



# 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



## AMENDED AGENDA

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

**NOTICES TO THE PUBLIC:** (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto:boardclerk@inyocounty.us).

(2) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you, because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (3) 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 December 19, 2023

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

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

#### **CLOSED SESSION**

- 2) **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: 269 N. Main St., Bishop. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Meaghan McCamman, and Sue Dishion. Negotiating parties: Inyo County and SSWI9 LLC. Under negotiation: price and terms of payment.
- 3) **Conference with Legal Counsel - Anticipated Litigation** - Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) Government Code §54956.9: one potential case.
- 4) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association

(ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrator Sue Dishion, Assistant County Administrator Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, County Counsel Christian Milovich, and Senior Budget Analyst Denelle Carrington.

**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.)

- 9:30 A.M.**
- 5) **Pledge of Allegiance**
  - 6) **Report on Closed Session as Required by Law**
  - 7) **Public Comment**  
Comments may be time-limited
  - 8) **County Department Reports**

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

- 9) **Board of Supervisors Meeting Minutes**  
Clerk of the Board | Assistant Clerk of the Board  
  
**Recommended Action:** Approve the minutes from the regular Board of Supervisors meeting of December 5, 2023.
- 10) **Proposed Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program Application and Resolution**  
County Administrator - Emergency Services | Mikaela Torres  
  
**Recommended Action:** Review the proposed Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program Application and, if deemed acceptable:
  - A) Approve the submittal of the Fiscal Year 2023 EMPG Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Body Resolution (No. 2023-42);" and
  - B) Authorize the Chairperson to sign the resolution and resolution addendum letter.
- 11) **Wildfire Preparedness Outreach Grant and Stipend from California Fire Safe Council & California Office of Emergency Services**  
County Administrator - Emergency Services | Kristen Pfeiler  
  
**Recommended Action:** Accept grant award for the amount of \$3200 from the California Fire Safe Council (CFSC) and CalOES and authorize Wildfire Preparedness Coordinator to sign subaward agreement.

12) **Authorization to Hire Home Visiting Supervisor at Range 70, Step E (\$6,502), retroactive to the date of hire, December 7, 2023**

Health & Human Services - Health/Prevention | Anna Scott

**Recommended Action:** Approve the hiring of one (1) Home Visiting Supervisor at Range 70, Step E (\$6,502).

13) **Yucca Mountain Certification of Funds for Federal Fiscal Year 2023**

Planning Department | Cathreen Richards

**Recommended Action:**

- A) Certify that \$41,712.37 in funds provided to Inyo County as an Affected Unit of Local Government (AULG) under the Nuclear Waste Policy Act, as amended, have been expended in accordance with the provisions of that Act, Public Law 97-425 and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85);
- B) Authorize the Chairperson to sign the certification; and,
- C) Direct staff to submit the certification to the U.S. Department of Energy.

14) **Pine Creek Road Repair Project - Resolution and Notice of Completion**

Public Works | Michael Errante

**Recommended Action:** Approve Resolution No. 2023-43, 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 Pine Creek Road Repair Project," and authorize the Chairperson to sign.

15) **Increasing Correctional Officer III From Step C to E**

Sheriff | Shane Scott

**Recommended Action:** Authorize the step increase for Correctional Officer III, Range 70 C (\$5,997) to the E Step (\$6,621), retroactive to the date of hire, October 26, 2023.

16) **Approval of Leave Without Pay**

County Administrator - Personnel | Keri Oney

**Recommended Action:** Grant an employee leave without pay for up to 90 days effective December 24, 2023, in accordance with Article X, Leaves, 10.4 of the Inyo County Personnel Rules and Regulations.

17) **Design Path Studios Contract Extension**

County Administrator | Meaghan McCamman

**Recommended Action:** Approve Amendment No. 1 to the contract between the County of Inyo and Design Path Studios of Encinitas, CA, extending the term end date from December 31, 2023 through March 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**ADDENDUM 18) Proposed Resolution No. 2023-44 Deferring the Implementation of Changes Made to Welfare and Institutions Code Section 5008 by Senate Bill 43 (CARE Court)**

Health & Human Services - Behavioral Health | Anna Scott

**Recommended Action:** Approve Resolution No. 2023-44, titled, "Deferring Implementation of the Changes Made to Welfare and Institutions Code Section 5008 by Senate Bill 43 (2023-2024 Reg Session)", which will delay implementation of SB 43 in Inyo County until January 1, 2026, and authorize the Chairperson to sign.

**ADDENDUM 19) Proposed Fiscal Year 2023 Homeland Security Grant Program (HSGP) Application and Resolution**

County Administrator - Emergency Services | Mikaela Torres

**Recommended Action:** A) approve the submittal of the Federal Fiscal Year 2023 HSGP Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Board Resolution No. 2023-45;" and B) authorize the Chairperson to sign the addendum letter.

**REGULAR AGENDA**

**20) Budget Amendment Supporting Sheriff Dispatch Technology Upgrade**

Sheriff | Shane Scott

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

**Recommended Action:**

- A) Amend the Fiscal Year 2023-2024 Jail CAD RMS Project Budget #022950 as follows: increase estimated revenue in Operating Transfers In Revenue Code No. 4998 by \$70,000 and increase appropriation in Special and Professional Services Object Code 5265 by \$70,000 (*4/5ths vote required*); and
- B) Amend the Fiscal Year 2023-2024 AB443 Fund #502709 as follows: increase appropriations Operating Transfer Out Object Code 5801 by \$70,000 (*4/5ths vote required*).

**21) Budget Amendment for Deferred Maintenance Project**

Public Works | Michael Errante

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

- Recommended Action:** A) Amend the Fiscal Year 2023-2024 ESAAA Budget (683000) as follows: increase estimated revenue in Federal Other (4552) by \$100,000 and increase appropriation in Operating Transfers Out (5801) by \$100,000 (*4/5ths vote required*); and
- B) Amend the Fiscal Year 2023-2024 Deferred Maintenance Budget (011501) as follows: increase estimated revenue in Operating Transfers In (4998) by \$100,000 and increase appropriation in Maintenance of Structures (5191) by \$100,000 (*4/5ths vote required*).



22) **Volunteer Workshop**

Board of Supervisors | Nate Greenberg, Grace Weitz, Aaron Holmberg, Ashley Helms, Meaghan McCamman  
2 hours (25min. Presentation)

**Recommended Action:** This is an informational workshop, however, direction may be given to staff as appropriate.

***ADDITIONAL PUBLIC COMMENT & REPORTS***

23) **Public Comment**

Comments may be time-limited

24) **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

December 19, 2023

Reference ID:  
2023-4366

### Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

#### ITEM SUBMITTED BY

Clerk of the Board

#### ITEM PRESENTED BY

Assistant Clerk of the Board

#### RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of December 5, 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](http://www.inyocounty.us).

#### FISCAL IMPACT:

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

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### ATTACHMENTS:

- Draft December 5, 2023 Minutes

**APPROVALS:**

Hayley Carter  
Darcy Ellis

Created/Initiated - 12/7/2023  
Final Approval - 12/7/2023



<i>Pioneer Cemetery District Reappointment</i>	December 27, 2027. Motion carried unanimously 4-0, with Supervisor Kingsley absent.
<i>Emergency Services – Terminate 2023 Storms/Runoff Emergency</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve staff's recommendation to terminate the local emergency proclaimed in response to the 2023 storms and projected spring runoff in March 2023. Motion carried unanimously 4-0, with Supervisor Kingsley absent.
<i>Emergency Services – Continue Tropical Storm Hilary Emergency</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve staff's recommendation to continue the local emergency proclaimed in response to Tropical Storm Hilary. Motion carried unanimously 4-0, with Supervisor Kingsley absent.
<i>HHS – Outdoor Equity Grants Program/Resos. No. 2023-38 &amp; 2023-39</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Resolution Nos. 2023-38 and 2023-39, authorizing Health and Human Services to apply for grant funding through the Outdoor Equity Grants Program administered by the California Department of Parks and Recreation. Motion carried unanimously 4-0, with Supervisor Kingsley absent.
<i>PW-Parks &amp; Rec – Caterpillar Loader Purchase</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to authorize issuance of a purchase order in the amount not to exceed \$311,274, payable to Quinn Company of Lancaster, CA for one (1) 2024 Caterpillar 938 M Wheel Loader. Motion carried unanimously 4-0, with Supervisor Kingsley absent.
<i>PW-Recycling &amp; Waste Management – American Refuse Contract Amendment 2</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve and ratify Amendment No. 2 to the contract between the County of Inyo and American Refuse of Wasco, CA increasing the contract to an amount not to exceed \$245,000 for waste tire hauling and recycling, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Kingsley absent.
<i>Public Works – Indy Courthouse HVAC Plans &amp; Specs</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the plans and specifications for the Independence Courthouse HVAC Project and authorize the Public Works Director to advertise for bids. Motion carried unanimously 4-0, with Supervisor Kingsley absent.
<i>Water Dept. – Little Lake Project N.O.I. Comment Letter</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve a comment letter in response to the Notice of Intent to Adopt a Mitigated Negative Declaration for the Little Lake Aqueduct Crossover Project and authorize the County Administrator to sign. Motion carried unanimously 4-0, with Supervisor Kingsley absent.
<i>Clerk-Recorder – Kofile Technology Contract Award</i>	<p>The Chairperson pulled the agenda item from the Consent Calendar to the Regular Agenda for further discussion and a report from Clerk-Recorder Danielle Sexton, who shared a PowerPoint presentation on the AB 1466-mandated records modernization and redaction project, and the process she undertook to find an appropriate vendor to do the work.</p> <p>Moved by Supervisor Orrill and seconded by Supervisor Marcellin to:</p> <ul style="list-style-type: none"> <li>A) Declare Kofile Technology, Inc. of Dallas, Texas, the successful respondent to Inyo County Request for Proposals for "Restrictive Covenant Modification &amp; Records Modernization Project per CA AB 1466 (2021)" project;</li> <li>B) Authorize a contract be entered into with Kofile Technologies, Inc. for the Provision of Restrictive Covenant Modification &amp; Records Modernization Services, in an amount not to exceed \$200,000 for the term of December 5, 2023 through December 4, 2025, contingent upon the Board's adoption of future budgets; and</li> <li>C) Authorize the County Clerk-Recorder to sign the Agreement between County of Inyo and Kofile Technologies, Inc., contingent upon all appropriate signatures being obtained.</li> </ul> <p>Motion carried unanimously 4-0, with Supervisor Kingsley absent.</p>

*HHS – Thurmond  
Consulting CoC  
Management Contract*

The agenda item was moved from the Consent Calendar to the Regular Agenda at the request of Supervisor Griffiths for further discussion. Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to:

- A) Declare Thurmond Consulting, LLC of Sacramento, California a sole-source provider of Continuum of Care (CoC) Grants Management and CoC Coordination;
- B) Ratify and approve the contract between the County of Inyo and Thurmond Consulting, LLC of Sacramento, California for the provision of Continuum of Care (CoC) Grants Management and CoC Coordination in an amount not to exceed \$250,000.00 for the period of July 1, 2023 through June 30, 2025, contingent upon the Board's approval of future budgets; and
- C) Authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained.

Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*CAO-Economic  
Development – CERF  
Workshop & Update*

Sierra Business Council Government and Community Affairs Director Stacy Corless provided an update on the Community Economic Resiliency Fund from the regional and state levels. Assistant CAO Meaghan McCamman followed with a workshop on CERF specifically related to Inyo County.

*CAO – USDA  
Broadband Grant  
Acceptance*

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to:

- A) Accept the US Department of Agriculture (USDA) Rural Development (RD), Rural Utilities Service (RUS) Grant Award for the Inyo County Application #GRANT13921206;
- B) Approve the USDA RD RUS Cooperative Agreement and Assurance Agreement in order to receive up to \$110,500 in reimbursable grant funding for Broadband Technical Assistance (BTA) to develop detailed last-mile broadband engineering designs for the Furnace Creek area, including Park Village: and
- C) Authorize the County Administrator to sign.

Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*Inyo Council for the  
Arts – Year-End ‘State  
of the Arts’ Report*

Inyo Council for the Arts Executive Director Lynn Cooper presented to the Board the ICA's year-end "State of the Arts" report, noting that sponsorship from the County helped to fund various programs and events. Ms. Cooper also introduced Ms. Sharon Freilich, who will be taking over as Executive Director following her upcoming retirement after 23 years.

Board members thanked Ms. Cooper for her dedicated service to the community, her passion for the arts, the partnership she helped forge between the ICA and Inyo County Probation and ensuring the presence of arts programs in the schools. Supervisor Griffiths noted that the Millpond Music Festival lost money every year for its first 8 or 9 years until Ms. Cooper took over, transforming the festival into a successful, beloved, and highly popular event.

*PW-Airports –  
Armstrong Consultants  
Contract Amendment  
2/Budget Amendment*

Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to, contingent upon the FAA's agreement to reimburse expenses incurred prior to grant award,

- A) Amend the Fiscal Year 2023-2024 Bishop Air Comm Terminal Budget (630500) as follows: Increase estimated revenue in Federal Grants Revenue Code 4555 by \$89,488; increase appropriation in Operating Transfers In Object Code 4998 by \$9,944; increase appropriation in Professional Services Object Code 5265 by \$99,432 (4/5ths vote required);
- B) Amend the Fiscal Year 2023-2024 Bishop Airport Operating Budget 150100 as follows: Increase appropriations in Operating Transfers Out Object Code 5801 by \$9,944 and decrease appropriations in Professional Services Object Code 5265 by \$9,944 (4/5ths vote required); and
- C) Approve Amendment No. 2 to the agreement between the County of Inyo and Armstrong Consultants of Grand Junction, CO, increasing the contract to an amount not to exceed \$195,132, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

Motion carried unanimously 4-0, with Supervisor Kingsley absent.

