

# Agenda



## County of Inyo Board of Supervisors

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

**NOTICE TO THE PUBLIC:** In order to minimize the spread of the COVID-19 virus, Governor Newsom signed Assembly Bill 361 – Brown Act: Remote Meetings During a State of Emergency that suspends certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, and the Board will be conducting its meetings online.

Board Members and Staff will participate via Zoom webinar, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: [donotreply@inyocounty.us](mailto:donotreply@inyocounty.us).

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 wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto:boardclerk@inyocounty.us). Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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

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

### **January 11, 2022 - 8:30 AM**

1. **PUBLIC COMMENT** (Comments may be time-limited)

### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** - Names of cases: LADWP V. Inyo County (Kern County Sup. Ct. Case Nos. BCV-18-101260-TCS, BCV-18-101261-TSC, and BCV-18-0262-TSC).
3. **PUBLIC EMPLOYEE EVALUATION – Pursuant to Government Code §54957 – Title: County Administrative Officer.**
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 – County Administrator Leslie Chapman, Assistant County Administrator Sue Dishion, County Counsel John-Carl Vallejo,

Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

- 10 A.M.**
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*** (Reports limited to two minutes)
  9. ***EMPLOYEE SERVICE RECOGNITION*** - The Board will recognize employees who have reached service milestones during the Fourth Quarter of 2021.

**DEPARTMENTAL - PERSONNEL ACTIONS**

10. **Agricultural Commissioner - OVMAP** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions exists, as certified by the Agricultural Commissioner and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the positions and the vacancies could possibly be filled through internal recruitment, open recruitment would be more appropriate; and C) approve the hiring of three (3) seasonal Field Assistants 01, Range 050PT (\$17.85 to \$21.71 per hour), from April 1, 2022 through September 29, 2022, contingent upon the adoption of the Fiscal Year 2022-2023 Budget.
11. **Health & Human Services** - Request Board approve the contract between the County of Inyo and Anna Scott for the provision of professional services as the Health and Human Services Assistant Director at Range 92, Step E, \$10,204 per month, effective January 20, 2022.
12. **Health & Human Services** - Request Board:
  - A) Approve the amended Registered Dietitian Nutritionist job description; and
  - B) Change the Authorized Strength in the HHS Women, Infants, and Children (WIC), Eastern Sierra Area Agency on Aging (ESAAA), and Health programs by adding one Registered Dietitian Nutritionist at Range 74 (\$5,432 - \$6,604) and deleting one BPAR Registered Dietitian Nutritionist at Range PT74 (\$31.34 - \$38.10/hr.) depending on the recruitment; and
  - C) Find that, consistent with the adopted Authorized Position Review Policy:
    1. The availability of funding for the requested position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
    2. Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
  - D) Approve the hiring of either one full-time Registered Dietitian Nutritionist at Range 74 (\$5,432 - \$6,604) or the hiring of one BPAR Registered Dietitian Nutritionist at Range PT74 (\$31.34 - \$38.10/hr).

13. **Health & Human Services - Behavioral Health** - Request Board approve the contract between the County of Inyo and Kimball Pier for the provision of professional services as the Deputy Director, Behavioral Health at Range 88, Step D, \$8,807 per month, effective January 13, 2022.
14. **Health & Human Services - Health/Prevention** - Request Board change the Authorized Strength in the Health and Human Services Department by reclassifying one (1) Limited Term Registered Nurse at Range 78 (\$5,971 - \$7,255) as a full-time, permanent Registered Nurse at Range 78 (\$5,971 - \$7,255).

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

15. **County Administrator - Information Services** - Request Board authorize issuance of a Blanket Purchase Order in an amount not to exceed \$45,000, payable to Dell Marketing LP for the purchase of computer technology and related equipment.
16. **Health & Human Services** - Request Board authorize payment to the County Welfare Director's Association (CWDA) for dues for Fiscal Year 2021-2022 in an amount not to exceed \$21,666.00.
17. **Health & Human Services - Behavioral Health** - Request Board ratify and approve the appointment of Marilyn Mann, HHS Director, as the Interim Inyo County Alcohol and Drug Program Administrator consistent with California Health and Safety Code (HSC) Section 11800.
18. **Health & Human Services** - Request Board ratify and approve the appointment of Stephanie Tanksley, Senior Program Integrity and Quality Improvement Manager, as Privacy Officer for Inyo County for purposes of the federal Health Insurance Portability and Accountability Act (HIPAA), and the authorization for the Privacy Officer to modify and/or develop required processes and procedures necessary to comply with the HIPAA requirements.
19. **Health & Human Services - Health/Prevention** - Request Board approve Amendment A03 to the contract between the County of Inyo Department of Health and Human Services and California Department of Public Health (CDPH) for the California Women, Infants, and Children (WIC) Contract, adding \$5,000.00 to the base funding, changing the total amount to \$1,155,112.00 to better support the contractor's needs, contingent upon Board's approval of future budgets; and authorize the Chairperson to sign.

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

20. **County Administrator** - Request Board hear a presentation regarding the American Rescue Plan Act funds allocated to Inyo County and discuss potential uses of the funding.
21. **Board of Supervisors** - Request Board: A) approve the 2022 Board of Supervisors committee assignments as recommended by the Chairperson; and B) for the purposes of Form 806 reporting, make separate motions for the following assignments:
  1. Eastern Sierra Transit Authority Board of Directors (two)
  2. Great Basin Unified Air Pollution Control District Board (two, plus an alternate)
  3. Local Agency Formation Commission (two, plus an alternate)*(Recommendations for appointment will be made during the discussion.)*

22. **Water Department** - Request Board review the County's continued participation in the Owens Valley Groundwater Authority Joint Powers Agreement.

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

23. ***PUBLIC COMMENT***

**BOARD MEMBERS AND STAFF REPORTS**



# COUNTY OF INYO

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## PERSONNEL DEPARTMENT

P. O. Box 249, Independence, California 93526

760-878-0377

760-878-0465 (Fax)

### MEMORANDUM

To: Department Heads

From: Denelle Carrington, Senior Budget Analyst

Date: December 29, 2021

Re: Employee Service Awards for 4<sup>th</sup> Quarter 2021

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The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, January 11<sup>th</sup> at 10:00 am. Please invite your employees to attend the Zoom webinar (<https://zoom.us/j/868254781>) so they may be recognized.

<b>Name</b>	<b>Hire Date</b>	<b>Years of Service</b>	<b>Department Head</b>
Paula Riesen	08/02/01	20	Cathreen Richards
Michael Cuthbert	12/15/16	5	Eric Pritchard
Kyle Oney	12/29/16	5	Eric Pritchard
Cori Ellis	12/15/16	5	John Vallejo
Miquela Beall	12/01/11	10	Leslie Chapman
Gina McKinzey	10/16/11	10	Marilyn Mann
Howard Courtney	11/01/01	20	Mike Errante
Justine Kokx	10/01/06	15	Mike Errante
Denver Brown	07/07/16	5	Mike Errante
Ashley Helms	10/20/16	5	Mike Errante
Sally Faircloth	11/03/16	5	Mike Errante
Loren Kane	11/03/16	5	Mike Errante
Scott Dimock	12/15/16	5	Mike Errante
Emily Lanphear	07/06/16	5	Nancy Masters
Robert Miller	12/01/01	20	Nate Reade
Chris Jeffery	12/15/16	5	Scott Armstrong



# County of Inyo



## Agricultural Commissioner - OVMAP

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** January 11, 2022

**FROM:** Janice Jackson, Nathan Reade

**SUBJECT:** Recruiting Three Seasonal Field Assistants for the Owens Valley Mosquito Abatement Program (OVMAP)

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#### RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions exists, as certified by the Agricultural Commissioner and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the positions and the vacancies could possibly be filled through internal recruitment, open recruitment would be more appropriate; and C) approve the hiring of three (3) seasonal Field Assistants 01, Range 050PT (\$17.85 to \$21.71 per hour), from April 1, 2022 through September 29, 2022, contingent upon the adoption of the Fiscal Year 2022-2023 Budget.

