



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. (2) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (3) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

REGULAR MEETING January 16, 2024

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

Start Time

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

CLOSED SESSION

- 2) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrator Sue Dishion, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Senior Budget Analyst Denelle Carrington.
- 3) **Conference with Legal Counsel - Existing Litigation - Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – *County of Inyo v. Los Angeles Department of Water and Power*, Inyo County Superior Court Case No. SICVCV 18-62064 (Eminent Domain-Independence); Case

No. SICVCV 18-62065 (Eminent Domain-Lone Pine); and Case No. 18-62067 (Eminent Domain-Bishop).

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

- 4) **Pledge of Allegiance**
- 5) **Report on Closed Session as Required by Law**
- 6) **Employee Service Recognition** - The Board of Supervisors will recognize employees who have achieved service milestones during the fourth quarter of 2023.
- 7) **Public Comment**
Comments may be time-limited
- 8) **County Department Reports**

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

- 9) **Board of Supervisors Meeting Minutes**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Approve the minutes from the regular Board of Supervisors meeting of January 9, 2024 and the special Board of Supervisors meeting of January 10, 2024.
- 10) **Cancellation of Special Meeting**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Cancel the special meeting scheduled for Wednesday, February 7, 2024.
- 11) **The Ferguson Group Contract Amendment / California State Association of Counties Grants Contract**
County Administrator | Meaghan McCamman

Recommended Action:
 - A) Ratify Amendment No. 4 to the contract between the County of Inyo and The Ferguson Group (TFG), removing the Grant Services portion of the Scope of Work, reducing the monthly compensation from \$8,000 per month to \$5,000 per month effective January 1, 2024, removing travel reimbursement expenses, and extending the term end date from June 30, 2024 to June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and
 - B) Approve the three-way agreement between the County of Inyo and California State Association of Counties (CSAC) and The Ferguson Group (TFG) for the provision of Grant Services in an amount not to

exceed \$50,000 for the period of February 1, 2024 - January 31, 2025, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

- 12) **Changes to the Minimum Qualifications for the Social Worker IV Position**
County Administrator - Personnel | Keri Oney

Recommended Action: Approve the change to the minimum qualifications of the Social Worker IV position, consistent with the attached Job Description.

- 13) **Change Authorized Strength and Approve Job Description for Code Compliance Inspector**

County Administrator - Personnel | Keri Oney

Recommended Action:

- A) Change the Authorized Strength in Administration by deleting one (1) Code Enforcement Officer at Range 68 (\$5,099 - \$6,195);
- B) Change the Authorized Strength in the Planning Department by adding one (1) Code Compliance Inspector at Range 68 (\$5,099 - \$6,195);
- C) Approve the Code Compliance Inspector job description; and
- D) Approve the removal of the Code Enforcement Officer from Resolution No. 2023-41 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms and Conditions of Employment for Management and Non-represented Employees Employed in the Several Offices or Institutions of the County of Inyo," and recognize the Code Compliance Inspector as an Inyo County Employees Association represented position.

- 14) **Appointments to the First 5 Children and Families Commission**
Health & Human Services - First 5 | Anna Scott

Recommended Action: A) Appoint Mr. Alex Burciaga to an unexpired three-year term on the First 5 Commission ending December 5, 2024, and; B) Appoint Mrs. Heather Carr to a new three-year term on the First 5 Commission ending December 5, 2026.

- 15) **Request to Reserve Portuguese Joe Campground**
Public Works - Parks & Recreation | Michael Errante

Recommended Action: Approve request from Allan Johnson to reserve all campsites at Portuguese Campground, Thursday, October 10, 2024 through Sunday, October 13, 2024.

- 16) **Acceptance of Clean California Local Grant Program**
Public Works | Michael Errante

Recommended Action: Approve Resolution No. 2024-03, to: A) accept a Clean California Local Grant Program award in the amount of \$1,475,000; and B) authorize the Inyo County Public Works Director to execute agreements with the California Department of Transportation for the Inyo County Diaz Lake Welcoming & Beautification Project.

- 17) **Waste Hauler Maximum Rate Adjustments**
Public Works - Recycling & Waste Management | Michael Errante

Recommended Action:

- A) Ratify and approve the Consumer Price Index (CPI) adjustment of 6.5% to the portion of the Service Fee Maximum rates not associated with the tipping fees, effective January 1, 2024, in accordance with Franchise Agreements between the County of Inyo and contract waste haulers; and
- B) Adopt the new schedule of Maximum Charges for Waste Hauling Services for Areas A & B in Inyo County as presented in Exhibit A.

- 18) **Jail Administration Remodel Project - Change Order 2**
Public Works | Michael Errante

Recommended Action: Authorize the Public Works Director to sign Change Order No. 2 for \$68,951.90 to Pagenkopp Construction, Inc. for additional scope-of-work on the Jail Administration Remodel Project.

- 19) **Water Commission Appointments**
Water Department | Holly Alpert, Water Director

Recommended Action: Consider the Letters of Interest received and appoint two Water Commissioners each to four-year terms ending December 31, 2027.

REGULAR AGENDA

- 20) **Board of Supervisors Committee Appointments for 2024**
Board of Supervisors | Chairperson Kingsley
5 minutes

Recommended Action: Approve the 2024 Board of Supervisors committee assignments as recommended by the Chairperson, including the addition of an alternate position on the Inyo-L.A. Standing Committee and on the City of Bishop-County of Inyo Liaison Committee.

- 21) **Amargosa Basin Presentation**
Board of Supervisors | Susan Sorrells, Cameron Mayer
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action: Hear update from Friends of the Amargosa Basin on the effort to create the Amargosa Basin National Monument.

- 22) **Written Report from Inyo County Film Commissioner**
County Administrator - Advertising County Resources | Film Commissioner
5 minutes (2.5min. Presentation / 2.5min. Discussion)

Recommended Action: Receive written report on local filming activity from Film Commissioner Jesse Steele.

23) Administration Department Restructure

County Administrator | Nate Greenberg
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action:

- A) Approve the proposed restructuring of the Administration Department as recommended;
- B) Approve changes to the Authorized Strength in the County Administrative Officer Department by:
 - 1. Adding one (1) Deputy County Administrator at Range 88 (\$8,232-\$10,003) or Senior Deputy County Administrator at Range 92 (\$9,079-\$11,036), depending on qualifications and scope of duties/responsibilities, and deleting one (1) Assistant County Administrative Officer at Range 160 (\$11,553-\$14,043); and
 - 2. Adding one (1) Assistant Director of Budget and General Services at Range 92 (\$9,079-11,036) and deleting one (1) Senior Budget Analyst at Range 88 (\$8,232-\$10,003); and
- C) Approve the job descriptions for the Deputy/Senior Deputy County Administrator and Assistant Director of Budget and General Services;
- D) Approve the contract between the County of Inyo and Meaghan McCamman for provision of personal services as Deputy County Administrator at Range 88, Step E, \$10,003 per month, effective January 18, 2023, and authorize the County Administrator to sign;
- E) Approve the contract between the County of Inyo and Denelle Carrington for provision of personal services as Assistant Director of Budget and General Services at Range 92, Step E, \$11,036 per month, effective January 18, 2023, and authorize the County Administrator to sign; and
- F) Direct staff to update the publicly available pay schedule accordingly.

24) Personal Services Contract - Undersheriff

County Administrator - Personnel | Keri Oney
5 minutes (2.5min. Presentation / 2.5min. Discussion)

Recommended Action:

- A) Ratify and approve the contract between the County of Inyo and Juan Martinez for the provision of personal services as the Undersheriff at Range 85SE, Step F, \$12,693 per month effective December 12, 2023, and authorize the Chairperson to sign, contingent on all appropriate signatures being obtained; and
- B) Direct staff to update the publicly available pay schedule accordingly.

25) Personal Services Contract - Assistant Chief Information Officer

County Administrator - Personnel | Keri Oney
5 minutes (2.5min. Presentation / 2.5min. Discussion)

Recommended Action:

- A) Approve the contract between the County of Inyo and Abhilash Itharaju for the provision of personal services as the Assistant Chief Information Officer at Range 92, Step E, \$11,036 per month effective February 15, 2024, and authorize the Chairperson to sign;
- B) Approve the Job Description for the Assistant Chief Information Officer; and

C) Direct staff to update the publicly available pay schedule accordingly.

26) **Management and Non-Represented Resolution**

County Administrator - Personnel | Keri Oney
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: Approve Resolution No. 2024-04 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms of Conditions of Employment for Management and Non-represented Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede any Prior Resolution Pertaining to that Subject to the Extent They are Inconsistent," and authorize the Chairperson to sign.

27) **Report on Inyo National Forest's Participation in 2024 Rose Parade**

Board of Supervisors | Inyo National Forest Staff
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action: Hear report from Inyo National Forest staff on their equestrian group's participation in the 2024 Tournament of Roses Parade.

28) **Update from Eastern Sierra Council of Governments**

County Administrator | Elaine Kabala, Executive Director of Regional Coordination / Eastern Sierra Council of Governments
15 minutes (5min. Presentation / 10min. Discussion)

Recommended Action: Receive a presentation on the current projects and initiatives of the Eastern Sierra Council of Governments (ESCOG).

29) **Update on Regional Broadband Activities**

County Administrator | Scott Armstrong
15 minutes (10min. Presentation / 5min. Discussion)

Recommended Action: This is an informational item only.

ADDITIONAL PUBLIC COMMENT & REPORTS

30) **Public Comment**

Comments may be time-limited

31) **Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects

CORRESPONDENCE - INFORMATIONAL

32) **Auditor-Controller** - An actual count of money in the hands of the Treasurer made on January 8, 2024.