**CAO-Emergency Services – Wildfire Prevention Year-in-Review**

Inyo County Wildfire Prevention Coordinator Kristen Pfeiler gave a presentation on wildfire mitigation and prevention efforts over the last year.

**Public Comment**

Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda and there was no one wishing to speak.

**Board Member & Staff Reports**

CAO Greenberg reported on the recent in-house distribution of a strategic planning survey.

Supervisor Griffiths reported attending Christmas events in Bishop last weekend and a CSAC meeting and said he will be attending the ribbon-cutting for the new Buttermilk recreation area toilets as well as a Sierra Nevada Conservancy meeting in Yuba County tomorrow.

Supervisor Marcellin also reported attending Christmas events in Bishop last weekend.

Chairperson Roeser announced that Big Pine will be hosting Christmas events this weekend.

**Adjournment**

The Chairperson adjourned the meeting at 12:53 p.m. in honor of Pearl Harbor Remembrance Day and in memory of both victims and survivors, to 8:30 a.m. Tuesday, December 12, 2023, in the County Administrative Center in Independence.

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

Attest: **NATE GREENBERG**  
Clerk of the Board

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





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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

December 19, 2023

Reference ID:  
2023-4371

### Proposed Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program Application and Resolution

#### County Administrator - Emergency Services

ACTION REQUIRED

**ITEM SUBMITTED BY**

Mikaela Torres, Emergency Services Manager

**ITEM PRESENTED BY**

Mikaela Torres, Emergency Services Manager

**RECOMMENDED ACTION:**

Review the proposed Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program Application and, if deemed acceptable:

- A) Approve the submittal of the Fiscal Year 2023 EMPG Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Body Resolution (No. 2023-42);" and
- B) Authorize the Chairperson to sign the resolution and resolution addendum letter.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

This application coming before your Board today for consideration is to apply for funding through the Emergency Management Performance Grant (EMPG) Program for Fiscal Year 2023. This is federal Department of Homeland Security (DHS) funding administered through the California Governor's Office of Emergency Services (CalOES). Inyo County is eligible to apply for and receive \$128,756 in grant funds.

Although the grant is for FY 23/24, the grant application, assurances, and State Supplemental Guidance for the grant were not released until October 2022.

DHS/FEMA annually publishes the National Preparedness Report (NPR) to detail national progress in building, sustaining, and delivering core capabilities outlined in the goal of a secure and resilient nation. This analysis provides a national perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of concern.

The FY 2023 EMPG provides federal funds to assist local emergency management advance individual and jurisdictional preparedness and resilience.

In FY 17/18, the County created the Emergency Services Manager (ESM) position. Each year, a portion of the EMPG Program funds are budgeted to support the costs associated with the dedicated ESM position. The ESM position was created to revitalize and further the County's emergency services

training and response capabilities. Filling the ESM position has helped fulfill the demands of managing the County's emergency services needs, both locally and internally.

It has been recognized with the increased frequency in which natural disasters have occurred in Inyo County in recent years, most notably this past year, the importance and need for the County to have a dedicated staff person that can work closely with its regional CalOES and FEMA representatives, as well as with local partnering agencies.

In addition to the County's emergency response and post-emergency recovery work, the ESM serves as a day-to-day liaison between the County's Director of Emergency Services and County departments, other Operational Areas, CalOES, FEMA, local partnering agencies, local Tribes, local schools, local volunteer groups, and community members.

The ESM manages the 2021 and 2022 EMPG grants; the California Fire Safe-County Coordinator grant; the Homeland Security Grant Program FY20, FY21, and FY22; and the Homeland Security Mitigation Grant.

The ESM coordinates emergency management training and exercises for the County's workforce, collaborating closely with CalOES, the California Specialized Training Institute (CSTI), and the Texas A&M Engineering Extension (TEEX).

60% of the annual EMPG grant funds go to support the personnel costs, motorpool, and administrative expenses associated with the ESM position. The remaining funds will follow the 2023 EMPG California Supplemental guidance, which suggests subrecipients should fund projects that address areas for improvement as they relate to emergency management capabilities, such as logistics distribution and management, evacuation planning, disaster financial management, catastrophic disaster housing, and resilient communications. Remaining funds will support emergency preparedness, public education, and outreach activities and materials.

**FISCAL IMPACT:**

<b>Funding Source</b>	Grant Funded: EMPG FY2023	<b>Budget Unit</b>	623823
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	One-Time Expenditure / Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
This grant will bring in \$128,756 in revenue for the term period July 1, 2023 through June 30, 2025.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

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

Your Board could choose not to apply for the 2023 EMPG Program funding. However, this is not recommended as demands for County emergency services preparation, response, recovery and training will exceed the capacity of current County resources. As a result, the County's effectiveness in day-to-day operations, as well as emergency preparedness and response, is diminished.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. FY 2023 EMPG Governing Body Resolution

2. FY 2023 Subaward

**APPROVALS:**

Mikaela Torres	Created/Initiated - 12/11/2023
Mikaela Torres	Approved - 12/11/2023
John Vallejo	Approved - 12/11/2023
Amy Shepherd	Approved - 12/12/2023
Nate Greenberg	Final Approval - 12/13/2023

**Governing Body Resolution**  
**RESOLUTION \_\_\_\_\_**

BE IT RESOLVED BY THE \_\_\_\_\_ **Board of Supervisors** \_\_\_\_\_  
(Governing Body)

OF THE \_\_\_\_\_ **County of Inyo** \_\_\_\_\_ THAT  
(Name of Applicant)

\_\_\_\_\_  
**County Administrative Officer** \_\_\_\_\_, OR  
(Name or Title of Authorized Agent)

\_\_\_\_\_  
**Director of Emergency Services** \_\_\_\_\_, OR  
(Name or Title of Authorized Agent)

\_\_\_\_\_  
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California.

**2023 Emergency Management Performance Grant**

Passed and approved this \_\_\_\_\_ **19<sup>th</sup>** day of \_\_\_\_\_ **December** \_\_\_\_\_, **20 23**

***Certification***

I, \_\_\_\_\_ **Darcy Ellis** \_\_\_\_\_, duly appointed and  
(Name)

\_\_\_\_\_  
**Assistant Clerk** \_\_\_\_\_ of the \_\_\_\_\_ **Board of Supervisors** \_\_\_\_\_  
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the \_\_\_\_\_ **Board of Supervisors** \_\_\_\_\_ of the \_\_\_\_\_ **County of Inyo** \_\_\_\_\_ on the  
(Governing Body) (Name of Applicant)

\_\_\_\_\_  
**19<sup>th</sup>** day of \_\_\_\_\_ **December** \_\_\_\_\_, **20 23**

\_\_\_\_\_  
**Assistant Clerk of the Board**  
(Official Position)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# Instruction Sheet for the Governing Body Resolution & Addendum to GBR

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## Purpose

The purpose of the Governing Body Resolution (GBR) is to appoint individuals to act on behalf of the governing body and the OA.

**Note:** Self Certifications are not accepted as a valid Governing Body Resolution. You cannot self certify that you are an authorized agent. Another Board member will need to sign the lower portion of the GBR.

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## Authorized Agent(s)

The Governing Body Resolution allows for the appointment of individuals or positions. **For each person or position appointed by the governing body, you must submit the following information, with the resolution, to Cal OES on the applicant's letterhead:**

- |   |  |
|---|--|
| <input type="checkbox"/> Name                             | <input type="checkbox"/> Title               |
| <input type="checkbox"/> Jurisdiction                     | <input type="checkbox"/> E-Mail Address      |
| <input type="checkbox"/> Street Address (City & Zip Code) | <input type="checkbox"/> Phone & Fax Numbers |
- 

## Authorized Agent Changes

- If the Governing Body Resolution identified Authorized Agents by position and/or title, changes can be made by submitting new Authorized Agent information to Cal OES, as indicated above.
- If the Governing Body Resolution identified Authorized Agents by name, a new Resolution is needed when any changes are made. The information list above must also be submitted with the new Resolution.



October 16, 2023

Nate Greenberg  
CAO-Director of Emergency Services  
Inyo County  
P.O. Drawer N  
Independence, CA 93526

**DELIVERED VIA E-MAIL:**ngreenberg@inyocounty.us

**SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL**

Fiscal Year (FY) 2023 Emergency Management Performance Grant (EMPG)  
Subaward #2023-0006, Cal OES ID#027-00000  
Subaward Performance Period: July 1, 2023, to June 30, 2025

Dear Mr. Greenberg:

We are pleased to announce the approval of your FY 2023 EMPG subaward in the amount of \$128,756.

Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward performance period.

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.



Nate Greenberg  
October 16, 2023  
Page 2 of 2

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,



NANCY WARD  
Director



---

Nate Greenberg  
Inyo County

11/06/2023

Date





## BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373  
email: [dellis@inyocounty.us](mailto:dellis@inyocounty.us)



December 19, 2023

California Office of Emergency Services  
Emergency Management Grants Unit  
3650 Schriever Avenue  
Mather, CA 95655

On December 19, 2023, the Inyo County Board of Supervisors resolved that the County Administrative Officer/Director of Emergency Services was authorized to execute for and on behalf of the County of Inyo any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and subawarded through the State of California.

Inyo County's Administrative Officer is also the designated Director of Emergency Services. Mr. Nate Greenberg serves in both of these capacities. His information is as follows:

Nate Greenberg  
County of Inyo Administrative Officer  
Director of Emergency Services  
224 N. Edwards Street  
P.O. Drawer N (use as mailing address)  
Independence, CA 93526  
[ngreenberg@inyocounty.us](mailto:ngreenberg@inyocounty.us)  
(760) 937-1209-phone  
(760) 878-0465-FAX

Sincerely,

Jen Roeser  
Chairperson, 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

December 19, 2023

Reference ID:  
2023-4370

### Wildfire Preparedness Outreach Grant and Stipend from California Fire Safe Council & California Office of Emergency Services

County Administrator - Emergency Services

ACTION REQUIRED

#### ITEM SUBMITTED BY

Kristen Pfeiler, Wildfire Preparedness Coordinator

#### ITEM PRESENTED BY

Kristen Pfeiler, Wildfire Preparedness Coordinator

#### RECOMMENDED ACTION:

Accept grant award for the amount of \$3200 from the California Fire Safe Council (CFSC) and CalOES and authorize Wildfire Preparedness Coordinator to sign subaward agreement.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County was selected to receive a non-competitive grant from the California Fire Safe Council and CalOES. This grant includes outreach and tabling materials and a \$3,200 stipend. This \$3,200 will be used for the following:

- Tools - \$500 for home hardening demonstration kits to show community members vent styles, roofing types, fire caulking, non-combustible tape, flashing, etc. during outreach events and community meetings.
- Event supplies - \$1,700 for refreshments for 10 community meetings (roughly \$170 per community meeting).
- Outreach - \$1,000 for promotional materials (fliers, radio ads, press releases, pamphlets and brochure printing) and gift cards for a raffle at community meetings (two \$25 gift cards per community meeting).

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant Funded (CFSC/CalOES)	<b>Budget Unit</b>	023700
<b>Budgeted?</b>	No	<b>Object Code</b>	5311
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			

## Additional Information

### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve this. However, it is not recommended because Inyo County was selected by CalOES and California Fire Safe Council (CFSC) to receive this award to assist the nascent program with outreach efforts.

### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

### ATTACHMENTS:

1. CalOES Subaward

### APPROVALS:

Kristen Pfeiler	Created/Initiated - 12/11/2023
Mikaela Torres	Approved - 12/11/2023
John Vallejo	Approved - 12/11/2023
Amy Shepherd	Approved - 12/12/2023
Nate Greenberg	Final Approval - 12/13/2023



September 15, 2023

Kristen Pfeiler  
County of Inyo  
1360 N Main St.  
Bishop, CA 93514



Dear Kristen,

Congratulations! The California Fire Safe Council (CFSC) is pleased to provide an award of an outreach kit and stipend for County of Inyo's "Ready Inyo Outreach Kit" project, (the "Project"). The County of Inyo, hereinafter referred to as the "subrecipient," enters this subaward agreement (the "agreement") on the date of the last signature on this agreement below, following the terms and conditions set forth herein.

Funding for this project is from Listos California Target Grant (LG) Program of the California Governor's Office of Emergency Services (Cal OES) through the CFSC. The project being funded is as described in the subrecipients' original application for funding. This subaward agreement outlines the grant's procedures and requirements.

The assigned number for this grant is 22 Cal OES 446083. (Please refer to this number when contacting the CFSC about this subgrant). Total funding provided for this Project shall not exceed \$3,200. The subrecipient shall assume all obligations to furnish any additional funds necessary to complete the project.

## **SECTION 1: PURPOSE**

California Fire Safe Council has partnered with the 2022 Cal-OES Listos Target Grant Program to offer resources, supplies and equipment to community-based organizations through California to implement localized wildfire disaster preparedness activities in vulnerable populations. The Listos Target Grant Programs supports California Fire Safe Council's critical target areas of community wildfire risk reduction through a continuation of successful risk reduction and education programs. This work is intended to increase communities' disaster preparedness, response, recovery, and mitigation capabilities.