#### SUMMARY/JUSTIFICATION:

The Owens Valley Mosquito Abatement Program (OVMAP) hires seasonal Field Assistants annually during the warm season to assist with mosquito abatement activities including source monitoring, surveillance, and treatment. Seasonal employees are required to augment staff, ensuring comprehensive control of mosquitoes throughout the OVMAP boundaries and within the Mammoth Lakes Mosquito Abatement District (MLMAD), with whom OVMAP provides services as a contractor.

#### BACKGROUND/HISTORY OF BOARD ACTIONS:

The OVMAP hires seasonal Field Assistants annually during the warm season when mosquito abatement activities predictably exceed the capacity of the full-time staff. Required activities include source monitoring, surveillance, and pesticide treatment.

OVMAP has provided service to MLMAD for many years and would not be able to fulfill contract terms for service without seasonal staffing.

#### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the personnel action outlined in the Departmental Recommendation. This alternative would limit the scope of mosquito abatement treatments performed and potentially affect the health

and comfort of the public through increased risk of mosquito-borne disease transmission and nuisance mosquito conditions. It would also inhibit the ability of OVMAP to meet contract requirements with MLMAD.

**OTHER AGENCY INVOLVEMENT:**

Mammoth Lakes Mosquito Abatement District (MLMAD)

**FINANCING:**

Sufficient funds are available for these positions from April 1, 2022 through June 30, 2022 in the OVMAP Fiscal Year 2021-2022 Budget (unit 154101, object code 5012, Part-Time Employees) previously approved by the Board. Funding for these positions from July 1, 2022 through September 29, 2022 will be included in the department's requested budget for the fiscal year 2022-2023, but is contingent upon Board approval of that budget. The OVMAP is a non-General Fund program. There will be no fiscal impact to the Inyo County General Fund.

**ATTACHMENTS:**

**APPROVALS:**

Janice Jackson	Created/Initiated - 10/22/2021
Janice Jackson	Approved - 10/22/2021
Darcy Ellis	Approved - 10/22/2021
Janice Jackson	Approved - 10/25/2021
Marshall Rudolph	Approved - 10/25/2021
Amy Shepherd	Approved - 10/25/2021
Sue Dishion	Final Approval - 10/25/2021



# County of Inyo



## Health & Human Services

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** January 11, 2022

**FROM:** Marilyn Mann

**SUBJECT:** Approval of Contract for Health and Human Services Assistant Director

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**RECOMMENDED ACTION:**

Request Board approve the contract between the County of Inyo and Anna Scott for the provision of professional services as the Health and Human Services Assistant Director at Range 92, Step E, \$10,204 per month, effective January 20, 2022.

**SUMMARY/JUSTIFICATION:**

Your Board previously authorized Health and Human Services to recruit and hire an Assistant Director to fill the vacancy created when our team member was promoted to a position in County Administration. The Department initiated the recruitment and, following interviews, selected Anna Scott, the Department's current Deputy Director for Public Health and Prevention, to fill the position. The Department respectfully requests your Board approve the contract for personnel services and authorize the County Administrator to sign.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Department would continue to recruit to fill the vacancy should this contract not be approved.

**OTHER AGENCY INVOLVEMENT:**

County, State, and Community agencies

**FINANCING:**

State and Federal funding, Health, Behavioral Health, and Social Services Realignment. This position is budgeted as follows: 25% Health (045100); 30% Mental Health (045200); 25% SUD (045315); and 20% Social Services (055800) in the Salaries and Benefits object codes.

**ATTACHMENTS:**



1. Assistant HHS Director Contract

**APPROVALS:**

Marilyn Mann

Darcy Ellis

Melissa Best-Baker

Amy Shepherd

Sue Dishion

Marilyn Mann

Created/Initiated - 12/30/2021

Approved - 1/3/2022

Approved - 1/4/2022

Approved - 1/5/2022

Approved - 1/5/2022

Final Approval - 1/5/2022

**AGREEMENT BETWEEN COUNTY OF INYO  
ANNA SCOTT  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR**

**INTRODUCTION**

WHEREAS, ANNA SCOTT (hereinafter referred to as "Assistant Health and Human Services Director") has been duly appointed as Assistant Health and Human Services Director for Inyo County; and

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

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. ADMINISTRATION OF CONTRACT.**

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

**3. TERM.**

The term of this Agreement shall be from January 20, 2022 until terminated as provided below.

**4. CONSIDERATION.**

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

B. Travel and Per Diem. County shall reimburse Assistant Health and Human Services Director for the travel expenses and per diem which Assistant Health and Human Services Director incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Assistant Health and Human Services Director for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in

Attachment C, or which are incurred by the Assistant Health and Human Services Director without the proper approval of the County.

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

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

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

## **5. WORK SCHEDULE.**

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

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

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

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

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

## **8. COUNTY PROPERTY.**

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Assistant Health and Human Services Director by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant Health and

Human Services Director will use reasonable care to protect, safeguard and maintain such items while they are in Assistant Health and Human Services Director's possession.

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

## **9. WORKERS' COMPENSATION.**

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

## **10. DEFENSE AND INDEMNIFICATION.**

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

## **11. TERMINATION AND DISCIPLINE.**

Assistant Health and Human Services Director's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant Health and Human Services Director One Hundred Eighty (180) days written notice of such intent to terminate. Assistant Health and Human Services Director may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

## **12. ASSIGNMENT.**

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

## **13. NONDISCRIMINATION.**

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

**14. CONFIDENTIALITY.**

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

**15. CONFLICTS.**

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

**16. POST AGREEMENT COVENANT.**

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

**17. AMENDMENT.**

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

**18. NOTICE.**

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

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

<b>Assistant Health and Human Services Director:</b>	
ANNA SCOTT	Name
425 Vista Verde	Street
Bishop, CA 93514	City and State

**19. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND ANNA SCOTT  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR**

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

**COUNTY OF INYO**  
**DIRECTOR**

**ASSISTANT HEALTH AND HUMAN SERVICES**

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

By: Anna Scott  
Print or Type Name

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

  
Signature

Dated: 1/5/22

APPROVED AS TO FORM AND  
LEGALITY:

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

APPROVED AS TO ACCOUNTING  
FORM:

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

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ANNA SCOTT  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR**

**TERM:**

**FROM: January 20, 2022 TO: TERMINATION**

**SCOPE OF WORK:**

Assistant Health and Human Services Director shall perform the duties and responsibilities as identified in the job description for Assistant Health and Human Services Director attached hereto.



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ANNA SCOTT  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR**

**TERM:**

**FROM: January 20, 2022      TO: TERMINATION**

**SCHEDULE OF FEES:**

1. After commencing employment, HHS Assistant Director shall be paid \$10,204 per month, and shall be paid every two weeks on County paydays. HHS Assistant Director is starting at step E in the salary schedule.
2. The HHS Director will review HHS Assistant Director's performance annually.
3. Except as otherwise provided in this contract, HHS Assistant Director shall be compensated and receive benefits according to Inyo County Resolution Number 2021-38 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for HHS Assistant Director's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
5. HHS Assistant Director is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
6. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ANNA SCOTT  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR**

**TERM:**

**FROM: January 20, 2022 TO: TERMINATION**

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

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

\\\\ NOTHING FOLLOWS \\\\



# County of Inyo



## Health & Human Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 11, 2022

**FROM:** April Eagan

**SUBJECT:** Request changes in Health and Human Services Authorized Strength and approval to hire position

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**RECOMMENDED ACTION:**

Request Board:

- A) Approve the amended Registered Dietitian Nutritionist job description; and,
- B) Change the Authorized Strength in the HHS Women, Infants, and Children (WIC), Eastern Sierra Area Agency on Aging (ESAAA), and Health programs by adding one Registered Dietitian Nutritionist at Range 74 (\$5,432 - \$6,604) and deleting one BPAR Registered Dietitian Nutritionist at Range PT74 (\$31.34 - \$38.10/hr) depending on the recruitment; and
- C) Find that, consistent with the adopted Authorized Position Review Policy:
  - 1. The availability of funding for the requested position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
  - 2. Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- D) Approve the hiring of either one full-time Registered Dietitian Nutritionist at Range 74 (\$5,432 - \$6,604) or the hiring of one BPAR Registered Dietitian Nutritionist at Range PT74 (\$31.34 - \$38.10/hr).

