Vallejo	Approved - 2/9/2023
Amy Shepherd	Approved - 2/9/2023
Marilyn Mann	Final Approval - 2/9/2023

**AMENDMENT NUMBER _____ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and _____, of _____ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated _____, on County of Inyo Standard Contract No. _____, for the term from _____ to _____.

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

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

County and Contractor hereby amend such Agreement as follows:

The effective date of this Amendment to the Agreement is _____.

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

**AMENDMENT NUMBER _____ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND**

FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Grace Chuchla

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



FOLEY & LARDNER LLP
555 SOUTH FLOWER STREET
SUITE 3300
LOS ANGELES, CALIFORNIA 90071-2418
TELEPHONE (213) 972-4500
FACSIMILE (213) 486-0065
WWW.FOLEY.COM

Inyo County Department of Health and Human Services
1360 N. Main St. Suite 269
Bishop, CA 93514

Date: December 13, 2022
Invoice No.: 50530732
Our Ref. No.: 131073-0101

In view of our fiscal year end, it would be appreciated if you could remit payment by January 30, 2023.

Remittance Advice

Re: Mobile Clinic

Current Invoice:

12/13/22 - 50530732	\$10,000.00
Total Amount Due:	\$10,000.00

Please mail check payments to:

Foley & Lardner LLP
P.O. Box 78470
Milwaukee, WI 53278-8470

Foley & Lardner LLP's preferred payment method is ACH (CTX or CCD+ transmission) with invoice number(s) included in the addenda of the ACH.

Please send electronic payment remittance advice and questions to accountsreceivable@foley.com.

Foley & Lardner LLP
U.S. Bank, NA
777 E. Wisconsin Ave.
Milwaukee, WI 53202
ABA No.: 075000022
Acct No.: 112031389
Swift Code: USBKUS44IMT
(foreign wires only)



FOLEY & LARDNER LLP
555 SOUTH FLOWER STREET
SUITE 3300
LOS ANGELES, CALIFORNIA 90071-2418
TELEPHONE (213) 972-4500
FACSIMILE (213) 486-0065
WWW.FOLEY.COM

Inyo County Department of Health and Human Services
1360 N. Main St. Suite 269
Bishop, CA 93514

Date: December 13, 2022
Invoice No.: 50530732
Our Ref. No.: 131073-0101

In view of our fiscal year end, it would be appreciated if you could remit payment by January 30, 2023.

Services through November 30, 2022

Amount due for professional services rendered regarding Mobile Clinic	\$10,000.00
--	-------------

Total Amount Due:	\$10,000.00
--------------------------	--------------------

Please reference your invoice number 50530732 with your remittance payable to Foley & Lardner LLP. Payment is due promptly upon receipt of our invoice.

Federal Employer Number:
39-0473800

Professional Services Detail

02/04/22	ASH	Review email summary of requested terms for mobile clinic lease.	0.50
02/07/22	ASH	Identify questions for client and next steps in drafting of mobile van documents.	0.30
02/07/22	TAN	Review client email regarding provisions for inclusion in mobile van contract; call with A. Shankar regarding same.	0.60
02/17/22	TAN	Begin drafting mobile van lease agreement.	1.70
02/24/22	TAN	Finish drafting mobile van clinic lease.	2.20
03/13/22	ASH	Review and comment on draft of Lease Agreement.	1.20
03/17/22	TAN	Revise Inyo mobile clinic lease agreement.	2.30
03/23/22	ASH	Review and revise lease agreement.	1.90
03/24/22	ASH	Review and finalize draft of Agreement.	1.80
03/24/22	TAN	Call with A. Shankar regarding revisions to Inyo mobile lease agreement; further revise mobile lease agreement.	1.50
06/23/22	ASH	Outreach to Inyo County and attention to status of agreement.	0.10
		Hours Total:	14.10


12/30/22



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 28, 2023

Reference ID:
2023-3505

Letter of Support for the Inyo County Local Transportation Commission's Application for the Caltrans Sustainable Transportation Planning Grant

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Justine Kokx, Transportation Planner

ITEM PRESENTED BY

Justine Kokx, Transportation Planner

RECOMMENDED ACTION:

Recommend Board approve and authorize the Chairperson to sign a Letter of Support for the Inyo County Local Transportation Commission Application for the Caltrans Sustainable Transportation Planning Grant (STBG) to develop a plan for expanding coordinated EV charging infrastructure throughout Inyo County.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Sustainable Transportation Planning Grant (STBG) Program was established in 2017 as a part of Senate Bill 1, a transportation funding bill that provides a reliable fund source to maintain and integrate the State's multi-modal transportation system. The STBG program was created to support Caltrans' mission of providing a safe and reliable transportation network that serves all people and respects the environment. Eligible planning projects are expected to directly benefit public health, social equity, environmental justice, the environment, and communities.

The Inyo County Local Transportation Commission (ICLTC) is developing a STBG grant proposal to create a feasibility study for the equitable and thoughtful expansion of electric vehicle charging facilities throughout Inyo County and the City of Bishop. As electric vehicles become increasingly available and popular, Inyo County has a need to create a network plan for the reasonable and realistic placement of charging infrastructure throughout the County. Currently, the locations for EV charging are driven by private market variables that don't necessarily consider the needs of the community. The development of a County-wide feasibility study will take an inclusive, coordinated and equitable approach to ensure residents and the traveling public have greater access to EV charging stations. The plan will also include a detailed emphasis on county-operated facilities, such as parks, campgrounds and airports, as potential sites for the traveling public and the local community to charge their EV's. Furthermore, the plan will incorporate a blueprint for the eventual conversion of County, and potentially City, fleets from gas powered to ZEV.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	
Budgeted?	Yes / No	Object Code	
Recurrence	One-Time Expenditure / Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Should your Board decline to sign the Letter of Support, it is unlikely the proposal would move forward, as the County would be a primary beneficiary of the planning activities.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

