

# 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 has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, the Board will be conducting its meetings exclusively 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).

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

**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 26, 2021 - 10:00 AM

1. **PLEDGE OF ALLEGIANCE** (Join meeting via Zoom [here](#))
2. **PUBLIC COMMENT**
3. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
4. **COVID-19 STAFF UPDATE**

### DEPARTMENTAL - PERSONNEL ACTIONS

5. **Health & Human Services - Social Services** - Request Board:
  - A) change the authorized strength in the Health & Human Services department as described on the agenda; and
  - B) consistent the adopted Authorized Position Review Policy, find that:
    1. availability of funding for one (1) Program Supervisor exists in the non-General Fund Social Services budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller;
    2. where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment is more

- appropriate to ensure qualified applicants apply;
3. approve the hiring of one (1) Program Supervisor Range 70 (\$4,753 - \$5,781); and
  4. if an internal candidate is hired into the position, authorize HHS to backfill any resulting vacancy.

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

6. **County Administrator - Emergency Services** - Request Board review the proposed Federal Fiscal Year 2020 Emergency Management Performance Grant (EMPG) Program Application and, if deemed acceptable: A) approve the submittal of the Federal Fiscal Year 2020 EMPG Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Board Resolution No. 2021-12;" and B) authorize the Chairperson to sign the resolution and addendum letter.
7. **County Administrator - Emergency Services & Sheriff** - Request Board review the proposed Federal Fiscal Year 2020 Homeland Security Grant (HSGP) Application and, if deemed acceptable: A) approve the submittal of the Federal Fiscal Year 2020 HSGP Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Board Resolution No. 2021-13;" and B) authorize the Chairperson to sign the resolution and the addendum letter.
8. **Health & Human Services - EMCC** - Request Board: A) appoint the following individuals to unexpired two-year terms ending December 31, 2022: Danny Macbroun, representing Southern Inyo Fire Protection District; Peter Spiers, representing Southern Inyo Healthcare District; Carl Bursell, representing Lone Pine Fire Department; Jacinda Thomsen, representing Northern Inyo Healthcare District; Joe Dell, representing Bishop Fire Department; and LeRoy Kritz, member at-large; B) appoint Wendy Derr to a recently vacated member at-large unexpired two-year term expiring December 31, 2021.
9. **Health & Human Services - ESAAA** - Request Board: A) reappoint Roger Rasche, Sandra Lund, and Rachel Lober to unexpired two-year terms on the Eastern Sierra Area Agency on Aging Advisory Council, ending December 11, 2022; and B) appoint Heidi Dougherty to an unexpired two-year term on the Eastern Sierra Area Agency on Aging Advisory Council, ending December 11, 2022. (*Notice of Vacancy resulted in requests for appointment from Mr. Rasche, Ms. Lund, Ms. Lober, and Ms. Dougherty.*)

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

10. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the Contract between the County of Inyo and Emily Faircloth for the provision of evaluation services for the Inyo County Tobacco Education Program, in an amount not to exceed \$60,000, for the period of January 1, 2021, through December 31, 2021, contingent upon the Board's approval of future budgets.

11. **Environmental Health** - Request Board ratify and approve the contract between the County of Inyo and the California Association of Environmental Health Administrators for the term ending June 30, 2021 in amount not to exceed \$80,000, contingent upon appropriate signatures, and authorize the Chairperson to sign.

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

12. ***PUBLIC COMMENT***

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

13. **Auditor-Controller** - An actual count of money in the hands of the Treasurer on January 13, 2021.
14. **Public Works** - Agenda for Southern Inyo Airport Advisory Committee meeting scheduled for 7 a.m. Wednesday, January 27, 2021 via Zoom.
15. **California Fish and Game Commission** - Notice of proposed regulatory action relative to Section 502, Title 14, California Code of Regulations, relating to Waterfowl hunting season 2021-2022.
16. **Department of Alcoholic Beverage Control** - Application for person-to-person transfer of Off-Sale Beer and Wine License from Inyopartners LLC to Bishop Creek Chevron, Inc.



# County of Inyo



## Health & Human Services - Social Services

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** January 26, 2021

**FROM:** Rhiannon Baker

**SUBJECT:** Request to hire a Program Supervisor in the Aging and Social Services Division.

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**RECOMMENDED ACTION:**

Request Board:

A) change the authorized strength in the Health & Human Services department by deleting one Human Services Supervisor at Range 70 (\$4,753 - \$5,781) and adding one Program Supervisor (State Merit System title) at Range 70 (\$4,753 - \$5,781); and

B) consistent the adopted Authorized Position Review Policy, find that:

1. availability of funding for one (1) Program Supervisor exists in the non-General Fund Social Services budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller;
2. where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment is more appropriate to ensure qualified applicants apply;
3. approve the hiring of one (1) Program Supervisor Range 70 (\$4,753 - \$5,781); and
4. if an internal candidate is hired into the position, authorize HHS to backfill any resulting vacancy.

**SUMMARY/JUSTIFICATION:**

The Human Services Supervisor position in the Aging and Social Services Division, Child Welfare Program was vacated as a result of an employee's resignation. The Department is requesting that the position title be changed from Human Services Supervisor to the State Merit Systems title of Program Supervisor which will better align the job duties and minimum qualifications of the position with its title, as it is a State Merit Systems position. The Program Supervisor is responsible for providing supervisory oversight to support staff in the Child Welfare Program. The Program Supervisor oversees the support activities across the division including, but not limited to, entry of case notes and case management activities in the respective state automated case management systems; coordinating client transportation, visitation monitoring, client drug screenings and other case-related activities for Child Protective Services and providing back up support and assistance to the Adult Protective Services program, as well as, providing technical support to staff in regards to the data management systems.

The Department is respectfully requesting your Board authorize the deleting of one Human Services Supervisor and adding one Program Supervisor and hiring a full-time Program Supervisor in the Aging and Social Services Division.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to fill the position, which would result in the HHS Adult and Child Program Manager assuming the supervisory functions.

**OTHER AGENCY INVOLVEMENT:**

California Department of Social Services.

**FINANCING:**

State, Federal, and Social Services Realignment funds. This position is currently budgeted 100% in the Social Services Budget (055800) in the Salary and Benefits object codes. No County General Funds.

**ATTACHMENTS:**

**APPROVALS:**

Rhiannon Baker	Created/Initiated - 12/31/2020
Darcy Ellis	Approved - 1/5/2021
Melissa Best-Baker	Approved - 1/5/2021
Marilyn Mann	Approved - 1/19/2021
Denelle Carrington	Approved - 1/20/2021
Sue Dishion	Approved - 1/21/2021
Amy Shepherd	Approved - 1/21/2021
Marilyn Mann	Final Approval - 1/21/2021



# County of Inyo



## County Administrator - Emergency Services

### CONSENT - ACTION REQUIRED

**MEETING:** January 26, 2021

**FROM:** Kelley Williams

**SUBJECT:** Proposed Fiscal Year 2020 Emergency Management Performance Grant (EMPG) Program Application and Resolution No. 2021-12

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**RECOMMENDED ACTION:**

Request Board review the proposed Federal Fiscal Year 2020 Emergency Management Performance Grant (EMPG) Program Application and, if deemed acceptable: A) approve the submittal of the Federal Fiscal Year 2020 EMPG Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Board Resolution No. 2021-12;" and B) authorize the Chairperson to sign the resolution and addendum letter.

**SUMMARY/JUSTIFICATION:**

This application coming before your Board today for consideration is to apply for funding through the Emergency Management Performance Grant (EMPG) Program for Fiscal Year 2020. This is federal Department of Homeland Security (DHS) funding administered through the California Governor's Office of Emergency Services (CalOES). Inyo County is eligible to apply for and receive \$128,741 in grant funds.

Although this grant is for F/Y 2020, the grant application and State Supplemental Guidance for the grant was not released until January 6, 2021.

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

The FY 2020 EMPG provides federal funds to assist emergency management advance individual and jurisdictional preparedness and resilience.

In FY 17/18, the County undertook an extensive Statewide recruitment to fill a new Emergency Services Manager (ESM) position. Each year, a portion of the EMPG Program funds are budgeted to support the costs associated with the dedicated ESM position. The ESM position was created to revitalize and further the County's emergency services training and response capabilities. Filling the ESM position has helped fulfill the demands of managing the County's emergency services needs, both locally and internally.

It has been recognized with the increased frequency in which natural disasters have occurred in Inyo County in recent years, to and including response during the ongoing COVID-19 pandemic event, the

importance and need for the County to have a dedicated staff person that can work closely with it's regional CalOES emergency management representatives as well as with local partnering agencies.

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

In addition to managing the 2019 EMPG and 2020 EMPG grants, the ESM is also the project manager for the 2020 EMPG-COVID-19 Supplemental Grant, the 2019 CalOES Public Safety Power Shutoff Resiliency Allocation and 2020 Community Power Resiliency Allocation. The ESM is also the fiscal manager for the 2018, 2019 and 2020 Homeland Security Grants.

The ESM coordinates emergency management trainings and exercises for the County's workforce, collaborating closely with CalOES and the California Specialized Training Institute (CSTI). Frequent communication with CalOES/CSTI opens the door for Inyo to leverage free training opportunities for the Operational Area (OA). Many times, Inyo also includes Mono OA in these training opportunities.

The ESM is also responsible for special projects, such as the update of the Inyo County Emergency Operations Plan; coordinating with communities to assist with reestablishing their local fire safe councils; coordinating with Southern California Edison (SCE) on mitigation and preparedness activities in preparation for Public Safety Power Shutoff (PSPS) de-energization events; and, collaborating with the SCE Incident Management Team (IMT) before, during and after all PSPS potential de-energization events.

Any remaining 2020 EMPG funds will be used to support continued training and exercise activities and, if needed, any additional identified consultant support to complete the update of the Emergency Operations Plan and accompanying Functional Annexes.

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

Your Board annually supports and approves the grant application for Emergency Management Performance Grant funds. By continuing to approve the EMPG grant, it shows the Boards commitment and support towards preparedness activities throughout the "whole community".