**SUMMARY/JUSTIFICATION:**

Our B-Par Registered Dietitian Nutritionist (RD) recently left the position, and we are requesting to make this position full-time in order to improve recruitment prospects, as well as provide additional RD services within the Department, including nutrition education for clients in other divisions, like Behavioral Health. This position is supported by the blending of resources of all Health and Human Services (HHS) programs that have a need for the services of an RD. If the position becomes full-time, the RD will be able to expand services in programs across HHS.

Recruiting specialized positions such as the RD can be difficult in our region. The Department previously attempted to recruit and hire a full-time position but was only able to fill the position with a part-time employee. The Department needs warrant the hiring of a full-time Dietitian, however is requesting the flexibility to hire at either a full-time or part-time basis dependent upon the applicant pool in order to ensure coverage of state mandated requirements in our WIC and ESAAA programs.

The Department is respectfully requesting authorization to establish the Registered Dietitian Nutritionist as a full-time position and request your approval to change the authorized strength to reflect a full-time position. The Department also respectfully requests your Board approve the amended job description and authorize the department to recruit and hire a full-time Registered Dietitian Nutritionist or a B-Par Registered Dietitian Nutritionist.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to hire the Registered Dietitian Nutritionist position which would mean that the WIC and ESAAA programs would continue to be out of compliance with State requirements.

**OTHER AGENCY INVOLVEMENT:**

Toiyabe Indian Health Project WIC Program, Mono County Public Health WIC Program, Mono County Social Services

**FINANCING:**

State and Federal funds. This position will be paid 60% in WIC (641921), 10% in Health (045100) and 30% ESAAA (683000) Budgets in the Salary and Benefits object category. No County General Funds.

**ATTACHMENTS:**

1. Job Description: Registered Dietician Nutrition

**APPROVALS:**

April Eagan	Created/Initiated - 12/27/2021
Darcy Ellis	Approved - 12/29/2021
April Eagan	Approved - 12/29/2021
Marilyn Mann	Approved - 1/5/2022
Melissa Best-Baker	Approved - 1/6/2022
Sue Dishion	Approved - 1/6/2022
Amy Shepherd	Approved - 1/6/2022
Marilyn Mann	Final Approval - 1/6/2022



## **REGISTERED DIETITIAN NUTRITIONIST- PART TIME**

**DEPARTMENT:** Health & Human Services

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

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

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

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

Within the Aging Services Elderly Nutrition Program (ENP), the Registered Dietitian oversees the nutritional components of both the congregate and home delivered meal programs consistent with California Department of Aging and Federal Regulations. Components include, but are not limited to participation in the development for the AAA nutrition services policies, procedures, and standards; participation in developing and evaluation of the AAA Request for Proposal (RFP) concerning nutrition services; participation in the Area Plan development related to nutrition services; to review and approval of proposed menu plans to ensure compliance with the federal dietary guidelines for older Americans including substitute menu items; quarterly and annual kitchen inspections within the service area of Inyo

and Mono counties, including annual on-site monitoring of ENP program compliance; review and approval of all standardized recipes and substitute food items prior to implementation by the program; nutrition counseling for high risk older adults with nutritional risk factors; and review and approval of annual training plan, as well as provision of staff training as indicated.

**KNOWLEDGE OF:**

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

**SKILLS:**

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

**EMPLOYMENT STANDARDS:**

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

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

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

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



# County of Inyo



## Health & Human Services - Behavioral Health

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** January 11, 2022

**FROM:** Marilyn Mann

**SUBJECT:** Contract with Kimball Pier for provision of professional services as the HHS Deputy Director, Behavioral Health

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**RECOMMENDED ACTION:**

Request Board approve the contract between the County of Inyo and Kimball Pier for the provision of professional services as the Deputy Director, Behavioral Health at Range 88, Step D, \$8,807 per month, effective January 13, 2022.

**SUMMARY/JUSTIFICATION:**

Your Board previously approved the hiring of a Deputy Director for our Behavioral Health division following the retirement of the prior Deputy Director in September 2021. The department contracted with CPS-HR for executive recruitment services and we were able to successfully identify a candidate, Kimball Pier. Dr. Pier is a licensed clinician with administrative experience. We are happy to bring her contract forward for your consideration and recommend your Board approve the contract and authorize the County Administrator to sign.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Should your Board not approve the contract, the Department would continue to recruit.

**OTHER AGENCY INVOLVEMENT:**

Probation, Courts, Schools, Law Enforcement, Hospitals, District Attorney

**FINANCING:**

State and Federal funding, Mental Health Realignment, and MHSA, funds. This position is budgeted as follows: 90% CMH (045200) and 10% SUD (045315) in the Salaries and Benefits object codes.

**ATTACHMENTS:**

1. Deputy Director-Behavioral Health Contract

**APPROVALS:**

Darcy Ellis	Created/Initiated - 12/28/2021
Darcy Ellis	Approved - 12/28/2021
Marilyn Mann	Approved - 12/29/2021
Melissa Best-Baker	Approved - 12/29/2021
Amy Shepherd	Approved - 12/29/2021
Sue Dishion	Approved - 1/5/2022
Marilyn Mann	Final Approval - 1/5/2022



**AGREEMENT BETWEEN COUNTY OF INYO  
AND  
KIMBALL PIER  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY DIRECTOR, BEHAVIORAL HEALTH**

**INTRODUCTION**

WHEREAS KIMBALL PIER (hereinafter referred to as "Deputy Director, Behavioral Health" has been duly appointed as Deputy Director, Behavioral Health for Inyo County; and

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

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. ADMINISTRATION OF CONTRACT.**

Deputy Director, Behavioral Health will report directly to and shall work under the direction of the County Administrative Officer, who will administer this contract and exercise its provisions.

**3. TERM.**

The term of this Agreement shall be from January 13, 2022 until terminated as provided below.

**4. CONSIDERATION.**

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

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

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

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

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

## **5. WORK SCHEDULE.**

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

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

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

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

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

## **8. COUNTY PROPERTY.**

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

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

**9. WORKERS' COMPENSATION.**

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. TERMINATION AND DISCIPLINE.**

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

Deputy Director, Behavioral Health may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

**12. ASSIGNMENT.**

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

**13. NONDISCRIMINATION.**

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

**14. CONFIDENTIALITY.**

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

**15. CONFLICTS.**

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

**16. POST AGREEMENT COVENANT.**

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

**17. AMENDMENT.**

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

**18. NOTICE.**

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

**County of Inyo**

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

**Deputy Director, Behavioral Health:**

Kimball C. Pier  
P.O. Box 846  
Truckee, CA 96160

**19. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND  
KIMBALL PIER  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY DIRECTOR, BEHAVIORAL HEALTH**

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

COUNTY OF INYO

DEPUTY DIRECTOR, BEHAVIORAL HEALTH

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

By: Kimball Pier  
Print or Type Name

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

Signature  
Dated: Kimball C. Pier

APPROVED AS TO FORM AND  
LEGALITY:

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

APPROVED AS TO ACCOUNTING  
FORM:

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

APPROVED AS TO PERSONNEL  
REQUIREMENTS

Sue DL  
\_\_\_\_\_  
Personnel Services

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND KIMBALL PIER  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY DIRECTOR, BEHAVIORAL HEALTH**

**TERM:**

**FROM: January 13, 2022 TO: TERMINATION**

**SCOPE OF WORK:**

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

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND KIMBALL PIER  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY DIRECTOR, BEHAVIORAL HEALTH**