COUNTY OF INYO

PERSONNEL DEPARTMENT

P. O. Box 249, Independence, California 93526

760-878-0377

760-878-0465 (Fax)

MEMORANDUM

To: Department Heads

From: Denelle Carrington, Senior Budget Analyst

Date: January 3, 2024

Re: Employee Service Awards for 4th Quarter 2023

The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, January 16th at 10:00 am. Please invite your employees to attend the Board of Supervisors meeting (in person) to be recognized.

Name	Hire Date	Years of Service	Department Head
Shane Scott	10/16/03	20	Stephanie Rennie
Brian Howard	11/16/03	20	Stephanie Rennie
Jessica Royal-Dews	10/18/18	5	Stephanie Rennie
Mike Atkins	11/29/18	5	Stephanie Rennie
Mike Durbin	11/01/08	15	Tom Hardy
Eryn Clark	10/24/13	10	Anna Scott
Laura Cortez Barrientos	11/12/13	10	Anna Scott
Natalia Luque	12/19/13	10	Anna Scott
Christina Bonanno	11/29/18	5	Anna Scott
Chuck Baker	10/04/18	5	Mike Errante
Kody Nelson	10/04/18	5	Mike Errante
Marjorie Chapman	11/29/18	5	Mike Errante
Joe Frankel	10/09/08	15	Meaghan McCamman
Ursula Black	11/16/08	15	Sue Dishion
Mikaela Torres	11/29/18	5	Nate Greenberg
Aaron Holmberg	12/18/18	5	Nate Greenberg



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2024-28

Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of January 9, 2024 and the special Board of Supervisors meeting of January 10, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Draft January 10, 2024 Minutes

2. Draft January 9, 2024 Minutes

APPROVALS:

Hayley Carter
Darcy Ellis

Created/Initiated - 1/10/2024
Final Approval - 1/10/2024

MINUTES



County of Inyo Board of Supervisors

December 19, 2023

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 9:02 a.m., on January 10, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Jennifer Roeser, Trina Orrill, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

- Pledge of Allegiance*** Supervisor Orrill led the Pledge of Allegiance.
- Strategic Planning Workshop*** CAO Greenberg introduced the first of two strategic planning workshops meant to kickstart and aid in the development of a Strategic Plan for Inyo County. He reviewed the process so far for gathering ideas from department heads, staff, and the general public on initiatives, goals, and efforts, and discussed the need to prioritize them for both the short- and long-term.
- Recess/Reconvene*** Chairperson Kingsley recessed the meeting for a break at 10:07 a.m. and reconvened the meeting with all Supervisors present at 10:19 a.m.
- Strategic Planning Workshop (Continued)*** CAO Greenberg shared a list of 62 initiatives, goals, and efforts developed internally as well as submitted by the public. Additional comment was provided by Public Works Director Mike Errante and Chief Probation Officer Jeff Thomson. Supervisors discussed the recommended priorities in the areas of public safety, infrastructure, housing, workforce, tourism and recreation, and economic development. At the urging of CAO Greenberg, they were asked to identify the main “big-picture” topics under which different initiatives and efforts could be categorized/organized. Staff will work to refine and organize the list based on Board feedback and tentatively schedule another workshop for Thursday, February 22.
- Adjournment*** The Chairperson adjourned the meeting at 11:43 a.m. to 8:30 a.m. Tuesday, January 16, 2024, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

Attest: *NATE GREENBERG*
Clerk of the Board

by: _____
Darcy Ellis, Assistant

MINUTES



County of Inyo Board of Supervisors

January 9, 2024

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:33 a.m., on January 9, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Scott Marcellin, Matt Kingsley, Jeff Griffiths, and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

*Closed Session
Public Comment*

The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.

Closed Session

Chairperson Roeser recessed open session at 8:34 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrator Sue Dishion, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Senior Budget Analyst Denelle Carrington; No. 3 **Conference with Legal Counsel - Existing Litigation - Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – *County of Inyo v. Los Angeles Department of Water and Power*, Inyo County Superior Court Case No. SICVCV 18-62064 (Eminent Domain-Independence); Case No. SICVCV 18-62065 (Eminent Domain-Lone Pine); and Case No. 18-62067 (Eminent Domain-Bishop); No. 4 **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: Bishop, Independence, and Lone Pine Landfills. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Greg James. Negotiating parties: Inyo County and Los Angeles Department of Water and Power. Under negotiation: price and terms of payment; No. 5 **Public Employment – Pursuant to Government Code §54957** – Title: Assistant County Administrator and Deputy County Administrator; and No. 6 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Chief Probation Officer.

Open Session

Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:10 a.m. with all Board members present.

Announcement

Assistant Clerk of the Board Ellis announced that the video feed for the meeting has been lost due to technical difficulties, but Information Services staff is working with the vendor to fix the issue. She said there was no timeframe for or guarantee of video restoration today.

Pledge of Allegiance

Chairperson Roeser led the Pledge of Allegiance.

Report on Closed Session

Assistant County Counsel Vallejo reported that the Board met under Item Nos. 2 through 5 and that no action was taken during closed session required to be reported. Vallejo said that the Board would meet again later in the meeting to discuss Item No. 6.

Election of Officers

The Assistant Clerk of the Board opened nominations for Board Chairperson and Supervisor Marcellin nominated Supervisor Kingsley, noting that it was his honor to have Kingsley lead the Board during his last year in office. Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to elect Supervisor Kingsley as Board Chairperson for the calendar year

2024. Motion carried unanimously.

The Assistant Clerk of the Board opened nominations for Board Vice Chairperson and Supervisor Kingsley nominated Supervisor Marcellin. Moved by Supervisor Kingsley and seconded by Supervisor Roeser to elect Supervisor Marcellin as Board Vice Chairperson for the calendar year 2024. Motion carried unanimously.

Introductions

The following new employees were introduced to the Board: Shelter Attendant Joseph (Joe) Mulligan, Sheriff's Office; and from HHS, Prevention Program Manager Vanessa Bigham, Prevention Specialist Lizz Darcy, Assistant HHS Director Gina Ellis, Program Service Assistant Lisa Allsup, HHS Specialist Ethan Brown, Parent Partner Stormie DeHaven, Residential Caregiver Jasmin Franco, Office Technician Jeffrey Garrison, and Office Clerk Liisa Woodward.

Public Comment

Chairperson Kingsley asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley.

Memorial Adjournment

Supervisor Griffiths shared the sad news that long-time Bishop resident and former Bishop Mayor and Councilmember Martin "Smiley" Connolly had passed away. Supervisor Griffiths mentioned fond memories of serving alongside the veteran Connolly as a rookie on the City Council. He asked that today's meeting be adjourned in memory of Mr. Connolly.

County Department Reports

Sheriff Rennie provided information on recent traffic enforcement and probation and parole compliance details and thanked Public Works staff for repairs completed to the Sheriff's Administrative office.

Public Works Director Mike Errante informed attendees that Caltrans will be hosting a free dump day on January 20 in Big Pine and Bishop.

Water Director Dr. Holly Alpert provided the Board with the Water Department Annual Report and noted the recent completion of the Draft Lower Owens River Annual Report, noting there will be a joint public meeting with the Los Angeles Department of Water and Power tomorrow to discuss it.

Clerk-Recorder Danielle Sexton provided Elections updates and said she recently attended a statewide legislation update meeting. Sexton said there will be a pop-up voting support event in Olancho on February 14 and also advertised the Fifth District Candidate Forums to be held in Tecopa, Lone Pine, and Independence.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the minutes from the regular Board of Supervisors meetings of December 12, 2023, and December 19, 2023. Motion carried unanimously.

Treasurer-Tax Collector – 2024 Statement of Investment Policy

Moved by Supervisor Roeser and seconded by Supervisor Orrill to review and approve the 2024 Statement of Investment Policy. Motion carried unanimously.

Treasurer-Tax Collector – Investment Authority/ Reso# 2024-01

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Resolution No. 2024-01, titled, "A Resolution of the Board of Supervisors of the County of Inyo Delegating to the Inyo County Treasurer its Investment Authority Pursuant to Section 53607 of the Government Code," and authorize the Chairperson to sign. Motion carried unanimously.

CAO-Information Services – Assistant Chief Information Officer E-Step Hiring Approval

Moved by Supervisor Roeser and seconded by Supervisor Orrill to authorize the hiring of one (1) Assistant Chief Information Officer, Range 92 (\$9,079 - \$11,306), at the E Step (\$11,306). Motion carried unanimously.

**CAO –
Inyo/Mono Agricultural
Commissioner &
Veterans Services
Officer Agreements**

Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

- A) Approve the Agreement between the County of Inyo and the County of Mono for the provision of Agricultural Commissioner, Director of Weights and Measures, and Pesticide Use Enforcement Services for the period of January 9, 2024 - until terminated, authorize the County Administrator and Risk Manager to sign; and
- B) Approve the Agreement between the County of Inyo and the County of Mono for a Single County Veterans Service Office and Veterans Services Officer to serve both Counties for the period of January 9, 2024 - until terminated, and authorize the County Administrator and Risk Manager to sign. Motion carried unanimously.

**Public Works –
North Round Valley
Road Easement Deed/
Reso#2024-02**

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Resolution No. 2024-02, titled, "A Resolution of the Board of Supervisors of the County of Inyo Accepting a Highway Easement Deed Across APN 009-120-03 for the North Round Valley Road Bridge over Pine Creek," and authorize the Chairperson to sign. Motion carried unanimously.

**CAO –
Small Business
Resource Center
Lease Amendment**

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Amendment No. 1 to the lease agreement between the County of Inyo and SSW19, LLC of California for the real property described as 269 N. Main St., Bishop, formalizing a letter agreement allowing for the cessation of rent payments until the building is occupied by the County, and increasing the lease to include \$250,000 in additional rent to fully prepare the building for occupancy, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

**Agricultural
Commissioner –
Owens Valley Mosquito
Abatement Program
Workshop**

Agricultural Commissioner Nate Reade conducted a workshop on current mosquito control activities within the Owens Valley Mosquito Abatement boundaries and discussed the possibility of future coordination with local Tribal jurisdictions for abatement monitoring and treatments.