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

Your Board could choose not to apply for the 2020 EMPG Program funding. However, this is not recommended. Demands for County emergency services preparation, response, recovery, training and the continuance of the update of County Emergency Operations Plan and accompanying Annexes, would exceed the capacity of current County resources. As a result, the County's effectiveness in day-to-day operations as well as emergency preparedness and response, is diminished.

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

Funding for this grant is provided and administered by the State of California's Office of Emergency Services (CalOES).

#### **FINANCING:**

The 2020 EMPG grant application is for \$128,741 and requires a dollar-for-dollar match that has been included in Fiscal Year 2020-2021 CAO Recommended Budget - EMPG 20-21 Budget #623820 and the Disaster Services Budget #023700. The Performance Period for the 2020 EMPG Grant is July 1, 2020 - June 30, 2022.

#### **ATTACHMENTS:**

1. Governing Board Resolution 2020 EMPG
2. Addendum Inyo Letter 2020

**APPROVALS:**

Kelley Williams

Darcy Ellis

Kelley Williams

Marshall Rudolph

Sue Dishion

Amy Shepherd

Clint Quilter

Created/Initiated - 1/11/2021

Approved - 1/19/2021

Approved - 1/19/2021

Approved - 1/19/2021

Approved - 1/20/2021

Approved - 1/21/2021

Final Approval - 1/21/2021



**Governing Body Resolution**  
**RESOLUTION 2021-XX**

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

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

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

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

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

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

**2020 Emergency Management Performance Grant**

Passed and approved this \_\_\_\_\_ **26th** \_\_\_\_\_ day of \_\_\_\_\_ **January** \_\_\_\_\_, **20 21** \_\_\_\_\_

***Certification***

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

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

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

\_\_\_\_\_  
**26<sup>th</sup>** \_\_\_\_\_ day of \_\_\_\_\_ **January** \_\_\_\_\_, **20 21** \_\_\_\_\_

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

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

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



## BOARD OF SUPERVISORS COUNTY OF INYO

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



January 26, 2021

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

On November 26, 2021, the Inyo County Board of Supervisors resolved that the County Administrative Officer/Director of Emergency Services was authorized to execute for and on behalf of the County of Inyo any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and subawarded through the State of California.

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

Clint Quilter  
County of Inyo Administrative Officer  
Director of Emergency Services  
224 N. Edwards Street  
P.O. Drawer N (use as mailing address)  
Independence, CA 93526  
[cquilter@inyocounty.us](mailto:cquilter@inyocounty.us)  
(760) 878-0292-phone  
(760) 878-0465-FAX

Sincerely,

Jeff Griffiths  
Chairperson, Board of Supervisors



# County of Inyo



## County Administrator - Emergency Services & Sheriff

### CONSENT - ACTION REQUIRED

**MEETING:** January 26, 2021

**FROM:** Kelley Williams

**SUBJECT:** Proposed Fiscal Year 2020 Homeland Security Grant Program (HSGP) Application and Resolution No. 2021-13

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**RECOMMENDED ACTION:**

Request Board review the proposed Federal Fiscal Year 2020 Homeland Security Grant (HSGP) Application and, if deemed acceptable: A) approve the submittal of the Federal Fiscal Year 2020 HSGP Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Board Resolution No. 2021-13;" and B) authorize the Chairperson to sign the resolution and the addendum letter.

**SUMMARY/JUSTIFICATION:**

The Department of Homeland Security is offering the FY2020 Homeland Security Grant Program (HSGP), to provide funding to build and sustain planning capabilities in support of the National Preparedness Goal and National Priorities. If awarded, these monies would be used to purchase equipment and provide training to strengthen the County's catastrophic planning capabilities.

In late 2005, the federal government resolved to streamline efforts for States and Urban Areas in obtaining resources that are critical to building and sustaining capabilities to achieve the Interim National Preparedness Goal and implement State and Urban Area Homeland Security Strategies. As a result, the Department of Homeland Security adopted a risk- and need-based approach to allocating future funding for certain programs within HSGP. Their aim is to allocate and apply these resources to generate the highest return on investment and, as a result, strengthen national preparedness in the most effective and efficient manner.

The State has informed each operational area of the amount that is available in grant monies; Inyo County has a potential allocation of \$94,074. The HSGP does not require a cash or in-kind match from the applicant. However, a requirement of the application process is for the governing body, the Board of Supervisors, to adopt a Resolution in support of applying for Homeland Security Grant monies.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to authorize the submittal of the 2020 Homeland Security Grant Program application, but this alternative is not recommended. Receiving these grant funds annually is important to support the County's ability to build, sustain and deliver core capabilities that are necessary for maintaining a safe and resilient community. If the County does not apply for the 2020 HSGP, an alternative source of funding will need to be identified to sustain the County's current recurring emergency service projects.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The 2020 HSGP grant application is for \$94,074 and requires no cost share or match. Upon State approval, Budget #623720 will be created. The Performance Period is September 1, 2020-May 31, 2023

**ATTACHMENTS:**

1. FY 2020 HSGP Governing Body Resolution
2. Addendum Inyo Letter 2020
3. 2020 HSGP Face Sheet

**APPROVALS:**

Kelley Williams	Created/Initiated - 1/20/2021
Darcy Ellis	Approved - 1/20/2021
Marshall Rudolph	Approved - 1/21/2021
Sue Dishion	Approved - 1/21/2021
Amy Shepherd	Approved - 1/21/2021
Jeffrey Hollowell	Approved - 1/21/2021
Clint Quilter	Final Approval - 1/21/2021

**Governing Body Resolution**  
**RESOLUTION 2021-XX**

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

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

\_\_\_\_\_, OR  
County Administrative Officer  
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\_\_\_\_\_, OR  
Director of Emergency Services  
(Name or Title of Authorized Agent)

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

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

**2020 Homeland Security Grant Program**

Passed and approved this \_\_\_\_\_ 26<sup>th</sup> \_\_\_\_\_ day of \_\_\_\_\_ January \_\_\_\_\_, 20 21 \_\_\_\_\_

***Certification***

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

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

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

\_\_\_\_\_ 26<sup>th</sup> \_\_\_\_\_ day of \_\_\_\_\_ January \_\_\_\_\_, 20 21 \_\_\_\_\_

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

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

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



## BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373  
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January 26, 2021

California Office of Emergency Services  
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3650 Schriever Avenue  
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Clint Quilter  
County of Inyo Administrative Officer  
Director of Emergency Services  
224 N. Edwards Street  
P.O. Drawer N (use as mailing address)  
Independence, CA 93526  
[cquilter@inyocounty.us](mailto:cquilter@inyocounty.us)  
(760) 878-0292-phone  
(760) 878-0465-FAX

Sincerely,

Jeff Griffiths  
Chairperson, Board of Supervisors

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

(Cal OES Use Only)

Cal OES #		FIPS #		VS#		Subaward #	
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**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
GRANT SUBAWARD FACE SHEET**

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

- 1. **Subrecipient:** County of Inyo **1a. DUNS#:** 010706687
- 2. **Implementing Agency:** Inyo County Sheriff's Office **2a. DUNS#:** 010706687
- 3. **Implementing Agency Address:** PO Box S Independence 93526-0613  
(Street) (City) (Zip+4)
- 4. **Location of Project:** Independence Inyo 93526-0613  
(City) (County) (Zip+4)
- 5. **Disaster/Program Title:** Homeland Security Program **6. Performance Period:** 09/01/2020 to 05/31/2023  
(Start Date) (End Date)
- 7. **Indirect Cost Rate:** N/A **Federally Approved ICR (if applicable):** \_\_\_\_\_ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	Select	Select		\$94,074				\$0	\$94,074
9.	Select	Select						\$0	\$0
10.	Select	Select						\$0	\$0
11.	Select	Select						\$0	\$0
12.	Select	Select						\$0	\$0
<b>Total</b>	<b>Project</b>	<b>Cost</b>	\$0	\$94,074		\$94,074	\$0	\$0	\$0

**13. Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

**14. CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

**15. Official Authorized to Sign for Subrecipient:**

Name: Clint Quilter Title: CAO-Director of Emergency Services  
 Payment Mailing Address: PO Drawer N City: Independence Zip Code+4: 93526-0613  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**16. Federal Employer ID Number:** 95-6005445

**(FOR Cal OES USE ONLY)**

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

\_\_\_\_\_  
(Cal OES Fiscal Officer) (Date) (Cal OES Director or Designee) (Date)



# County of Inyo



## Health & Human Services - EMCC

### CONSENT - ACTION REQUIRED

**MEETING:** January 26, 2021

**FROM:** Rhiannon Baker

**SUBJECT:** Appointments to the Emergency Medical Care Committee (EMCC)

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#### RECOMMENDED ACTION:

Request Board: A) appoint the following individuals to unexpired two-year terms ending December 31, 2022: Danny Macbrohn, representing Southern Inyo Fire Protection District; Peter Spiers, representing Southern Inyo Healthcare District; Carl Bursell, representing Lone Pine Fire Department; Jacinda Thomsen, representing Northern Inyo Healthcare District; Joe Dell, representing Bishop Fire Department; and LeRoy Kritz, member at-large; B) appoint Wendy Derr to a recently vacated member at-large unexpired two-year term expiring December 31, 2021.

#### SUMMARY/JUSTIFICATION:

The Emergency Medical Care Committee (EMCC) was established to review and report on ambulance service operations, the available emergency medical care, and the first-aid practices in Inyo County. EMCC is comprised of 13 members: 10 are designated by the member agencies and three at-large members. According to the EMCC by-laws, representatives from the member agencies are required to submit notification of their desire to represent the agency and your Board makes the final appointment.

Currently, EMCC has six (6) memberships that expired December 31, 2020 and one (1) existing vacancy for term expiring December 31, 2021. The Department has received letters of interest or email confirmations from each of the seven agencies as follows:

AGENCY NAME	REPRESENTATIVE NAME	EXPIRATION DATE
Southern Inyo Fire Protection District	Danny Macbrohn	12/31/2022
Southern Inyo Healthcare District	Peter Spiers	12/31/2022
Lone Pine Fire Department	Carl Bursell	12/31/2022
Northern Inyo Healthcare District	Jacinda Thomas	12/31/2022
Bishop Fire Department	Joe Dell	12/31/2022
Member At-Large / Lone Pine Fire Department	LeRoy Kritz	12/31/2022
Member At-Large / Northern Inyo Healthcare District	Wendy Derr	12/31/2021



The Department respectfully submits the list of names for your Board's consideration along with their letters of interest.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

NA

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not make these appointments, which would leave continued vacancies on the committee.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

There is no funding involved with this request.