**TERM:**

**FROM: January 13, 2022      TO: TERMINATION**

**SCHEDULE OF FEES:**

1. After commencing employment, Deputy Director, Behavioral Health shall be paid \$8,807 per month, and shall be paid every two weeks on County paydays. Department Head is starting at step D in the salary and will move up the steps on anniversary date.
2. The Director, Health and Human Services will review Deputy Director, Behavioral Health performance annually.
3. Except as otherwise provided in this contract, Deputy Director, Behavioral Health shall be compensated and receive benefits according to Inyo County Resolution Number 2018-02 or a successor resolution applicable to Management Employees.
4. -Deputy Director, Behavioral Health is entitled to forty (40) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND  
KIMBALL PIER  
FOR THE PROVISION OF PERSONAL SERVICES  
AS DEPUTY DIRECTOR, BEHAVIORAL HEALTH  
TERM:**

**FROM: January 13, 2022 TO: TERMINATION**

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

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

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



# County of Inyo



## Health & Human Services - Health/Prevention

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** January 11, 2022

**FROM:** Anna Scott

**SUBJECT:** Change Authorized Strength in HHS

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#### **RECOMMENDED ACTION:**

Request Board change the Authorized Strength in the Health and Human Services Department by reclassifying one (1) Limited Term Registered Nurse at Range 78 (\$5,971 - \$7,255) as a full-time, permanent Registered Nurse at Range 78 (\$5,971 - \$7,255).

#### **SUMMARY/JUSTIFICATION:**

During the COVID-19 pandemic, the Health and Human Services, Public Health and Prevention division was authorized by your Board to establish several term-limited positions that are funded under an Epidemiology and Laboratory Capacity (ELC) grant, which ends in 2023. Existing County employees were assured their right to move back into their original permanent positions if they chose to apply for term-limited positions under the ELC grants. In February, 2021, a permanent Registered Nurse who had worked in Public Health since 2017 transitioned to a term-limited ELC Infection Preventionist position. In order to backfill the resulting vacancy, HHS hired a term-limited nurse to provide services primarily in the California Children's Services and Maternal, Child and Adolescent Health programs. In October, 2021, the Infection Prevention Nurse was promoted to a permanent Supervising Public Health Nurse position. Because that employee is now back in a permanent position, her original position does not need to be protected as a term-limited position. Therefore, HHS is requesting that the incumbent CCS/MCAH Registered Nurse be reclassified from limited-term, to full-time permanent Registered Nurse.

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

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

Your Board could choose not to change the Authorized Strength in the HHS Department, which could result in a Registered Nurse being laid off in June 2023, despite expected on-going funding for the position.

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

Inyo County Perinatal Taskforce, Team Inyo for Healthy Kids, NIHD and Bishop Pediatrics, Rural Health clinics, and Toiyabe Indian Health Project.

**FINANCING:**

State and Federal funding and Health Realignment. This position is budgeted 60% MCAH (641621), 20% Health (045100), 10% in CCS Treatment (045500) and 10% CCS (045501), in the Salaries and Benefits object codes. No County General Funds.

**ATTACHMENTS:**

**APPROVALS:**

Anna Scott	Created/Initiated - 12/22/2021
Darcy Ellis	Approved - 12/29/2021
Melissa Best-Baker	Approved - 12/30/2021
Marilyn Mann	Approved - 1/5/2022
Sue Dishion	Approved - 1/5/2022
Amy Shepherd	Approved - 1/5/2022
Marilyn Mann	Final Approval - 1/6/2022



# County of Inyo



## County Administrator - Information Services

### CONSENT - ACTION REQUIRED

**MEETING:** January 11, 2022

**FROM:** Rochelle Romo

**SUBJECT:** Blanket Purchase Order for Dell Marketing LP

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**RECOMMENDED ACTION:**

Request Board authorize issuance of a Blanket Purchase Order in an amount not to exceed \$45,000, payable to Dell Marketing LP for the purchase of computer technology and related equipment.

**SUMMARY/JUSTIFICATION:**

The County Purchasing Policy requires that purchases from one vendor that exceed \$10,000 in a fiscal year must be approved by the Board. Information Services has currently spent \$5,371.77 and have \$4,900 in planned purchases with Dell Marketing LP for computer technology and related purchases. We feel that the requested \$45,000 will be sufficient to see us through until the end of FY 2021-2022. Based on past years' purchases using competitive pricing comparisons, we expect to purchase approximately \$45,000 in additional technology-related equipment from Dell Marketing LP. We respectfully request approval for a \$45,000 Blanket purchase order for those expected purchases from Dell Marketing LP.

Purchases from Dell Marketing LP, are primarily for computers or computer technology and related items. Adhering to the County Purchasing Policy, we request at least three quotes from vendors prior to purchasing items, and we purchase the items using the lowest-cost quote.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this request which would result in our department purchasing higher priced items from a different vendor.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

These expenses are budgeted in various Information Services and CAO budgets (011801, 011808, 010200, 010800), most often in the Equipment Object Code and the Office and Other Equipment Object Code (5650/5232).

**ATTACHMENTS:**

**APPROVALS:**

Rochelle Romo  
Rochelle Romo  
Darcy Ellis  
Scott Armstrong  
John Vallejo  
Amy Shepherd

Created/Initiated - 1/5/2022  
Approved - 1/5/2022  
Approved - 1/5/2022  
Approved - 1/5/2022  
Approved - 1/5/2022  
Final Approval - 1/5/2022



# County of Inyo



## Health & Human Services

### CONSENT - ACTION REQUIRED

**MEETING:** January 11, 2022

**FROM:** Melissa Best-Baker

**SUBJECT:** County Welfare Director's Association dues

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**RECOMMENDED ACTION:**

Request Board authorize payment to the County Welfare Director's Association (CWDA) for dues for Fiscal Year 2021-2022 in an amount not to exceed \$21,666.00.

**SUMMARY/JUSTIFICATION:**

This request comes before you, consistent with the County Purchasing Policy, for approval of payment of annual dues. The 2021-2022 amount is a 4.76% increase from the prior year's dues.

CWDA, the association of Social Services Directors (a.k.a. Welfare Directors), is staffed by a very experienced team that works closely with CSAC and RCRC to ensure education of legislators, advocacy with statewide stakeholders, and fiscal advocacy with the State for County-administered Social Services programs and budgets. In Inyo County those programs include the following: All Social Services – CalWORKS/TANF eligibility determination, Medi-Cal Administration, CalFresh, Child Welfare Services, Foster Care Licensing and Services, Family Day Care Licensing, Child Abuse Prevention, Wraparound Intensive Services, Adult Protective Services, In-Home Supportive Services, Federal IV-E Quality Assurance for Child Welfare & Juvenile Probation, Foster Care Administration (Approved Resource Families), Temporary Assistance to Needy Families Administration Disaster-Related Shelter/Evacuation Care staff costs, Oversight of Matching Realignment Funds for California Children's Services Local administration of Workforce Investment and Opportunity Act, General Assistance, and County Medical Services Program (CMSP).

Most of the Social Services programs have both federal and state laws, regulations and budget controls, with varying cost sharing ratios and/or matches required. The fiscal and political context for social services is ever-changing and client advocacy and poverty law groups abound both nationally and statewide. CWDA has proved to be a very effective organization, bringing needed resources – especially for small counties – to tracking legislation and litigation as they impact local county issues, monitoring cost shifting to counties, coordinating closely with CSAC to ensure alignment of positions on issues, and assisting counties, in general service, around implementation concerns. Additionally, CWDA also monitors and provides education and advocacy with those issues administered by other HHS divisions such as Behavioral Health and Public Health that interface with Social Services programming.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

CWDA is likely to continue to function should Inyo not pay its dues, however, Inyo County would lose direct access to the resources, education, and information available to participating counties and would also lose its voice at the table representing the unique needs of small, rural counties.