Natural Resource Specialist for the Bishop Paiute Tribe Tom Gustie answered questions regarding County assistance on Tribal lands in Bishop.

Chairperson Kingsley asked if there was anyone wishing to speak, and public comment was given by Environmental Director for the Lone Pine Paiute-Shoshone Tribe Mel Joseph and Environmental Director for the Fort Independence Paiute Tribe Sean Dahlberg.

The Board directed Ag Commissioner Reade to proceed with arranging meetings with all of the local Tribes to discuss future coordination efforts for abatement.

**CAO –
Tecopa Hot Springs
Conservancy Rate
Schedule Change**

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve new rates as requested by and to be charged by Tecopa Hot Springs Conservancy. Motion carried unanimously.

**CAO-Personnel –
Change in Authorized
Strength**

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to:

- A) Change the Authorized Strength in the Sheriff's Office by adding one (1) Sheriff's Community Relations Liaison at Range 78 (\$6,458 - \$7,847) and deleting one (1) Public Information Officer at Range 78 (\$6,458 - \$7,847); and
- B) Approve the Sheriff's Community Relations Liaison job description.

Motion carried unanimously.

Public Comment

Assistant Clerk of the Board Darcy Ellis informed Chair Kingsley that there was a remote public comment request for the Tecopa Hot Springs Conservancy item which had been missed during the earlier comment request due to connection issues.

Rose Colon said she would provide the feedback to Chairperson Kingsley at a later time.

**CAO-Information
Services –
OpenGov Permitting**

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

- A) Approve the purchase of the OpenGov software platform up to the amount of \$117,245, and authorize the County Administrator to sign respective agreements;

<i>Software Acquisition</i>	<p>and</p> <p>B) Approve the Memorandum of Understanding with the City of Bishop which addresses the sharing of costs associated with this joint software acquisition.</p> <p>Motion carried unanimously.</p>
<i>Closed Session</i>	<p>Chairperson Kingsley recessed open session at 12:17 p.m. for lunch and closed session with all Board members present.</p>
<i>Open Session</i>	<p>Chairperson Kingsley reconvened the meeting in open session at 1:37 p.m. with all Board members present.</p>
<i>Report on Closed Session</i>	<p>County Counsel Vallejo reported that the Board met under Item No. 6 and that no action was taken during closed session that is required to be reported. Vallejo indicated that the Board would meet again before the end of the meeting to finish discussion on this item.</p>
<i>Planning Department – Short-Term Rental Workshop</i>	<p>Planning Director Cathreen Richards provided a presentation and background information on short-term rentals in Inyo County and noted the current moratorium in place for new permits while staff addresses certain issues at the direction of the Board.</p> <p>Chairperson Kingsley asked if there was anyone wishing to speak and comment was given by David Tanksley, Randy Short, and Spencer McNeal.</p> <p>The Board discussed citizen concerns and complaints, enforcement issues, and the area caps proposed by Planning staff. Board members proposed various regulations and sought clarity on legal issues from County Counsel Vallejo. Supervisor Griffiths noted that the Board went through an extensive, widespread public outreach effort in 2018 when it adopted the initial short-term rental guidelines, and if the current Board wished to address the entire program – rather than focus on specific updates proposed by Planning – then the Board needed to launch another intensive public feedback effort. He also noted that the more micro-managing the County does and the more restrictions it imposes, the more people will want to avoid going through the legal permitting process. Because Inyo County’s code enforcement is a complaint-driven system, Board members recognized the need for citizens to file complaints of permit violations with the Planning Department and suggested that any complaints coming into the Sheriff’s Office be shared with Planning.</p> <p>After additional discussion, the Board directed staff to develop an ordinance capping short-term rentals at 3% throughout the county and requiring a renewal after 3 years or when the County institutes a business license, whichever comes first. Board members also asked that the ordinance prohibit all outdoor fires at rentals.</p>
<i>Public Comment</i>	<p>Chairperson Kingsley asked if there was any public comment pending for items not calendared on the agenda and comment was received from David Tanksley, Randy Short, Will Wadelton, and Josh Nicholson.</p>
<i>Board Member & Staff Reports</i>	<p>CAO Greenberg said he toured the Small Business Resource Center construction site and reminded attendees that there will be a Special Meeting tomorrow in the Board room in Independence for a Strategic Planning Workshop.</p> <p>Supervisor Griffiths said he attended a tour of the Small Business Resource Center and a Bishop City Council meeting and that he would be attending the Eastern Sierra Transportation Authority meeting on Thursday.</p> <p>Supervisor Kingsley said he attended a Great Basin Unified Air Pollution Control District meeting and will be attending a Candidates Forum in Tecopa on Thursday.</p>
<i>Closed Session</i>	<p>Chairperson Kingsley recessed open session at 3:37 p.m. to resume closed session with all Board members present.</p>
<i>Open Session</i>	<p>Chairperson Kingsley reconvened the meeting in open session at 4:28 p.m. with all Board members present.</p>

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item No. 6 and that no action was taken during closed session that is required to be reported.

Adjournment

The Chairperson adjourned the meeting in memory of Martin Leonard "Smiley" Connolly, at 4:29 p.m. to 9 a.m. Wednesday, January 10, 2024, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

DRAFT



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2024-30

Cancellation of Special Meeting Clerk of the Board ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Cancel the special meeting scheduled for Wednesday, February 7, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

This special meeting was originally scheduled in December to accommodate the second of two strategic planning workshops. It has since come to light that one of your Board members will be unable to attend on February 7. Given the nature of the discussions, it is preferable and important for the full Board to be present. Thus, staff requests your Board cancel this workshop so that it can tentatively be rescheduled to February 22.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Decline to cancel the meeting. This is not recommended because your full Board will not be able to attend on Feb. 7 and full Board attendance is desirable given the nature of the discussions.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Darcy Ellis	Created/Initiated - 1/10/2024
Darcy Ellis	Approved - 1/10/2024
John Vallejo	Approved - 1/11/2024
Nate Greenberg	Final Approval - 1/11/2024



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2023-4457

The Ferguson Group Contract Amendment / California State Association of Counties Grants Contract

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

RECOMMENDED ACTION:

A) Ratify Amendment No. 4 to the contract between the County of Inyo and The Ferguson Group (TFG), removing the Grant Services portion of the Scope of Work, reducing the monthly compensation from \$8,000 per month to \$5,000 per month effective January 1, 2024, removing travel reimbursement expenses, and extending the term end date from June 30, 2024 to June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and

B) Approve the three-way agreement between the County of Inyo and California State Association of Counties (CSAC) and The Ferguson Group (TFG) for the provision of Grant Services in an amount not to exceed \$50,000 for the period of February 1, 2024 - January 31, 2025, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

Since July 1, 2018, Inyo County has contracted with The Ferguson Group (TFG) to provide Federal Advocacy Services focused primarily on securing federal funding and grants for an array of public works and economic development projects. This relationship has been successful - each year, Inyo County submits several requests for appropriations earmarks and in many years the County receives funding well in excess of the annual cost of the TFG contract. Recent examples include \$205,000 for the Small Business Resource Center, \$2 million for the Bishop Airport Terminal, and \$19.48 million through the Federal Lands Access Program (FLAP) grant for Stateline Road.

TFG is now partnered with the California Association of Counties (CSAC) through the CSAC Grants Initiative to provide a suite of grant strategy and grant planning services meant to support counties in meeting their project funding goals each year. Working with TFG, County staff has developed a plan to divert funds from the existing grant portion of the TFG contract over to the CSAC Grants Initiative in order to take advantage of this broad suite of new grant support services. Under this new arrangement, our usual annual budgeted amount for the TFG contract will be split between TFG Federal Advocacy Services, which we will maintain at our current level, and the CSAC/TFG Grants Initiative, expanding access to an array of grant supports.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010202
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
This results in no additional budgeted costs.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the TFG Contract Amendment and the contract with CSAC for Grant Services. This is not recommended, as the suite of grant-related services that the County is purchasing through the CSAC contract exceeds the grant-related scope of services that were previously purchased directly through TFG, while the cost fits within the amount the County has budgeted annually for TFG.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. CSAC Grant Agreement Draft Contract 24.25
2. CSAC Grants Initiative - Revised and Signed MSA - with Exhibits A and B (002)
3. TFG Amendment #4

APPROVALS:

Meaghan McCamman	Created/Initiated - 1/10/2024
Darcy Ellis	Approved - 1/10/2024
Denelle Carrington	Approved - 1/10/2024
Amy Shepherd	Approved - 1/10/2024
Nate Greenberg	Final Approval - 1/11/2024

EXHIBIT C COUNTY AGREEMENT

The Ferguson Group (hereinafter referred to as “TFG”), the California State Association of Counties (hereinafter referred to as “CSAC”), and the County of Inyo (“County”) agree that TFG shall provide the Services specified herein pursuant to the terms and conditions of the Master Grant Services Agreement (“Master Agreement”) between CSAC and TFG dated June 1, 2023 and pursuant to the terms and conditions of this sub-agreement (“Agreement” or “County Agreement”).

WHEREAS, County is engaged in the provision of critical services to California residents, including, but not limited to, roads, health and human services, law enforcement, emergency services, and elections; and

WHEREAS, County would benefit from the capacity and expertise of TFG in pursuing federal and state funding opportunities to support the programs and services provided by the County to its residents; and

WHEREAS, TFG is qualified and capable of providing such services, which are set forth in Exhibit A to the Master Agreement; and

WHEREAS, the Master Agreement between CSAC and TFG provides the County is entitled to specified discounted services from TFG as set forth in Exhibit B of the Master Agreement.