City of Bishop, Caltrans

ATTACHMENTS:

- Letter of Support for LTC Grant

APPROVALS:

Justine Kokx	Created/Initiated - 2/14/2023
Darcy Ellis	Approved - 2/15/2023
John Pinckney	Approved - 2/15/2023
Michael Errante	Approved - 2/15/2023
Darcy Ellis	Approved - 2/16/2023
Keri Oney	Approved - 2/16/2023
John Vallejo	Approved - 2/16/2023
Amy Shepherd	Approved - 2/16/2023
Nate Greenberg	Final Approval - 2/22/2023



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



February 28, 2023

Michael Errante, Executive Director
Inyo County Local Transportation Commission
PO Drawer Q
Independence, CA 93526

Re: Letter of Support for the Inyo County Local Transportation Commission Application for the Caltrans Sustainable Transportation Planning Grant

Dear Mr. Errante,

The Inyo County Board of Supervisors would like to express their support for the Inyo County Local Transportation Commission's (ICLTC) Sustainable Transportation Planning Grant Application to develop a plan for expanding coordinated EV charging infrastructure in the County.

The development of an EV charging infrastructure network plan would provide a guide for smart installation of charging stations throughout the County. Having a viable network of charging facilities and having a plan to guide that will support vital investment in our rural local economy and will help achieve statewide targets for GHG reductions. This Plan will encourage efficient use of financial resources and equity in charging facility placement.

The plan will improve public access and enhance equity by proactively collaborating with landowners and utilities to identify suitable placement for EV charging. In addition, the Inyo County Board of Supervisors oversees numerous facilities, including County buildings, campgrounds and parks that can provide ideal charging locations to augment existing EV charging expansion efforts, and fill in 'gaps' as electric vehicle adoption steadily climbs. Increasing access to the visiting public to EV charging infrastructure where they camp and recreate will enhance the quality and the range of the visitors' experience in Inyo County. Inyo County is committed to meeting California's GHG targets, and to that end, this planning grant would generate a roadmap to convert County fleets from gas powered to ZEV.

The Inyo County Board of Supervisors strongly supports The ICLTC's efforts to secure grant funding to coordinate the planning efforts around EV charging in throughout the County of Inyo.

Sincerely,

Jennifer Roeser, Chairperson
Inyo County Board of Supervisors



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 28, 2023

Reference ID:
2023-3524

Letter of Support for the Big Pine Paiute Tribe's Application to the Clean Mobility Options Grant Program Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Justine Kokx, Transportation Planner

ITEM PRESENTED BY

Justine Kokx, Transportation Planner

RECOMMENDED ACTION:

Request Board approve and authorize the Chairperson to sign a Letter of Support for the Big Pine Paiute Tribe's application to the CARB, Clean Mobility Options Voucher Pilot Program to purchase two electric shuttle buses and install transit shelters and electric vehicle charging stations.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Big Pine Paiute Tribe conducted a Clean Mobility Needs Assessment in 2020 to assess the Tribe's mobility needs, identify transportation gaps and safety concerns. The Needs Assessment was funded through the California Air Resources Board, Clean Mobility Option (CMO) Voucher Pilot Program. One of the primary goals of the CMO program is to implement sustainable forms of transportation in order to increase equity for underserved communities. The results of the Tribe's outreach and engagement reflected a desire from the community to increase access to transit opportunities via the implementation of a shuttle program throughout the Reservation. The Tribe is currently preparing a grant application for the same CMO program (Cycle 2) for funding to purchase two electric shuttle buses, two electric charging stations, one of which may be available to the public, and two transit shelters that can be converted to cooling stations during hot weather.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Should your Board decide not to sign the Letter of Support, the Big Pine Paiute Tribe will continue to pursue the grant funding.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Road Department
Big Pine Paiute Tribe

ATTACHMENTS:

1. Letter of Support for Big Pine Paiute Tribe Grant

APPROVALS:

Justine Kokx	Created/Initiated - 2/22/2023
Darcy Ellis	Approved - 2/22/2023
John Pinckney	Approved - 2/22/2023
Michael Errante	Approved - 2/22/2023
Justine Kokx	Approved - 2/22/2023
John Vallejo	Approved - 2/22/2023
Amy Shepherd	Approved - 2/22/2023
Nate Greenberg	Final Approval - 2/23/2023



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



February 28, 2023

Cindy Duriscoe, Air Program Coordinator
Big Pine Paiute Tribe of the Owens Valley
P.O. Box 700
Big Pine, CA 93513

Re: Letter of Support for the Big Pine Paiute Tribe's Proposal to the CARB Clean Mobility Options Voucher Pilot Program

Dear Ms. Duriscoe,

The Inyo County Board of Supervisors would like to express its support for the Tribe's proposal to the California Air Resource Board's (CARB) Clean Mobility Options Voucher Pilot (CMO) Program. The CMO program will increase access to clean mobility options in disadvantaged communities, reduce greenhouse gas emissions (GHG) and criteria pollutants, increase the acceptance of zero-emission vehicles, and improve air quality and public health in the State's most vulnerable communities. CARB's CMO program provides an opportunity to take advantage of innovative clean mobility programs that increase equity.

The Inyo County Board of Supervisors strives to provide responsive decision making, provides advocacy for its communities, support for the public and its cultural and historical values, while sustaining the natural environment and rural quality of life. The Board resoundingly supports Tribal communities' efforts to seek funding for improvements that promote equity and address the needs of their members and residents. The Big Pine Paiute Tribe is proposing a project that will do just that, increase equity and access to the broader community between Big Pine and Bishop by supplementing existing transit opportunities with the purchase and installation of electric shuttle buses, transit shelters and charging stations. One of the chargers may be accessible to the public as well as Tribal members. Using a micro transit model combined with EV technology, the Tribe's proposal will help increase access, mobility, and the well-being of the area, members and residents.