**OTHER AGENCY INVOLVEMENT:**

All County Social Services programs; California Departments of Social Services, Health Care Services, and Public Health (CDSS, DHCS, and CDPH respectively).

**FINANCING:**

The funding is a combination of Federal, State, and Social Services Realignment funds. This expense will be budgeted in Social Services (055800) in General Operating (5311).

**ATTACHMENTS:**

1. Invoice 1169 from County Welfare Directors Association

**APPROVALS:**

Melissa Best-Baker	Created/Initiated - 12/30/2021
Darcy Ellis	Approved - 1/3/2022
Marilyn Mann	Approved - 1/5/2022
Amy Shepherd	Approved - 1/5/2022
Marilyn Mann	Final Approval - 1/6/2022

## County Welfare Directors Association

925 L Street, Suite #350  
Sacramento, CA 95814  
www.cwda.org



## Invoice

BILL TO  
Inyo County Department of Health & Human Services  
Ms. Marilyn Mann, Director  
163 May Street  
Bishop, CA 93514

INVOICE 1169  
DATE 05/25/2021

DESCRIPTION	AMOUNT
CWDA Annual County Fee - Fiscal Year 2021 -2022	21,666.00
<hr/>	
BALANCE DUE	<b>\$21,666.00</b>





# County of Inyo



## Health & Human Services - Behavioral Health

### CONSENT - ACTION REQUIRED

**MEETING:** January 11, 2022

**FROM:** Marilyn Mann

**SUBJECT:** Appointment of an Interim Inyo County Alcohol and Drug Program Administrator

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**RECOMMENDED ACTION:**

Request Board ratify and approve the appointment of Marilyn Mann, HHS Director, as the Interim Inyo County Alcohol and Drug Program Administrator consistent with California Health and Safety Code (HSC) Section 11800.

**SUMMARY/JUSTIFICATION:**

Your Board previously appointed Meaghan McCamman, former HHS Assistant Director, as the County Alcohol and Drug Program Administrator pursuant to Health and Safety Code Sections 11800, 11801 and California Code of Regulations (CCR) Title 9, Sections 9412 and 9414, which outline the requirements for this state-county liaison and title. Ms. McCamman recently accepted a position in County Administration, resulting in a vacancy for the role of Alcohol and Drug Administrator. The HHS Director meets the requirements as outlined in CCR Section 9414 and has been appointed to this role in the past. The Department is recommending your Board appoint the HHS Director as the Interim Alcohol and Drug Administrator until the position of Assistant Director is filled.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

A vacancy in the Drug and Alcohol Administrator role may impact the County's ability to meet reporting and invoice requirements.

**OTHER AGENCY INVOLVEMENT:**

California Department of Health Care Services and the County Behavioral Health Director's Association of California

**FINANCING:**

There is no money involved in this action.

**ATTACHMENTS:**

**APPROVALS:**

Marilyn Mann  
Darcy Ellis  
Marilyn Mann

Created/Initiated - 11/8/2021  
Approved - 11/8/2021  
Final Approval - 11/8/2021



# County of Inyo



## Health & Human Services

### CONSENT - ACTION REQUIRED

**MEETING:** January 11, 2022

**FROM:** Marilyn Mann

**SUBJECT:** Appointment of Inyo County Privacy Officer

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#### **RECOMMENDED ACTION:**

Request Board ratify and approve the appointment of Stephanie Tanksley, Senior Program Integrity and Quality Improvement Manager, as Privacy Officer for Inyo County for purposes of the federal Health Insurance Portability and Accountability Act (HIPAA), and the authorization for the Privacy Officer to modify and/or develop required processes and procedures necessary to comply with the HIPAA requirements.

#### **SUMMARY/JUSTIFICATION:**

The Health Insurance Portability and Accountability Act (HIPAA) became public law (P.L. 104-191) in 1996. HIPAA was introduced to improve the portability and continuity of health insurance coverage in group and individual markets, to combat waste, fraud, and abuse in health insurance and health care delivery. Certain administrative requirements were intended to improve the efficiency and effectiveness of the entire health care system through national standardization of electronic transactions and code sets. The HIPAA Privacy Rule established requirements for the handling of certain health care information to ensure privacy of patient/client care information.

HIPAA regulations require that the County appoint a Privacy Officer to develop and implement countywide policies and procedures relating to the safeguarding of protected health information, and to receive formal complaints relating to breaches of such protection. Such protected health information is specifically maintained in various HHS programs, including Public Health, Behavioral Health, Child and Adult Protective Services, ESAAA, IHSS, as well as in Probation, the Jail, Risk Management and possibly other County departments.

The former HIPAA Privacy Officer recently left the Department to accept a position in County Administration. Stephanie Tanksley, Senior PIQA Manager, is able to meet the requirements as the HIPAA Privacy officer and is able to work closely with the Risk Manager and impacted County programs as the HIPAA Privacy Officer. The Department respectfully request your Board appoint Ms. Tanksley as the Inyo County HIPAA Privacy Officer.

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

N/A

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

The County will be in violation of federal law should the Board choose not to appoint a Privacy Officer.

**OTHER AGENCY INVOLVEMENT:**

Federal Government

**FINANCING:**

There is no financing involved in this request.

**ATTACHMENTS:**

**APPROVALS:**

Marilyn Mann	Created/Initiated - 11/8/2021
Darcy Ellis	Approved - 11/8/2021
Marilyn Mann	Final Approval - 11/8/2021



# County of Inyo



## Health & Human Services - Health/Prevention

### CONSENT - ACTION REQUIRED

**MEETING:** January 11, 2022

**FROM:** April Eagan

**SUBJECT:** Amendment A03 to Contract between County of Inyo and the California Department of Public Health for Woman, Infants and Children (WIC)

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**RECOMMENDED ACTION:**

Request Board approve Amendment A03 to the contract between the County of Inyo Department of Health and Human Services and California Department of Public Health (CDPH) for the California Women, Infants, and Children (WIC) Contract, adding \$5,000.00 to the base funding, changing the total amount to \$1,155,112.00 to better support the contractor's needs, contingent upon Board's approval of future budgets; and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

This program provides administrative management and program implementation of WIC services for Inyo County. This is a federally funded program administered by the California Department of Public Health, designed to provide supplemental nutritious foods to mothers during pregnancy and infants and young children during early growth and development. This program is part of a coordinated effort to protect the health of mothers and children through planned programs of nutrition education, periodic examinations and preventive services.

The contract is a four-year contract with the California Department of Public Health, although the funding is federal dollars passed through the State from the United States, Department of Agriculture (USDA).

This amendment is adding \$5,000.00 to the base funding, changing the total amount to read \$1,155,112.00, to better support the Contractor's needs and allow the Contractor to perform more of the same services. Funds were also shifted in fiscal year 3 to accommodate anticipated expenses.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the amendment which would mean that the county would not be able to perform more of the same services.

**OTHER AGENCY INVOLVEMENT:**

The program works cooperatively with other Health and Human Services Programs such as Public Health, First

Five, as well as Toiyabe Indian Health Project and other Community organizations.

**FINANCING:**

This program is federally funded through the State of California. There are no County General Funds. This revenue will be budgeted in WIC (641921) in object code Federal Grants (4555).

**ATTACHMENTS:**

1. Standard Agreement 19-10153 - Amendment A03
2. Standard Agreement 19-10153 - Amendment A03 exhibits

**APPROVALS:**

April Eagan	Created/Initiated - 12/16/2021
Darcy Ellis	Approved - 12/17/2021
April Eagan	Approved - 12/27/2021
Marilyn Mann	Approved - 12/30/2021
Melissa Best-Baker	Approved - 12/30/2021
John Vallejo	Approved - 12/30/2021
Amy Shepherd	Approved - 1/3/2022
Marilyn Mann	Final Approval - 1/5/2022

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 PAGES

AGREEMENT NUMBER

19-10153

AMENDMENT NUMBER

A03

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

October 1, 2019

THROUGH END DATE

September 30, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$1,155,112.00 One Million One Hundred Fifty-Five Thousand One Hundred Twelve Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. This amendment is adding \$5,000.00 to the base funding, changing the total amount to read \$1,155,112.00, to better support the Contractor's needs and allow the Contractor to perform more of the same services. Funds were also shifted in fiscal year 3 to accommodate anticipated expenses.