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

I. Scope of Services

TFG shall provide the services for the Tier 1 Annual Service option, as specified under Grant Retainer Services in Exhibit B of the Master Agreement and detailed under Flat-Fee Service Options in Exhibit A.

II. Compensation and Schedule

- a. TFG will invoice CSAC for the services described in Section I at the rate set forth in the cost proposal provided to County by TFG, attached hereto, and set forth below. CSAC will invoice County and County agrees to be responsible for any and all fees, costs and expenses to CSAC by TFG for work performed on behalf of, or for the benefit of, County pursuant to this Agreement. Invoices will include basis for the amount invoiced, including a description of Services provided Except as provided in Paragraph B, County shall pay invoice within 30 days of receipt.
- b. The fee for the Tier 1 Annual Service option specified under Grant Retainer Services in Exhibit B of the Master Agreement shall be paid by County to CSAC in two installments, with 50% of the costs paid on January 15, 2024 and the remaining 50% paid on July 15, 2024.

III. COUNTY AND TFG CONCUR THAT THE FOLLOWING EXCLUSION SHALL APPLY

TFG will not perform any legal, engineering, or other similar professional services on behalf of County.

IV. CONDITIONS OF TERMINATION

Any party may terminate this Agreement at any time by giving the other parties at least thirty (30) days notice in writing of such termination. From and after said termination date as herein provided all further obligations for monthly fees and expenses to CSAC or TFG shall cease notwithstanding the contract amounts set out in Section II(A).

V. EFFECTIVE DATES

This Agreement shall take effect on January 15, 2024 and terminate on January 15, 2025. The parties may mutually agree in writing to extend the term of this Agreement.

VI. USE OF OWNERSHIP OF WORK PRODUCT

- a. As used in this agreement, the term “Work Product” means any and all deliverables or materials fixed in a tangible medium of expression, including software code, written procedures, written documents, abstracts and summaries thereof, or any portions or components of the foregoing created, written, developed, conceived, perfected or designed in connections with the Services provided under this Agreement.
- b. County shall retain all rights, title, and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements, and derivative works thereof, and TFG obtains no rights therein.

VII. INFORMATION PROVIDED BY OTHERS

- a. To the extent reasonably available to CSAC and/or County, and not otherwise subject to any confidentiality requirement, CSAC and/or County, upon TFG’s request, shall provide to TFG in a timely manner any information reasonably needed to perform the Services hereunder. TFG may rely on the accuracy of information provided by CSAC and County.

VIII. GENERAL PROVISIONS

- a. Relationship of Parties. The relationship of TFG and County is that of independent contractors. Nothing herein shall create any joint venture, partnership, or agency relationship of any kind between the parties. Neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.

Accordingly, TFG shall be responsible for payment of all taxes including federal, state, and local taxes arising out of its activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income taxes, Social Security taxes, unemployment insurance taxes, and any other taxes or business license fee as required. TFG shall comply with all applicable state and federal laws and requirements applicable to the services covered by this Agreement.



- b. Confidential Information. With the exception of information shared in the furtherance of fulfilling the Scope of Services outlined in this Agreement, TFG agrees that any information concerning the personal, financial, or other affairs of CSAC County will be treated by TFG in full confidence and will not be revealed to any other persons, firms, or organizations.
- c. Conflicts. If any of the Scope of Services requested by County are identified by TFG as creating a potential conflict of interest, TFG shall inform County of the potential conflict. If a potential conflict is identified by County, County shall inform TFG of the potential conflict. In case of a disagreement, County shall be the final judge of the existence of a conflict for the purposes of this Agreement. In the event that a conflict is identified, the parties shall endeavor to negotiate a resolution to the conflict. If mutually agreed upon, the third-party with whom the conflict exists may be a party to the negotiation for the resolution of the conflict.
- d. Copyrights. During the performance of this Agreement, TFG may create certain works for County that may be copyrighted under the laws of the United States. To the extent that any such works are created, TFG shall have the sole right to the copyright, unless otherwise agreed to in writing by CSAC, County and TFG.
- e. Title to Works, Trademarks, and Inventions Produced. It is understood and agreed that the entire right, title, and interest throughout the world to all works, trademarks, and/or inventions that are conceived of, prepared, procured, generated, or produced, whether or not reduced to practice, by TFG, either solely or jointly with others during the course of, in connection with, or as related to the performance of this Master Agreement, shall be and hereby are vested and assigned by County to TFG, unless otherwise agreed to in writing by County and TFG. County agrees to execute any and all documents prepared by TFG and to do all other lawful acts as may be required by TFG to establish, document, and protect such rights, unless otherwise agreed to in writing by County and TFG. This paragraph shall not apply to CSAC's registered trademark of its name and mark, and any use of TFG of CSAC's name or mark in anything produced by TFG as part of this Agreement shall not constitute an assignment of CSAC's registered trademarks to TFG.
- f. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.
- g. Execution and Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. All signed fax or electronically imaged counterparts to this Master Agreement shall be deemed as valid originals.
- h. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.
- i. Choice of Law. This Agreement shall be construed in accordance with the substantive law of the State of California. Any dispute between the parties shall be adjudicated in Superior Court in the County of Sacramento.



j. Notice. All notices and demands of any kind or nature that either party to this Agreement may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by certified mail, or by commercial overnight courier (e.g., Federal Express), with constructive receipt deemed to have occurred three (3) calendar days after the mailing or sending of such notice, to the following addresses:

If to CSAC: Attn: Graham Knaus
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
gknaus@counties.org
(916) 600-3455

If to TFG: Attn: Kristi More
The Ferguson Group
1901 Pennsylvania Ave. NW, Suite 700
Washington, D.C. 20006
kmore@tfgnet.com
(202) 454-3950

If to County: Nate Greenberg
County of Inyo
PO Drawer N
Independence, CA 93526
ngreenberg@inyocounty.us
(760) 937-1209

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

THE FERGUSON GROUP, L.L.C	CALIFORNIA STATE ASSOCIATION OF COUNTIES
Signature:	Signature:
W. ROGER GWINN Chief Executive Officer	GRAHAM KNAUS, Chief Executive Officer
Date:	Date:



COUNTY OF INYO	COUNTY OF INYO
Signature:	Signature:
Date:	Date:



**MASTER GRANT SERVICES AGREEMENT BETWEEN
CALIFORNIA STATE ASSOCIATION OF COUNTIES
AND THE FERGUSON GROUP, LLC**

This Master Grant Services Agreement (“Master Agreement”) is made and entered into this 1st day of June 2023 by and between the California State Association of Counties (hereinafter referred to as "CSAC") and The Ferguson Group, L.L.C. (hereinafter referred to as "TFG"), and replaces the previous Master Services Agreement entered into on the 16th of March, 2023.

WHEREAS, California counties (“Counties”) are engaged in the provision of critical services to California residents, including, but not limited to, roads, health and human services, law enforcement, emergency services, and elections; and

WHEREAS, Counties have different types and levels of administrative, staffing, budgetary, and other institutional resources for providing services, as well as different strategic goals and policy challenges, making Member needs wide-ranging and locally specific; and

WHEREAS, Counties lack sufficient capacity and expertise to pursue federal and state funding opportunities to support their wide-ranging and locally specific needs; and

WHEREAS, TFG is qualified and capable of providing such services.

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

I. OBLIGATIONS OF THE FERGUSON GROUP

- a. CSAC engages TFG to provide the services and related tasks (“Services”) outlined in Exhibit A for itself and CSAC Members to utilize. In addition, TFG agrees to provide Services to CSAC and Participating Members pursuant to one or more sub-agreements (“County Agreements”) substantially in the form attached hereto as Exhibit C. The Services performed by TFG under County Agreements shall be based upon the price terms listed in Exhibit B. As required by the August 15, 2022 agreement between CSAC and TFG, the services made available to Participating Members shall be provided at a 20 percent discounted rate, with 50 percent of the discount to the Participating Member and 50 percent to CSAC.
- b. Each County Agreement shall specify the tasks and assignments, from among the Services, to be performed by TFG. Each County Agreement may include a cap for all payments for Services performed under the County Agreement and a time schedule for completion of the Services.
- c. “CSAC Member” means all members of good standing in CSAC and is used in this Master Agreement to reference services that are available to Counties without a need to enter into any separate County Agreement. Any County electing to participate in any County Agreement is referred to herein as the “Participating County.” No County Agreement may be amended except by written agreement executed by TFG, CSAC, and the Participating County.



II. OBLIGATIONS OF THE CALIFORNIA STATE ASSOCIATION OF COUNTIES

- a. CSAC shall pay TFG for Services in accordance with the terms of this Master Agreement and the applicable County Agreement. TFG is not authorized to perform any Services or incur any costs whatsoever until a County Agreement has been executed by both CSAC and TFG as well as the Participating County.
- b. TFG shall submit all invoices to CSAC. Invoices delivered to CSAC shall be sent to 1100 K Street, Suite 101, Sacramento, CA 95814. In addition to any specific requirements in a County Agreement, each invoice from TFG shall include the following:
 - i. A reference number assigned by CSAC for invoices under this Master Agreement;
 - ii. Name of each Participating County that has received Services for which the invoice is being issued by TFG;
 - iii. The basis for the amount invoiced, including a description of Services provided and an itemization of the 10 percent discount CSAC receives as a result of each Participating County agreement (i.e., CSAC's 50 percent of the 20 percent discounted rate as set forth in the August 15, 2022 agreement between CSAC and TFG) ; and
 - iv. Any additional information as determined by CSAC and communicated to TFG at least fifteen (15) days notice in writing.
- c. CSAC shall make payments to TFG on all invoices within 30 days of receipt of funds from Participating Counties.