A primary goal of the Board of Supervisors is to advocate for the community. That is why we are pleased to support the Tribe's proposal. The Tribe's proposal aligns with the Inyo County Board of Supervisor's mission to support the communities of Inyo County to gain access to more opportunities. We believe in their concept and look forward to their project becoming a reality.

Sincerely,

Jennifer Roeser, Chairperson
Inyo County Board of Supervisors



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 28, 2023

Reference ID:
2023-3542

Approval of February 21, 2023 Board of Supervisors Minutes

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of February 21, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. February 21, 2023 Draft Minutes

APPROVALS:

Darcy Ellis	Created/Initiated - 2/23/2023
Darcy Ellis	Final Approval - 2/23/2023

MINUTES



County of Inyo Board of Supervisors

February 21, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:34 a.m., on February 7, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present per California Assembly Bill 361: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley and Jeff Griffiths. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, Assistant Clerk of the Board Darcy Ellis, and Office Technician Hayley Carter.

- Public Comment* The Chairperson asked for public comment related to Closed Session items, and no one requested to speak.
- Closed Session* Chairperson Roeser recessed open session at 8:35 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): 1 case; No. 3 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson; and No. 4 **Public Employment – Pursuant to Government Code §54957** – Title: Water Director Appointment.
- Open Session* Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:05 a.m. with all Board members present.
- Pledge of Allegiance* County Counsel Vallejo led the Pledge of Allegiance.
- Report on Closed Session* County Counsel Vallejo reported that no action was taken during closed session that is required to be reported.
- Public Comment* Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda.
- Public comment was heard from Oscar Maciel, Gina Martinez, Vicki Vang, Lauralynn Hundley, Matt Kingsley, Scott Kemp Jr., Chris Connolly, Mandy Kemp, and Alisha Southey.
- County Department Reports* HHS Director Marilyn Mann updated the Board on upcoming changes being made to the continuous coverage for Medi-Cal.
- Public Works Director Mike Errante gave the Board an update on the status of the North Round Valley bridge and said that the work is scheduled to be completed by April.
- Clerk of the Board – Approval of Minutes* Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve the minutes of the regular Board of Supervisors meeting of February 7, 2023. Motion carried unanimously.
- County Counsel – Conflict of Interest Code Biennial Review* Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to: A) receive and approve the 2022 Conflict of Interest Code Biennial Report from the Round Valley Joint Elementary School District; and B) receive and approve the 2022 Conflict of Interest Code

amendment from the Lone Pine Unified School District. Motion carried unanimously.

HHS-Behavioral Health – CA Health and Wellness Data Sharing Agreement

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve the Data Sharing Agreement between the County of Inyo Health and Human Services and California Health and Wellness (CHW) for the provision of data sharing between the County Mental Health Plan (MHP) and CHW, a Medi-Cal Managed Care Plan (MCP), and authorize the HHS director to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

HHS – Blue Cross of CA Partnership Plan, Inc. (Anthem) MOU

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve Addendums No. 1 and No. 2 to the Memorandum of Understanding between the County of Inyo Health and Human Services (HHS) Department and Blue Cross of California Partnership Plan, Inc. (Anthem), clarifying the exchange of protected Health Information/Data Exchange between the County Mental Health Plan (Behavioral Health), Public Health and Anthem, a managed care plan serving Inyo County's Medi-Cal eligible population, and authorize the HHS Director to sign the addendums. Motion carried unanimously.

HHS – CalMHSA Participation Agreement Amendment

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve amendment to the agreement between the County of Inyo and California Mental Health Services Authority (CalMHSA), reallocating Project Management and Clinical Services funding to a Flexible Spending Account to cover additional subject matter expert topics, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

HHS-Health/Prevention – Medi-Cal Administrative Activities Agreement

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to: A) approve the Program Participation Agreement between the County of Inyo and California Department of Health Care Services; and B) authorize the HHS Fiscal Oversight and Special Operations Deputy Director as the Local Governmental Agency Coordinator to sign the agreement. Motion carried unanimously.

HHS-Health/Prevention – Medbank Agreement

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve the lease agreement between the County of Inyo and CareFusion Solutions, Inc. of San Diego, CA for BD Pyxis MedBank equipment, software, and services, in an amount not to exceed \$58,380.00 plus applicable sales and property taxes, for a period of 60 months, commencing on the date of equipment installation, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

Public Works – Recycling & Waste Management – American Refuse, Inc. Contract Amendment No. 1

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve Amendment No. 1 to the contract between the County of Inyo and America Refuse, of Wasco, CA increasing the contract to an amount not to exceed \$185,000 for waste tire hauling and recycling, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

Public Works – Recycling & Waste Management – Lower Owens River Clean-Up/Waiver of Fees

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve a of waiver of solid waste disposal and gate fees up to \$100 for trash and litter removed at the Lower Owens River Clean event, April 22, 2023. Motion carried unanimously.

Public Works – Fountainhead Consulting Agreement Amendment No. 4

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve Amendment No. 4 to the consulting agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, increasing the contract by \$137,327.86 to an amount not to exceed \$808,366.97 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

Public Works – Diaz Lake ADA Boat Dock N.O.C. & Reso #

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve Proposed Resolution No. 2023- 05 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Diaz Lake