*All other terms and conditions shall remain the same.*

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.*

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Inyo

CONTRACTOR BUSINESS ADDRESS

P.O. Drawer H

CITY

Independence

STATE

CA

ZIP

93526

PRINTED NAME OF PERSON SIGNING

Jeff Griffiths

TITLE

Chair, Inyo County Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Joseph Torrez

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

II. Certain changes made in this amendment are displayed as follows: Text additions are displayed in **bold and underline**. Text deletions are displayed with a strike through the text (i.e., ~~Strike~~).

III. Revised Exhibit A, Scope of Work, Provision 4. as follows:

A. The project representatives during the term of this agreement will be:

<b>California Department of Public Health</b>	<b>County of Inyo</b>
Pia Boling, Contract Manager Telephone: (916) 928-8543 Fax: (916) 263-3314 E-mail: Pia.Boling@cdph.ca.gov	Marilyn Mann Telephone: (760) 873-3305 Fax: (760) 873-6505 E-mail: mmann@inyocounty.us

B. Direct all inquiries to:

<b>California Department of Public Health</b>	<b>County of Inyo</b>
CDPH/WIC Division Attention: Pia Boling, Contract Manager Local Services Branch 3901 Lennane Drive Sacramento, CA 95834  Telephone: (916) 928-8543 Fax: (916) 263-3314 E-mail: Pia.Boling@cdph.ca.gov	Attention: April Eagan 1360 North Main Street, <b><u>Suite 203D</u></b> Bishop, Ca 93514  Telephone: (760) 872-1887 Fax: (760) 872-1623 E-mail: aeagan@inyocounty.us

C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Federal ID#: 95-6005445
FI\$CAL ID #:
Contractor: County of Inyo
Attention: "Cashier"
Address: PO Drawer H Independence, CA 93526
Contract Number: 19-10153 <b><u>A03</u></b>
Email: mbestbaker@inyocounty.us

D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.



IV. Revised Exhibit A, Scope of Work, Provision 7.A.12) to include the following:

**e) Continuous Time Reporting - Books for Kids Program (if applicable)**

**The Contractor shall adhere to all fiscal procedures required for Books for Kids restricted funds and keep continuous time reports for all dual funded positions performing Books for Kids related duties as outlined in Exhibit A, Provision 7.A.27).**

V. Revised Exhibit A, Scope of Work, Provision 7.A. to include the following:

**27) Books for Kids Program (only applies to the Contractor that receives funds for this service)**

**The Contractor will assure that the funding is spent on books for WIC participants 0-5 years old. Local agencies may subcontract the activity to another entity to purchase and distribute books for eligible WIC participants only. When subcontracting to another entity, data must be obtained and made available that identifies the number of WIC participants who receive the books and the number of books distributed by language.**

VI. Revised Exhibit B, Budget Detail and Payment Provisions, Provision 1.E. as follows:

E. Amounts Payable

The amounts payable under this agreement shall not exceed: ~~\$1,150,112.00~~ **\$1,155,112.00**.

**Exhibit B, Attachment I  
Budget Detail Worksheet  
October 1, 2019 - September 30, 2022**

Personnel	Exhibit A SOW 7.A	Exhibit A Attach I	Current Base Annual Salary Minimum	Amended Current Base Annual Salary Minimum	Current Base Annual Salary Maximum	Amended Current Base Annual Salary Maximum	Year 1		Year 2		Year 3			Total	Total Budget Adj.	Amended Total		
							10/1/2019 - 9/30/2020	Amended Budgeted Amount	Amended FTE	Amended Budgeted Amount	Amended FTE	10/1/2021 - 9/30/2022	Budgeted Amount				Budget Adj.	Amended Budgeted Amount
Office Tech III	12,13,14,15		48,276		58,740		0.05	2,937	0.05	2,594	0.05	2,724	(103)	2,621	8,255	(103)	8,152	
Registered Dietician	1,3,6,7	1,2,3,4,5	62,676		76,200		0.50	37,535	0.50	37,535	0.50	38,100	(7,916)	30,184	113,170	(7,916)	105,254	
WIC Nutrition Assistant (1) (2)	1	1,2,3,4,5	41,988		51,012		1.00	51,012	1.00	50,042	1.00	52,544	6,475	59,019	153,598	6,475	160,073	
WIC Manager (2)	16,17		87,816		106,704		0.05	5,362	0.05	5,362	0.05	5,630	41	5,671	16,354	41	16,395	
WIC Nutrition Assistant (1)	1	1,2,3,4,5	45,098		54,768		1.00	54,768	0.60	29,058	0.60	30,511	9,022	39,533	114,337	9,022	123,359	
WIC Director	1-9,11-15,18	1,2,3,4,5,6	68,892		83,712		0.50	38,100	0.50	37,535	0.50	39,412	4,212	43,624	115,047	4,212	119,259	
HHS Specialist (1)	1	1,2,3,4,5	41,988		51,012		0.00	-	0.10	4,423	0.10	4,644	181	4,825	9,067	181	9,248	
Administrative Analyst	3	1,2,3,4,5	57,036		72,600		0.00	-	0.03	1,711	0.03	1,711	14	1,725	3,422	14	3,436	
							0.00	-	0.00	-	0.00	-	-	-	-	-	-	
							0.00	-	0.00	-	0.00	-	-	-	-	-	-	
							0.00	-	0.00	-	0.00	-	-	-	-	-	-	
Overtime (3)							0.00	-	0.00	-	0.00	-	-	-	-	-	-	
Salaries and Wages								189,714		168,260		175,276	11,926	187,202	533,250	11,926	545,176	
Total FTE							3.10		2.83		2.83		0.00	2.83				
Fringe Benefits (4)							Amended Percent	Amended Budgeted Amount	Amended Percent	Amended Budgeted Amount	Percent	Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
							63.1069%	119,722	68.26880%	114,869	65.01790%	61.56000%	113,960	1,281	115,241	348,551	1,281	349,832
<b>TOTAL PERSONNEL</b>								<b>309,436</b>		<b>283,129</b>			<b>289,236</b>	<b>13,207</b>	<b>302,443</b>	<b>881,801</b>	<b>13,207</b>	<b>895,008</b>
<b>Operating Expenses</b>	Exhibit A SOW 7.A	Exhibit A Attach I						Amended Budgeted Amount		Amended Budgeted Amount			Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
General Expenses (5)	6,17,18,19	1-9						9,324		12,347			9,653	4,852	14,505	31,324	4,852	36,176
Travel (6)	8	1-9						5,010		-			5,010	(3,010)	2,000	10,020	(3,010)	7,010
Training	4,5,7,17	1-9						1,000		6,010			1,000	(1,000)	-	8,010	(1,000)	7,010
Outreach/Media/Promotion	17	1-9						7,100		11,558			5,600		5,600	24,258		24,258
Facility Costs (See Exhibit B, Attach II for breakdown) (7)	11	1-9						13,704		20,400			20,400	(5,616)	14,784	54,504	(5,616)	48,888
<b>TOTAL OPERATING EXPENSES</b>								<b>36,138</b>		<b>50,315</b>			<b>41,663</b>	<b>(4,774)</b>	<b>36,889</b>	<b>128,116</b>	<b>(4,774)</b>	<b>123,342</b>
<b>Major Equipment (8) (Unit Cost of \$5,000 or More)</b>	Exhibit A SOW 7.A	Exhibit A Attach I						Amended Budgeted Amount		Amended Budgeted Amount			Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
Equipment (9)	6,17,18,20,21	1-9						-		-			-	-	-	-	-	-
Vehicles (10)	8,17,18,19	1-9						-		-			-	-	-	-	-	-
<b>TOTAL MAJOR EQUIPMENT</b>								<b>-</b>		<b>-</b>			<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Subcontracts (11)</b>	Exhibit A SOW 7.A	Exhibit A Attach I						Amended Budgeted Amount		Amended Budgeted Amount			Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
								-		-			-	-	-	-	-	-
								-		-			-	-	-	-	-	-
<b>TOTAL SUBCONTRACTS</b>								<b>-</b>		<b>-</b>			<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Indirect Costs</b>							Amended Percent	Amended Budgeted Amount	Amended Percent	Amended Budgeted Amount	Percent	Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
Total Personnel Costs							11.1170%	34,400	20.0000%	56,625	17.0000%	15.12280%	49,170	(3,433)	45,737	140,195	(3,433)	136,762
<b>TOTAL INDIRECT COSTS</b>								<b>34,400</b>		<b>56,625</b>			<b>49,170</b>	<b>(3,433)</b>	<b>45,737</b>	<b>140,195</b>	<b>(3,433)</b>	<b>136,762</b>
<b>TOTAL BUDGET</b>								<b>\$ 379,974</b>		<b>\$ 390,069</b>			<b>\$ 380,069</b>	<b>\$ 5,000</b>	<b>\$ 385,069</b>	<b>\$ 1,150,112</b>	<b>\$ 5,000</b>	<b>\$ 1,155,112</b>