**ATTACHMENTS:**

1. BFD Membership
2. NIHD Membership
3. LPFD Membership
4. SIHD Membership'
5. SIFPD Membership
6. Wendy D Appointment
7. Le Roy Kritz - EMCC 2020
8. EMCC - Notice of Vacancy

**APPROVALS:**

Rhiannon Baker  
Darcy Ellis  
Marilyn Mann

Created/Initiated - 1/14/2021  
Approved - 1/19/2021  
Final Approval - 1/20/2021

---

**From:** Joe Dell <JDell@CityofBishop.com>  
**Sent:** Monday, October 26, 2020 9:58 AM  
**To:** Rhiannon Baker  
**Subject:** RE: Expiring EMCC Membership

**CAUTION:** This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Hello-

Thanks for reaching out. Chief Joe Dell will continue to represent the Bishop Fire Department and City of Bishop for the Inyo County EMCC.

Thanks,

*Joe Dell*

Fire Chief  
Bishop Fire Department  
(760) 873-5485  
[jdell@cityofbishop.com](mailto:jdell@cityofbishop.com)

---

**CAUTION:** This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

**From:** Jacinda Thomsen  
**Sent:** Thursday, November 5, 2020 9:39 AM  
**To:** 'Rhiannon Baker' <rbaker@inyocounty.us>  
**Subject:** RE: EMCC

I Jacinda Thomsen am taking over as the PLN for Northern Inyo Hospital. I am replacing Andrew Stevens. Please let me know if you need further info.

---

Jacinda Thomsen, RN, BSN  
Emergency Department RN and Clinical Staff Educator  
Northern Inyo Hospital  
Bishop, CA

---

**From:** carl bursell <carl\_bursell2000@yahoo.com>  
**Sent:** Thursday, October 15, 2020 7:39 AM  
**To:** Rhiannon Baker  
**Subject:** Re: Expiring EMCC Membership

**CAUTION:** This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Good morning, I am responding in regards to the designated individual representative for EMCC. I Carl Bursell (Fire Chief) will continue to be the representative for Lone Pine Fire Department on the EMCC committee, thanks.

Thank you,  
Carl Bursell (LPPFD)

[Sent from Yahoo Mail for iPhone](#)



---

**From:** Maritza Perkins <mperkins@sihd.org>  
**Sent:** Monday, November 2, 2020 8:16 AM  
**To:** Rhiannon Baker  
**Cc:** Peter Spiers  
**Subject:** RE: Expiring EMCC Membership

**CAUTION:** This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Good morning Rhiannon,

Peter Spiers, CEO ([pspiers@sihd.org](mailto:pspiers@sihd.org)) will continue to be the designated individual for SIHD.

Best Regards,

*Maritza "Ritz" Perkins*  
*Executive Assistant*  
760-876-2210



This e-mail message and any documents attached to it are confidential and may contain information that is protected from disclosure by various federal and state laws, including the HIPAA privacy rule (45 C.F.R., Part 164). This information is intended to be used solely by the entity or individual to whom this message is addressed. If you are not the intended recipient, be advised that any use, dissemination, forwarding, printing, or copying of this message without the sender's written permission is strictly prohibited and may be unlawful. Accordingly, if you have received this message in error, please notify the sender immediately by return e-mail and then delete this message.

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**From:** Southern Inyo Fire PD <sifpd@yahoo.com>  
**Sent:** Thursday, October 15, 2020 9:35 AM  
**To:** Rhiannon Baker  
**Subject:** Re: Expiring EMCC Membership

**CAUTION:** This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Hello I'm Danny Macbrohn the new Fire Chief for SIFPD and will be the new designee for the EMCC.  
Thank You Danny

**Southern Inyo Fire Protection District**  
*Working together to keep the heart of the Mojave safe!*

**PO Box 51 · Tecopa, CA · 92389**  
Phone/Fax: (760).852.4130  
Email: [sifpd@yahoo.com](mailto:sifpd@yahoo.com)




---

**From:** Wendy Derr <Wendy.Derr@nih.org>  
**Sent:** Monday, December 14, 2020 1:17 PM  
**To:** Rhiannon Baker  
**Subject:** EMCC- Request for appointment

**CAUTION:** This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Hello Rhiannon,

I am writing to request appointment for the EMCC at-large vacancy. Please advise if you need anything further from me. Thank you for your time.

Wendy Derr RN  
ED Assistant Manager  
Northern Inyo Healthcare District | 150 Pioneer Lane  Bishop, CA 93514  
760-920-7839

**CONFIDENTIALITY NOTICE:** This electronic message is intended for the use of the named recipient and may contain confidential and/or privileged information. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the contents of this message is strictly prohibited. If you have received this message in error or are not the named recipient, please notify us immediately by contacting the sender at the electronic mail address noted above with a copy to [Compliance@NIH.org](mailto:Compliance@NIH.org) and destroy this message

Inyo County Board of Supervisors  
PO Drawer N  
Independence, CA 93526

Members of the Board

My name is Le Roy Kritz. I would like to be re-appointed to the EMCC as the member at Large.

I am the current member at large and have been a member for many years as the retired Fire Chief of the Lone Pine Fire Department.

I appreciate your consideration.

  
Le Roy Kritz  
650 Alabama Drive  
Lone Pine, CA 93545

RECEIVED  
2020 NOV 12 PM 1:52  
INYO COUNTY  
ADMINISTRATIVE  
OFFICE

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,  
COUNTY OF INYO

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

## County of Inyo

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

**December 3<sup>rd</sup>,**  
In the year of **2020**

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

Dated at Bishop, California, on this  
**3<sup>rd</sup> Day of December, 2020**



Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2020 DEC 18 AM 8:29

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## Proof of Publication of Public Notice

### NOTICE OF VACANCY Emergency Medical Care Committee

**NOTICE IS HEREBY GIVEN** that the Inyo County Board of Supervisors is accepting applications to fill one (1) member-at-large vacancy on the Emergency Medical Care Committee, with a term ending December 31, 2021. The Committee is comprised of pre-hospital medical care providers and members-at-large who are interested in how emergency medical services are provided in our communities and are willing to help improve the training, support and quality of those services.

If you are interested in serving on the Emergency Medical Care Committee as a member-at-large, please submit your request for appointment on or before Monday, December 14, 2020 at 5:00 p.m. to the Board of Supervisors at P.O. Box N, Independence, CA 93526 or [dellis@inyocounty.us](mailto:dellis@inyocounty.us). For more information, call (760) 873-3305  
(IR 12.03.2020 #20422)



# County of Inyo



## Health & Human Services - ESAAA

### CONSENT - ACTION REQUIRED

**MEETING:** January 26, 2021

**FROM:** Rhiannon Baker

**SUBJECT:** Appointment of ESAAA Advisory Council Members

**RECOMMENDED ACTION:**

Request Board: A) reappoint Roger Rasche, Sandra Lund, and Rachel Lober to unexpired two-year terms on the Eastern Sierra Area Agency on Aging Advisory Council, ending December 11, 2022; and B) appoint Heidi Dougherty to an unexpired two-year term on the Eastern Sierra Area Agency on Aging Advisory Council, ending December 11, 2022. *(Notice of Vacancy resulted in requests for appointment from Mr. Rasche, Ms. Lund, Ms. Lober, and Ms. Dougherty.)*

**SUMMARY/JUSTIFICATION:**

An Area Agency on Aging (AAA) is required by statute to have an Advisory Council. The purpose of such Advisory Council, pursuant to Section 9402 of the Older Californians Act, is to be "a principal advocate body on behalf of older individuals within a planning and service area," and "shall provide advice and consultation on issues affecting the provision of services provided locally to older individuals." Your Board adopted By-laws in October 2012 for the new ESAAA Advisory Council with a membership of nine (9), including one Board of Supervisors member, appointed annually. In December 2020 four (4) current member terms expired, combined with a pre-existing vacancy resulted in five (5) vacancies. A recent recruitment resulted in the applications of Roger Rasche, Sandra Lund and Rachel Lober requesting re-appointment as well as a request for appointment by Heidi Dougherty, who meets the eligibility requirements for membership.

The following is a list of the applicants with an identification of the membership category that they fill:

Name	60 or Over	Low Income	Disabled	Supportive Services Provider	Health Care Provider	Family Caregiver	Private/Voluntary Leadership	Other
Roger Rasche	x	x	x					
Sandra Lund	x						x	
Rachel Lober	x						x	
Heidi Dougherty	x				x		x	

The department respectfully requests your Board reappoint Roger Rasche, Sandra Lund and Rachel Lober; and appoint Heidi Dougherty to the ESAAA Advisory Council.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

NA

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your board could choose not to fill the vacant seats with the existing applicants, resulting in five vacancies remaining unfilled.

**OTHER AGENCY INVOLVEMENT:**

California Department of Aging

**FINANCING:**

There is no funding involved in this request.