<i>2023-05</i>	ADA Boat Dock Project," and authorize the Chairperson to sign. Motion carried unanimously.
<i>Water Department – Water Commission Appointments</i>	Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to consider the Letters of Interest received for re-appointment to the Water Commission and appoint two Water Commissioners with a term ending December 31, 2026; and appoint one Water Commissioner to complete a term ending December 31, 2023. Motion carried unanimously.
<i>CAO – Aumentum Technologies Master Agreement Addendum</i>	The agenda item was pulled from the Consent Agenda to Departmental for further discussion. Treasurer Tax-Collector Alisha McMurtrie objected to the addendum, noting that services outlined in the original contract have still not been provided and there was a lack of involvement with stakeholders in the development of the agenda item. After further discussion, the Board decided to hold off on the addendum, requesting all three stakeholders agree to future contract changes collectively and prior to Board input.
<i>CAO – Mid-Year Financial Report</i>	Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to: A) Accept the Fiscal Year 2022-2023 Mid-Year Financial Report as presented; B) Approve the specific budget action items and recommendations discussed in the report and represented in Attachments A & B (<i>4/5ths vote required</i>); and C) Direct staff to continue the emphasis on revenue attainment and expense savings in order to maximize year-end Fund Balances. Motion carried unanimously.
<i>HHS- Behavioral Health – Division Overview Presentation</i>	Health & Human Services Director Marilyn Mann introduced the following staff members to the Board: Behavioral Health Director Kimball Pier; Clinical Administrator Chrystina Pope; and Addiction Supervisor Catie Grisham. Staff provided the Board with a presentation on the Behavioral Health Division and the various programs and services they provide throughout the County.
<i>Recess/Reconvene</i>	Chairperson Roeser recessed the meeting for a break at 12:48 p.m. and reconvened the meeting at 1:20 p.m. with all Board members present except Supervisor Kingsley who arrived at 1:25 p.m.
<i>Ag. Department – Department Overview and AgPass Workshop</i>	Agriculture Commissioner Nathan Reade provided the Board with a presentation highlighting the functions of the Agriculture Department and associated programs and presented a workshop on the possible development of an Ag Pass Program for the Inyo and Mono counties.
<i>Public Comment</i>	Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda. Public comment was heard from Linda Chaplin.
<i>Correspondence- Action – Department of Alcoholic Beverage Control</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill for the Board of Supervisors of the County of Inyo to continue to make determinations of Public Convenience or Necessity (PCN) for person(s)/premises applying for an ABC license. Motion carried unanimously.
<i>Board Member & Staff Reports</i>	Supervisor Kingsley said that he attended meetings in Washington, D.C. for the Rural County Representatives of California and the National Association of Counties. Supervisor Marcellin said that he attended a tour of the Lower Owens River Project, a Local Transportation Commission meeting, met with staff, and will be traveling to a California State Association of Counties training, the Air Pollution Control District meeting, and the Owens Valley Groundwater Authority meeting. Supervisor Orrill said she attended meetings with the Eastern Sierra Council of Governments, the Eastern Sierra Transit Authority, and department heads in the Planning and Probation departments, and said she will be joining Supervisor Marcellin for the California State Association of Counties training and the Owens Valley Groundwater Authority meeting.

Supervisor Griffiths said he attended meetings with the California State Association of Counties, the Eastern Sierra Council of Governments, the Eastern Sierra Transit Authority, and the Eastern Sierra Sustainable Recreation Partnership.

Supervisor Roeser said she attended the California State Association of Counties meeting.

County Counsel Vallejo said he attended an Indian Wells Groundwater Authority meeting.

CAO Greenberg said he attended the Lower Owens River Project tour, the Eastern Sierra Council of Governments meeting, met with Randy Short, and plans to meet with Airport Manager Ashley Helms, Bishop City Manager Deston Dishion, and attend the HHS in-service day.

Adjournment

The meeting was adjourned at 2:50 p.m. to 8:30 a.m. Tuesday, February 28, 2023, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 28, 2023

Reference ID:
2023-3504

Inyo County/Los Angeles Standing Committee Meeting – March 2, 2023 Water Department NO ACTION REQUIRED

ITEM SUBMITTED BY

Aaron Steinwand, Water Director

ITEM PRESENTED BY

Aaron Steinwand, Water Director

RECOMMENDED ACTION:

Request Board provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for March 2, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

The next meeting of the Inyo County/Los Angeles Standing Committee will be hosted by Los Angeles in person and via Webex videoconference. Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee. The Water Department requests your Board provide direction to the County's Standing Committee representatives.

The Standing Committee agenda was in development at the time this agenda request was initially prepared. A final agenda will be circulated when it is completed. The draft agenda includes introductions of new staff, approval of actions taken at the October 2022 meeting, a report on runoff and operations, and discussion of the Lower Owens River Water Trail Project. The Water Trail item will lead off with a staff presentation of the project components and the current status of environmental analysis and grants.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Los Angeles Department of Water and Power

ATTACHMENTS:

1. Standing Committee Draft March 2, 2023 Agenda

APPROVALS:

Aaron Steinwand	Created/Initiated - 2/13/2023
Darcy Ellis	Approved - 2/14/2023
Aaron Steinwand	Approved - 2/17/2023
John Vallejo	Approved - 2/17/2023
Amy Shepherd	Approved - 2/17/2023
Nate Greenberg	Approved - 2/22/2023
Holly Alpert	Final Approval - 2/23/2023

AGENDA

**INYO COUNTY/LOS ANGELES
STANDING COMMITTEE**

11:00 a.m.
March 2, 2023

LADWP Board Room

The public will be offered the opportunity to comment on each agenda item prior to any action on the item by the Standing Committee or, in the absence of action, prior to the Committee moving to the next item on the agenda. The public will also be offered the opportunity to address the Committee on any matter within the Committee's jurisdiction prior to the adjournment of the meeting.

NOTICE TO THE PUBLIC

In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. The Standing Committee meeting will be conducted in person by Inyo County and LADWP representatives but the public can participate via videoconference accessible at:

<https://ladwp.webex.com/ladwp/onstage/g.php?mtid=e3379c7fc7d9aea731d308867b8826360>

Event number: 2484 605 7734

Individuals will be asked to provide their name and email address in order to access the videoconference. Anyone who does not want to provide their email address may use ANY generic, non-functioning address such as 123@123.com to gain access.

*Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing or by utilizing the **"Raise hand" feature** when appropriate in the WebEx meeting (the meeting Chair will call on those who wish to speak). For individuals that dial into the WebEx and wish to make a public comment, they may do so by pressing *3 to **"Raise Hand"**. To lower your hand, press *3 once again. Written public comments, limited to **250 words or less**, may be emailed to: Francesca.Joven@ladwp.com. Your emailed comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.*

1. Public comment on issues not included as part of this agenda.
2. **Action Item:** Approval of documentation of actions from the October 13, 2022 meeting.
3. Runoff and operations update.
4. Report on the status of Owens River Water Trail.

5. Schedule for future Standing Committee meetings.
6. Adjourn.

Audio Conference:

To receive a callback, provide your phone number when you join the event, or call the number below and enter the access code.

United State Toll
+1-415-655-0002
213-306-3065

Access Code: 2484 605 7734

DRAFT

Standing Committee meeting protocols (Adopted May 11, 2011)

The Inyo/Los Angeles Long-Term Water Agreement (LTWA) define the Standing Committee in Section II:

As agreed by the parties, the Department representatives on the Standing Committee shall include at least one (1) member of the Los Angeles City Council, the Administrative Officer of the City of Los Angeles, two (2) members of the Board of Water and Power Commissioners, and three (3) staff members. The County representatives on the Standing Committee shall be at least one (1) member of the Inyo County Board of Supervisors, two (2) Inyo County Water Commissioners, and three (3) staff members.

The LTWA further provides that:

Regardless of the number of representatives from either party in attendance at a Standing Committee or Technical Group meeting, Inyo County shall have only one (1) vote, and Los Angeles shall have only one (1) vote.

The Standing Committee adopts the following protocol for future Standing Committee meetings.

1. In order for the Standing Committee to take action at a meeting, representation at the meeting will consist of at least four representatives of Los Angeles, including one member of the Los Angeles City Council or Water and Power Commission, and four representatives of Inyo County, including one member of the Board of Supervisors.
2. A Chairperson from the hosting entity will be designated for each meeting.
3. In the event that an action item is on the meeting agenda, Los Angeles and Inyo County shall each designate one member to cast the single vote allotted to their entity at the onset of the meeting. The Chairperson may be so designated. Agenda items that the Standing Committee intends to take action on will be so designated on the meeting agenda.
4. If representation at a Standing Committee meeting is not sufficient for the Standing Committee to act, the Standing Committee members present may agree to convene the meeting for the purpose of hearing informational items.
5. Meeting agendas shall include any item within the jurisdiction of the Standing Committee that has been proposed by either party.
6. The public shall be given the opportunity to comment on any agenda item prior to an action being taken. The public will be given the opportunity to comment on any non-agendized issue within the jurisdiction of the Standing Committee prior to the conclusion of each scheduled meeting. At the discretion of the Chairperson, reports from staff or reopening of public comment may be permitted during deliberations.
7. The Chairperson may limit each public comment to a reasonable time period. The hosting entity will be responsible for monitoring time during public comment.
8. Any actions taken by the Standing Committee shall be described in an action item summary memorandum that is then transmitted to the Standing Committee at its next meeting for review and approval. This summary memorandum shall also indicate the Standing Committee members present at the meeting where actions were taken.
9. Standing Committee meetings shall be voice recorded by the host entity and a copy of the recording shall be provided to the guest entity.
10. (Added February 24, 2012) The Standing Committee may also receive comments/questions in written form from members of the public. Either party may choose to respond, however, when responding to a public comment/question, whether verbally or in writing, any statements made by either party may represent the perspective of that party or the individual making the response, but not the Standing Committee as a whole (unless specifically agreed to as such by the

Standing Committee). When either party responds in writing to public comment/question, that response will be concurrently provided to the other party.

DRAFT



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 28, 2023

Reference ID:
2023-3527

Clerk-Recorder Workshop

Clerk-Recorder

NO ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Sexton, Clerk/Recorder

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

Request Board receive a presentation from the County Clerk-Recorder Office on services and current projects.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County Clerk-Recorder Office is comprised of three divisions: County Clerk services, the County Recorder's Office, and the Elections Office. Our core objective in our Clerk, Recorder, and Elections functions is to provide outstanding public service, preserve records, and comply with California statutory laws. This presentation will provide your Board with an overview of the divisions' missions, core responsibilities, major initiatives, accomplishments, and current and future objectives.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Danielle Sexton
Darcy Ellis
John Vallejo
Nate Greenberg

Created/Initiated - 2/23/2023
Approved - 2/23/2023
Approved - 2/23/2023
Final Approval - 2/23/2023



INYO COUNTY BOARD OF SUPERVISORS

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ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 28, 2023

Reference ID:
2023-3522

Environmental Health Department Overview

Environmental Health

NO ACTION REQUIRED

ITEM SUBMITTED BY

Jerry Oser, Environmental Health Director

ITEM PRESENTED BY

Jerry Oser, Environmental Health Director

RECOMMENDED ACTION:

Request Board receive a presentation on the duties of the Environmental Health Department.

BACKGROUND / SUMMARY / JUSTIFICATION:

Environmental health focuses on a wide range of issues, including water quality, hazardous waste management, food safety, and solid waste regulation. The ultimate goal of environmental health is to protect and promote the health of individuals and communities by preventing exposure to environmental hazards and promoting healthy environments.