\$ 379,974	\$ 390,069	Year 3 Contract Amount	\$ 385,069
\$ -	\$ -	Year 3 Funding Changes	\$ 5,000
\$ -	\$ -	Year 3 Checks/Balances	\$ -

\*All costs will be reviewed by CDPH for approval

- (1) Bilingual - Positions that receive Bilingual pay will show a higher budgeted amount. Justification and back-up documentation will be kept on file.
- (2) Additional Pay (Longevity, Retention, Differential and COLA) - Positions that receive these compensations will show a higher budgeted amount. Justification and back-up documentation will be kept on file.
- (3) Overtime - Requires justification if amount does not seem reasonable. Justification will be kept on file.
- (4) Fringe Benefits - Justification and back-up documentation will be kept on file for any fringe benefit rate that exceeds 50%.
- (5) General Expenses - Includes items such as: Minor equipment (i.e., office furniture, IT equipment, anthropometric items, etc.), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses (i.e., telephone services, printing, postage, supplies, etc.), etc.
- (6) Travel - All costs reimbursed shall be in accordance with CalHR rates.
- (7) Facility Costs - Includes Rent, Utilities, Janitorial, Security, and Maintenance.
- (8) Major Equipment - Unit cost must be \$5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.
- (9) Equipment - Includes items such as: Telephone systems, information technology equipment, photocopy machines, etc.
- (10) Vehicles - Will be used for Facility Site Visits, Conferences, Trainings, and Outreach.
- (11) Subcontractors - List the subcontractor's name and short list of services provided.

**Exhibit B, Attachment II  
Facility Cost Worksheet  
October 1, 2019 - September 30, 2022**

Total Facility Costs:					Year 1 Amended Total				Year 2 Amended Total				Year 3 Total	Year 3 Amended Total
<b>\$ 48,888</b>					<b>\$ 13,704</b>				<b>\$ 20,400</b>				<b>\$ 20,400</b>	<b>\$ 14,784</b>
Site Street Address, City, State & Zip Code	Type of Space (i.e., Clinic Site, Admin, Training Center, Warehouse, Storage Area, Satellite site)	Total Square Footage	Amended Total Cost of Site Per Month	Amended Total Site Costs Per Year	Amended Total Cost of Site Per Month	Amended Total Site Costs Per Year	Total Cost of Site Per Month	Total Cost of Site Per Month Adj.	Amended Total Cost of Site Per Month	Total Site Cost Per Year	Amended Total Site Costs Per Year			
568 West Line Street, Bishop, CA 93514 <b>(Relocated 7/9/21)</b>	Clinic Site	2000	1,142	13,704	1,700	20,400	1,700	(1,700)	-	20,400	-			
138 Jackson Street, Lone Pine, CA 93545	Satellite site	6698	-	-	-	-	-	-	-	-	-			
207A West South Street, Bishop, CA 93514	Administrative Site	2500	-	-	-	-	-	-	-	-	-			
155 East Market, Independence, CA 93526	Fiscal and Satellite Site	4285	-	-	-	-	-	-	-	-	-			
405 Hot Springs Road, Tecopa CA 92369	Satellite site	1140	-	-	-	-	-	-	-	-	-			
<b>1360 North Main Street, Bishop, CA 93514</b>	<b>Clinic Site</b>	<b>428</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,232</b>	<b>1,232</b>	<b>-</b>	<b>14,784</b>			



# County of Inyo



## County Administrator

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** January 11, 2022

**FROM:** Leslie Chapman, Denelle Carrington

**SUBJECT:** American Rescue Plan Act (ARPA) Funds

---

**RECOMMENDED ACTION:**

Request Board hear a presentation regarding the American Rescue Plan Act funds allocated to Inyo County and discuss potential uses of the funding.

**SUMMARY/JUSTIFICATION:**

The American Rescue Plan Act (ARPA) was signed into law on March 11, 2021. Inyo County's allocation is \$3,503,864 and the first tranche in the amount of \$1,751,932 was received on May 20, 2021. The second tranche of \$1,751,932 should be received by May 20, 2022. The funding eligibility period is March 3, 2021 through December 31, 2024.

The purpose of these funds is to provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

The purpose of this agenda request is to work with the Board to prioritize and designate projects to be completed with this funding. There are several expenditure categories available:

- Negative Economic Impacts
- Housing
- Water, Sewer, and broadband infrastructure
- Revenue Replacement
- Premium Pay for Essential Workers

Earlier this year, your Board approved the Fiscal Year 2021-2022 Inyo County Budget, which included a budget of \$1,751,932 to fund projects designated by your Board. Funding was included for projects to be started, but no designated projects are listed as your Board will need to identify the specific projects. Once your Board identifies the projects, staff will be able to move forward.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

U.S. Department of Treasury

**FINANCING:**

Projects will be funded in the American Rescue Plan Act Budget #650200 based on the priorities of the Board.

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis	Created/Initiated - 1/5/2022
Darcy Ellis	Approved - 1/6/2022
Denelle Carrington	Approved - 1/6/2022
John Vallejo	Approved - 1/6/2022
Amy Shepherd	Final Approval - 1/6/2022



# County of Inyo



## Board of Supervisors

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 11, 2022

**FROM:** Chairperson Dan Totheroh

**SUBJECT:** Board of Supervisors Committee Appointments for calendar year 2022

---

**RECOMMENDED ACTION:**

Request Board: A) approve the 2022 Board of Supervisors committee assignments as recommended by the Chairperson; and B) for the purposes of Form 806 reporting, make separate motions for the following assignments:

1. Eastern Sierra Transit Authority Board of Directors (two)
2. Great Basin Unified Air Pollution Control District Board (two, plus an alternate)
3. Local Agency Formation Commission (two, plus an alternate)

*(Recommendations for appointment will be made during the discussion.)*

**SUMMARY/JUSTIFICATION:**

Each year the newly elected Chairperson makes recommendations for Board of Supervisors appointments to the various boards, committees, and commissions upon which the Board of Supervisors has representation. The requirement for County Supervisor representation on the various boards, committees, and commissions comes from a variety of sources, including but not limited to State law, County law, and/or Inyo County Board of Supervisors order.

At this time your Board is asked to make the necessary appointments as recommended by this year's Chairperson, Dan Totheroh, who will present the recommendations during today's discussion. Additionally, you are being asked to make separate motions for appointments to boards, committees, and commissions that pay a stipend for their members for both regular and alternate membership. These appointments require the completion of Form 806: Agency Report of Public Official Appointments, necessitating a different approval mechanism than the other annual appointments. This form is posted on the County's website as required and once the Board confirms these appointments, the Form will be updated.