## **SECTION 2: TERM OF SUBAWARD**

The term of this agreement is from September 15, 2023, through December 31, 2023, and shall terminate upon CFSC determination that the project subject to this agreement is complete (the "term"). The term of this agreement is from September 15, 2023, through December 31, 2023, and shall terminate upon CFSC's determination that the project subject to this agreement is complete (the

“term”). Work shall not commence prior to this agreement's execution by both parties. An agreement is considered fully executed upon signature and approval by an authorized representative of CFSC. The subrecipient shall not receive funding for portions of the project completed outside of the term. The subrecipient agrees to comply with all applicable state and local laws governing the funds provided under this agreement; in addition, subrecipient will follow customary accounting principles consistently applied and their organization’s written policies and procedures related to financial and program management.

In addition to the terms and conditions of this agreement, the subrecipient agrees that the terms and conditions contained in the documents set forth below are hereby incorporated, unless otherwise not required, and made part of this agreement:

- a) [Cal OES 2022 Subrecipient Handbook](#)
- b) The submitted application, project budget, deliverables, and attachments.
- c) The CFSC Award Handbook

### **SECTION 3: PRIVACY OF CONTRACT**

The subrecipient understands and agrees that privity of contract exists between CFSC and the subrecipient. That is, the relationship concerning this subaward is strictly between CFSC and the subrecipient. The subrecipient understands and agrees that neither Cal OES or any of its affiliates, the state of California, nor the United States shall be, or are intended to be, a party to this subaward, any contract with the subrecipient, any solicitations, request for proposals, or disputes on the execution, interpretation, or enforcement of any contract, including this subaward, between CFSC and the subrecipient.

### **SECTION 4: REPORTS**

The subrecipient shall use CFSC’s ZoomGrants reporting system for subaward reporting, document submission, and other subaward-related functions. The subrecipient agrees to submit to CFSC all required deliverables and reports via CFSC’s ZoomGrants system.

Subrecipient shall submit final financial and programmatic reports, and a closeout report, using the forms provided in ZoomGrants.

Final Report:

January 31, 2024 (for the reporting period September 15, 2023 – December 31, 2023).

The subrecipient shall submit final financial and programmatic report(s) using the forms provided in ZoomGrants. Due to the condensed timeline, the subrecipients will only submit a final report, no mid-term reports are being required.

The final report should include:

1. A final report narrative, including information on engagement activity.
2. A final financial report on actual costs
3. One (1) digital version of products, publications, flyers, communications and/or educational materials, best practice guides, newspaper clippings and other materials developed using grant funds over the entirety of the project.
4. A final success story of the project. (Template included)
5. Photos: high resolution digital photos showing the project's outcomes and events.

Failure to comply with all reporting and closeout procedures by the deadlines will be considered noncompliance with the terms of agreement. Such noncompliance may be considered in the evaluation of organizational capacity for future subawards.

## **SECTION 5: PAYMENTS**

Payments to the subrecipient shall be in the form of electronic direct deposit through ACH processing to the subrecipient's bank account. (ACH processing is a safe form of a bank wire from CFSC's bank to Subrecipient's bank.). Payments for work conducted under this agreement will be made on an advanced basis and are contingent upon the receipt by CFSC of sufficient funds from CAL OES pursuant to the master award. Payments shall be made upon receipt and approval of a payment request form and a financial report detailing current charges and total-to-date charges by major budget categories.

The subrecipient must provide a completed ACH authorization Form and W-9 in ZoomGrants prior to any initial payment being made.

CFSC reserves the right to deny any request for new payment.

To submit a payment request, the subrecipient must submit the request in ZoomGrants, by selecting the financials tab and completing the payment invoice Form.

## **SECTION 6: TITLE TO AND USE OF EQUIPMENT AND SUPPLIES**

Title to any supplies or equipment purchased during the term under this agreement will vest upon acquisition in the subrecipient. Notwithstanding the foregoing, the subrecipient shall have a free, irrevocable license to use the equipment or supplies.

## **SECTION 7: EQUIPMENT**

Equipment records must contain the following information:

- A description of the property, serial number, or other identification number, identification of the title holder, acquisition date, cost of the equipment, percentage of cost supported with



grant subaward funds, location of the equipment, use and condition of the equipment, and disposition data, including date of disposal or sale price.

- A physical inventory of equipment shall be performed, and the results reconciled with the equipment records at least once every two years.
- Subrecipients are responsible for maintaining all equipment purchased with grant subaward funds and must be available for review by Cal OES staff.

## **SECTION 8: TITLE TO AND USE OF WORK PRODUCTS AND DATA**

Title to all materials developed with funds from this agreement vests in the subrecipient. Notwithstanding the foregoing, subrecipient shall have a free, irrevocable license to use, publish, or distribute all such materials. The word “materials” may include, but is not limited to reports, studies, photographs, computer programs, drawings, writings, or other similar works or documents, along with all supporting data and material, produced under this agreement.

CFSC reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use the materials for CFSC educational or promotional purposes. CFSC will always attempt to do this with subrecipient’s notification and/or consent.

## **SECTION 9: PERMITS/ENVIRONMENTAL COMPLIANCE**

The subrecipient shall ensure that the project follows all applicable environmental and cultural resource laws – federal, state, and local – prior to beginning any ground-or vegetation -disturbing activities. Projects were selected based on the subrecipient’s assurance that environmental and cultural permits were either not necessary or are already in place. Chippers, chipper days, education, Home Ignition Zone (HIZ) training, and the like, usually do not require a permit.

## **SECTION 10: SUBAWARDS**

Subrecipients are prohibited from sub-awarding any part of this project to another organization.

## **SECTION 11: RECORD RETENTION**

All subrecipient records must be kept for seven years after the closing date of the project, or one year after final disposition of any disputed audit findings, whichever occurs later unless it is the subrecipient’s policy to retain records for a longer duration. Upon completion of the subaward the subrecipient must maintain copies of all grant documentation including but not limited to receipts, contractors, expense and accounting records, correspondence, bid notices, time sheets, personnel time, in a safe, retrievable storage location. Such documentation shall be sent to CFSC upon request by CFSC or Cal OES.

## **SECTION 12: SITE VISITS**

CFSC staff will conduct a grant award workshop within 3 months of the project start date. Attendance at the award workshop is mandatory. The date and time of the workshop will be announced in advance.

In addition, CFSC staff may conduct a minimum of one monitoring visit/desk review and may schedule additional visits during the term of agreement, to ensure program compliance and that work is in accordance with the approved scope of work. A CFSC grant specialist will contact the subrecipient to schedule the visit(s) and inform the subrecipient of any items to be reviewed.

## **SECTION 13: LOGO & PUBLIC NOTICES**

Subrecipient shall cooperate with CFSC to release information about this project to the press or other news media.

Subrecipient must not use California Governor's Office of Emergency Services/Listos! trademarks or service marks without California Volunteers prior written consent. Please contact CFSC Staff for approval.

Subrecipient must not use CFSC's logo, trademarks, or service marks without CFSC's prior written consent. Please contact CFSC Staff for approval.

Recognition for projects, activities and products should be included on all products developed with grant funds. The subrecipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce the progress and accomplishments. Items such as press releases or other public notices shall include a statement as follows: "Funding for this project was provided by a grant from the California Governor's Office of Emergency Services, Listos California Target Grant (LG) Program, through the California Fire Safe Council."

## **SECTION 14: MODIFICATIONS**

Program and budget modifications require prior written approval from CFSC. It is the expectation of CFSC that the subrecipient must make every effort to complete the approved project within the established grant term. CFSC cannot honor any requests for extensions of time past the stated deadline of December 1, 2023.

## **SECTION 15: NOTIFICATION**

The subrecipient shall immediately notify CFSC of developments that significantly impact activities supported under this agreement. Written notification shall be given in case of problems, delays or adverse conditions that materially impact the ability to meet the agreement's objectives. This

notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation. Notice should be sent to your CFSC grant specialist.

## **SECTION 16: INSURANCE**

The subrecipient shall maintain general and commercial liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage combined; if applicable, workers' compensation insurance of not less than \$1,000,000; and, if applicable, commercial automobile insurance on owned, hired and/or non-owned vehicles of not less than \$1,000,000 throughout the term of the Project. All such policies shall provide that CFSC, and their respective officers, agents, employees, and servants are included as additional insureds as far as the performance of this Agreement are concerned. Subrecipient shall provide certificate(s) of insurance reflecting that this coverage is in effect upon acceptance of this Agreement. In the event of any change in the insurance coverage, the subrecipient shall provide updated certificate(s) of coverage.

## **SECTION 17: NON-LIABILITY**

CFSC does not assume liability for any third-party claims for damages arising out of this agreement. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees, to the extent authorized by applicable laws that it will assume all risks and liability to itself, its agents or employees, for any injury to persons or property resulting from any operations of its agents or employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from any and all clauses due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own agents to this agreement. The subrecipient agrees to carry appropriate liability insurance (e.g., general liability, directors and officers, errors, and omissions, as examples) to safeguard funds and assets acquired through this agreement.

## **SECTION 18: PROJECT TERMINATION**

This agreement may be terminated by the CFSC or the subrecipient upon 30 days written notice to the other party.

If either party terminates the agreement prior to the completion of the project, the subrecipient shall take all reasonable measures to prevent further costs to the project under the agreement and CFSC shall be responsible for any reasonable and non-cancelable obligations incurred by Subrecipient in the performance of this agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this agreement.

Failure by the subrecipient to comply with the terms of this agreement may cause the suspension of all obligations of CFSC hereunder at the discretion of CFSC.

Failure of the subrecipient to comply with the terms of this agreement shall not be the cause for the suspension of all obligations of CFSC hereunder if in the judgement of CFSC such failure was due to no fault of subrecipient. At the discretion of CFSC, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.

Final payment to the subrecipient may not be made until CFSC determines the project conforms to this agreement.

If the subrecipient terminates the project pursuant to this section 18, the subrecipient shall return all unused monies awarded pursuant to this agreement within 30 days to CFSC.

### **SECTION 19: NON-DISCRIMINATION**

The California Fire Safe Council and the state of California prohibits discrimination in all its programs and activities based on race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. The subrecipient certifies it shall not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of all state and federal civil rights laws.

### **SECTION 20: ASSURANCES**

1. **EQUAL EMPLOYMENT OPPORTUNITY**

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status p[rotected by state or federal law.

2. **DRUG-FREE WORKPLACE ACT OF 1990**

The Subrecipient certifies it will comply with with Drug-Free Wokplace Act of 1990

3. **California Environmental Quality Act (CEQA)**

The Subrecipient certifies that, if the activities of the Agreement meet the definition og a “project” pursuant to the CEQ, Section 20165, it will comply with all requirements of CEQA.

4. **Lobbying**

The Subrecipient certifies it will not use the Agreement funds, materials or equipment for any lobbying activities.

### **SECTION 21: CONFLICT OF INTEREST**

The subrecipient or anyone acting on behalf of the subrecipient shall not have any conflicting personal and/or financial interests in performing the duties of this agreement.

## **SECTION 22: SPECIAL CONDITIONS**

No research and development (R&D) activities are permitted under this subaward agreement.

## **SECTION 23: DISPUTE RESOLUTION PROCEDURES**

Mediation of Disputes. Any dispute or claim in law or equity arising out of this agreement, the subaward or any resulting transaction including, but not limited to, any and all disputes regarding the auditing of or the use of the subaward by the subrecipient and any and all other disputes between CFSC and the subrecipient, including any and all legal, monetary, equitable, including injunctive relief (collectively referred to herein as “disputes”), shall be subject to mediation as a condition precedent to arbitration. The parties shall endeavor to resolve any disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Arbitration and Mediation Procedures of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration, but in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fees and any filing fees equally. The mediation shall be held at a location in Sacramento, California that is mutually agreed upon by the parties and shall be a minimum of a four-hour mediation before satisfaction of mediation as a condition precedent to arbitration is satisfied. Agreements reached in mediation shall be enforceable as settlements in any court having jurisdiction thereof.

Arbitration of Disputes. Any dispute or claim in law or equity arising out of this agreement, the Subaward or any resulting transaction including, but not limited to, any and all disputes regarding the auditing of or the use of the subaward by the subrecipient and any and all other disputes between CFSC and the subrecipient, including any and all legal, monetary, equitable, including injunctive relief (collectively referred to herein as “disputes”), subject to enforceability determined by the arbitrator, shall be decided by neutral binding arbitration, with an arbitrator that has at least 10 years of experience as an auditor and is familiar with generally accepted accounting principles for state and local government units and with auditing standards generally accepted in the United States of America; Government Auditing Standards issued by the Comptroller General of the United States; the Single Audit Act of 1984 as amended in July 1996 and the provisions of the Office of Management and Budget (OMB) Guidance 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - Subpart F – Audit Requirements. The arbitrator shall be mutually agreed upon by the parties. If the parties cannot agree on an arbitrator, the parties shall alternately strike names from a list provided by the American Arbitration Association until only one name remains. The parties shall share the arbitrator's fees and any filing fees equally. The arbitrator shall conduct the arbitration in accordance with the expedited procedures provided for in the Commercial Arbitration and Mediation Procedures of the American Arbitration Association currently in effect and not by court action, except as provided by law for judicial review of Arbitration proceedings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction

thereof. The arbitrator shall not have the power to award punitive damages. In the event of a disagreement as to the selection of an arbitrator, the Judicial Mediation and Arbitration Services, Inc. office, shall select an arbitrator who meets the qualifications required in the arbitration provision above. Claims less than \$10,000.00 shall be litigated in the Small Claims Court at the request of either party, however, initiation of a Small Claims Court action shall not be deemed a waiver by the other party of its right to arbitrate any counter or cross claims.