Environmental health also involves collaboration between public health professionals, environmental scientists, policymakers, and other stakeholders to develop effective and sustainable strategies to address environmental health challenges. This interdisciplinary approach is critical to addressing complex environmental health issues and protecting the health of individuals and populations. This short presentation will share a broad overview of what we do daily.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board can opt out of the presentation, and we can schedule one-on-one meetings at another time.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Darcy Ellis	Created/Initiated - 2/21/2023
Darcy Ellis	Approved - 2/21/2023
Darcy Ellis	Approved - 2/22/2023
John Vallejo	Approved - 2/22/2023
Amy Shepherd	Approved - 2/22/2023
Nate Greenberg	Final Approval - 2/23/2023



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 28, 2023

Reference ID:
2023-3491

Health and Human Services' Aging and Social Services Division Overview

Health & Human Services - Social Services

NO ACTION REQUIRED

ITEM SUBMITTED BY

Marilyn Mann, HHS Director

ITEM PRESENTED BY

Marilyn Mann, HHS Director, Anna Scott, HHS Deputy Director - Public Health, Darcia Blackdeer-Lent, Deputy Director, Aging and Social Services, Holly DeVincent, Morningstar Willis-Wagoner

RECOMMENDED ACTION:

Receive a presentation from Health and Human Services' Aging and Social Services Division

BACKGROUND / SUMMARY / JUSTIFICATION:

Health and Human Services' Aging and Social Services division houses the In-Home Supportive Services (IHSS) program, Child Protective Services, Adult Protective Services, Employment and Eligibility Services, and the Eastern Sierra Area Agency on Aging (ESAAA), which provides administrative oversight to senior services in Inyo and Mono counties and provides direct services in Inyo County. This workshop will provide your Board with an overview of the division including key accomplishments in 2022, as well as future projects/initiatives.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. BOS Presentation - Aging and Social Services

APPROVALS:

Marilyn Mann	Created/Initiated - 2/3/2023
Darcy Ellis	Approved - 2/15/2023
Marilyn Mann	Approved - 2/15/2023
Nate Greenberg	Final Approval - 2/23/2023