III. CSAC AND TFG CONCUR THAT THE FOLLOWING EXCLUSION SHALL APPLY

- a. TFG will not perform any legal, engineering, or other similar professional services on behalf of CSAC.

IV. CONDITIONS OF TERMINATION

- a. Either party may terminate this Master Agreement at any time by giving the other at least thirty (30) days notice in writing of such termination. From and after said termination date as herein provided all further obligations for monthly fees and expenses to TFG shall cease notwithstanding the contract amounts set out in Section II(A).

V. EFFECTIVE DATES

- a. This Master Agreement shall take effect on June 1, 2023 and terminate on December 31, 2024. The parties may mutually agree in writing to extend the term of this Agreement.
- b. No County Agreement shall be executed pursuant to this Master Agreement if the time or deadline for performance thereof extends beyond the then-applicable expiration date of the Master Agreement.

VI. USE OF OWNERSHIP OF WORK PRODUCT



CSAC Grants Initiative

- a. As used in this agreement, the term “Work Product” means any and all deliverables or materials fixed in a tangible medium of expression, including software code, written procedures, written documents, abstracts and summaries thereof, or any portions or components of the foregoing created, written, developed, conceived, perfected or designed in connections with the Services provided under this Master Agreement.
- b. CSAC and the Participating Counties shall retain all rights, title, and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements, and derivative works thereof, and TFG obtains no rights therein.

VII. INFORMATION PROVIDED BY OTHERS

- a. To the extent reasonably available to CSAC and/or the Participating Counties, and not otherwise subject to any confidentiality requirement, CSAC and/or the Participating Counties, upon TFG’s request, shall provide to TFG in a timely manner any information reasonably needed to perform the Services hereunder. TFG may rely on the accuracy of information provided by CSAC and Participating Counties.

VIII. GENERAL PROVISIONS

- a. Relationship of Parties. The relationship of TFG and CSAC to each other is that of independent contractors. Nothing herein shall create any joint venture, partnership, or agency relationship of any kind between the parties. Neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other’s monetary credit in conducting any activities under this Master Agreement.

Accordingly, TFG shall be responsible for payment of all taxes including federal, state, and local taxes arising out of its activities in accordance with this Master Agreement, including by way of illustration but not limitation, federal and state income taxes, Social Security taxes, unemployment insurance taxes, and any other taxes or business license fee as required. TFG shall comply with all applicable state and federal laws and requirements applicable to the services covered by this Master Agreement.

- b. Confidential Information. With the exception of information shared in the furtherance of fulfilling the Scope of Services outlined in this Master Agreement, TFG agrees that any information concerning the personal, financial, or other affairs of CSAC or its members will be treated by TFG in full confidence and will not be revealed to any other persons, firms, or organizations.
- c. Conflicts. If any of the Scope of Services requested by CSAC are identified by TFG as creating a potential conflict of interest, TFG shall inform CSAC of the potential conflict. If a potential conflict is identified by CSAC, CSAC shall inform TFG of the potential conflict. In case of a disagreement, CSAC shall be the final judge of the existence of a conflict for the purposes of this Master Agreement. In the event that a conflict is identified, the parties shall endeavor to negotiate a resolution to the conflict. If mutually agreed upon, the third-party with whom the conflict exists may be a party to the negotiation for the resolution of the conflict.
- d. Copyrights. During the performance of this Master Agreement, TFG may create certain



CSAC Grants Initiative

works for CSAC that may be copyrighted under the laws of the United States. To the extent that any such works are created, TFG shall have the sole right to the copyright, unless otherwise agreed to in writing by CSAC and TFG.

- e. Title to Works, Trademarks, and Inventions Produced. It is understood and agreed that the entire right, title, and interest throughout the world to all works, trademarks, and/or inventions that are conceived of, prepared, procured, generated, or produced, whether or not reduced to practice, by TFG, either solely or jointly with others during the course of, in connection with, or as related to the performance of this Master Agreement, shall be and hereby are vested and assigned by CSAC to TFG, unless otherwise agreed to in writing by CSAC and TFG. CSAC agrees to execute any and all documents prepared by TFG and to do all other lawful acts as may be required by TFG to establish, document, and protect such rights, unless otherwise agreed to in writing by CSAC and TFG. This paragraph shall not apply to CSAC's registered trademark of its name and mark, and any use of TFG of CSAC's name or mark in anything produced by TFG as part of this Agreement shall not constitute an assignment of CSAC's registered trademarks to TFG.
- f. Assignment. This Master Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.
- g. Execution and Counterparts. This Master Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. All signed fax or electronically imaged counterparts to this Master Agreement shall be deemed as valid originals.
- h. Severability. All provisions of this Master Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Master Agreement shall remain in full effect.
- i. Choice of Law. This Master Agreement shall be construed in accordance with the substantive law of the State of California. Any dispute between the parties shall be adjudicated in Superior Court in the County of Sacramento.
- j. Notice. All notices and demands of any kind or nature that either party to this Master Agreement may be required or may desire to serve upon the other in connection with this Master Agreement shall be in writing and may be served personally, by certified mail, or by commercial overnight courier (e.g., Federal Express), with constructive receipt deemed to have occurred three (3) calendar days after the mailing or sending of such notice, to the following addresses:

If to CSAC:

Attn: Graham Knaus
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
gknaus@counties.org
(916) 600-3455



CSAC Grants Initiative

If to TFG:

Attn: Kristi More
The Ferguson Group
1901 Pennsylvania Ave. NW, Suite 700
Washington, D.C. 20006
kmore@tfqnet.com
(202) 454-3950

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Master Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

THE FERGUSON GROUP, L.L.C.

CALIFORNIA STATE ASSOCIATION OF
COUNTIES



W. ROGER GWINN
Chief Executive Officer

GRAHAM KNAUS
Chief Executive Officer

June 1, 2023

DATE

June 1, 2023

DATE



EXHIBIT A SCOPE OF SERVICES TO BE PROVIDED

Services not expressly set forth in this Exhibit A are excluded. Services under this Master Agreement include grant research, consulting, and writing services requested by CSAC or a Participating County for federal, state, and private grant funding. Specific services are outlined below:

CSAC-Funded Services for All Counties

The following are available to CSAC Members as base services and do not require a County Agreement:

Weekly Grants Updates and Grant Alerts

TFG will publish grant alerts on priority state and federal grants as they are noticed or published. On high-priority grants or those with a short turnaround, TFG will distribute alerts regarding grant opportunities before their official release. The Weekly Grants Update will provide CSAC Members with a recap of grant solicitations that were published that week to ensure funding opportunities are not missed.

Database of Successful Grant Applications

TFG shall make available a database of over 1500 successful grant applications from a variety of programs to help inspire and guide the preparation of successful grant submissions. Reviewing past applications also allows TFG grant experts to identify trends in funded projects that can help frame how to present a project in a future application under the program. CSAC Members will have full access to the database and can work with TFG grants experts to view and utilize successful grant applications on their own.

Library of Grant Funding Guides and Grant Profiles

CSAC Members will have access to TFG's Library of Grant Funding Guides and individual Grant Profiles and Summaries. Each Funding Guide provides an overview of grant programs and relevant information such as funding levels, match requirements, eligible applicants, and use of funds in a specific issue area.

TFG's Grants Library also includes a robust database of grant profiles and summaries that provide the key information you need to match a program with your needs and build a winning grant proposal. Grant Profiles and Summaries present the information included in the grant solicitation in an easy-to-follow manner and augment it with additional background information on the program and the types of projects funded in the past.

Project Funding Portal

CSAC Members will have access to a CGI specific Project Funding Idea Portal. The portal will provide CSAC Members with an efficient way to submit baseline information regarding a project to initiate the process of determining if a project is grant eligible, ready to compete for grant funding as well as identifying potential grant funding sources. The portal will also allow County staff to request information on general grant research topics.

Flat-Fee Service Options for Participating Counties

The TFG grant services outlined below are available to Participating Counties at their request through the execution of a County Agreement, and are in addition to the base services identified



above. The bundled pricing—which is offered at a 20% discount, with half of the discount supporting CSAC program costs and half of the discount providing direct savings to Participating Counties—is customizable to fit each Participating Counties' needs.

Grant Consulting

Grants Team – Participating Members will have access to TFG's dedicated team of grant experts to explore project ideas, vet available programs and funding opportunities, and develop a strategic plan to prepare projects for grant applications.

Project Development and Readiness – TFG grants team will provide strategic advice on how to get County projects grant ready. Working with County staff, TFG will work to shape or reshape a project for funding consideration, including identifying background and technical information needed to support the grant application, and matching project goals with funding agency priorities. A list of actionable steps will be produced outlining the tasks needed to be taken to ensure a project is grant ready, including what documents the County will need to have ready and where TFG can support the County in the preparation of the application.

Grant Debriefs – TFG staff will help guide counties through the grant debrief process and set up consultation with the funding agency to put future applications in the best position to effectively compete in the next solicitation.

Grant Editing and Review – TFG staff will review grant applications prepared internally by County staff or other outside consultants against the funder's requirements, suggest content edits, and provide recommendations on how to improve narratives before they are submitted.

Grant Strategy Development

Needs Assessments and Strategic Grant Outlook – TFG will meet with County staff and/or officials to discuss ongoing projects, primary issue areas, and future needs that may benefit from grant funding. These meetings can either be conducted virtually or, if preferred, in-person. TFG will closely identify, forecast, and monitor relevant funding opportunities that meet identified specific needs. Our Strategic Grant Outlook also allows your staff to know what is on the horizon and be prepared when a notice of funding availability is announced.

Custom Project Specific Grant Research and Funding Strategy – TFG will conduct grant research on the federal, state, and foundation levels and will create a customized funding strategy geared to support a project. Project Specific Funding Strategies will provide counties with relevant grant information, as well as recommendations on funding opportunities to target, specifically tailored to the project and the community. Grant research will not only look at open, available programs, but will also focus on grant programs expected to be released in the future.