NOTICE: BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO HAVE ANY DISPUTE GREATER THAN \$10,000.00 ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION WILL BE SUBJECT TO NEUTRAL ARBITRATION.

#### **SECTION 24: AUTHORITY AND ACCEPTANCE**

The Subrecipient certifies it has the written authority to enter into a specific agreement (indicated by the Subrecipient Contact) and applicable agreement amendments with CFSC. All necessary action has been taken by the subrecipient to accept this agreement, authorize the undersigned to execute this agreement, and perform the project as set forth in this agreement.

#### **SECTION 25: CONTACTS**

##### **Subrecipient Contact**

Kristen Pfeiler  
kristen.pfeiler@inyocounty.us  
760-878-8444

##### **CFSC Grant Specialist Contact**

Thomas Shumaker, Ph.D.  
tshumaker@cafiresafecouncil.org  
279-599-3753

**SECTION 26: SIGNATURES**

**County of Inyo**

DocuSigned by:  
*Kristen Pfeiler* 12/7/2023 | 16:35:05 PST  
9F49E599640A436...  
 Signature Date  
 Kristen Pfeiler wildfire Preparedness Coordinator  
 Full Name Title

**California Fire Safe Council**

DocuSigned by:  
*Jacy Hyde* 12/7/2023 | 16:42:21 PST  
1E0185B6060C42C  
 Jacy Hyde, Ph.D., Executive Director Date

**Best wishes for success on the project!**

**FOR CFSC USE**

Reviewed and approved:

DocuSigned by:  
*Amber Gardner* Amber Gardner 11/20/2023 | 14:28:09 PST  
5599995EC37B413...  
 Clearinghouse Manager Name Date

DocuSigned by:  
*Jessica Martinez* Jessica Martinez 11/28/2023 | 09:30:36 PST  
52A0F6DE64E24C4...  
 Program Director Name 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

December 19, 2023

Reference ID:  
2023-4326

### Authorization to Hire Home Visiting Supervisor at Range 70, Step E (\$6,502)

#### Health & Human Services - Health/Prevention

ACTION REQUIRED

#### ITEM SUBMITTED BY

Anna Scott, Health & Human Services Director

#### ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

#### RECOMMENDED ACTION:

Approve the hiring of one (1) Home Visiting Supervisor at Range 70, Step E (\$6,502).

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Health and Human Services Department (HHS) conducted an open recruitment for a new position, Home Visiting Supervisor, that was approved as part of the FY 23/24 budget. From that recruitment, the selected candidate is an internal employee who has previously held a similar position in the HHS Public Health and Prevention Division: Human Services Supervisor-Tobacco Control. Per Inyo County Personnel Rules and Regulations Article 5, Section 5.14, hiring this employee at step E is important to the successful operation of our Department and meets the unusual circumstances' requirement defined in this section.

This candidate has worked for Inyo County in the HHS and Child Support Department for the past 10 years and most recently held the position of Prevention Specialist in the Home Visiting Program. In this role, the candidate has become familiar with the program's scope of work and will not have a steep learning curve when stepping into the supervisory role. The Department respectfully requests permission to hire the candidate at Range 70, Step E, and retroactively apply that level of pay to the date the candidate moved into the new position: December 7, 2023, pursuant to Article 5, Section 5.14 of the Inyo County Personnel Rules and Regulations.

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant Funded (CDPH CA Home Visiting Grant)	<b>Budget Unit</b>	613595
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5001-5043
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			

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

Your Board could choose to deny the Department's request to hire this internal candidate at Step E. This is not recommended as doing so would require the candidate to accept the job offered at Step C or decline the position which would significantly impact Health and Human Services' ability to perform the critical functions performed by this position.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:****APPROVALS:**

Anna Scott	Created/Initiated - 12/5/2023
Darcy Ellis	Approved - 12/5/2023
Anna Scott	Approved - 12/6/2023
Keri Oney	Approved - 12/12/2023
Melissa Best-Baker	Approved - 12/12/2023
John Vallejo	Approved - 12/12/2023
Amy Shepherd	Approved - 12/12/2023
Nate Greenberg	Final Approval - 12/13/2023





# 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



## AGENDA ITEM REQUEST FORM

December 19, 2023

Reference ID:  
2023-4365

# Yucca Mountain Certification of Funds for Federal Fiscal Year 2023

## Planning Department

ACTION REQUIRED

### ITEM SUBMITTED BY

Cathreen Richards, Planning Director

### ITEM PRESENTED BY

Cathreen Richards, Planning Director

### RECOMMENDED ACTION:

- A) Certify that \$41,712.37 in funds provided to Inyo County as an Affected Unit of Local Government (AULG) under the Nuclear Waste Policy Act, as amended, have been expended in accordance with the provisions of that Act, Public Law 97-425; and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85);
- B) Authorize the Chairperson to sign the certification; and,
- C) Direct Staff to submit the certification to the U.S. Department of Energy.

### BACKGROUND / SUMMARY / JUSTIFICATION:

Section 116(c) of the Nuclear Waste Policy Act of 1982 (Act), as amended, defines the activities that may be undertaken by affected units of local government, which include monitoring, oversight, and impact assessment. The Nuclear Waste Policy Act of 1982 and the Energy and Water Development and Related Agencies Appropriations Act, 2010 (Public Law 111-85) prohibit the use of these funds to pursue legislation against the U.S. Government, for any lobbying activity, or to support multi-state efforts or other coalition building activities inconsistent with the restrictions contained in the Act. Under the Energy and Water Development and Related Agencies Appropriations Act, in Federal Fiscal Year 2023, monies were expended by Inyo County which had been previously provided to the County by the U.S. Department of Energy to conduct appropriate activities and participate in licensing activities. The Nuclear Waste Policy Act requires that the County annually certify that the funds were used in accordance with the Act and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85).

The Yucca Mountain Repository Assessment Office under the guidance of the Planning Department has been responsible for the expenditure of the funds received from the Department of Energy. These funds have been expended in accordance with the relevant Federal laws as stated in the certification. The attached certification form states that the monies received from the U.S. Department of Energy were expended by Inyo County on activities that are allowable as defined under applicable federal laws, including the Nuclear Waste Policy Act of 1982, Public Law 97-425 and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85). The 2022-2023 expenditures were primarily used for the County's hydrological consultants to monitor wells for groundwater data in the Amargosa and Death Valley regions as it pertains to the Yucca Mountain Repository project and for staff to attend the Devil's Hole Conference.

**FISCAL IMPACT:**

<b>Funding Source</b>	Yucca Mountain Oversight Budget	<b>Budget Unit</b>	620605
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

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

The Board could decide not to submit the annual certification; however, if a certification is not submitted, the County would no longer be eligible to receive funds for this program.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Certification FY 2023
2. 2022-2023 Expenditures

**APPROVALS:**

Cathreen Richards	Created/Initiated - 12/6/2023
Darcy Ellis	Approved - 12/6/2023
John Vallejo	Approved - 12/7/2023
Amy Shepherd	Approved - 12/12/2023
Nate Greenberg	Approved - 12/13/2023
Cathreen Richards	Final Approval - 12/13/2023



**CERTIFICATION OF EXPENDITURE OF FUNDS  
FOR FEDERAL FISCAL YEAR 2023**

This is to certify that Inyo County, California has expended funds during Federal Fiscal Year 2023 in the amount \$41,712.37 provided to it through direct payment by the U.S. Department of Energy, and that all such expenditures were for allowable activities as defined under applicable federal laws, including the Nuclear Waste Policy Act of 1982, Public Law 97-425 and Energy and Water Development and Related Agencies Appropriations Act, 2010 (Public Law 111-85).

It is further certified that none of the funds were: (1) used directly or indirectly to influence legislative action on any matter pending before Congress or a State legislature or for lobbying activity in violation of 18 U.S.C. 1913; (2) used for litigation expenses; or (3) used to support multi-state efforts or other coalition building activities inconsistent with the restrictions contained in the Nuclear Waste Policy Act of 1982, Public Law 97-425, and the Act.

BY: \_\_\_\_\_  
Jennifer Roeser, Chairperson  
Inyo County Board of Supervisors  
Date

ATTEST: \_\_\_\_\_  
Darcy Ellis, Board Clerk  
Date

U.S. Department of Energy  
Kimberly.Petry@Nuclear.Energy.gov

Sort Order: Object within BUDDUNIT

SELECT BUDGET UNIT: 620605 ; OBJECT: 5000-5999

LG BUDGET UNIT	Primary Ref	Transaction Description	SS Ref	Date	Job No	Debit	Credit	NET
GL 620605-5025	RETHLTH1022	2223 ACTUAL RETIREE HEALTH	JE	10/31/22	03276095	399.83	0.00	399.83
GL 620605-5025	RETHLTH1122	2223 ACTUAL RETIREE HEALTH	JE	11/30/22	03276100	399.83	0.00	799.66
GL 620605-5025	RETHLTH1222	2223 ACTUAL RETIREE HEALTH	JE	12/31/22	03276105	399.83	0.00	1,199.49
GL 620605-5025	RETHLTH0123	2223 ACTUAL RETIREE HEALTH	JE	01/31/23	03276107	399.83	0.00	1,599.32
GL 620605-5025	RETHLTH0223	2223 ACTUAL RETIREE HEALTH	JE	02/28/23	03276115	399.83	0.00	1,999.15
GL 620605-5025	RETHLTH0323	2223 ACTUAL RETIREE HEALTH	JE	03/31/23	03276120	399.83	0.00	2,398.98
GL 620605-5025	RETHLTH0423	2223 ACTUAL RETIREE HEALTH	JE	04/30/23	03276127	399.83	0.00	2,798.81
GL 620605-5025	RETHLTH0523	2223 ACTUAL RETIREE HEALTH	JE	05/31/23	03276131	399.83	0.00	3,198.64
GL 620605-5025	RETHLTH0623	2223 ACTUAL RETIREE HEALTH	JE	06/30/23	03276163	399.87	0.00	3,598.51
GL 620605-5025	RETHLTH0723	2223 ACTUAL RETIREE HEALTH	JE	07/31/23	03423924	4,061.64	0.00	7,660.15
GL 620605-5025	RETHLTH0823	2223 ACTUAL RETIREE HEALTH	JE	08/31/23	03529746	933.16	0.00	8,593.31
GL 620605-5025	RETHLTH0923	2223 ACTUAL RETIREE HEALTH	JE	09/30/23	03529750	933.17	0.00	9,526.47
*****Total *OBJT 5025		RETIREE HEALTH BENEFITS	DR			10,459.64	0.00	10,459.64
GL 620605-5124	JN220506	FY22/23 PLANNING LEGAL SERVICE	JE	06/25/23	03455380	56.63	0.00	56.63
*****Total *OBJT 5124		EXTERNAL CHARGES	DR			56.63	0.00	56.63
GL 620605-5232	80656173 0323	AMAZON ACCT# 4866913280656173	OH	04/05/23	03378079	646.49	0.00	646.49
*****Total *OBJT 5232		OFFICE & OTHER EQUIP < \$5,000	DR			646.49	0.00	646.49
GL 620605-5265	INYOYUCCAMT20	HYDRODYNAMICS G YUCCA MT CONSU	OH	10/07/22	03267584	1,206.76	0.00	1,206.76
GL 620605-5265	090122-093022	JAMES, GREGORY LEGAL SERVICES	OH	10/12/22	03271030	277.50	0.00	1,484.26
GL 620605-5265	168129	ROUX ASSOCIATES P#3777.0001500	OH	11/14/22	03288369	4,085.00	0.00	5,569.26
GL 620605-5265	168122	ROUX ASSOCIATES P#3777.0001500	OH	11/30/22	03297514	14,792.19	0.00	20,361.45
GL 620605-5265	91040743	U.S. GEOLOGICAL CUST# 60000010	OH	01/19/23	03330001	2,000.00	0.00	22,361.45
GL 620605-5265	91062114	U.S. GEOLOGICAL CUST# 60000010	OH	04/27/23	03393873	2,000.00	0.00	24,361.45
GL 620605-5265	91085178	U.S. GEOLOGICAL CUST# 60000010	OH	06/25/23	03462528	2,000.00	0.00	26,361.45
GL 620605-5265	91085178	U.S. GEOLOGICAL CUST# 60000010	OH	06/25/23	03479486	2,000.00	0.00	28,361.45
GL 620605-5265	91085178	U.S. GEOLOGICAL CUST# 60000010	TR	08/24/23	03479482	0.00	2,000.00	26,361.45
GL 620605-5265	91102221	U.S. GEOLOGICAL CUST# 60000010	OH	09/21/23	03496244	2,000.00	0.00	28,361.45
*****Total *OBJT 5265		PROFESSIONAL & SPECIAL SERVICE	DR			30,361.45	2,000.00	28,361.45
GL 620605-5311	ST0323P	MAR23 PAPER BILLING	JE	04/13/23	03384991	100.22	0.00	100.22
*****Total *OBJT 5311		GENERAL OPERATING EXPENSE	DR			100.22	0.00	100.22
GL 620605-5315	COSTPLAN1022	OCT22 COSTPLAN	JE	10/31/22	03275790	123.67	0.00	123.67
GL 620605-5315	COSTPLAN1122	NOV22 COSTPLAN	JE	11/30/22	03275793	123.67	0.00	247.34
GL 620605-5315	COSTPLAN1222	DEC22 COSTPLAN	JE	12/31/22	03275800	123.67	0.00	371.01
GL 620605-5315	COSTPLAN0123	JAN23 COSTPLAN	JE	01/31/23	03275808	123.67	0.00	494.68
GL 620605-5315	COSTPLAN0223	FEB23 COSTPLAN	JE	02/28/23	03275822	123.67	0.00	618.35
GL 620605-5315	COSTPLAN0323	MAR23 COSTPLAN	JE	03/31/23	03275828	123.67	0.00	742.02
GL 620605-5315	COSTPLAN0423	APR23 COSTPLAN	JE	04/30/23	03275872	123.67	0.00	865.69
GL 620605-5315	COSTPLAN0523	MAY23 COSTPLAN	JE	05/31/23	03275881	123.67	0.00	989.36
GL 620605-5315	COSTPLAN0623	JUN23 COSTPLAN	JE	06/30/23	03275992	123.63	0.00	1,112.99
GL 620605-5315	COSTPLAN0723	JUL23 COSTPLAN	JE	07/31/23	03529472	125.92	0.00	1,238.91
GL 620605-5315	COSTPLAN0823	AUG23 COSTPLAN	JE	08/31/23	03529480	125.92	0.00	1,364.83
GL 620605-5315	COSTPLAN0923	SEPT23 COSTPLAN	JE	09/30/23	03529503	125.92	0.00	1,490.75
*****Total *OBJT 5315		COUNTY COST PLAN	DR			1,490.75	0.00	1,490.75
GL 620605-5331	80656173 0423	DEVILS HOLE MOR ACCT# 48669132	OH	05/10/23	03402679	20.00	0.00	20.00