**ATTACHMENTS:**

1. Heidi D Appointment
2. Roger R Reappointment
3. Rachel L Reappointment
4. Sandra L Reappointment
5. ESAAA - Notice of Vacancy

**APPROVALS:**

Rhiannon Baker  
Darcy Ellis  
Marilyn Mann

Created/Initiated - 1/13/2021  
Approved - 1/19/2021  
Final Approval - 1/19/2021

**LETTER OF INTEREST**  
IN SERVING AS A MEMBER OF THE  
**EASTERN SIERRA AREA AGENCY ON AGING (ESAAA) ADVISORY COUNCIL**

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*The ESAAA Advisory Council shall be comprised of nine (9) total members from the service area of Inyo and Mono Counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may not be employed by an entity currently in a subcontracting relationship with ESAAA.*

---

Name: Heidi Dougherty Address: 251 Arcturis Circle Bishop CA  
92514

Home Telephone: 760-873-9171 Mobile Telephone:

E-

mail: hdougherty@sierragem.com

Date: 12/13/2020

*The following information will be used to ensure compliance with the requirements of the Older Americans Act, the California Code of Regulations and the California Department of Aging.*

Age: 60 or over  Under 60

**Ethnicity (Please check only one):**

African American     American Indian or Alaska Native     Asian  
 Caucasian/White     Hispanic or Latino     Multiracial  
 Native Hawaiian or Pacific Islander     Other: \_\_\_\_\_

**Targeting efforts shall be made to ensure membership includes individuals from the following categories**

**(Please check all that apply):**

Low income older adults  
 Disabled persons  
 Supportive services provider  
 Health care provider (retired)  
 Family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such as legal custody, guardianship or raising the child informally.  
 Individuals with leadership expertise in private/voluntary sectors  
 Other: \_\_\_\_\_

**Please provide a brief statement expressing your interest in serving as an Advisory Council member:**

As a retired RN with experience as a hospital director in medical and psychiatric units the mental and physical health of the elderly is my priority. It would be an honor to serve on the Council to promote the well being of the elderly in the Eastern Sierra.

---

Please return completed form to: Eastern Sierra Area Agency on Aging  
163 May Street  
Bishop, CA 93514  
Phone: (760) 873-3305 Fax: (760) 873-6505

<b>Please sign here: Heidi Dougherty</b>

Monday November 16, 2020

I, Roger Rasche, wish to maintain my seat on the ESAAA Advisory Council for another two year appointment.

A handwritten signature in black ink that reads "Roger Rasche". The signature is written in a cursive style with a large, prominent 'R' at the beginning.

Roger Rasche



---

**From:** Rachel Lober [<mailto:rachel26@suddenlink.net>]

**Sent:** Sunday, November 1, 2020 3:33 PM

**To:** Rhiannon Baker

**Subject:** RE: ESAAA Advisory Council Expiring Seat

**CAUTION:** This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

iHi Rhiannon,

Yes, I wish to continue my membership in the ESAAA Advisory Council. I have discovered that I learn information that does not get filtered down the our Board of Directors at the Senior Center,

This membership is important to the senior participants in the Center. Thank you for emailing me and calling. Rachel Lober [rachel26@suddenlink.net](mailto:rachel26@suddenlink.net)

---

**From:** Sandra Lund [<mailto:slund@cebridge.net>]  
**Sent:** Thursday, November 12, 2020 10:23 AM  
**To:** Rhiannon Baker  
**Subject:** Re: ESAAA Advisory Council Expiring Seat

**CAUTION:** This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

I Sandra Lund would like to hold my seat on the ESAAA advisor Council. My hope is to represent the Seniors in Big Pine. Thank you for calling to remind.

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,  
COUNTY OF INYO

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


## County of Inyo

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

**December 5<sup>th</sup>,**  
In the year of **2020**

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

Dated at Bishop, California, on this  
**7<sup>th</sup> Day of December, 2020**

  
\_\_\_\_\_  
Signature

This space is for County Clerk's Filing Stamp

RECEIVED  
2020 DEC 18 AM 9:26  
INYO COUNTY CLERK  
ADVISORY COUNCIL

## Proof of Publication of Public Notice

**NOTICE OF VACANCY  
Eastern Sierra Area Agency  
on Aging Advisory Council  
NOTICE IS HEREBY GIVEN** that the Inyo County Board of Supervisors is accepting applications to fill four (4) vacancies on the Eastern Sierra Area Agency on Aging Advisory Council with three of the terms ending December 11, 2022 and one of the terms ending December 11, 2021.

The Advisory Council shall be comprised of nine (9) total members from across the two-county region of Inyo and Mono counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may *not* be employed by an entity currently in a subcontracting relationship with ESAAA. Targeting efforts shall be made to ensure membership includes individuals from the following categories:  
o low income older adults;  
o disabled persons;  
o supportive services provider;  
o health care provider;  
o individuals with leadership expertise in private/voluntary sectors; and  
o family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such legal custody, guardianship or raising the child informally.

If you are interested in serving on the Eastern Sierra Area Agency on Aging Advisory Council, have interest in the welfare of the region's seniors,

meet the criteria and/or qualify for one of the categories, please submit your request for appointment on or before Monday, December 14, 2020 at 5:00 p.m. to the Board of Supervisors at P.O. Box N, Independence, CA 93526 or dellis@inyocounty.us. For more information about the Advisory Council, contact the ESAAA Administration at (760) 873-3305. (IR 12.05.2020 #20427)



# County of Inyo



## Health & Human Services - Health/Prevention

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 26, 2021

**FROM:** Marilyn Mann

**SUBJECT:** Approval and Ratification of Contract for the provision of Evaluation Services for the Inyo County Tobacco Education Program

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#### RECOMMENDED ACTION:

Request Board ratify and approve the Contract between the County of Inyo and Emily Faircloth for the provision of evaluation services for the Inyo County Tobacco Education Program, in an amount not to exceed \$60,000, for the period of January 1, 2021, through December 31, 2021, contingent upon the Board's approval of future budgets.

#### SUMMARY/JUSTIFICATION:

The California Tobacco Control Program (CTCP) has been in existence since 1989. The goal of CTCP is to change the social norms surrounding tobacco use in order to make tobacco less desirable, less acceptable, and less accessible. CTCP focuses on policy, system, and environmental change rather than individual behavior change as a way to use funds most effectively and efficiently for the greatest impact on society.

Ratification of this contract is requested retroactive to January 1, 2021 as draft contract was pending administrative approval, including assuring that contractor had appropriate liability insurance coverage.

The current contract's Scope of Work objectives include both intervention and evaluation activities to support adult and youth coalitions, a retail objective that focuses on limiting tobacco promoting influences and includes a required legislated policy (for example, establishing a minimum package or volume size for tobacco products), and a second policy objective focused on reducing exposure to secondhand smoke (for example, a policy that restricts smoking in entryways). The Scope of Work for the County also includes an optional cessation objective that will allow us to promote cessation materials and provide training and coordination with partner agencies.

Prop 99, Prop 56, and the enabling legislation for CDPH/CTCP, mandate the funds appropriated by CDPH for these activities be used to prevent and reduce tobacco use. The proposed staffing pattern, quantity, and reach of activities in the 2017-2021 LLA Comprehensive Tobacco Control Plan must be commensurate with the funding allocated to the LLA and used for the intended purposes of the funding sources. The current contract requires the staffing of an External Evaluator at a minimum 10% FTE. This position is responsible for implementing activities such as development of data collection instruments, data collection training and protocols, sampling methodology, data analysis, and report writing. Duties may also include assisting with data translation and dissemination.

The position of External Evaluator is funded exclusively by the Tobacco Education Program according to the budget approved by the California Department of Public Health.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Board could choose to not ratify and approve this agreement, which would disallow Inyo County from fulfilling external evaluation activities that are mandated for the current scope of work (Contract CTCP-17-14) and funding requirements and would make Inyo County noncompliant with Tobacco Control program requirements.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Superior Court, Inyo County Superintendent of Schools, Inyo County Wellness Center, Toiyabe Indian Health Project, Owens Valley Career Development Center, Bishop Union High School, and Lone Pine High School

**FINANCING:**

State and Federal funding. This contract will be paid out of the Tobacco budget (640317) Professional Services (5265). No County General Funds.

**ATTACHMENTS:**

1. Emily Faircloth Contract
2. Insurance Specifications

**APPROVALS:**

Eryn Clark	Created/Initiated - 1/12/2021
Darcy Ellis	Approved - 1/19/2021
Melissa Best-Baker	Approved - 1/20/2021
Marilyn Mann	Approved - 1/20/2021
Marshall Rudolph	Approved - 1/21/2021
Amy Shepherd	Approved - 1/21/2021
Marilyn Mann	Final Approval - 1/21/2021

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the \_\_\_\_\_ services of \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

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

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

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

F. Federal and State taxes.

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

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

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

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

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

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

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

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

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

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

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

## **7. COUNTY PROPERTY.**

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

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

## **8. INSURANCE.**

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

## **9. STATUS OF CONTRACTOR.**

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

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

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

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



**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

County of Inyo  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Department  
Address  
City and State

Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Name  
Address  
City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**

**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

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

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

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

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

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

APPROVED AS TO FORM AND LEGALITY:

County Counsel

\_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

Under the direction of the County's Project Director and Internal Evaluation Coordinator, the External Evaluation (EE) Contractor will provide services for planning evaluation activities, evaluation study design, implementing activities such as development of data collection instructions and data sheets, data collection training and protocols, sampling methodology, data analysis, report writing, and outcome evaluation. The EE assists with and reviews case studies and other evaluation data collection and reporting, including development of final evaluation and brief evaluation reports. EE will also assist in data collection activities where these are feasible from a remote worksite.

The following evaluation activities from our four objectives provide an overview of the tasks to be completed by the EE:

#### Objective 1 – Minimum Package/Volume Size

- Review current evaluation plan design, and provide input on evaluation methods.
- Develop or adapt a focus group guide and conduct 2 focus groups with parents and youth, separately, to assess the appropriateness of educational materials. Prepare a brief report summarizing findings.
- Complete a media activity record to evaluate media pieces' effectiveness at delivering/disseminating the message and to gauge the level of public support for HSHC campaign strategies.
- Maintain a public policy record to document policymaker support/opposition, key issues raised by policymakers and county staff, and other insights from public policy meetings.
- Develop or adapt key informant interview questionnaires and conduct 5-20 key informant interviews pre/post-campaign. Prepare a brief report summarizing findings.
- Develop and administer a Community Readiness Survey to 25-30 tobacco retailers pre/post-campaign using an online format to assess attitudes regarding a minimum packaging policy. Prepare a brief report summarizing findings.