Grant Tracking

Monthly Grant Update Meeting – TFG experts will host monthly grant update calls with County staff to discuss grant strategy and provide an update on grant project and application status.



CSAC Grants Initiative

Grant Tracking – Monthly, TFG will provide counties with a customized grant tracking report that provides the following information: a list of upcoming grants (90-day outlook); a recap of grant notifications sent to the County in the prior month; a summary of grant research, reports, and other relevant information sent to the County in the prior month; a summary of grant applications submitted in the prior month; and a list of grant topics of interest monitored on behalf of County. Finally, to assist counties with longer term grant planning efforts, TFG will produce a grant calendar providing a full twelve-month outlook for key grants of interest to the County.

Grant Writing

Start to Finish Grant Writing – TFG grant writers will work with counties to take grant project ideas from the start of the application to submission including filling out federal forms and crafting persuasive and compelling grant narrative and corresponding budgets. While grant writing services do not include the development of technical documents needed to support a grant application, including but not limited to modeling, Benefit Cost Analysis, engineering, environmental review, or Community Benefit Plan, TFG will work with the County to identify resources to ensure these elements are completed.

Grants Training

Grants Training – TFG can train County staff on grant application processes and help improve the quality of grant proposals. We can provide individual training or training for larger groups depending on the County's specific needs.



**EXHIBIT B
COMPENSATION SCHEDULE AND HOURLY FEES**

As applicable, TFG will provide a tailored cost proposal to CSAC or a Participating Member(s) that elects to participate in a County Agreement for Services that reflects the level of effort required to draft or develop all required elements of a specific grant. Such proposals will be based on the following pricing:

Grant Retainer Agreements

The agreements below are designed to offer CSAC Members access to bundled tiers of complementary and flexible services, with the goal of providing more than task-oriented support and helping build grant-related plans, strategies, and capacities. Pricing for the agreements is thus holistic and offers a broader and deeper level of value than the a la carte menu.

	Tier 1 \$50,000/year	Tier 2 \$100,000/year	Tier 3 \$250,000/year	Tier 4 \$500,000/year
CSAC-Funded Base Grant Services	✓	✓	✓	✓
Grant Consulting	140 hours annually	280 hours annually	660 hours annually	1500 hours annually
Grant Strategy Development	1 Needs Assessment or 3 projects	1 Needs Assessment <u>plus</u> 3 projects	1 Needs Assessment <u>plus</u> 6 projects	1 Needs Assessment <u>plus</u> 10 projects
Grant Tracking	✓	✓	✓	✓
Grant Writing	See a la carte pricing	4 small to 1 large grant	8 small to 2 large grants	16 small to 4 large grants
Grant Training	1 training	1 training	3 trainings	Custom

A La Carte Grant Writing Services

The grant writing services and other a la carte services below are offered to CSAC Members to identify and complete specific tasks, in contrast to the much broader and more holistic bundles identified as retainer agreements above. If a CSAC Member or Participating Member is interested in a la carte services, TFG will provide a tailored cost proposal that reflects the level of effort required to draft the narrative and non-narrative elements such as forms, budgets, logic models, Benefit Cost Analysis, and Community Benefit Plans. Exceptions do occur based on the complexity of the grant application, but costs will remain in line with the pricing guidelines outlined below.



CSAC Grants Initiative

Type of Grant	Narrative Page Length	Approximate Average Cost	10% CSAC Member Discount Cost
Small, well-defined request	6-10	\$6,000	\$5,400
Small, full grant application	11-15	\$10,000	\$10,260
Medium, full grant application	16-20	\$18,000	\$15,660
Large state or national foundation or medium federal grant	21-25	\$21,600	\$19,440
Large federal grant application	26-30	\$25,200	\$22,680
Large, complex or technical grant	Varied	Custom	Custom

Note that the complexity of grant applications varies widely and prices are thus subject to change based on each situation. Last minute emergency grant writing requests, for example, are subject to a 15 percent markup. Batch requests for grant services across multiple applications are also subject to additional discounts of 10 to 25%, depending on the circumstances.

A La Carte Non-Grant Writing Services

Below are the prices for a la carte non-grant writing services, which are available to CSAC Members and Participating Members at a discounted rate (as indicated in the far right column):

	Price	10% CSAC Discount Cost
Custom Project Specific Funding Strategy	\$5,000/guide	\$4,500/guide
Grant Writing	See grant writing table or hourly rate	See grant writing table or hourly rate
Needs Assessment and Strategic Grant Outlook	\$15,000	\$13,500
Grant Advocacy	\$350/hour	\$315/hour
Grants Research, Editing, and Review	\$220/hour	\$198/hour
Grants Training	\$3,500/session	\$3,150/session

Services-Related Expenses

TFG's fees include all direct labor, overhead (including general and administrative expenses), other direct costs, subcontractor costs, fixed fees, miscellaneous incidental services, and all applicable taxes.

While TFG usually works virtually, if CSAC or a Participating Member(s) prefers an on-site meeting, estimated travel time and expenses will be billed in advance. All travel must be preapproved in writing by CSAC or the applicable Participating Member(s). For public agencies, CSAC shall not reimburse TFG for travel, food, and related costs in excess of those permitted by the Internal Revenue Service.



**AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Ferguson Group, LLC (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 26, 2018, on County of Inyo Standard Contract No. 119, for the term from July 1, 2018 to June 30, 2021.

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

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

County and Contractor hereby amend such Agreement as follows:

1. **Paragraph 3. A. Compensation** is amended to read as follows:

"From July 1, 2018 through January 31, 2024, County shall pay to contractor the sum of eight thousand (\$8,000) dollars per month for the performance of all of the services and completion of work described in Attachment A on a monthly basis. Effective January 1, 2024 through June 30, 2025 County shall pay to contractor the sum of five thousand (\$5,000) dollars per month for the performance of all of the services and completion of work described in Attachment A on a monthly basis. "

2. **Paragraph 3. B. Travel and per diem.** is amended to read as follows:

"Contractor will not be reimbursed for travel expenses and per diem. Any such costs are covered by the compensation set forth in Paragraph 3.A."

3. **Paragraph 3.D. Limit Upon Amount Payable under Agreement** is amended to read as follows:

"The total sum of all payments made by the County to Contractor for services and work performed under this Agreement in fiscal year July 1, 2023-June 30, 2024, including incidental expenses, if any, shall not exceed eighty three thousand dollars (\$83,000); and the total sum of all payments made by the County to Contractor for services and work performed under this agreement in the next fiscal year July 1, 2024-June 30, 2025, including incidental expenses, if any, shall not exceed sixty thousand dollars (\$60,000); hereinafter referred to as the contract limits. County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the applicable contract limit."

[CONTINUED ON NEXT PAGE]

**AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND THE FERGUSON GROUP, LLC
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

4. **Attachment A – Scope of Work** is amended as follows:

B. Contractor’s Proposal dated June 11, 2018 –upon the effective date of this Amendment Number 4, TFG will no longer be providing the Grant Services portion of the proposal starting on page 18 of their proposal. All other services listed in the proposal will continue.

5. The effective date of this Amendment to the Agreement is January 1, 2024.

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

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

____ DAY OF _____, _____.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO PERSONNEL REQUIREMENTS:

County Counsel

Director of Personnel Services

APPROVED AS TO ACCOUNTING FORM:

APPROVED AS TO RISK ASSESSMENT:

County Auditor

County Risk Manager



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2024-9

Changes to the Minimum Qualifications for the Social Worker IV Position County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Approve the change to the minimum qualifications of the Social Worker IV position, consistent with the attached Job Description.

BACKGROUND / SUMMARY / JUSTIFICATION:

Merit System Services (MSS) Program intends to revise the classification specification for the Social Worker IV utilized by Interagency Merit System (IMS) counties to include language that will allow candidates to participate in the selection process prior to meeting the minimum qualifications (MQs) of the classification.

The Social Worker IV classification requires a master’s degree for all patterns of the MQs. As part of the merit process, candidates are required to meet the MQs as listed on the specification at the time of application unless an early entry exception is explicitly stated on the specification. MSS is required to ensure consistent and fair application of minimum qualifications across all counties who use the class specification, and unable implement exceptions or requirements that are not included within the specification. Failure to ensure consistent and fair application could result in appeals, cancelled recruitments, illegal appointments, and even litigation. After review of the current MQs and discussion with several IMS counties, MSS has identified the recruitment and retention barriers posed by the MQs as currently written. As such, MSS has determined that allowing candidates who are within six months of meeting the MQs for the Social Worker IV classification to participate in the selection process would provide additional recruitment options for IMS counties who are facing critical staffing needs.

MSS is proposing to add the following text to the Social Worker IV classification specification:

“Candidates who are within six months of satisfying the education requirement for this classification will be admitted to the examination, but they must complete the education requirement and provide evidence of graduation prior to appointment.”

The Social Worker IV is a servicewide classification used by multiple IMS counties. In order to revise the classification specification, MSS must receive certification and approval of the updated language from all counties who utilize the classification.

FISCAL IMPACT:

Funding Source	No funding associated with this agenda item.	Budget Unit	
Budgeted?		Object Code	
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this, but this is not recommended as it would affect the ability of CalHR to make this change, affecting all Merit System Counties.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Proposed Revisions - Social Worker IV

APPROVALS:

Keri Oney	Created/Initiated - 1/3/2024
Darcy Ellis	Approved - 1/4/2024
John Vallejo	Approved - 1/4/2024
Nate Greenberg	Final Approval - 1/10/2024



SOCIAL WORKER IV A/B **(Proposed change in blue)**

CLASSIFICATION DEFINITION

Under general direction, the Social Worker IV A/B performs casework of an advanced nature dealing with complex individual and family problems; undertakes intensive treatment plans and counseling requiring professional knowledge and training; performs other related work as assigned.