SHORT ORDER: OBJECT WITHIN BUDUNIT

SELECT BUDGET UNIT: 620605 ; OBJECT: 5000-5999

Lg BUDGET UNIT	Primary Ref	Transaction Description	SS Ref	Date	Job No	Debit	Credit	NET
GL 620605-5331	042623-042823	RICHARDS, CATHR P/D: DEVILS HO	OH	05/23/23	03411109	187.00	0.00	207.00
GL 620605-5331	042623-042823	RICHARDS, CATHR MTEB: DEVILS	OH	05/23/23	03411109	208.29	0.00	415.29
GL 620605-5331	80656173 0523	LONGSTREET INN ACCT# 486691328	OH	06/12/23	03424816	181.90	0.00	597.19
*****Total *OBJT 5331		TRAVEL EXPENSE			DR	597.19	0.00	597.19
*****Total *BUDG 620605		YUCCA MOUNTAIN OVERSIGHT			DR-CR	43,712.37	2,000.00	41,712.37

\*\* G R A N D T O T A L \*\* DR-CR 43,712.37 2,000.00 41,712.37



# 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

December 19, 2023

Reference ID:  
2023-4343

### Pine Creek Road Repair Project - Resolution and Notice of Completion Public Works ACTION REQUIRED

**ITEM SUBMITTED BY**

Greg Waters, Senior Civil Engineer

**ITEM PRESENTED BY**

Michael Errante, Public Works Director

**RECOMMENDED ACTION:**

Approve Resolution No. 2023-43, 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 Pine Creek Road Repair Project," and authorize the Chairperson to sign.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

During the spring runoff event, Pine Creek Road experienced a wash-out which caused significant damage to the shoulder and roadway. Pine Creek Road is a federally-qualified road and Public Works has received full approval from the Federal Highways Administration (FHWA) to repair the road under Emergency Opening (EO) which makes all costs 100% reimbursable. Public Works went to bid for the project and received a single quote from Summer Construction Company of Santa Paula, CA in the amount of \$393,744. Summer Construction completed the work on November 3rd, 2023. Inyo County Public Works accepted the work on November 14th, 2023. Summer Construction has been paid \$374,056.80. The retention amount of \$19,687.20 is now due and payable.

**FISCAL IMPACT:**

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	034600
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5700
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

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

The Board could choose not to authorize the recording of a Notice of Completion for the Pine Creek Road Emergency Project and the contractor would not be paid his final retention amount due of \$19,687.20.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Pine Creek Road Repair Project - Notice of Completion 12-19-23

**APPROVALS:**

Greg Waters	Created/Initiated - 12/5/2023
Darcy Ellis	Approved - 12/5/2023
Greg Waters	Approved - 12/5/2023
Michael Errante	Approved - 12/5/2023
Breanne Nelums	Approved - 12/6/2023
John Vallejo	Approved - 12/6/2023
Amy Shepherd	Approved - 12/12/2023
Nate Greenberg	Final Approval - 12/13/2023



**RESOLUTION #2023 - XXXXX**

**“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  
PINE CREEK ROAD REPAIR PROJECT”**

**WHEREAS**, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the **Pine Creek Road Repair Project** has been completed by **Summer Construction, Inc.** in accordance with the Project Plans and Specifications.

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

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote:

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

---

Jen Roeser, Chairperson, Board of Supervisors

**ATTEST:**

Nate Greenberg, Clerk of the Board

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

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

**Inyo County Public Works Department  
P. O. Drawer Q  
Independence, CA 93526**

The area above this line is for Recorder's Use

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the **Pine Creek Road Repair Project** was completed on **November 3rd, 2023** and was accepted by the Public Works Department, County of Inyo on **November 14th, 2023**.
2. The property on which the **Pine Creek Road Repair Project** has been completed is owned by Inyo County
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains **Pine Creek Road**.
4. The undersigned, Michael Errante, is the Director of Public Works of the County of Inyo.
5. The name of the original contractor that constructed the **Pine Creek Road Repair Project**, pursuant to contract with the County, is **Summer Construction, Inc. of Santa Paula, CA**

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

COUNTY OF INYO

Dated:

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

**VERIFICATION**

STATE OF CALIFORNIA     )  
  ) SS.  
COUNTY OF INYO         )

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

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

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



# 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

December 19, 2023

Reference ID:  
2023-4328

### Increasing Correctional Officer III From Step C to E Sheriff

NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Office of the Sheriff

#### ITEM PRESENTED BY

Shane Scott, Lieutenant

#### RECOMMENDED ACTION:

Authorize the step increase for Correctional Officer III, Range 70 C (\$5,997) to the E Step (\$6,621).

#### BACKGROUND / SUMMARY / JUSTIFICATION:

During a recent recruitment, the Sheriff's Office selected a candidate with the requisite background, which justifies coming in at step higher than what the Department can offer without Board approval. This candidate worked for the Sheriff's Office for approximately 15 years before departing in good standing.

Given the candidate's experience and our current challenges in recruiting and hiring, per Inyo County Personnel Rules and Regulations Article 5, Section 5.14, this action is important to the successful operation of our Department and meets the unusual circumstances' requirement defined in this section.

The Department respectfully asks the Board to approve the candidate at the established Range 70, Step E (\$6,621), retroactively to the hire date of October 26, 2023, pursuant to Article 5, Section 5.14 of the Inyo County Personnel Rules and Regulations.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	022900
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5001-5111
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
This position is budgeted in this budget's salary and benefit object codes.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

The successful recruitment of a trained and experienced Correctional Officer is within the department-budgeted salary. The last Correctional Officer III retired in July of 2023.



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

Your Board could deny the request, and the Department could lose a valued, experienced employee in an already challenging recruitment process.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

**APPROVALS:**

Riannah Reade	Created/Initiated - 12/7/2023
Darcy Ellis	Approved - 12/7/2023
Riannah Reade	Approved - 12/7/2023
Keri Oney	Approved - 12/12/2023
John Vallejo	Approved - 12/12/2023
Amy Shepherd	Approved - 12/12/2023
Nate Greenberg	Approved - 12/13/2023
Shane Scott	Approved - 12/13/2023
Stephanie Rennie	Final Approval - 12/13/2023





# 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

December 19, 2023

Reference ID:  
2023-4438

### Approval of Leave Without Pay County Administrator - Personnel ACTION REQUIRED

#### ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

#### ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

#### RECOMMENDED ACTION:

Grant an employee leave without pay for up to 90 days effective December 24, 2023, in accordance with Article X, Leaves, 10.4 of the Inyo County Personnel Rules and Regulations.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

There has been a request from a custodian in the Public Works Department for the approval of an additional 90 days of leave without pay. Per Personnel Rules and Regulations 10.4, 90 days of leave without pay was approved for the employee and will expire December 24, 2023. The employee has submitted a subsequent request for an additional 90 days, which needs approval from your Board. Based on our expertise, Personnel, Risk Management and County Administration recommend approving this request.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	011100
<b>Budgeted?</b>	Yes	<b>Object Code</b>	Salaries & Benefits
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve leave without pay; however, this would have a negative impact on the employee and is not recommended.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

**ATTACHMENTS:**

**APPROVALS:**

Keri Oney	Created/Initiated - 12/13/2023
Sue Dishion	Approved - 12/13/2023
John Vallejo	Approved - 12/13/2023
Amy Shepherd	Approved - 12/13/2023
Nate Greenberg	Final Approval - 12/13/2023



# 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

December 19, 2023

Reference ID:  
2023-4442

### Design Path Studios Contract Extension County Administrator ACTION REQUIRED

#### ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

#### ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

#### RECOMMENDED ACTION:

Approve Amendment No. 1 to the contract between the County of Inyo and Design Path Studios of Encinitas, CA, extending the term end date from December 31, 2023 through March 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Design Path Studios has submitted final draft plan designs for Inyo County's "ADU and Single Family Home Design" program. Inyo County staff wants the opportunity to do a thorough review and create time for minor adjustments of the final plans, if necessary. For this reason we are requesting a short, 3 month contract extension to finalize the plan sets.

#### FISCAL IMPACT:

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

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to extend the contract. This is not recommended, as a short extension allows Inyo County staff adequate time to review the final draft ADU plans in-depth before final approval.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

**ATTACHMENTS:**

1. Design Path Studio Draft Contract
2. Amendment No. 1

**APPROVALS:**

Meaghan McCamman

Created/Initiated - 12/13/2023

Darcy Ellis

Approved - 12/13/2023

Nate Greenberg

Final Approval - 12/13/2023

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Design Path Studio  
**FOR THE PROVISION OF** Pre-Approved ADU and Single Family Home Plan Design **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the ADU and Single Family Design services of Design Path Studio of Encinitas, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Meaghan McCamman, whose title is: Assistant County Administrator. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

**2. TERM.**

The term of this Agreement shall be from June 6, 2023 to December 31, 2023 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Eighty Thousand Dollars



(\$80,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

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

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

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

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



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

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

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

**7. COUNTY PROPERTY.**

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

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

**8. INSURANCE.**

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

**9. STATUS OF CONTRACTOR.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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



**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

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

**23. NOTICE.**

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

County of Inyo	
<u>Inyo County Administration</u>	Department
<u>PO Drawer N</u>	Address
<u>Independence CA 93526</u>	City and State

Contractor:	
<u>Design Path Studio</u>	Name
<u>100 Chesterfield Drive</u>	Address
<u>Encinitas, CA 92007</u>	City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Design Path Studio  
**FOR THE PROVISION OF** ADU and Single Family Home Plan Design **SERVICES**


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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

By:   
Signature  
YVONNE ST PIERRE  
Print or Type Name

Dated: 6/19/23

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Design Path Studio

**FOR THE PROVISION OF** ADU and Single Family Home Plan Designs **SERVICES**

**TERM:**

**FROM:** June 6, 2023      **TO:** December 31, 2023

**SCOPE OF WORK:**

Please see the document titled "Attachment A" for the Scope of Work for this project.



**Attachment A**  
**Scope of Work**  
**Agreement between the County of Inyo and Design Path Studio for the Provision of**  
**ADU and Single Family Home Plan Design Services**  
**From June 27, 2023 to December 31, 2023**

Contractors proposal is attached hereto and incorporated herein to the extent not in conflict or inconsistent with the express terms of this agreement and the language below.

Design:

- Contractor shall attend a Kick Off meeting with Inyo County staff to refine the scope of services, timeline, and steps for completion of building plans.
- Contractor shall develop at least twelve (12) conceptual floor plans, each with up to three corresponding architectural styles.
- Contractor will provide County staff with at least twelve (12) conceptual floor plans, each with up to three corresponding architectural styles for County staff review and provide direction to Contractor.
- Contractor will virtually (or in person if it so desires) attend a meeting of the Inyo County Board of Supervisors ("Board") to provide a preview of the conceptual designs and gather feedback from the Board.
- Contractor shall provide at least twelve (12) finalized building plan sets, compliant with all applicable federal, state, and local laws and regulations, incorporating the final feedback from County staff within four weeks after receiving direction from County Staff and Board.
- Contractor will prepare an ADU guide that will assist applicants with ADU regulations and how to use the pre-approved design program.

Notwithstanding the language set forth in Section 7 County Property (B), the Architect may use the materials, photograph, or make artistic recordation of the Project for use in promotional or professional materials, without including any confidential information of the Owner. The Owner shall provide professional credit in its promotional materials to recognize the design by and Instruments of Service furnished by the Architect at this Project.

Neither this Agreement nor any exhibit thereto is intended to or shall vest any rights to any third party including, but not limited to, the public at large, any public entity, Owner's Consultants, Contractors, Sub Contractors, Vendors, Sureties, Insurers, Lenders or any other person or entity with an interest in the Project.