#### Objective 2 – Smoke-free Entryways

- Review current evaluation plan design, and provide input on evaluation methods.
- Develop or adapt a pre/post-test and analyze results of pre/post-tests administered to participants in data collection training. Prepare a brief report summarizing findings.
- Develop or adapt a focus group guide and conduct 2 focus groups with parents and youth, separately, to assess the appropriateness of educational materials. Prepare a brief report summarizing findings.
- Complete a media activity record to evaluate media pieces' effectiveness at delivering/disseminating the message and to gauge the level of public support for smoke-free outdoor policies.
- Maintain a public policy record to document policymaker support/opposition, key issues raised by policymakers and city staff, and other insights from public policy meetings.

- Develop and conduct a public opinion poll with 150 respondents to collect data about community knowledge, attitudes, and perceptions regarding secondhand smoke, including electronic smoking device aerosol and marijuana smoke. Use descriptive statistics to evaluate the public opinion poll. Prepare a brief report summarizing findings.
- Develop or adapt a Community Readiness Survey and work with youth and volunteers to administer survey to 25-50 businesses pre/post-campaign using an in-person format to assess attitudes regarding a smoke-free entryways policy. Prepare a brief report summarizing findings.

### Objective 3 – Youth and Adult Engagement

- Review current evaluation plan design, and provide input on evaluation methods.
- Develop and collect coalition satisfaction surveys, from youth and adults, once per fiscal year assessing member diversity, functioning, and satisfaction.
- Develop or adapt a pre/post-test and analyze results of pre/post-tests administered to participants in coalition training. Prepare a brief report summarizing findings.
- Develop or adapt a focus group guide and conduct 2-3 focus groups with youth coalition members once per fiscal year to gather feedback on youth coalition meetings, activities, and advocacy. Prepare a brief report summarizing findings.
- Develop or adapt a focus group guide that will ask questions related to youth oriented tobacco prevention. Conduct 2 focus groups with adults and youth, separately, to assess the appropriateness of educational materials. Prepare a brief report summarizing findings.
- Develop or adapt a Coalition Participation Tracking Form, including youth and adult participation, and use the forms to summarize the degree of coalition engagement and involvement in intervention activities. Prepare a report summarizing coalition participation. Update once per fiscal year.
- Use TCEC's Asset Mapping Tool to facilitate 2 needs and asset assessments with 5-10 community members representing populations disproportionately affected by tobacco use.

### Objective 4 – Tobacco Cessation

- Review current evaluation plan design, and provide input on evaluation methods.
- Develop or adapt a focus group guide and conduct 1-2 focus groups with 8-10 participants, including Spanish speaking participants, to assess the appropriateness of educational materials. Prepare a brief report summarizing findings.
- Develop or adapt key informant interview questionnaires and conduct 8-10 key informant interviews by phone or in person pre/post-campaign. Prepare a brief report summarizing findings.

#### Objective 5 – Communities of Excellence

- Utilizing an online instrument developed by the Tobacco Control Evaluation Center (TCEC), survey participants in the CX needs assessment process to assess overall satisfaction with the process and intent to engage in 2022-2025 program activities. The survey will be administered to all CX needs assessment process participants. The survey results will be analyzed using descriptive statistics such as percentages, frequencies and means and summarized in a report.
- Assist internal evaluation team in locating data for the 2021 CX indicators and assets.
- Assist internal evaluation team with the creation of CX data sheets.
- Participate in CX Needs Assessment Meetings and assist in scoring of 16 assets and indicators.

#### Objective 6 – End Commercial Tobacco Campaign Planning Activity

- Use and/or adapt a survey instrument developed by the Tobacco Control Evaluation Center (TCEC), conduct 5 -20 Key Informant Interview surveys using face-to-face, virtual conferencing, or telephone, with a diverse group of people such as retailers and key decision makers (city council members, city managers, city commissioners, city attorneys, city administrators, city clerks, advocacy organization leaders, health officer, etc.) to explore current knowledge and attitudes regarding End Commercial Tobacco campaign indicators. Qualitative analysis of interview results will be used to summarize and report interview findings. The results will be shared with project staff and coalition members and help focus the new End Commercial Tobacco campaign intervention objective requirement in the LLA 1/2022 – 6/2025 work plan.

#### Brief Evaluation Report and Final Evaluation Report

- Review current evaluation plan design, and provide input on evaluation methods for the Internal Evaluator as the Final Evaluation and Brief Evaluation Reports are being prepared for the 2017-2021 Inyo County Health and Human Services Tobacco Education Program, contract number CTCP-17-14.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCHEDULE OF FEES:**



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment C: Insurance Requirements

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$500,000 per accident for bodily injury and property damage.

**Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.*

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

### OTHER INSURANCE PROVISIONS

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

#### Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### Notice of Cancellation

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

## **Attachment C: Insurance Requirements**

### **Waiver of Subrogation**

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

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

### **Acceptability of Insurers**

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

### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

### **Verification of Coverage**

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **Subcontractors**

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

### **Special Risks or Circumstances**

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



# County of Inyo



## Environmental Health

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 26, 2021

**FROM:**

**SUBJECT:** Approve contract with the California Association of Environmental Health Administrators in an amount not to exceed \$80,000

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**RECOMMENDED ACTION:**

Request Board ratify and approve the contract between the County of Inyo and the California Association of Environmental Health Administrators for the term ending June 30, 2021 in amount not to exceed \$80,000, contingent upon appropriate signatures, and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

This contract will allow for the department to have a contract person to work at a high level to provide REHS services to address a backlog of inspections at the Director's discretion. This contract will provide general program inspection (Foods, Pools, Body Art, Solid Waste). This contract will also provide as needed expert guidance to the Department Head.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Not approve the contract and direct staff to re-negotiate terms.

**OTHER AGENCY INVOLVEMENT:**

Personnel, County Administrator's Office

**FINANCING:**

This contract is budgeted in the Environmental Health Budget (045400) in Professional Services (5265). Mid-Year adjustments have been made to accommodate this contract amount.

**ATTACHMENTS:**

1. CAEHA INYO Contract January - June 30 2021

**APPROVALS:**

Darcy Ellis  
Darcy Ellis

Created/Initiated - 1/19/2021  
Approved - 1/19/2021

Sue Dishion  
Marshall Rudolph  
Amy Shepherd

Approved - 1/19/2021  
Approved - 1/19/2021  
Final Approval - 1/20/2021

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**BETWEEN THE COUNTY OF INYO AND CALIFORNIA ASSOCIATION OF**  
**ENVIRONMENTAL HEALTH ADMINISTRATORS**

THIS AGREEMENT is made this \_\_1st\_\_ day of January 2021, by and between the COUNTY OF INYO, a political subdivision of the State of California (hereinafter called "County") and California Association of Environmental Health Administrators (CAEHA),(hereinafter called "Contractor") pursuant to the following terms and conditions:

1. **TERM**

The term of this Agreement shall commence on January \_\_1\_\_, 2021, and shall terminate June 30, 2021.

2. **PROJECT**

County requests Contractor to work on a Flex schedule to perform duties as a *Registered Environmental Health Specialist* with duties and responsibilities as outlined in Appendix A Scope of Work. Unless otherwise approved by the County, Contractor shall provide part time services through its employee, Jerry Sipe and James Goodloe.

3. **DUTIES**

- A. Contractor, under the direction of the Health and Human Services Agency Director and/or her designee, shall have general responsibility providing services identified in Appendix A: Director of Environmental Health.
- B. Contractor shall demonstrate the following: an ability to work at a high level of independence, an ability to meet additional specialized knowledge requirements within the field of environmental health, an ability to manage by assignment projects which are highly complex and difficult in nature.

4. **COMPENSATION**

- A. Contractor shall be paid \$134.38 per hour for Walt Kruse. County has requested support as needed. No overtime has been approved. Contractor shall invoice County for work performed by the 15th of each month with summary of time worked.
- B. Contractor shall be paid \$106.09 per hour for Jerry Sipe and James Goodloe. Staff will work on a flexible schedule approved by the County approximately two weeks per staff per month. No overtime has been

approved by the County. Contractor shall invoice County for work performed by the 15th of each month with summary of time worked.

- C. If travel is requested, Hotel reimbursement at cost (not to exceed \$160 per night and state rate will be requested). If hotels are hard to find under \$160 per night, County will pre-approve the higher hotel costs. Receipts will be provided.
- D. If County request travel then mileage to be reimbursed by County at current IRS rate (currently at .57.5 per mile). Jim Goodloe lives approximately 3 hours away and Jerry Sipe lives in Plumas.
- E. Per diem rates of \$7 for breakfast, \$11 for Lunch, \$28.00 for dinner if travel by County is requested.
- F. If postage or shipping costs are required to accomplish scope of work services, the County will reimburse with receipts.
- G. Invoices will be sent monthly to the County and payment to be made directly to CAEHA - Tax ID#94-1675492 a 501(c)(4):

**California Association of Environmental Health Administrators  
or CAEHA**

**Attn: Sheryl Baldwin, Contract Manager**

**P.O. Box 2017**

**Cameron Park, CA 95682-2017**

Telephone: (530) 676-0715 or cell (530)-363-0027

Email: [Sheryl@ccdeh.com](mailto:Sheryl@ccdeh.com)

- H. All payment requests must be reviewed and approved by the County. Total compensation for the services rendered (including any travel, per diem or other expenses) under this Agreement shall not exceed Eighty Thousand Dollars (\$80,000).
- I. Compensation provided herein shall constitute complete and full payment to Contractor for the services provided hereunder to be paid within 30 days of a proper invoice. Interest will be added at 5% per month for invoices paid after 90 days.
- J. CAEHA has to comply with new COVID-19 Safe Families Act sick time if an employee is required to take 14 day quarantine, this sick time would be invoiced.

5. **INSURANCE REQUIREMENTS**

Contractor shall provide at its own expenses and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following state insurance policies.

- A. **Workers' Compensation Coverage:** To the extent that Contractor has any employees, Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change.
  
- B. **Professional Liability Insurance:** Contractor shall maintain Professional Liability Insurance for malpractice coverage. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.
  
- C. **Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies affecting coverage required by this Contract.