Social Worker IV A/B requires a Master's degree and social work case management experience in a public or private social services agency. This is the highest non-supervisory level in the series. Incumbents perform casework requiring the application of high level and sophisticated social services expertise and techniques, generally in areas such as adult and child protective services.

The MQ patterns of the SW IV-B mirror the patterns for the SW IV-A. The distinguishing difference is that the SW IV-B requires one additional year of experience from what is required for the SW IV-A.

Social Worker IV differs from the next higher class of Social Worker Supervisor I in that the latter is the first supervisory level. Social Worker IV differs from Social Worker III in that the latter does not require both a Master's degree and qualifying experience.

SUPERVISION EXERCISED AND RECEIVED

Social Worker IV A/B receives supervision from a Social Worker Supervisor or other higher-level supervisor or manager pursuant to California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 31 regulations (31.070). A Social Worker IV A/B may provide lead direction to lower level Social Workers or service employees.

TYPICAL DUTIES

Duties may include, but are not limited to, the following:

- Performs case studies for the purpose of assessing problems and determining appropriate types and methods of treatment.
- Develops intensive long or short-term treatment plans, which require a comprehensive fund of professional knowledge with the aim of improving or restoring individual or family functioning.
- Ensures all services are delivered in a respectful, culturally sensitive and appropriate manner and in conformance with agency, state and federal requirements.
- Acts as a casework consultant to staff members without professional training.
- Functions at a highly skilled level in such areas as counseling, protective services, medical social work, family services, community organization and research.

Merit System Services

- May perform the following specific types of counseling: marital, family inter-relationship, protective services for children or adults incapable of self-care.
- Investigates and provides services to children where their physical or emotional welfare is involved such as cases of neglect, abuse, emotional or behavioral problems, physical or mental disabilities, or other health conditions involving a child's personality; unmarried parenthood; conflict in parent-child relationships; lack of proper guardianship of a child; problems in school or community relationships; inadequate child care arrangements by working parents or the absence of one parent from the home and its effects on the stability of the child's home.
- Receives reports of children, dependent adults and elderly abuse; investigates allegations by conducting interviews with victims and others; assesses situations to protect vulnerable adults and children and recommends, implements and monitors alternate placement, may remove children from unsafe situations; may provide information to law enforcement or district attorneys; may be required to work on-call; may testify in court; supports witnesses and victims who must testify in court.
- Assesses prospective foster and adoptive parents; matches children with adoptive/foster parents, and counsels foster and adoptive families.
- Refers clients to other staff members or to community resources for direct and intensive services and specialized counseling; advocates on clients behalf for most appropriate services including enabling services.
- Coordinates and directly monitors family visitations to assess progress toward the case plan goals.
- Interprets and explains rules, regulations and policies to clients and applicants.
- Maintains casework records and handles relevant correspondence.
- Develops and prepares court report, case plans, case narratives and safety plans in automated computer systems.
- Operates a personal computer and other office equipment; enters and retrieves data and narratives from automated computer systems.
- Prepares and maintains case records and databases; communicates decisions, timelines, recommendations, and case plans to clients, families, and service providers.
- Communicates effectively with clients and others in writing, in person, and over the telephone.
- Analyzes data, interprets directions, procedures and regulations, and develops appropriate responses.
- Performs job duties under stressful conditions and emergency situations.
- Responds appropriately to situations.
- Maintains confidential information in accordance with legal standards and/or County regulations; performs all duties in conformance with the National Association of Social Workers (NASW) Code of Ethics.
- Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

- Principles and practices of organization, workload management, and time management.
- Principles and practices of note taking, report writing, English composition, grammar, punctuation, and spelling.
- Phone etiquette and interview techniques.
- Principles and practices of counseling, bio-psychosocial assessments and therapy
- Physical and mental health principles and the impact on the personality.
- Local socio-economic conditions, trends, and current problems and methodology in the field of public social services.
- Basic principles and techniques of interviewing and recording the social casework.
- Laws, rules, and regulations governing the operation of the public welfare agency and the role and responsibilities of a social worker.
- Community organizations and social problems calling for the use of public and private community resources.
- Basic principles involved in the nature, growth and development of personality, and in-group processes.
- Basic principles of individual and group behavior.
- Current issues in the field of social welfare.
- Principles of analysis and problem-solving methodology.
- Basic public welfare programs on the Federal, State, and local level.
- General principles of public assistance policies and programs.
- Medical, legal, economic, and social management needs of individuals and families with special medical needs such as HIV disease, drug dependency, the medically fragile child, Alzheimer's, and the terminally ill.
- Strategies and protocols surrounding crisis intervention techniques such as voice modulation and assessing the potential for suicide.
- Psychopathology, the different types of mental illness diagnoses, how mental illness affects human behavior and mental health services and treatments utilized by clients.
- Signs, stages and dynamics of abuse, and the effects of abuse on child/adult development and behavior.
- Signs and symptoms of alcohol and drug use/abuse in adults and children and the effects on families.
- Standards for maintaining clients safely in home; options for placement; effects of removing clients from unsafe situations.

Ability to:

- Apply the principles of child psychology and family relationships.
- Evaluate personal psychological factors in the child and/or family's situation.
- Recognize signs of abuse for children, the elderly and dependent adults; assess risk factors and potential dangers to clients.

- Act effectively in stressful situations.
- Demonstrate skill in the more difficult casework areas.
- Accept and use consultative supervision.
- Analyze situations and adopt effective courses of action.
- Apply existing laws, rules and regulations to welfare department operations and interpret and explain to the applicant, recipient, or others public social services programs, policies, rules and regulations.
- Develop skill in interviewing, case recording and interpretation.
- Interact professionally and respectfully with clients including difficult, hostile, or distressed clients.
- Respect cultural differences.
- Work constructively within a community setting and effectively use appropriate resources and services.
- Understand and learn the agency programs, policy and procedures.
- Obtain and recognize relevant and significant facts.
- Organize and maintain work detail.
- Relate and work well with agency staff, clients, and others.
- Communicate effectively, both orally and in writing.
- Establish and maintain client rapport on an individual basis.
- Maintain confidentiality in accordance with legal standards and/or county regulations.
- Use computers and related software.
- Establish and maintain cooperative working relationships with agency staff, clients, and outside organizations.

MINIMUM QUALIFICATIONS (Education and/or Experience)

Social Worker IV A

Pattern 1: A Master's degree in Social Work from an accredited college or university;

OR

Pattern 2: A Master's degree from an accredited two (2) year counseling program*;

*Qualifying counseling degrees from a two (2) year counseling program includes: Marriage and Family Therapy, Clinical Counseling, Mental Health Counseling, Addiction Counseling, Gerontology, Counseling Psychology.

OR

Pattern 3: One (1) year of full-time experience performing advanced journey (equivalent to a MSS SW III) level social work case management as a Social Worker in a public or private agency and Master's degree in social or behavioral science, psychology, anthropology, sociology, or counseling education.

Social Worker IV B (This level is for candidates with a Master's degree and experience. Experience during an internship does not count at this level).

Pattern 1: A Master's degree in Social Work from an accredited college or university and one (1) year of full-time experience performing social work case management as a Social Worker in a public or private agency;

OR

Pattern 2: A Master's degree from an accredited college or university two (2) year counseling program* and one (1) year of full-time experience performing social work case management as a Social Worker in a public or private agency;

*Qualifying counseling degrees from a two (2) year counseling program includes: Marriage and Family Therapy, Clinical Counseling, Mental Health Counseling, Addiction Counseling, Gerontology, Counseling Psychology.

OR

Pattern 3: Two (2) years of full-time experience performing advanced journey (equivalent to a MSS SW III) level social work case management as a Social Worker in a public or private agency and Master's degree in social or behavioral science, psychology, anthropology, sociology, or counseling education.

Candidates who are within six months of satisfying the education requirement for this classification will be admitted to the examination, but they must complete the education requirement and provide evidence of graduation prior to appointment.

SPECIAL REQUIREMENT

Some positions may require possession of special language and culture skills as a bona fide qualifications standard. In these cases, candidates must demonstrate that they possess the required skills.

DRIVER LICENSE REQUIREMENT

Some positions in this classification may require possession of a valid California driver's License. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

History

Date Established: 1/22/76

Merit System Services

Date Revised: 7/1/03

Date Revised: 11/7/07

Date Revised: 1/17/14

Date Revised: 1/19/17 to add language to reflect supervision requires of Division 31 Regs

Date Revised: 3/13/17 to add on-call language



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2024-23

Change Authorized Strength and Approve Job Description for Code Compliance Inspector

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

- A) Change the Authorized Strength in Administration by deleting one (1) Code Enforcement Officer at Range 68 (\$5,099 - \$6,195);
- B) Change the Authorized Strength in the Planning Department by adding one (1) Code Compliance Inspector at Range 68 (\$5,099 - \$6,195);
- C) Approve the Code Compliance Inspector job description; and
- D) Approve the removal of the Code Enforcement Officer from Resolution No. 2023-41 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms and Conditions of Employment for Management and Non-represented Employees Employed in the Several Offices or Institutions of the County of Inyo," and recognize the Code Compliance Inspector as an Inyo County Employees Association represented position.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County Code Compliance position has been authorized in Administration and reporting to the CAO/Assistant CAO for the past several years. As the volume of code compliance issues increase and individual code complaints become more complex, the Code Compliance position has begun working closely in coordination with several County Departments, including Planning, Building and Safety, Environmental Health, and County Counsel. In coordinating with these Departments, it's been determined that the Code Compliance position would be more effectively situated directly within the Planning Department and benefiting from the technical expertise and oversight of the Planning Director, while continuing to work closely with Administration, County Counsel, Building and Safety and Environmental Health.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	023800
Budgeted?	Yes	Object Code	Salaries & Benefits
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			

There is no additional fiscal impact. This position is included in the FY 2023/2024 budget, but will transfer to the Planning Department budget.