The Parties agree to meet, in person, within 7 calendar days written notice, with each other, to resolve any dispute(s). In the event any dispute continues, the parties agree to Mediation before a mutually selected Mediator within 30 days following the in-person meeting and share the costs equally.

This Agreement is made and shall be interpreted under the laws of the State of California.

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if and to the extent that such failure or delay is caused by a Force Maejure. For the purpose of this Agreement, a Force Maejure is defined as the following: acts of war, terrorist attacks, epidemics, pandemics, death, supply chain delay or disruption, loss of energy or power, fire, floods, sea level rise, labor strikes, riots, crime or property theft, acts of God, natural disasters, governmental shut-downs or interruptions, and inability of Architect to process plans due to delays at building departments or governmental entities.



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Design Path Studio

**FOR THE PROVISION OF** ADU and Single Family Home Plan Design **SERVICES**

**TERM:**

**FROM:** June 6, 2023

**TO:** December 31, 2023

**SCHEDULE OF FEES:**

Total contract amount is for \$80,000.

Notwithstanding the language set forth in Section 3. Consideration (E), the payment amount will be invoiced by the Architect and paid by the owner within 30 days of invoice in two lump sum payments:

50% (\$40,000) shall be paid upon invoice after the completion of Design Process 3: Submission of Final Draft Building Plan Set.

The second 50% (\$40,000) shall be paid upon invoice after the completion of Design Process 5: Submission of Publication-Ready Plans, Images, and Materials

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Design Path Studio

**FOR THE PROVISION OF** ADU and Single Family Home Plan Design **SERVICES**

**TERM:**

**FROM:** June 6 2023

**TO:** December 31, 2023

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment C: 2023 Insurance Requirements for Professional Services – ADU Plan Design

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Professional Liability:** Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate.
2. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
1. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.*
2. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *Provision may be waived if Vendor/Consultant provides written declaration of the following: (a) Vendor/Consultant has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Vendor/Consultant agrees to verify proof of coverage for any subVendor/Consultants, and (c) Vendor/Consultant agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.*

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

### OTHER INSURANCE PROVISIONS

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

**Additional Insured Status:** Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

## **Attachment C: 2023 Insurance Requirements for Professional Services – ADU Plan Design**

**Primary Coverage:** For any claims related to this contract, the **Contractor’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

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

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

**Self-Insured Retentions:** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$50,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

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



**Attachment C: 2023 Insurance Requirements for  
Professional Services – ADU Plan Design**

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

**Verification of Coverage:** Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

-end-

**AGREEMENT AND FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE  
COUNTY OF INYO & DESIGN PATH STUDIO FOR THE PROVISION OF PRE-  
APPROVED ADU AND SINGLE-FAMILY HOME PLAN DESIGN SERVICES**

This Agreement and First Amendment is entered into December 19, 2023, by and between the County of Inyo (hereinafter, "County"), a political subdivision of the State of California, and Design Path Studio (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor, and executed by the same on July 21, 2023 and providing for Pre-Approved ADU and Single-Family Home Plan Design Service (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

**NOW, THEREFORE**, the parties agree as follows:

1. The Term of the Contract set forth in Paragraph 2 and restated throughout the Contract on Attachments A, B, and C is hereby extended through March 30, 2024.
2. All other terms and conditions of the Contract not expressly amended shall remain in full force and effect.

**IN WITNESS THEREOF, AS SET FORTH BELOW, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS OF THE DATE FIRST ABOVE MENTIONED.**

**COUNTY OF INYO:**

\_\_\_\_\_  
Jennifer Roeser, Board Chair

Approved as to Form:

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

**CONTRACTOR:**

  
\_\_\_\_\_  
Yvonne St Pierre, Owner | Architect  
Print Name and Title



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

December 19, 2023

Reference ID:  
2023-4361

### Proposed Resolution No. 2023-44 Deferring the Implementation of Changes Made to Welfare and Institutions Code Section 5008 by Senate Bill 43 (CARE Court)

#### Health & Human Services - Behavioral Health

ACTION REQUIRED

#### ITEM SUBMITTED BY

Kimball Pier, Deputy Director - Behavioral Health - HHS

#### ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

#### RECOMMENDED ACTION:

Approve Resolution No. 2023-44, titled, "Deferring Implementation of the Changes Made to Welfare and Institutions Code Section 5008 by Senate Bill 43 (2023-2024 Reg Session)", which will delay implementation of SB 43 in Inyo County until January 1, 2026, and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Community Assistance, Recovery and Empowerment (CARE) Court is a new framework to get people with mental health and substance use disorders the support and care they need. Enacted by Senate Bill 43, CARE Court connects a person struggling with untreated mental illness – and often also substance use challenges – with a court-ordered Care Plan for up to 24 months. Each plan is managed by a care team in the community and can include clinically prescribed, individualized interventions with several supportive services, medication, and a housing plan. The client-centered approach also includes a public defender and supporter to help make self-directed care decisions in addition to their full clinical team.

SB 43 amends the Lanterman-Petris-Short (LPS) Act of 1967 to expand the definition of "gravely disabled" to include severe substance-use disorder, including alcoholism, thereby making it easier for family members, county and community social services or behavioral health providers, and first responders to refer individuals for conservatorship if their court-ordered Care Plan is not followed.

Counties will need to develop an extensive array of new policies, procedures, workforce, and treatment capacity in order to implement CARE Court. Seven California Counties have been selected to pilot the new CARE Court model, and we are continuing to learn from these pilots that were just implemented in October, 2023. The County Behavioral Health Directors Association (CBHDA) is conducting further analysis to understand the full scope of state and local secondary guidance and other changes that will be required to support full implementation statewide.

Because SB 43 has not come with dedicated state funding to support these expanded obligations,

counties will need additional lead-time to arrange the staffing and resources necessary to support implementation. Fortunately, the legislation envisioned that many counties would need to defer implementation in order to effectively develop and implement a CARE Court model. Therefore, HHS is asking the Board to adopt a resolution deferring implementation of SB 43 to January 1, 2026.

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	<b>Budget Unit</b>	45200
<b>Budgeted?</b>	No	<b>Object Code</b>	
<b>Recurrence</b>	One-Time Expenditure / Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

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

Your Board could choose to not adopt the resolution to defer implementation of CARE Court. Doing so would require the County to fully implement CARE Court prior to January 1, 2024, before developing robust collaborative plans, policies and procedures in coordination with Inyo County Superior Court and other key stakeholders and community members.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. SB 43 Resolution to Defer Implementation of SB 43
2. SB 43 (Eggman) CBHDA Fact Sheet

**APPROVALS:**

Kimball Pier	Created/Initiated - 12/6/2023
Anna Scott	Approved - 12/6/2023
Darcy Ellis	Approved - 12/7/2023
Keri Oney	Approved - 12/12/2023
John Vallejo	Approved - 12/12/2023
Christian Milovich	Approved - 12/15/2023
Amy Shepherd	Approved - 12/15/2023
Nate Greenberg	Final Approval - 12/15/2023





**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
INYO DEFERRING IMPLEMENTATION OF THE CHANGES MADE TO  
WELFARE AND INSTITUTIONS CODE SECTION 5008 BY SENATE BILL 43  
(2023-2024 REG SESSION)**

**WHEREAS**, the Lanterman-Petris-Short (LPS) Act (Welfare and Institutions Code section 5100, et seq.) provides for the evaluation and treatment of a person who is gravely disabled, which is defined to mean a condition in which a person, as a result of a mental health disorder, is unable to provide for his or her basic personal needs for food, clothing, or shelter; and

**WHEREAS**, Senate Bill 43 (2023-2024 Reg. Session), Statutes 2023, Chapter 637 (SB 43), signed by the Governor on October 10, 2023, expands the definition of gravely disabled to include a person who, as a result of a mental health disorder, a severe substance use disorder, or a co-occurring mental health disorder and a severe substance use disorder, or as a result of impairment by chronic alcoholism, is unable to provide for their basic personal needs for food, clothing, shelter, personal safety, or necessary medical care; and

**WHEREAS**, this expanded definition of gravely disabled becomes effective on January 1, 2024; and

**WHEREAS**, the responsibility for administering the LPS system falls largely with counties; and

**WHEREAS**, SB 43's expansion of the definition of grave disability will require a significant effort in building and expanding the treatment, workforce, delivery networks, housing capacity and models for locked treatment settings or models of care for involuntary SUD treatment to successfully meet the conservatorship needs of the population; and

**WHEREAS**, SB 43's expansion of LPS criteria to include individuals with a severe SUD, this change in policy would significantly expand the portion of the population potentially subject to detention and conservatorship under LPS from around 1% to around 10% of the population based on SUD prevalence estimates; and,

**WHEREAS**, SB 43 will require counties to develop criteria for a "severe SUD" grave disability assessment, as no such assessment currently exists as well as protocols for designating individuals to perform severe SUD grave disability assessments and to recruit and hire staff to perform severe SUD grave disability assessments;

**WHEREAS**, SB 43 expands LPS criteria to include an assessment of whether an individual is unable to survive safely in community or provide for necessary medical care without involuntary detention, counties will need to develop policies and procedures for how these determinations will be made, along with qualified licensed health care providers; and,

**WHEREAS**, In addition, hospitals will be without qualified designated individuals to perform the assessments needed to remove involuntary holds, when appropriate, or recommend conservatorship when appropriate and because there is currently no locked treatment capacity for individuals with severe SUD and limited capacity for co-occurring medical conditions, local hospital emergency departments will be impacted by additional individuals who are boarding in the absence of this new treatment capacity; and,

**WHEREAS**, SB 43 will expand the demand for county public guardians, Patient Rights Advocates, County Counsel, and county behavioral health staff and treatment providers; and,

**WHEREAS**, SB 43 will require the build out of new and novel treatment capacity such as locked SUD treatment facilities which currently do not exist in California; and,

**WHEREAS**, the breadth of that effort requires more time than SB 43's effective date allows; and

**WHEREAS**, in recognition of this, Welfare and Institutions Code section 5008, subdivision (h)(4), as enacted by SB 43, provides that a county, by adoption of a resolution of its governing body, may elect to defer implementation of the changes made to this section by SB 43 until January 1, 2026, thereby postponing implementation of the new definition of grave disability.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors for County of Inyo as follows:

1. Pursuant to Welfare and Institutions Code section 5008, subdivision (h)(4), as enacted by SB 43, the County of Inyo hereby elects to defer implementation of the changes made by that bill to Welfare and Institutions Code section 5008 until January 1, 2026.
2. This Resolution shall go into effect on January 1, 2024.

On a motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of \_\_\_\_\_, State of California, this \_\_\_ day of \_\_\_\_\_, 2023 by the following vote:

AYES:

NOES:

ABSENT:

RECUSAL:

---

Chair of the Board of Supervisors

(SEAL)

ATTEST: \_\_\_\_\_

Clerk, Board of Supervisors



## SB 43 Fact Sheet and Talking Points

### Bill Summary:

SB 43 makes several significant changes to the state's involuntary detention and conservatorship laws under the Lanterman-Petris-Short (LPS) Act by:

- Expanding the state's "gravely disabled" criteria to allow for the involuntary detention and conservatorship of individuals on the basis of a standalone "severe" substance use disorder or co-occurring mental health disorder and severe SUD;
- Expanding the definition of grave disability to include individuals who are unable to provide for their basic personal need for personal safety or necessary medical care;
- Defining "necessary medical care" to mean care that a licensed health care practitioner determines to be necessary to prevent serious deterioration of an existing medical condition which is likely to result in serious bodily injury if left untreated;
- Modifying hearsay evidentiary standards for conservatorship hearings in order to expand the array of testimony that can be submitted into conservatorship proceedings without requiring in-person cross examination; and,
- Requiring counties consider less restrictive alternatives such as assisted outpatient treatment (AOT) and CARE Court in conducting conservatorship investigations.

SB 43 also expands reporting requirements to align with the new criteria and allows counties to delay implementation until January 1, 2026 through adoption of a county board resolution.

### **What will be needed to implement SB 43?**

Counties will need to develop an extensive array of new policies, procedures, workforce, and treatment capacity in order to implement SB 43, which is detailed, in part, below. CBHDA is conducting further analysis to understand the full scope of state and local secondary guidance and other changes that will be required to support full implementation. Because SB 43 has not come with dedicated state funding to support these expanded obligations, counties will need additional lead-time to arrange the staffing and resources necessary to support implementation.

**Therefore, CBHDA urges our members to work with their Board of Supervisors to delay implementation of SB 43 until January 1, 2026, as allowed by law.**

### **Key Issues/Concerns:**

*Expansion of the involuntary treatment and conservatorship criteria in the ways proposed under SB 43 would be unprecedented.*

- Counties are already largely responsible for implementation of the LPS Act.
- CBHDA's membership agrees with concerns expressed by the author and sponsors that too many individuals suffer without adequate and appropriate treatment and housing, and we share in the urgency to bring about real change to address the needs of unhoused individuals with serious mental illness and substance use disorders (SUDs).