6. **HOLD HARMLESS**

The Contractor shall hold the County, its elected and appointed officials, officers, employees, agents, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of Contractor, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement, and out of any assertion by any employee of Contractor that they are individually entitled to compensation of benefits of any kind directly from the County as a result of their work performed for the County under this Agreement. If such indemnification



becomes necessary, the County Counsel for the County shall have the absolute right to approve any and all counsel employed to defend it.

The County shall hold the Contractor, its agents, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of County, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement.

7. **TERMINATION**

A. This Agreement may be terminated by County at County's option:

- (1) Upon Contractor's failure, refusal or neglect to perform the duties hereunder other than for reasons of illness. Such a termination shall be effective immediately upon notice to Contractor.
- (2) For any reason satisfactory to County (without cause) provided, however, Contractor shall be given fourteen (14) days written notice of such termination.

B. This Agreement may be terminated by Contractor:

- (1) Upon County's failure, neglect or refusal to make any payment as required hereunder.
- (2) Upon County's failure to cooperate with the Contractor in the performance of its work under this Agreement.
- (3) Upon fourteen (14) days written notice to County.

8. **STATUS**

Contractor and County agree that Contractor is an independent contractor and in no event shall Contractor or any of its employees be considered an employee of the County.

9. **ASSIGNMENT**

This Agreement is for the professional services of Contractor and in particular for the services of Contractor's employee Jerry Sipe and James Goodloe, and Contractor shall not assign, subcontract, or sublet any part of this Agreement without the express written consent of County.

10. **NOTICE**

Any and all notices, Invoices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following address:

County: INYO County Environmental Health Department  
Jerry Oser, Environmental Health Director  
P.O. Box 427  
Independence, CA 93526  
Email: [joser@inyocounty.us](mailto:joser@inyocounty.us)

Contractor: California Association of Environmental Health  
Administrators  
Justin Malan, Executive Director  
910 K Street, Suite 300  
Sacramento, CA 95814  
Telephone: (916) 448-1015  
Email: [Justin@ccdeh.com](mailto:Justin@ccdeh.com)

**IN WITNESS WHEREOF**, the parties have hereunder set their hands the day and year first herein above written.

**COUNTY**

**CONTRACTOR**

\_\_\_\_\_  
County of INYO

\_\_\_\_\_, President  
April Meneghetti., CAEHA  
Tax ID#94-1675492

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

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



## APPENDIX A

### **Scope of Work Environmental Health Director Support As Need for Walt Kruse**

Experienced Director of Environmental Health to counsel, as needed, the newly appointed Director on technical aspects of the position.,  
This position provides strategic recommendations for the Environmental Health Director.

The Environmental Health 'Department's programs include food sanitation, community water supply systems, well construction, County-operated water testing laboratory, on-site wastewater disposal, hazardous waste management and integrated waste management regulations, and recreational health.

### **Scope of Work Registered Environmental Health Services Part time for Jerry Sipe and James Goodloe**

Inyo County Environmental Health Department seeks to contract with an REHS to address a backlog of inspections at the Director's discretion.

Besides general program inspection (Foods, Pools, Body Art, Solid Waste), the ideal candidate would have ample experience completing Sanitary Surveys for small water systems. We would expect the incumbent to work closely with the Inyo Water Program staff on joint inspections and then write the Sanitary Survey to be used as the technical document in water system permitting. The information needed for the Survey comes from various sources that will require the hiree to communicate effectively with program staff and browse water system hard copy files on their own.

The term would be six months split part-time by both staff.

Amy Shepherd  
Auditor- Controller  
ashepherd@inyocounty.us

(760) 878-0343  
(760) 872-2700  
(760) 876-5559  
FAX: (760) 878-0391



**COUNTY OF INYO**  
OFFICE OF THE AUDITOR-CONTROLLER  
P. O. Drawer R  
Independence, California 93526

CHRISTIE MARTINDALE  
Assistant Auditor-Controller  
[cmartindale@inyocounty.us](mailto:cmartindale@inyocounty.us)

KORTNI GIRARDIN  
Payroll Analyst III  
[kgirardin@inyocounty.us](mailto:kgirardin@inyocounty.us)

HEATHER WILLIAMS  
Administrative Analyst I  
[hwilliams@inyocounty.us](mailto:hwilliams@inyocounty.us)

IVONNE BUNN  
Office Technician III  
[ibunn@inyocounty.us](mailto:ibunn@inyocounty.us)

RUSTY HUERTA  
Office Technician III  
[rhuerta@inyocounty.us](mailto:rhuerta@inyocounty.us)

SHIELA WARD  
Office Technician III  
[sward@inyocounty.us](mailto:sward@inyocounty.us)

CYNTHIA OROZCO  
Office Technician I  
[corozco@inyocounty.us](mailto:corozco@inyocounty.us)

January 13, 2021

Honorable Board of Supervisors  
County of Inyo  
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd  
Auditor-Controller

By:  \_\_\_\_\_, Deputy  
Shiela Ward

# STATEMENT

## MONEY IN COUNTY TREASURY

**FOR OCTOBER TO DECEMBER 2020**

STATE OF CALIFORNIA  
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26920 of the Government Code, and being duly sworn on oath, makes the following report for the period ending December 21, 2020.

Amount of money that should be in the treasury on December 21, 2020

is	\$172,742,554.90	
Receipts from 7/01/20-09/28/20	\$53,141,055.27	
(Less paid warrants) Amount actually therein is	(\$41,043,727.13)	
Active Balance		\$8,111,205.38
Silver		\$19.43
Currency		\$24,201.00
Certificates of Deposit		\$154,453,602.33
CD		\$9,421,000.00
Local Agency Debt		\$757,857.48
Deposits on Hand		
Corp Obligation		\$0.00
	184,839,883.04	\$172,767,885.62

**Difference:**

9/28/20 REMOTE DEPOSIT IN TRANSIT 9/25 9592.56  
9/28/20 REMOTE DEPOSIT IN TRANSIT 9/2 18311.90  
9/28/20 VAULT DEPOSIT IN TRANSIT 30,942.00  
9/28/20 ED#9703 POOL DEPOSIT XFER-CK#2014 1368.93

12/18/20 REMOTE DEPOSIT IN TRANSIT (24856.20)  
12/18/20 AUD PY: PERS (6404.21)  
12/18/20 AUD PY: PERS (8332.60)  
12/18/20 AUD PY: PERS (37943.15)  
12/18/20 AUD PY: PERS (78605.59)  
12/18/20 AUD PY: PERS (82,112.39)  
12/18/20 UB LAIF TRANSFER-CASE #588718 1,500,000.00  
12/18/20 LAIF DEPOSIT-CONF#1622211 (1,500,000.00)  
2/18/20 CUSIP#05580ADM3-MATURITY 245,000.00

Amy Shepherd

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

Subscribed and sworn to before me this 14th day of January 2021



  
\_\_\_\_\_  
Assistant Clerk of the Board of Supervisors  
INYO COUNTY



Mike Errante, Public Works Director  
Chris Cash, Deputy Director

## DEPARTMENT OF PUBLIC WORKS

P.O. DRAWER Q  
INDEPENDENCE, CA 93526  
PHONE: (760) 878-0201  
FAX: (760) 878-2001

COUNTY  
OF  
**INYO**

### SOUTHERN INYO AIRPORT ADVISORY COMMITTEE MEETING AGENDA

**MEETING DATE: January 27, 2021 7:00 A.M. Zoom Meeting**  
**LOCATION: Lone Pine Death Valley Terminal Building**

- I. Call to order
- II. Approval of minutes from the October 28, 2020 Meeting
- III. Business
  - Grant Status and Airport Capital Improvement Plan
  - Tunnel Meadows Hangar
  - Proposed Mercy Air Land Lease
  - Terminal/Septic Update
- IV. Report from Public Works
  - A. Budget Review: Existing funds as of 12/31/2020

#### **Lone Pine Death Valley Airport**

**Operating \$51,720**

Significant expenditures excluding payroll:

Oct. - Dec. 2020

\*Revenue is listed on attached Account Director's Reports\*

\$300 Preferred Septic (Portable Toilet)  
\$155 Preferred Septic (Event Additional Billing/Portable Toilet)  
\$223.20 (Building & Maintenance Billing)  
\$89.50 (Public Works Billing)  
\$400.55 (Road Billing)  
\$275.00 QT Petroleum on Demand (Outside Fast Pay Credit Card Software)  
\$808 Ascent Aviation (Fuel Truck Lease)  
\$40 AirNav (Online Advertising)  
\$64.50 Gardner's (Misc. Parts)  
\$285.37 (Credit Card Fees)  
\$1,767.82 (Utilities: Frontier, MCI & LADWP)  
\$6,814.27 (Fuel)

**Lone Pine Death Valley Airport Fuel Sales:**

Oct. – Dec. 2020

October 2020:

100LL: 1,397.98 Gallons / \$6,187.14 in Sales  
Jet A: 194.00 Gallons / \$1,004.83 in Sales

November 2020:

100LL: 682.24 Gallons / \$3,019.47 in Sales  
Jet A: None

December 2020:

100LL: 260.40 Gallons / \$1,152.47 in Sales  
Jet A: None

**Lone Pine Death Valley Special Aviation  
Special Aviation \$24,509**

Significant Expenditures excluding payroll:

Oct. – Dec. 2020

\$213.51 (Building & Maintenance Billing)

**Independence Airport**

**Operating \$18,026**

Significant Expenditures excluding payroll:

Oct. - Dec. 2020

\$51.82 (Building & Maintenance Billing)  
\$300 Preferred Septic (Portable Toilets)

**Independence Airport Special Aviation**

**Special Aviation \$25,104**

Significant Expenditures excluding payroll:

Oct. – Dec. 2020

\$291.21 (Utilities: LADWP)

B. Report from Steve Loven, Airport Operations Supervisor

V. Adjourn Meeting, the next meeting is April 28, 2021



# Southern Inyo Airport Advisory Committee

## Meeting Minutes

October 28, 2020

7:00 AM

Meeting attendees: Matt Kingsley, Lynne Bunn, Neil Woodruff, Martin Powell, Ashley Helms, and Jeff Montgomery (for the first 20 minutes).

7:00 AM Jeff Montgomery, who had to leave early, started the meeting by discussing the successful Fly-In event, held October 8-11.