HEALTH AND

HUMAN SERVICES

STRENGTHENING RESILIENCE AND WELL-BEING
IN OUR COMMUNITY

Aging and Social Services

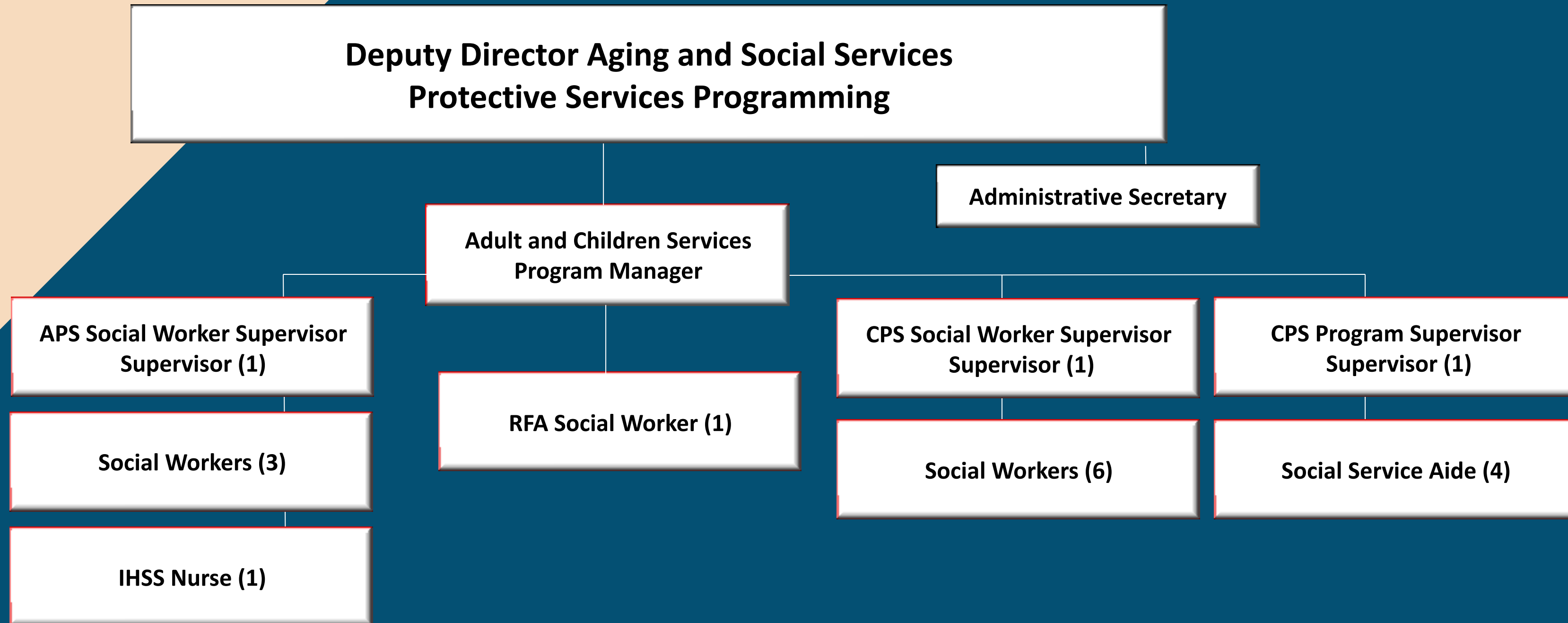
Aging and Social Services

MISSION

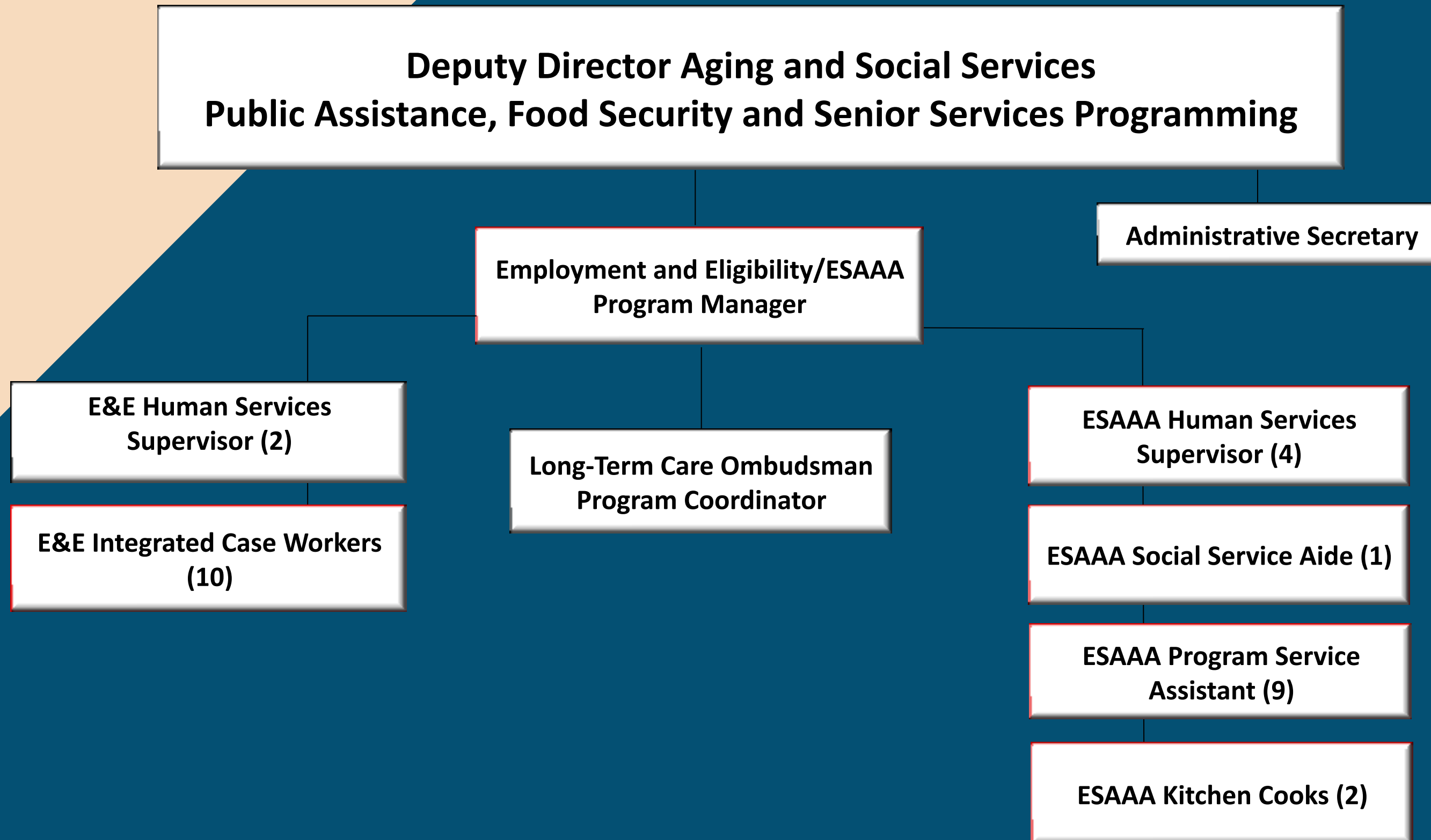
Empowering Citizens To Build Self-Reliant And Productive Communities

Aging and Social Services delivers services that help ensure the protection of children, the elderly, and dependent adults; provides a safety net for individuals and families who need assistance with necessities, such as food, housing and health care; and helps people secure employment through education, training, job search skills, and job placement.

OUR TEAM



OUR TEAM



PROGRAMS & SERVICES

Protective Services

Adult Protective Services (APS)

- Investigates reports of suspected abuse of adults aged 60 and older, as well as dependent adults
- Provides services to protect, prevent and remedy abuse/neglect, including self-neglect
- Provides case management services to reduce risk of abuse/neglect, to maintain and enhance quality of life, to promote self-sufficiency and independence, and to respect the right of self-determination

In-Home Supportive Services (IHSS)

- Helps pay for services to aged, blind, and/or disabled individuals to promote ability to live at home safely
- Alternative to Out-of-Home care (e.g. nursing homes)
- Services include personal care (bowel and bladder care, bathing, grooming and paramedical services), protective supervision for individuals who are not self-directed, housecleaning, meal preparation, laundry, grocery shopping, and accompaniment to medical appointments.

Information and Referral

Fields information and referral calls and in-person inquiries for both Eastern Sierra Area Agency on Aging (ESAAA) and general aging services.

LPS (Lanterman-Petris-Short Act)

- Responsible for investigation of referrals for conservatorship of adults who may be gravely disabled as a result of their mental illness
- Typically initiated by treating psychiatrist following a hold placed pursuant to WIC Sections 5150 and 5250
- Initiates court proceedings for temporary conservatorship pending investigation, as well as initiating permanent conservatorship proceedings dependent upon investigation
- In coordination with the LPS Conservator (Deputy Director, Behavioral Health), provide case management support and reassessment at least annually.

PROGRAMS & SERVICES

Protective Services

Child Protective Services (CPS)

- Investigates reports of suspected abuse and/or neglect of children under the age of 18 years
- Service is delivered in a culturally competent, family-centered and trauma-informed manner
- Provides both voluntary and involuntary services to children and their families
- Provides independent living services to youth ages 16 through 21 years of age
- Provides foster care services to children up through age 21 years
- First priority is to keep children safely in their own home and, if children are removed, to work with families to support them in reunification while concurrently planning for permanency

Resourc Family Approval (RFA)

- Replaced foster care licensing process in 2015's Continuum of Care Reform
- Provides a family-friendly and child-centered approval process for both family and non-family members
- Melded three separate approval processes (Licensed Foster Family, Relative Caregiver, and Adoptive Parents) into one, streamlined process
- RFA Social Worker provides on-going support and training to RFA homes, formerly referred to as foster parents