- By expanding LPS to capture any person who has a severe SUD, this change in policy would significantly expand the portion of the population potentially subject to detention and conservatorship under LPS from around 1% to around 10% of the population.
  - For example, according to the California HealthCare Foundation (CHCF), 16% of young adults have a substance use disorder.
- Under LPS, only peace officers and individuals designated by the county may, with probable cause, detain a person and take them into custody for an assessment.
  - Counties will need to develop criteria for a “severe SUD” grave disability assessment, as no such assessment currently exists.
  - Counties will need to develop criteria and policies, as well as protocols for designating individuals to perform severe SUD grave disability assessments.
  - Counties will need to recruit and hire staff to perform severe SUD grave disability assessments.
- Often, when a person is detained by law enforcement, they are taken to a hospital emergency department or a designated facility for an assessment.
  - Because SB 43 expands LPS criteria to include an assessment of whether an individual is unable to survive safely in community or provide for necessary medical care without involuntary detention, counties will need to develop policies and procedures for how these determinations will be made, along with qualified licensed health care providers.
  - In addition, hospitals will be without qualified designated individuals to perform the assessments needed to remove involuntary holds, when appropriate, or recommend conservatorship when appropriate.
  - CBHDA is concerned that in addition, because there is no locked treatment capacity for individuals with severe SUD, hospitals may be impacted by additional individuals who are boarding (awaiting placement) in the absence of this new treatment capacity.
- Furthermore, there are very few treatment settings that have the capacity to serve individuals with complex co-occurring medical, SUD and mental health treatment needs.
- If conserved on the basis of a severe SUD, clinicians would have no way to determine when a conservatorship should end, since there are no clinical standards to determine when to end involuntary SUD treatment.
- By adding physical health conditions as a basis for conservatorship, the state would require counties to develop a new set of medical services to evaluate and assess physical health risks and status.
- However, under any LPS structure, counties would still only be able to treat the mental health or SUD needs of the individual which are within the county behavioral health system’s scope.

### **State Investments in Behavioral Health**

- Recent state investments in capacity under the BHCIP were not designed to address this policy change, and that capacity will take years to build out.
  - County behavioral health was not the primary recipient of BHCIP funding:
    - They represent 1/3 of grantees in competitive rounds and received less than half of the BHCIP funding
    - Counties will see very little of the \$4.4 billion in CYBHI investments which will primarily benefit IT vendors, CBOs, education partners, and MCPs
- Proposition 1, if passed by the voters in March 2024, could address these issues:
  - The state has been clear that the new step-down capacity could be locked, although preference is given for the least restrictive and least costly settings for treatment and rehabilitation. However, we remain concerned that two years is an inadequate amount of time to build out necessary residential and inpatient SUD treatment capacity to enact this policy change.

- Proposition 1 also allows for MHSA to be used for SUD treatment , but this would draw from funding already dedicated to mental health treatment services, and would not augment, but rather replace existing dollars going to county mental health services.
- The SUD workforce is significantly impacted: a recent UCSF analysis found that the state of California is facing a significant workforce gap, particularly for SUD counselors.<sup>1</sup> Despite the fact that SUD counselors account for close to 70% of the SUD workforce in the county behavioral health safety net, graduates of certificate and associate degree programs for SUD counselors based at colleges and universities have decreased significantly in the last five years.

### **Fiscal Impacts**

- LPS law changes do not trigger new state funding. The state pays nothing toward public guardians, funding for designated individuals to conduct assessments, or the Patient’s Rights Advocates needed to make determinations and conduct investigations and manage conservatorships. In fact, county behavioral health often funds these functions within their existing resources.
- It also would not require funding for expanded treatment services, including SUD, mental health, or new physical health providers necessary to evaluate grave disability on the basis of failing to meet basic medical needs.
- The federal and state governments provide no reimbursement for long-term residential and inpatient drug treatment under Medi-Cal.
  - The Drug Medi-Cal ODS waiver allows for limited Medi-Cal coverage (up to 30 days only) of these services.<sup>2</sup>
- Commercial insurance plans often deny counties’ requests for reimbursement for mobile crisis, crisis, and inpatient residential SUD treatment services.
- If courts were to order involuntary SUD treatment, they would not be bound by what Medi-Cal or other insurance payers would cover, leaving counties with a significant unfunded mandate.
- This structural lack of reimbursement, across our major public and private insurance payers has directly led to the scarcity of SUD residential and inpatient treatment capacity.
- Addressing reimbursement for involuntary long-term inpatient and residential care, which would not be reimbursed through Medi-Cal or other payers, particularly those in locked settings, would need to be addressed in order to ensure adequate access to humane treatment.
- California needs to invest more in consistent, sustainable reimbursement for longer-term residential and inpatient SUD treatment to both prevent the deterioration of individuals and to assist with long-term treatment and recovery. Unfortunately, this policy allows for policymakers to side-step that larger structural need, along with the need to address long-term housing needs for Californians.

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<sup>1</sup> Coffman, Janet and Fix, Margaret, Building the Future Behavioral Health Workforce: Needs Assessment: Executive Summary, Healthforce Center at UCSF, February 2023: [https://static1.squarespace.com/static/5b1065c375f9ee699734d898/t/63e695fee785253f65f4b6f0/1676056064594/CBHDA\\_Needs\\_Assessment\\_Executive\\_Summary\\_FINAL\\_2-23.pdf](https://static1.squarespace.com/static/5b1065c375f9ee699734d898/t/63e695fee785253f65f4b6f0/1676056064594/CBHDA_Needs_Assessment_Executive_Summary_FINAL_2-23.pdf)

<sup>2</sup> The 37 counties that have opted into the ODS waiver can only receive reimbursement if they maintain a 30-day average length of stay for residential and inpatient treatment.



# 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

December 19, 2023

Reference ID:  
2023-4448

### Proposed Fiscal Year 2023 Homeland Security Grant Program (HSGP) Application and Resolution County Administrator - Emergency Services ACTION REQUIRED

#### ITEM SUBMITTED BY

Mikaela Torres, Emergency Services Manager

#### ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

#### RECOMMENDED ACTION:

Request Board: A) approve the submittal of the Federal Fiscal Year 2023 HSGP Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Board Resolution No. 2023-45;" and B) authorize the Chairperson to sign the addendum letter.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

This application coming before your Board today for consideration is to apply for funding through the Homeland Security Grant Program (HSGP) for Fiscal Year 2023. This is federal Department of Homeland Security (DHS) funding administered through the California Governor's Office of Emergency Services (CalOES). Inyo County is eligible to apply for and receive \$93,103 in grant funds.

Although the grant is for FY 23/24, the grant application, assurances, and State Supplemental Guidance for the grant were not released until November 2023.

The HSGP FY23 grant proposes to support the following projects: training for Office of Emergency Services and Inyo County Sheriff Department staff, GIS software licensing, election security/digital polling hardware, alert and warning system, surveillance equipment, and intelligence sharing hardware. The HSGP grants are managed by the Office of Emergency Services, in coordination with Information Services, Elections Department, Public Works, Inyo County Sheriff Department, as well as the City of Bishop Police Department.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	<b>Budget Unit</b>	623723
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	One-Time Expenditure / Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
This grant will bring in \$93,103 in revenue for the term period September 1, 2023 through May 30, 2026.			



<b>Future Fiscal Year Impacts</b>
<b>Additional Information</b>

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

Your Board could choose not to apply for the 2023 HSGP funding. However, this is not recommended as this grant funds numerous projects that help protect County assets before, during, and after emergencies.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. FY 2023 HSGP Governing Body Resolution
2. GBR-Addendum Inyo Letter 2023

**APPROVALS:**

Mikaela Torres	Created/Initiated - 12/15/2023
Mikaela Torres	Approved - 12/15/2023
John Vallejo	Approved - 12/15/2023
Amy Shepherd	Approved - 12/15/2023
Nate Greenberg	New -



**Governing Body Resolution**  
**RESOLUTION \_\_\_\_\_**

BE IT RESOLVED BY THE \_\_\_\_\_ **Board of Supervisors** \_\_\_\_\_  
(Governing Body)

OF THE \_\_\_\_\_ **County of Inyo** \_\_\_\_\_ THAT  
(Name of Applicant)

\_\_\_\_\_  
**County Administrative Officer** \_\_\_\_\_, OR  
(Name or Title of Authorized Agent)

\_\_\_\_\_  
**Director of Emergency Services** \_\_\_\_\_, OR  
(Name or Title of Authorized Agent)

\_\_\_\_\_  
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California.

**2023 Emergency Management Performance Grant**

Passed and approved this \_\_\_\_\_ **19<sup>th</sup>** day of \_\_\_\_\_ **December** \_\_\_\_\_, **20 23**

***Certification***

I, \_\_\_\_\_ **Darcy Ellis** \_\_\_\_\_, duly appointed and  
(Name)

\_\_\_\_\_  
**Assistant Clerk** \_\_\_\_\_ of the \_\_\_\_\_ **Board of Supervisors** \_\_\_\_\_  
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the \_\_\_\_\_ **Board of Supervisors** \_\_\_\_\_ of the \_\_\_\_\_ **County of Inyo** \_\_\_\_\_ on the  
(Governing Body) (Name of Applicant)

\_\_\_\_\_  
**19<sup>th</sup>** day of \_\_\_\_\_ **December** \_\_\_\_\_, **20 23**

\_\_\_\_\_  
**Assistant Clerk of the Board**  
(Official Position)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# Instruction Sheet for the Governing Body Resolution & Addendum to GBR

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## Purpose

The purpose of the Governing Body Resolution (GBR) is to appoint individuals to act on behalf of the governing body and the OA.

**Note:** Self Certifications are not accepted as a valid Governing Body Resolution. You cannot self certify that you are an authorized agent. Another Board member will need to sign the lower portion of the GBR.

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## Authorized Agent(s)

The Governing Body Resolution allows for the appointment of individuals or positions. **For each person or position appointed by the governing body, you must submit the following information, with the resolution, to Cal OES on the applicant's letterhead:**

- |   |  |
|---|--|
| <input type="checkbox"/> Name                             | <input type="checkbox"/> Title               |
| <input type="checkbox"/> Jurisdiction                     | <input type="checkbox"/> E-Mail Address      |
| <input type="checkbox"/> Street Address (City & Zip Code) | <input type="checkbox"/> Phone & Fax Numbers |
- 

## Authorized Agent Changes

- If the Governing Body Resolution identified Authorized Agents by position and/or title, changes can be made by submitting new Authorized Agent information to Cal OES, as indicated above.
- If the Governing Body Resolution identified Authorized Agents by name, a new Resolution is needed when any changes are made. The information list above must also be submitted with the new Resolution.



# BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373  
email: [dellis@inyocounty.us](mailto:dellis@inyocounty.us)



December 19, 2023

California Office of Emergency Services  
Homeland Security Grant Program  
3650 Schriever Avenue  
Mather, CA 95655

On December 19, 2023, the Inyo County Board of Supervisors resolved that the County Administrative Officer/Director of Emergency Services was authorized to execute for and on behalf of the County of Inyo any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and subawarded through the State of California.

Inyo County's Administrative Officer is also the designated Director of Emergency Services. Mr. Nate Greenberg serves in both of these capacities. His information is as follows:

Nate Greenberg  
County of Inyo Administrative Officer  
Director of Emergency Services  
224 N. Edwards Street  
P.O. Drawer N (use as mailing address)  
Independence, CA 93526  
[ngreenberg@inyocounty.us](mailto:ngreenberg@inyocounty.us)  
(760) 937-1209-phone  
(760) 878-0465-FAX

Sincerely,

Jen Roeser  
Chairperson, 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

December 19, 2023

Reference ID:  
2023-4297

### Budget Amendment Supporting Sheriff Dispatch Technology Upgrade

**Sheriff**

ACTION REQUIRED

**ITEM SUBMITTED BY**

Office of the Sheriff

**ITEM PRESENTED BY**

Shane Scott, Lieutenant

**RECOMMENDED ACTION:**

- A) Amend the Fiscal Year 2023-2024 Jail CAD RMS Project Budget #022950 as follows: increase estimated revenue in Operating Transfers In Revenue Code No. 4998 by \$70,000 and increase appropriation in Special and Professional Services Object Code 5265 by \$70,000 (4/5ths vote required); and
- B) Amend the Fiscal Year 2023-2024 AB443 Fund #502709 as follows: increase appropriations Operating Transfer Out Object Code 5801 by \$70,000 (4/5ths vote required).

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Sheriff's Office is working with Information Services to migrate to a new version of their Computer Automated Dispatch (CAD)/Record Management System (RMS) update. As a part of the upgrade, Information Services has identified the need for acquiring two new servers and associated software licensing to complete the upgrade process.

**FISCAL IMPACT:**

<b>Funding Source</b>	Non-General Fund AB443	<b>Budget Unit</b>	022950
<b>Budgeted?</b>	No	<b>Object Code</b>	5650
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

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

Deny the budget amendment and direct staff to alternative actions and funding sources. This is not recommended as the current system has reached end-of-life and requires a replacement of servers and software in order to upgrade to current versions.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Information Services

**ATTACHMENTS:**

**APPROVALS:**

Riannah Reade	Created/Initiated - 12/12/2023
Darcy Ellis	Approved - 12/12/2023
Riannah Reade	Approved - 12/12/2023
John Vallejo	Approved - 12/12/2023
Denelle Carrington	Approved - 12/12/2023
Amy Shepherd	Approved - 12/12/2023
Noam Shendar	Approved - 12/13/2023
Nate Greenberg	Approved - 12/13/2023
Stephanie Rennie	Final Approval - 12/13/2023







# 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

December 19, 2023

Reference ID:  
2023-4436

### Budget Amendment for Deferred Maintenance Project Public Works ACTION REQUIRED

#### ITEM SUBMITTED BY

Breanne Nelums, Senior Management Analyst

#### ITEM PRESENTED BY

Michael Errante, Public Works Director

#### RECOMMENDED ACTION:

- A) Amend the Fiscal Year 2023-2024 ESAAA Budget (683000) as follows: increase estimated revenue in Federal Other (4552) by \$100,000 and increase appropriation in Operating Transfers Out (5801) by \$100,000 (4/5ths vote required); and
- B) Amend the Fiscal Year 2023-2024 Deferred Maintenance Budget (011501) as follows: increase estimated revenue in Operating Transfers In (4998) by \$100,000 and increase appropriation in Maintenance of Structures (5191) by \$100,000 (4/5ths vote required).