7:15 AM Meeting called to order by Martin Powell

The minutes from the July 22 meeting were approved with one correction: Martin Powell did not attend the meeting.

Topics discussed:

- New Public Works position – Deputy Public Works Director – Airports
- Request for future SIAAC agendas to be emailed to Committee members
- Budget Review
  - Committee questioned why fuel revenue was not included in revenue report
  - PW explained that each airport budget is an enterprise fund, therefore revenue from the airport is not added to General Fund, it remains in the airport's budget.
- Airport Capital Improvement Plan
  - Runway 16-34 Rehabilitation project completed in November 2019
  - Inyo County requesting FAA grant for Taxiway Rehabilitation and Lighting Improvement Project (\$2.56M)
  - Once pavement repairs and safety projects are completed, Inyo County could request federal funding for terminal upgrades
- GPS Instrument Approach
  - Not currently an option because LPAP is in a Military Operating Area, Committee asked if the MOA could be modified to allow Instrument Approach
  - AWOS would need to be upgraded to measure weather ceiling
- Terminal Improvements
  - Upgrades to existing vs. new building: new building preferred by Committee, but there is concern that it could take a long time
  - Discussed the septic system
- Volunteer Opportunities
  - Committee will compile a list of volunteer activities they would like to coordinate, and what supplies would be needed (ie. paint to remark the apron tie downs). PW will discuss potential events with Risk Manager.

SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150300,150400,150500,150600 ; OBJECT: 4311-4401  
 BUDGET: WORKING; OBJECT and Budgets shown

FUND	FUND	Title	BUDUNIT	BUDUNIT Title	Account Director						
1505	LP/DV AIRPPORT		150500	LONE PINE/DEATH VALLEY AIRPORT							
OBJECT	OBJECT	Trans Desc.	Date	Primary Ref.	Income Expense	Encumbrances	Account to Date	WORKING Budget	Budget Minus Acct-To-Date	% Of Budget	Note
4311	RENTS		10/01/20	Prior	0.00	0.00	0.00	300.00	300.00		
4311	RENTS		NEW OBJ	TOTAL*	0.00*	0.00*	0.00*	300.00*	300.00 *		
4315	SPECIAL EVENTS		10/01/20	Prior	0.00	0.00	0.00				
4315	SPECIAL EVENTS		NEW OBJ	TOTAL*	0.00*	0.00*	0.00*			*	
4331	AUTO PARKING		10/01/20	Prior	405.00	0.00	405.00	2,500.00	2,095.00	16.2	
	JE I#667 BUS PARKING		10/13/20	JE37581	405.00						
	CR DEC20 PERMITS		12/03/20	CR121388	123.00						
4331	AUTO PARKING		NEW OBJ	TOTAL*	933.00*	0.00*	933.00*	2,500.00*	1,567.00 *	37.3	
4333	HANGER RENT		10/01/20	Prior	7,140.00	0.00	7,140.00	26,470.00	19,330.00	27.0	
	CR R#600959 K.WYLIE		10/07/20	CR120457	420.00						
	CR R#600960 K.TOHIDI		10/07/20	CR120457	420.00						
	CR R#600973 MUSEUM O		10/20/20	CR120585	420.00						
	CR R#600972 MY WHITN		10/20/20	CR120585	420.00						
	CR R#600962 M.LONG		10/20/20	CR120591	420.00						
	CR R#600970 L.KELLER		10/20/20	CR120591	420.00						
	CR R#600974 MILLER T		10/26/20	CR120732	420.00						
	CR R#600978 R.BURSE		10/26/20	CR120732	840.00						
	CR R#600989 FRONTIER		11/09/20	CR120982	420.00						
	CR R#600996 T.WHITMA		11/17/20	CR121097	420.00						
	CR R#601002 C.REGAN		12/01/20	CR121329	420.00						
	CR R#601017 HANGER C		12/14/20	CR121560	420.00						
4333	HANGAR RENT		NEW OBJ	TOTAL*	12,600.00*	0.00*	12,600.00*	26,470.00*	13,870.00 *	47.6	
4334	TIE DOWN FEES		10/01/20	Prior	139.00	0.00	139.00	1,000.00	861.00	13.9	
	CR 0920 R#600744-601		10/02/20	CR120395	217.00						
	CR 10/1//20-10/14/20		10/16/20	CR120563	455.00						
	CR DEC20 PERMITS		12/03/20	CR121388	246.00						
4334	TIE DOWN FEES		NEW OBJ	TOTAL*	1,057.00*	0.00*	1,057.00*	1,000.00*	-57.00 *	105.7 OVER	
4338	RAMP FEES		10/01/20	Prior	0.00	0.00	0.00				
	CR DEC20 PERMITS		12/03/20	CR121388	158.00						
4338	CALIFORNIA AIR CHART		NEW OBJ	TOTAL*	158.00*	0.00*	158.00*			*	
4401	STATE AID FOR AVIATI		10/01/20	Prior	0.00	0.00	0.00				
4401	STATE AID FOR AVIATI		NEW OBJ	TOTAL*	0.00*	0.00*	0.00*			*	

SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150300,150400,150500,150600 ; OBJECT: 4311-4401  
 BUDGET: WORKING; OBJECT and Budgets shown

FUND	FUND	Title	BUDUNIT	BUDUNIT Title	Account Director						
1505	LP/DV AIRPPORT		150500	LONE PINE/DEATH VALLEY AIRPORT							
OBJECT	OBJECT	Trans Desc.	Date	Primary Ref.	Income Expense	Encumbrances	Account to Date	WORKING Budget	Budget Minus Acct-To-Date	% Of Budget	Note
	** TOTAL REVENUE **				14,748.00*	0.00*	14,748.00*	30,270.00*	15,522.00 *	48.7	
	LP/DV AIRPPORT		FUND	REVENUE TOTAL*	14,748.00*	0.00*	14,748.00*	30,270.00*	15,522.00 *	48.7	

SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150300,150400,150500,150600 ; OBJECT: 4311-4401  
 BUDGET: WORKING; OBJECT and Budgets shown

FUND	FUND	Title	BUDUNIT	BUDUNIT Title	Account Director					
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
1506	LONE PINE/DEATH VALLEY AIR-SPC		150600	LONE PINE/DEATH VALLEY AIR-SP						
				Income			Account	WORKING	Budget Minus	% Of
				Expense	Encumbrances		to Date	Budget	Acct-To-Date	Budget Note
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
4401	STATE AID FOR AVIATI	10/01/20	Prior	0.00	0.00	0.00	10,000.00	10,000.00		
4401	STATE AID FOR AVIATI NEW OBJ		TOTAL*	0.00*	0.00*	0.00*	10,000.00*	10,000.00	*	
	** TOTAL REVENUE **			0.00*	0.00*	0.00*	10,000.00*	10,000.00	*	
	LONE PINE/DEATH VALL FUND		REVENUE TOTAL*	0.00*	0.00*	0.00*	10,000.00*	10,000.00	*	

SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150300,150400,150500,150600 ; OBJECT: 4311-4401  
 BUDGET: WORKING; OBJECT and Budgets shown

FUND	FUND	Title	BUDUNIT	BUDUNIT Title	Account Director						
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	
OBJECT	OBJECT	Trans Desc.	Date	Primary Ref.	Income Expense	Encumbrances	Account to Date	WORKING Budget	Budget Minus Acct-To-Date	% Of Budget	Note
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
1503	INDY AIRPORT OPERATING			150300	INDEPENDENCE AIRPORT						
4311	RENTS		10/01/20	Prior	0.00	0.00	0.00	14,400.00	14,400.00		
4311	RENTS		NEW OBJ	TOTAL*	0.00*	0.00*	0.00*	14,400.00*	14,400.00 *		
4315	SPECIAL EVENTS		10/01/20	Prior	0.00	0.00	0.00				
4315	SPECIAL EVENTS		NEW OBJ	TOTAL*	0.00*	0.00*	0.00*	*			
4331	AUTO PARKING		10/01/20	Prior	0.00	0.00	0.00				
4331	AUTO PARKING		NEW OBJ	TOTAL*	0.00*	0.00*	0.00*	*			
4333	HANGER RENT		10/01/20	Prior	0.00	0.00	0.00	3,120.00	3,120.00		
	JE CR120793: HANGER		11/05/20	JE37759	2,340.00						
4333	HANGAR RENT		NEW OBJ	TOTAL*	2,340.00*	0.00*	2,340.00*	3,120.00*	780.00 *	75.0	
4334	TIE DOWN FEES		10/01/20	Prior	0.00	0.00	0.00	150.00	150.00		
	JE CR121097:TIE DOWN		11/23/20	JE37853	171.00						
4334	TIE DOWN FEES		NEW OBJ	TOTAL*	171.00*	0.00*	171.00*	150.00*	-21.00 *	114.0	OVER
4401	STATE AID FOR AVIATI		10/01/20	Prior	0.00	0.00	0.00				
4401	STATE AID FOR AVIATI		NEW OBJ	TOTAL*	0.00*	0.00*	0.00*	*			
	** TOTAL REVENUE **				2,511.00*	0.00*	2,511.00*	17,670.00*	15,159.00 *	14.2	
	INDY AIRPORT OPERATI FUND			REVENUE TOTAL*	2,511.00*	0.00*	2,511.00*	17,670.00*	15,159.00 *	14.2	

SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150300,150400,150500,150600 ; OBJECT: 4311-4401  
BUDGET: WORKING; OBJECT and Budgets shown

FUND	FUND	Title	BUDUNIT	BUDUNIT Title	Account Director					
1504	INDY AIRPORT SPECIAL AVIATION		150400	INDEPENDENCE AIRPORT - SPECIAL						
OBJECT	OBJECT	Trans Desc.	Date	Primary Ref.	Income Expense	Encumbrances	Account to Date	WORKING Budget	Budget Minus Acct-To-Date	% Of Budget Note
4401	STATE AID FOR AVIATI		10/01/20	Prior	0.00	0.00	0.00	10,000.00	10,000.00	
4401	STATE AID FOR AVIATI NEW OBJ			TOTAL*	0.00*	0.00*	0.00*	10,000.00*	10,000.00 *	
	** TOTAL REVENUE **				0.00*	0.00*	0.00*	10,000.00*	10,000.00 *	
	INDY AIRPORT SPECIAL FUND			REVENUE TOTAL*	0.00*	0.00*	0.00*	10,000.00*	10,000.00 *	

**Commissioners**  
**Eric Sklar**, President  
Saint Helena

**Samantha Murray**, Vice President  
Del Mar

**Jacque Hostler-Carmesin**, Member  
McKinleyville

**Peter S. Silva**, Member  
Jamul

**Vacant**, Member

STATE OF CALIFORNIA  
Gavin Newsom, Governor

## Fish and Game Commission



*Celebrating 150 Years of  
Wildlife Heritage and Conservation!*

**Melissa Miller-Henson**  
**Executive Director**  
P.O. Box 944209  
Sacramento, CA 94244-2090  
(916) 653-4899  
[fgc@fgc.ca.gov](mailto:fgc@fgc.ca.gov)  
[www.fgc.ca.gov](http://www.fgc.ca.gov)

January 15, 2021

### **TO ALL INTERESTED AND AFFECTED PARTIES:**

This is to provide you with a copy of the notice of proposed regulatory action relative to Section 502, Title 14, California Code of Regulations, relating to Waterfowl hunting season 2021-2022.