Last year's committee assignments are attached.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to change any of the recommendations for appointments.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

There is no expected fiscal impact associated with this request.

**ATTACHMENTS:**

1. Form 806
2. 2021 Committee Appointments

**APPROVALS:**

Darcy Ellis	Created/Initiated - 1/5/2022
Darcy Ellis	Final Approval - 1/5/2022

# Agency Report of: Public Official Appointments

**A Public Document**

<b>1. Agency Name</b>			<b>California Form 806</b> For Official Use Only
Division, Department, or Region <i>(If Applicable)</i>			Date Posted:  <i>(Month, Day, Year)</i>
Designated Agency Contact <i>(Name, Title)</i>			
Area Code/Phone Number	E-mail	Page _____ of _____	

## 2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>

## 3. Verification

*I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.*

\_\_\_\_\_  
Signature of Agency Head or Designee                      Print Name                      Title                      (Month, Day, Year)

Comment: \_\_\_\_\_



**Agency Report of:  
Public Official Appointments  
Continuation Sheet**

**1. Agency Name**

Date Posted: \_\_\_\_\_  
(Month, Day, Year)

**2. Appointments**

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>

**2021 BOARD APPOINTMENTS to COMMITTEES for ACTIVE and AD HOC COMMITTEES ONLY**

*Approved by the Board of Supervisors on 01.12.21 unless noted otherwise*

<b>Board/Committee/Commission</b>	<b>Position(s)</b>	<b>Appointments</b>
Agricultural Resources Advisory Board	1 member 1 alternate	Rick Pucci – member Jennifer Roeser - alternate
Aviation Advisory Committee - Northern	2 members	Rick Pucci – member Dan Tothoroh – member
Aviation Advisory Committee - Southern	2 members	Matt Kingsley – member Jennifer Roeser – member
Behavioral Health Advisory Board	1 member 1 alternate	Dan Tothoroh – member Rick Pucci – alternate
BLM Resource Steering Committee	1 member	Jennifer Roeser – member
California State Association of Counties (CSAC)	1 member 1 alternate	Jeff Griffiths – member Rick Pucci – alternate <b>(Appointments Made by Board Order 10.06.20)</b>
Child Care Planning Council	1 member	Jeff Griffiths – member
Child Support Services Regional Oversight Committee	1 member plus CAO	Jeff Griffiths – member
Children and Families Commission – First 5	1 member 1 alternate <i>(created by Board Order 12-19-17)</i>	Jeff Griffiths – member Jennifer Roeser - alternate
City of Bishop Liaison Committee	2 members plus CAO	Jeff Griffiths – member Rick Pucci – member
County Service Area #2 (Bishop Creek Sewer) Advisory Board	1 member	Dan Tothoroh – member
Eastern Sierra Area Agency on Aging Advisory Council**	1 member (1 alternate pending)	Dan Tothoroh – member Rick Pucci – alternate (pending)
Eastern Sierra Council of Governments (ESCOG)/Eastern Sierra Transit Authority (ESTA)*	2 members <i>(cannot serve simultaneously on LTC)</i>	Dan Tothoroh – member Jeff Griffiths – member
Eastern Sierra InterAgency Visitor Center Board of Directors	1 member 1 alternate <i>(created by Board Order 2-21-17)</i>	Jennifer Roeser – member Dan Tothoroh - alternate
Eastern Sierra Subregional Committee – Sierra Nevada Conservancy	1 member <i>(rotated among Inyo, Mono &amp; Alpine every two years)</i>	Inyo appointee: Jeff Griffiths
Emergency Medical Care Committee	1 member	Jennifer Roeser – member
Foster Care Commission	1 member	Jeff Griffiths – member
Financial Advisory Committee	2 members	Rick Pucci – member Jeff Griffiths – member
Great Basin Unified Air Pollution Control District *	2 members 1 alternate	Matt Kingsley – member Jennifer Roeser – member Dan Tothoroh – alternate
Inyo-Mono Advocates for Community Action	1 member	Jeff Griffiths – member
Indian Gaming Local Community Benefit Committee	2 members	Jennifer Roeser – member Jeff Griffiths – member
Indian Wells Valley Groundwater Authority Board <i>(added by Board Order 07-26-16)</i>	1 member 1 alternate	Matt Kingsley – member John Vallejo – alternate
Integrated Solid Waste Management Task Force	1 member	Dan Tothoroh – member
Integrated Solid Waste Management Hearing Panel	1 member	Dan Tothoroh – member
InterAgency Committee on Owens Valley Land & Wildlife	1 member	Jennifer Roeser – member
Inyo Fish & Wildlife Commission	1 member	Rick Pucci – member
Juvenile Justice Coordinating Committee (2000)	1 member	Jeff Griffiths – member
Law Library Board of Trustees	1 member	Rick Pucci – member
Local Agency Formation Commission (LAFCo)*	2 members 1 alternate	Rick Pucci – member Jeff Griffiths – member Dan Tothoroh – alternate
Local Transportation Commission (LTC)	2 members <i>(cannot serve simultaneously on ESTA Board)</i>	Rick Pucci – member Jennifer Roeser – member Matt Kingsley – alternate
National Association of Counties (NACo)	1 member 1 alternate	Rick Pucci – member Jennifer Roeser – alternate
Owens Valley Groundwater Authority <i>(added 08-01-17)</i>	1 member 1 alternate	Dan Tothoroh – member Jennifer Roeser – alternate
Random Access Network Board (R.A.N.)	1 member	Rick Pucci – member
Rural Counties Representatives of California (RCRC)	1 member 1 alternate <i>(also serve as reps for Golden State Financial Authority Board)</i>	Matt Kingsley – member Rick Pucci – alternate <b>(Appointments Made by Board Order 11.17.20)</b>
Standing Committee	2 members	Matt Kingsley – member Rick Pucci – member
Yucca Mountain Program Representatives	2 members	Matt Kingsley – member Dan Tothoroh - member
Western Counties Alliance Board of Directors	1 member	Jennifer Roeser – member

\*denotes committee assignment requiring filing of Form 806 (reporting of paid appointed positions)

\*\* alternates on hold pending research affirming alternates permitted under statutes, regulations, bylaws, legislation governing respective board or commission



# County of Inyo



## Water Department

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** January 11, 2022

**FROM:** Aaron Steinwand

**SUBJECT:** Inyo County participation in the Owens Valley Groundwater Authority

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**RECOMMENDED ACTION:**

Request Board review the County's continued participation in the Owens Valley Groundwater Authority Joint Powers Agreement.

**SUMMARY/JUSTIFICATION:**

With the OVGA adoption of the Groundwater Sustainability Plan, members are permitted to notify the OVGA that they will withdraw from the JPA pursuant to Section VI 1.1. Notices to withdraw do not require OVGA approval and given that the basin is ranked as low-priority, ceasing participation in the OVGA would take effect on July 1, 2022. The purpose for this agenda item is to review the timeline for withdrawal from the OVGA and to either reaffirm the County's continued commitment to remain a member or direct staff to prepare the notice to withdraw.

The JPA requires a written notice to withdraw be provided three months before the adoption of an annual budget. Normally, the 2021-22 budget would be considered at the regular meeting on April 14, 2022 which places the anticipated deadline to notify the OVGA on January 14, 2022. It is possible to approve the annual budget at a special meeting as late as April 29 to allow for additional time. At the January 6 OVGA meeting, the OVGA will consider an item to provide staff direction to move the meeting date for final approval of the annual budget.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

**APPROVALS:**

Aaron Steinwand  
Darcy Ellis  
Aaron Steinwand  
John Vallejo  
Amy Shepherd

Created/Initiated - 12/29/2021  
Approved - 12/29/2021  
Approved - 12/30/2021  
Approved - 12/30/2021  
Final Approval - 1/3/2022