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The bids were sent out for the rehabilitation project of the Senior Center Remodel Project, and the amounts returned were higher than anticipated. This budget amendment is needed to continue with the project and there is additional federal funding available to fund the project.

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant Funded (ESAAA infrastructure funding)	<b>Budget Unit</b>	683000/011501
<b>Budgeted?</b>	Yes - partially	<b>Object Code</b>	5801/5191
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
There is additional federal infrastructure funding available to fully fund the project.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Not approve the Budget Amendment or move forward with the Senior Center project.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

**ATTACHMENTS:**

**APPROVALS:**

Denelle Carrington	Created/Initiated - 12/12/2023
Darcy Ellis	Approved - 12/12/2023
Breanne Nelums	Approved - 12/12/2023
Denelle Carrington	Approved - 12/12/2023
John Vallejo	Approved - 12/13/2023
Amy Shepherd	Approved - 12/13/2023
Michael Errante	Final Approval - 12/13/2023





# 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



## AGENDA ITEM REQUEST FORM

December 19, 2023

Reference ID:  
2023-4344

### Volunteer Workshop Board of Supervisors NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer,  
Grace Weitz, Aaron Holmberg, Risk Manager,  
Ashley Helms, Deputy Public Works Director -  
Airports, Meaghan McCamman, Assistant County  
Administrator

#### RECOMMENDED ACTION:

This is an informational workshop, however, direction may be given to staff as appropriate.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Over the years, Inyo County has utilized individual volunteers in a variety of ways and in different departments - such as Elections, Health & Human Services. In addition, the County receives benefit from the generosity of various community-based organizations who bring resources to bear which help supplement County services or otherwise deliver value to the County and community as a whole. While most of the relationships work extremely well, there are unique characteristics of certain programs, and as a result, some inconsistencies between them.

The purpose of this workshop is to help the Board of Supervisors, staff, and general public better understand the ways in which volunteers are utilized, as well as highlight some opportunities and constraints for how these programs operate.

#### FISCAL IMPACT:

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

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

The Board could choose to not participate in this workshop discussion and/or provide direction to staff to otherwise change course with regard to the future of volunteers.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Volunteer Workshop Presentation - Dec 19 20203
2. Inyo Voluntary Unpaid Services Form
3. Risk - Resolution No. 2019-22 (Volunteer Work Comp)

**APPROVALS:**

Darcy Ellis	Created/Initiated - 12/13/2023
Nate Greenberg	Final Approval - 12/13/2023







# INYO COUNTY VOLUNTEER PROGRAMS

BOARD OF SUPERVISORS WORKSHOP | DECEMBER 19, 2023





**THANK YOU  
VOLUNTEERS!**





# BACKGROUND & INTRODUCTION

- **Volunteers provide service in a variety of ways**
- **Different systems**
  - Individuals (County Volunteers)
  - Organizations (Community Groups)
  - Interns and Trainees
- **Mixed coordination & engagement**
  - Formal with individuals
  - Cooperative agreements
  - Community funded organizations





# HIGH-LEVEL CONTROLS

- **Areas of allowance**
  - Review and Approval Process
  - No heavy equipment operations
  - Higher physical risk activities generally excluded
  - Limited public safety (CERT)
- **Requirements for organizations**
  - Indemnification and insurance
- **Onsite training for individuals**
- **Background checks for certain positions**





# USE OF VOLUNTEERS

- **20-125 per year throughout organization**
  - Most Frequent: HHS and Elections
- **Volunteer Ombudsman**
- **Voluntary Unpaid Services agreement - required, valid for 1 year**
- **Cannot perform functions not otherwise done by County staff**
- **Workers' Compensation Coverage**
  - during assignment, without course and scope, agreement must be on file



# CHALLENGES



- **Community Group vs. County Volunteer**
- **Inconsistencies in managing/using volunteer groups**
- **Management and Training of Volunteers**
- **Risk-Reward Analysis of potential projects for volunteer options**
- **Grants in Support / Community Partnership Programs**





# POTENTIAL APPROACHES

- **“Decision Tree Approach” to volunteer engagement**
- **Treat everyone as an individual volunteer**
- **Refine “Friends of” structure to ensure purpose**
- **Require MOA/MOU or contract with all entities**



# INDIVIDUAL vs ORGANIZATION

TYPE	INDIVIDUAL (under volunteer agreement)	ORGANIZATION (under MOA/MOU agreement)
<b>PROs</b>	<ul style="list-style-type: none"><li>• Win-Win for County and individual</li><li>• Volunteers covered by Work Comp during assignment within course and scope</li><li>• Groups could sign up as individuals and serve together on a project, in certain conditions</li><li>• System in place that seems to be working</li></ul>	<ul style="list-style-type: none"><li>• Win-Win for County, community, and the members of the service organization</li><li>• Organization agrees to indemnify County</li><li>• County gets access to services otherwise unavailable or unattainable</li></ul>
<b>CONS</b>	<ul style="list-style-type: none"><li>• Training and supervision challenges</li><li>• May not operate county vehicles or mobile equipment</li><li>• Potential conflicts with labor (cap service hours)</li><li>• Workers' compensation costs</li><li>• Liability exposures</li></ul>	<ul style="list-style-type: none"><li>• Training and supervision challenges</li><li>• Public Works projects can be very difficult for service orgs due to licensing and insurance</li><li>• Small organizations can have a hard time meeting requirements</li><li>• Contracting process can create “lack of appreciation” perception</li><li>• Liability and special risk exposures</li></ul>
<b>OTHER</b>	<ul style="list-style-type: none"><li>• Limits on tasks available due to risk assessment</li><li>• Challenges with employees volunteering</li></ul>	<ul style="list-style-type: none"><li>• Political value and reward vs. risk associated</li><li>• Consistency needs to be reached with all groups</li></ul>



# REFERENCES



- **Resolution No. 2019-22: "A Resolution of the Board of Supervisors, County of Inyo, State of California, Declaring Specific Volunteers to be Employees for Purpose of Workers' Compensation and Insurance Law"**
- **Voluntary Unpaid Services Agreement**
- **Election Worker Services Agreement**



# VOLUNTARY UNPAID SERVICES AGREEMENT

County of Inyo Risk Management, 1360 North Main Street, Bishop, CA 93514

Disaster service volunteers and WRAP workers should not use this form.

(Volunteer agreements automatically expire at the end of the fiscal year in which they were initiated.)

Name \_\_\_\_\_ If volunteer is a minor, check this box   
Last First M.I.

Home Address \_\_\_\_\_  
Street / City / State / Zip

Phone \_\_\_\_\_ Email \_\_\_\_\_

Department/Project/Event \_\_\_\_\_  
DAYS TIME DATES LOCATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Services To Be Performed:** (Please describe in detail. Incomplete forms will not be approved.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As a volunteer, I understand and agree that I am not an employee of the County of Inyo and am offering my services freely and without pressure or coercion, direct or implied, from the County. I am not entitled to nor do I expect to receive any present or future salary, wages or other benefits for these voluntary services. I realize I am representing the County of Inyo during my volunteer hours. Furthermore I understand and agree to the following:

1. Be courteous with the public in their request for information and services.
2. Accept the training, guidance and supervision provided by my supervisor.
3. Conduct myself with professionalism and perform duties to the best of my ability.
4. Inform my supervisor when my time or knowledge may be insufficient to complete the assigned task.
5. Maintain and exhibit a neat and clean appearance.
6. Inform my supervisor when unable to report to assignment or of intent to resign.

I understand that these services shall be rendered only with the written permission (see below) of the Project supervisor and Department Head. I also understand that my services as a volunteer will be covered by Workers' Compensation. In the event of an injury, I will immediately notify my supervisor and call the Injury Reporting Hotline at 877-215-7285.

Signature of Volunteer or Parent/Guardian (if under 18) \_\_\_\_\_ Date \_\_\_\_\_

Attention Volunteer: Additional paperwork may be required of you.

**RECOMMENDED:** Project Supervisor\* \_\_\_\_\_ Date \_\_\_\_\_

\*By signing you agree as the supervisor of the above named Volunteer to the following: (a) Provide orientation and training the volunteer; (b) Utilize the Volunteer's time effectively and have assignments prepared; (c) Notify the Volunteer in advance of services are not needed; (d) Value and respect the Volunteer for their service to the public; and (e) Address performance issues promptly to ensure County standards are met.

**APPROVED:** Division/Department Head \_\_\_\_\_ Date \_\_\_\_\_

**Confirm that a complete copy has been sent to Risk Management by checking this box:**   
Original should be kept in department files.



# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 21<sup>st</sup> day of May 2019 an order was duly made and entered as follows:

*Risk  
Management –  
Reso # 2019-22*

Moved by Supervisor Tillemans and seconded by Supervisor Griffiths to approve Resolution No. 2019-22, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Declaring Specific Volunteers to be Employees for the Purpose of Workers' Compensation and Insurance Law," and authorize the Chairperson to sign.

<b>Routing</b>
CC Purchasing Personnel Auditor CAO Risk Management Other: DATE: May 24, 2019

WITNESS my hand and the seal of said Board this 21<sup>st</sup>

Day of May, 2019



CLINT G. QUILTER  
Clerk of the Board of Supervisors

By: 



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 26

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

**FROM:** Risk Management

**FOR THE BOARD MEETING OF:** May 21, 2019

**SUBJECT:** Adoption of Resolution to Cover Volunteers under Workers' Compensation

**DEPARTMENTAL RECOMMENDATION:**

Request your Board adopt the attached resolution.

**SUMMARY DISCUSSION:**

In the past, the County has provided a separate, limited, excess accident medical insurance for about 100-200 volunteers per year serving our community under the direction of the County. We have never had an accident claim related to volunteer services, and an increase in frequency is not anticipated. However, you have an opportunity to extend better care and benefits to our volunteers in the event of an injury while decreasing or eliminating costs related to maintaining a separate volunteer insurance policy and claims process. Workers' compensation ensures expeditious medically necessary care and treatment with an existing and highly regulated structure and process. The attached resolution would extend these workers' compensation benefits to our volunteers.

**ALTERNATIVES:**


Your Board could choose not to adopt the attached resolution. In support of our volunteers and in an effort to encourage volunteer participation in County services, not adopting the resolution is not recommended.

**OTHER AGENCY INVOLVEMENT:**

Though many departments utilize or seek volunteers, the insurance and claims process is fully within the domain of the CAO and his Risk Manager.

**FINANCING:**

N/A

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved:  Date 5/1/2019
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  N/A Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  N/A Approved: _____ Date _____



5/8/19

**RESOLUTION NO. 2019-22**

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, DECLARING SPECIFIC VOLUNTEERS TO BE EMPLOYEES FOR THE PURPOSE OF WORKERS' COMPENSATION AND INSURANCE LAW**

**WHEREAS**, the County of Inyo recognizes the need for and the benefit derived from individuals and groups providing volunteer services to the County and the community it serves; and

**WHEREAS**, California Labor Code sections 3363.5 and 3351.5 amend the Workers' Compensation and Insurance Law to permit public agencies to elect to cover all or certain designated volunteers as employees by declaring that such volunteers are employees for purposes of the Workers' Compensation and Insurance Law.

**WHEREAS**, the County of Inyo desires to provide Workers' Compensation coverage for certain individuals in their capacity as volunteers to the County.

**NOW, THEREFORE, BE IT RESOLVED** that the Inyo County Board of Supervisors hereby declares the following to be employees for the purpose of the Workers' Compensation and Insurance Law in the event that such volunteer sustains an injury while engaged in services of the County under the direction and control of the County, effective July 1, 2019: non-disaster service worker official individuals in their capacity as volunteers to the County while they are performing unpaid services for the County in accordance with County regulations and policies, provided all the following apply:

1. The County has control and direct supervisory responsibility over the manner and results of the services rendered; and
2. The volunteer receives no remuneration for such services other than meals, transportation, or reimbursement for incidental expenses; and
3. The volunteer does not belong to any of the following categories:
  - a. An individual receiving a per diem travel allowance
  - b. An individual sponsored by an outside agency that provides services through that sponsoring agency (Example: Red Cross volunteers)
  - c. A guest of Inyo County (Example: Casual visitors)
  - d. An individual acting as a registered Disaster Service Worker volunteer, including Search and Rescue volunteer personnel (OES DSWVP may provide workers' compensation to these persons)
4. The volunteer's application is approved by the Department Head and on file with the County Risk Manager.


**PASSED AND ADOPTED** on this 21st day of May, 2019, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES: -4- Supervisors Griffiths, Kingsley, Tillemans, Totheroh

NOES: -0-

ABSTAIN: -0-

ABSENT: -1- Supervisor Pucci

  
\_\_\_\_\_  
Matt Kingsley, Vice Chairperson  
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER  
Clerk of the Board

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