PROGRAMS & SERVICES

Public Assistance, Food Security, and Senior Services

Employment and Eligibility

- CalWORKs provides temporary cash assistance to meet a family's basic needs, as well as education and employment services
- Determines eligibility for Medi-Cal, California's Medicaid health care program, which pays for a variety of medical services
- CalFresh, California's Supplemental Nutrition Assistance Program (SNAP) issues monthly electronic benefits to purchase most foods, providing food security and improving nutrition for adults and children
- Other programs include Foster Care Funding (including KinGap and Adoptions), CAPI (Cash Assistance Program for Immigrants) and General Assistance



PROGRAMS & SERVICES

Public Assistance, Food Security, and Senior Services

Eastern Sierra Area Agency on Aging

- Administrative entity for Inyo and Mono counties
- Services provided directly or through contract
- Services include:
 - Elder Nutrition Program (congregate and home-delivered meals, nutrition counseling and nutrition education)
 - Senior Center Activities
 - Supportive services such as transportation, assisted transportation, Information and Assistance, telephone reassurance, and legal assistance
 - HICAP (Medicare/Health Insurance counseling)
 - Family Caregiver Services such as caregiver assessment and respite services

Eastern Sierra Area Agency on Aging

- Friendly Visitor, a Mental Health Services Act (MHSA) funded program in Inyo County designed to provide support to older, isolated residents at risk of depression
- Long-Term Care Ombudsman (LTCO)
 - Advocates for residents in long-term care facilities
 - Resolves complaints filed by residents, friends, or family member by advocating for the resident's wishes
 - Investigates reports of abuse/neglect occurring within the facility. Investigation is at the direction of the resident

FUNDING STREAMS

- **State and Federal**
- **91 and 2011 Realignment**
- **Donations**
- **Fees**
- **General Fund**
 - **ESAAA**
 - **General Relief**



2022

Year in Review

Major initiatives in the past year

1

Adult Protective Services

- Age of eligibility changed from 65 to 60 as of January 1, 2022
- Definition of self-neglect expanded to include persons who have failed or are unable to manage their finances
- Added a social worker to support increased caseload and to expand capacity to provide voluntary services

2

RFA (Resource Family Approval)

- Continued to expand the number of approved homes, adding 2 new RFA homes in 2022, for a total of 19 with 2 additional currently in the queue
- Revitalized the RFA Dinner Socials- providing more in-person opportunities for training, an appreciation dinner, and a place to talk and socialize with other Resource Families and staff



3

Employment and Eligibility

- Added an Integrated Case Worker in Lone Pine to provide jail-based and community support for residents reentering the community
- Determined Medi-Cal eligibility for ~1,000 more residents as the state increased the asset limit from \$2k to \$135k in July 2022
- Welfare to Work employment classes were re-started focusing on job readiness skills, interview skills, completing applications and navigating other agencies

4

Aging Services

- Identified key infrastructure projects throughout Inyo and Mono counties, including new flooring in Bishop and Lone Pine kitchens
- Robotic Pet Project spearheaded by the LTC Ombudsman put smiles on the faces of 14 residents
- Holiday Cards for Nursing Home Residents Campaign



OUR IMPACT

WHAT IMPACT ARE YOUR SERVICES MAKING?

- 72 children and their families received supportive services to keep children safely in their homes or while helping to reunify them with family. *This included helping one little boy, whose mom and dad stopped visiting and stopped working with agency. When the father reconnected, the social worker worked hand-in-hand to support him as he got sober, found a job, learned new skills and, eventually, took his son home with him after a court hearing*
- 170 aged or disabled people were able to live safely in their own home as a result of receiving In-Home Supportive Services (IHSS). *IHSS helped one long-time resident stay safely at home for ~5 years as her physical health declined and her dementia worsened before a higher level of care was needed*
- 14 individuals, who are either aged or dependent adults were able to remain safely in their home as a result of receiving intensive, voluntary case management services. *One man who suffered from an unexpected medical condition and struggled with staying in his home was supported with IHSS services, housing assistance, accessing medical care, and getting his Medi-Cal services established in Inyo County. When his medical condition did not improve to a level that allowed him to stay safely at home, his social worker helped him and his family with the transition to long-term care*

OUR IMPACT

WHAT IMPACT ARE YOUR SERVICES MAKING?

- 7 CalWORKs recipients voluntarily participated in Welfare-to-Work classes, receiving help on building their resumes, learning job readiness skills, developing their interview skills, and learning the skills necessary to keep a job. *One new mom, who participated in the classes and also received supportive services such as childcare, was able to find employment and remains working today.*
- 60 long-term care residents received advocacy on their behalf through complaint resolutions, investigations of abuse/neglect, and assistance with information and execution of advanced health care directives. *Advocacy on behalf of one long-term resident of Inyo County ensured that the facility did not transfer the resident out of the area. Instead, the LTC Ombudsman advocated for the resident to stay in a local facility allowing the individual to die near family in their home community.*
- 577 seniors (467 in Inyo County) received 55,443 meals in 2022, helping ensure nutrition and reduce the risk of isolation. *One senior who was new to the Owens Valley, was struggling with depression, unsure if they should have moved to the area. They began participating in the lunch program, met other seniors, and started volunteering at the center. Today, the senior has a network of friends and volunteers at the center and in the community – today, the Owens Valley is home.*



LOOKING FORWARD

2023

AND BEYOND

Initiatives and Projects Expected

- ❖ **System Improvement Planning – Child Welfare and CalOAR (new requirement for Employment and Eligibility)**
- ❖ **IHSS Bargaining**
- ❖ **Aging Services Needs Assessment**
- ❖ **Area Plan Update for ESAAA**
- ❖ **Termination of COVID-19 Waivers – reinstating requirements across CalWORKs, Cal Fresh and Medi-Cal Eligibility Determination**
- ❖ **CalFresh Emergency Allotment Discontinuance**
- ❖ **CARES child welfare data system**



What Will We Need?

- **Assessing needs (temporary or contracted resources)**
- **Contract with UC Davis to support SIP**
- **Possible over-time costs or possible staffing needs**

Aging and Social Services

THANK YOU