Please note the date of the public hearing related to this matter and associated deadlines for receipt of written comments. Additional information and associated documents may be found on the Fish and Game Commission web site at <https://fgc.ca.gov/Regulations>.

Melanie Weaver, Senior Environmental Scientist, has been designated to respond to questions on the substance of the proposed regulations. She can be reached at (916) 445-3717 or via email at [Melanie.Weaver@wildlife.ca.gov](mailto:Melanie.Weaver@wildlife.ca.gov).

Sincerely,

Jon D. Snellstrom  
Associate Governmental Program Analyst

Attachment

**TITLE 14. Fish and Game Commission**  
**Notice of Proposed Changes in Regulations**

**NOTICE IS HEREBY GIVEN** that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 265 and 355, Fish and Game Code and to implement, interpret or make specific Sections 265, 355, and 356; Title 14, California Code of Regulations, relating to annual waterfowl hunting regulations.

**Informative Digest/Policy Statement Overview**

Current regulations in Section 502, Title 14, California Code of Regulations (CCR), provide definitions, hunting zone descriptions, season opening and closing dates, and daily bag and possession limits. The proposed Frameworks for the 2021-22 season were approved by the flyway councils in August and at the Service's Regulations Committee meeting in October. The Frameworks allow for a liberal duck season which includes: a 107-day season; a 7 daily duck limit including 7 mallards but only 2 hen mallards, 1 pintail, 2 canvasback, 2 redheads, and 2 scaup (during an 86 day season); and closing no later than January 31. The duck daily bag limits and season length, as well as the season lengths for geese, are provided as ranges below, to allow the Commission flexibility in determining the final regulations.

A range of season length and bag limit (zero bag limit represents a closed season) are also provided for black brant. The range is necessary, as the black brant Framework cannot be determined until the Pacific Flyway Winter Brant Survey is conducted in January 2021 because the regulatory package is determined by the most current Winter Brant Survey, rather than the prior year survey. The regulatory package will be prescribed per the Black Brant Harvest Strategy pending results of the survey, well before the Commission's adoption meeting. See the table in the Informative Digest/Policy Statement Overview section below for the range of season and bag limits. Lastly, Federal regulations require that California's hunting regulations conform to those of Arizona in the Colorado River Zone and those of Oregon in the North Coast Special Management Area.

The Department recommended changes to Section 502 are:

- Increase the duck season length to 101 days in subsection 502(d)(2)(B) for the Southern San Joaquin Valley Zone, in subsection 502(d)(3)(B) for the Southern California Zone, and in subsection 502(d)(5)(B) for the Balance of State Zone.
- Increase the goose season length to 101 days in subsection 502(d)(2)(B) for the Southern San Joaquin Valley Zone and in subsection 502(d)(3)(B) for the Southern California Zone.
- Allow up to two days of falconry-only season in subsection 502(g)(1)(B)2 for the Balance of State Zone, in subsection 502(g)(1)(B)3 for the Southern San Joaquin Valley Zone and in subsection 502(g)(1)(B)4 for the Southern California Zone.
- Minor editorial changes are also proposed to clarify and simplify the regulations and to comply with existing federal Frameworks

**Goals and Benefits of the Regulation:**

The benefits of the proposed regulations are consistency with federal law and the sustainable management of the State's waterfowl resources. Positive impacts to jobs and/or businesses that provide services to waterfowl hunters will be realized with the continued adoption of waterfowl hunting seasons in 2020-21.



### **Non-monetary benefits to the public**

The Commission does not anticipate non-monetary benefits to the protection of public health and safety, worker safety, the prevention of discrimination, the promotion of fairness or social equity, and the increase in openness and transparency in business and government.

### **Consistency with State Regulations**

The Commission has reviewed its regulations in Title 14, CCR, and conducted a search of other regulations on this topic and has concluded that the proposed amendments to Section 502 is neither inconsistent nor incompatible with existing State regulations. No other State agency has the authority to promulgate waterfowl hunting regulations.

**NOTICE IS GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a webinar/teleconference hearing to be held on Wednesday, February 10, 2021, at 8:30 a.m., or as soon thereafter as the matter may be heard. Instructions for participation in the webinar/teleconference hearing will be posted at [www.fgc.ca.gov](http://www.fgc.ca.gov) in advance of the meeting or may be obtained by calling 916-653-4899.

**NOTICE IS ALSO GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a webinar/teleconference hearing to be held on Wednesday, April 14, 2021 at 8:30 a.m., or as soon thereafter as the matter may be heard. Instructions for participation in the webinar/teleconference hearing will be posted at [www.fgc.ca.gov](http://www.fgc.ca.gov) in advance of the meeting or may be obtained by calling 916-653-4899.

It is requested, but not required, that written comments be submitted on or before February 8, 2021 at the address given below, or by email to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). Written comments mailed, or emailed to the Commission office, must be received before 12:00 noon on February 9, 2021. All comments must be received no later than February 10, 2021, during the webinar/teleconference hearing. If you would like copies of any modifications to this proposal, please include your name and email or mailing address. Mailed comments should be addressed to Fish and Game Commission, PO Box 944209, Sacramento, CA 94244-2090.

### **Availability of Documents**

Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikeout format can be accessed through the Commission website at [www.fgc.ca.gov](http://www.fgc.ca.gov). The regulations as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Melissa Miller-Henson, Acting Executive Director, Fish and Game Commission, 1416 Ninth Street, P.O. Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above-mentioned documents and inquiries concerning the regulatory process to Melissa Miller-Henson or Jon Snellstrom at the preceding address or phone number. **Melanie Weaver, Senior Environmental Scientist, has been designated to respond to questions on the substance of the proposed regulations. She can be reached at (916) 502-1139 or via email at [Melanie.Weaver@wildlife.ca.gov](mailto:Melanie.Weaver@wildlife.ca.gov).**

## **Availability of Modified Text**

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 265 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4, 11346.8 and 11347.1 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when the approved final has been received from the agency program staff.

### **Impact of Regulatory Action/Results of the Economic Impact Assessment**

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

(a) **Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States**

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states.

The proposed regulations would provide additional recreational opportunity to the public and could result in minor increases in hunting days and hunter spending on equipment, fuel, food and accommodations.

(b) **Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment**

The Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses, or the expansion of businesses in California. The proposed waterfowl regulations will set the 2021-22 waterfowl hunting season dates and bag limits within the federal Frameworks. Little to minor positive impacts to jobs and/or businesses that provide services to waterfowl hunters may result from the proposed regulations for the 2021-22 waterfowl hunting season.

The most recent U.S. Fish and Wildlife national survey of fishing, hunting, and wildlife-associated recreation for California, estimated that migratory bird hunters contributed about \$169 million to the state economy during the 2011 migratory bird hunting season. The

impacted businesses are generally small businesses employing a few individuals and, like all small businesses, are subject to failure for a variety of causes. Additionally, the long-term intent of the proposed regulations is to sustainably manage waterfowl populations, and consequently, the long-term viability of the same small businesses.

(c) Cost Impacts on a Representative Private Person or Business

The agency is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State

None.

(e) Nondiscretionary Costs/Savings to Local Agencies: None.

(f) Programs Mandated on Local Agencies or School Districts None.

(g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

(h) Effect on Housing Costs: None.

**Effect on Small Business**

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

**Consideration of Alternatives**

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

David Thesell  
Program Manager

Dated: January 15, 2021

**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)**

ABC 211 (6/99)

**TO:** Department of Alcoholic Beverage Control  
4800 STOCKDALE HWY  
STE 213  
BAKERSFIELD, CA 93309  
(661) 395-2731

File Number: **623314**  
Receipt Number: **2659902**  
Geographical Code: **1400**  
Copies Mailed Date: **January 12, 2021**  
Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **BISHOP CREEK CHEVRON, INC.**  
Name of Business: **BISHOP CREEK CHEVRON**  
Location of Business: **2392 N SIERRA HWY  
BISHOP, CA 93514**

County: **INYO**

Is Premises inside city limits? **No** Census Tract: **0004.00**

Mailing Address:(If different from premises address) **27750 STALLION SPRINGS DR  
TEHACHAPI, CA 93561-5281**

Type of license(s): **20** Dropping Partner: Yes \_\_\_ No **X**

Transferor's license/name: **354159 / INYOPARTNERS LLC**

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
20 - Off-Sale Beer And Wine	PER	Y			

<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	PERSON TO PERSON TRF	NA	0	01/12/21	\$335.00
Application Fee	ISSUE TEMPORARY PERMIT	NA	1	01/12/21	\$100.00
20 - Off-Sale Beer And Wine	ANNUAL FEE	NA	0	01/12/21	\$400.00
Total					\$835.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of INYO

Date: January 12, 2021

Applicant Name(s)

**BISHOP CREEK CHEVRON, INC.**

*Original 222 For tracking*