Future Fiscal Year Impacts

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the requested change in Authorized Strength. However, this is not recommended as the needs of the County have changed, and not taking this action now would limit the ability to hire and manage this position as needed, as well as impact our ability to respond to complaints from the community. Administration would maintain its current structure if this request is not approved.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Code Compliance Inspector Job Description

APPROVALS:

Keri Oney	Created/Initiated - 1/10/2024
Cathreen Richards	Approved - 1/10/2024
Darcy Ellis	Approved - 1/11/2024
Nate Greenberg	Final Approval - 1/11/2024



CODE COMPLIANCE INSPECTOR

DEFINITION: Under the general supervision of the Planning Director or designee, performs a variety of office and fieldwork to ensure compliance with the Inyo County Code related to: zoning, building, health and safety, community nuisances, property maintenance including landscaping, accessory structures and storage, short-term rentals, cannabis businesses, signs, and other related areas, provides information on County code to homeowners, businesses and community groups to enhance and preserve the quality of neighborhoods and businesses, and performs associated work as required.

SUPERVISION EXERCISED: No supervision exercised.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

- Understands and maintains integrity of Code Compliance process by taking responsibility and accountability for completion of Inyo County Code Title 22 procedures.
- Respond with sensitivity to public complaints regarding possible infractions to the County Code and clearly explain the requirements and procedures to submit such complaints.
- Responds to public inquiries and public nuisance abatement complaints and answers questions related to County code enforcement activities by researching, interpreting, and explaining policies and regulations.
- Analyzes, recommends, and communicates appropriate solutions to problems.
- Addresses customer complaints and schedules site visits.
- Deals effectively, courteously, and productively with customers, some of whom may be angry or upset.
- Works closely with homeowners, landlords, tenants, businesses, and community groups to help maintain stable neighborhood relationships through outreach, education and code enforcement activities.
- Coordinates inspections and dispositions of cases with various County departments.
- Works on a team with representatives from Administration, County Counsel, Building and Safety, Public Works, Environmental Health, Planning, and other relevant Departments.
- Investigates complaints regarding violations to the county code.
- Prepares and issues notices of violation per the timelines set out in Title 22 of the Inyo County Code.
- Assists and supports property owners in comprehending possible code violations and in making the necessary changes to achieve voluntary code compliance.
- Takes appropriate actions to ensure compliance, in coordination with other County Departments, if efforts for voluntary compliance are not successful.
- Interacts with several county departments and other jurisdictions/regulatory agencies, as appropriate, to implement applicable ordinances, codes, laws, rules, and regulations.

- With the assistance of County Counsel, prepares case information and presents evidence at appeal hearings and other legal proceedings
- Explain, interpret, and make presentations to community groups and businesses.
- Maintains records and data bases of complaints, inspections, investigations, violations, hearings; and performs field surveys and inspections related to the above functions.
- Assists county staff in a variety of duties including researching, understanding and suggesting updates to particular sections of the county code regarding compliance and perform a wide variety of office functions.
- Perform other related duties and responsibilities as assigned including but not limited to mine and landscape compliance inspections.
- Complete special projects as assigned.

MINIMUM QUALIFICATIONS: A combination of experience, education, and/or training which substantially demonstrates the following knowledge, skills and abilities.

Experience/Training:

Bilingual Spanish speaking skills highly desirable.

PATH 1:

High school diploma or equivalent AND two (2) years of experience interacting with the public in any of the following types of work: code enforcement, planning, building inspection, investigation, or other closely related field OR three (3) years of increasingly responsible general clerical experience.

Experience involving interpretation and explanation, or enforcement of laws and regulations or prior governmental agency experience is preferred.

PATH 2:

Two (2) years of undergraduate coursework from an accredited college or university (equivalent to 60 semester units or 90 quarter units) in building construction/inspection, criminal justice, or a related field.

Knowledge of:

- Municipal Code enforcement methods and procedures.
- Principles of investigation, interviewing, and report writing.
- Safe and efficient work practices related to inspections and enforcement duties.
- Techniques of negotiations and conflict resolution.
- Basic map and site plan use.
- Database input and maintenance.

Skill to:

- Establish and maintain effective working relationships with individuals and citizen groups, businesses, and other internal and external agencies.
- Gather, maintain, and analyze data for the purpose of preparing accurate and concise written and statistical reports and letters.
- Interpret and implement assigned regulations, policies, and procedures as they relate to code compliance.
- Interpret county code and determine corrective actions.
- Operate an office computer and a variety of word processing, data management, mapping, and other software applications.

Ability to:

- Use analytical skills to apply and understand the impact and consequences of decisions and actions.
- Read and interpret laws, codes, ordinances and policies.
- Distill relevant information and data to reach reasonable conclusions and make practical decisions.
- Drive to remote sites (at times on poorly maintained roads) within the county to conduct inspections.
- Work indoors or outdoors in a variety of climatic conditions.
- Express oneself thoughtfully and concisely both verbally and in writing.
- Meet deadlines.
- Work independently.
- Operate office equipment.
- Work alternative schedules including evenings and weekends as needed.

License or Certificate: Possession of a valid California driver's license authorizing operation of an automobile or light truck.

Special Requirements: You will be required to drive a motor vehicle in the course of employment and must possess a valid operator's license issued by the State of California Department of Motor Vehicles. Must successfully complete a pre-employment background investigation. Your position may be required to serve as a Disaster Service Worker during a County emergency.

Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment with the ability to sit, stand, walk, kneel, crouch, twist, climb, crawl, stoop, squat and lift 20 pounds; exposure to noise, outdoors, dust, vibration, confining work spaces, chemicals, mechanical hazards, and electric hazards; ability to travel long distances to different sites and locations; and the ability to conduct site investigations on foot, sometimes on uneven surfaces. Work environment is expected to be office conditions 50% of time and outdoors in varying conditions 50% of time.



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2023-4464

Appointments to the First 5 Children and Families Commission Health & Human Services - First 5 ACTION REQUIRED

ITEM SUBMITTED BY

Katelyne Lent, First 5 Program Manager

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

- A) Appoint Mr. Alex Burciaga to an unexpired three-year term on the First 5 Commission ending December 5, 2024, and;
- B) Appoint Mrs. Heather Carr to a new three-year term on the First 5 Commission ending December 5, 2026.

BACKGROUND / SUMMARY / JUSTIFICATION:

Three terms on the First 5 Inyo County Children and Families Commission expired on December 5, 2023. Per Board policy, the vacancy was advertised in the newspapers and the members serving in the positions were notified of the opportunity to reapply.

One Parent Representative term on the First 5 Inyo County Children and Families became vacant when the Commission Member resigned in July 2023. Per Board policy, the vacancy was advertised in the newspaper and community members were invited to apply.

We would like to recognize Amanda Miloradich, for her six years as an Early Education Representative on the First 5 Commission. Mrs. Miloradich declined reapplying.

Two letters of interest were received by the application deadline: one from Alex Burciaga, seeking appointment to the vacant Parent Representative position expiring December 5, 2024. Alex brings a wealth of knowledge and experience as a parent, dental professional and involved community member. The second application was received from Heather Carr, currently serving as an Early Education Representative, requesting to be reappointed as an Early Education Representative. Heather has a long history with the Commission and is a valuable resource as an early education champion.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	
Budgeted?	Yes / No	Object Code	
Recurrence	One-Time Expenditure / Ongoing Expenditure		

Current Fiscal Year Impact
Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to appoint the applicant and re-open the recruitment for the First 5 Children
Your board could choose not to appoint the applicants and re-open the recruitment for the First 5 Children and Families Commission. This could cause a delay in the Commission reaching a quorum and conducting regular business.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. First 5 Commission- Dec. 2023 H. Carr
2. First 5 Commission - Dec. 2023 A. Burciaga
3. First 5 Proof of Publication

APPROVALS:

Katelyne Lent	Created/Initiated - 12/29/2023
Darcy Ellis	Approved - 12/29/2023
Katelyne Lent	Approved - 12/29/2023
Stephanie Tanksley	Approved - 1/2/2024
Anna Scott	Approved - 1/3/2024
Nate Greenberg	Final Approval - 1/10/2024

Heather Carr

1446 Bear Creek Drive
Bishop, CA 93514
(760) 937-0968
hcarr@inyocoe.org

December 4, 2023

Inyo County Board of Supervisors

Attn: Clerk of the Board
Post Office Box Drawer N
Independence, CA 93526

Dear Inyo County Board of Supervisors:

I am interested in re-appointment to the Inyo County First 5 Children and Families Commission as an Early Education Commissioner. I was appointed as a commissioner in December 2018, and for a second term in December 2020. I have made the Commission a priority in my schedule and have attended nearly every meeting since appointment. Additionally, I have fulfilled requests by the First 5 Director to participate in workshops to plan and write the Strategic Plan and to review and score grant applications for grant opportunities. I have experience in early childhood education and with young children and their families. I am currently employed as the Special Education Local Plan Area (SELPA) Director with Inyo County Superintendent of Schools. In my role as SELPA Director, I work primarily with children and families of students with disabilities ranging in age from birth to 22. I strongly believe that my experience in teaching, administration, and as the SELPA Director has prepared me to be a voice in strengthening families through parent education, early development services, and programs for our youngest community members.

In my current role, I work diligently to connect children and families to community resources and support because it really does take many hands and agencies to support our families and raise our children. I believe that I can support the Inyo County First 5 mission to “promote optimal early development” and facilitate the “trajectory of a child's life to yield ongoing benefits and rewards... by investing in the 5 Protective Factors.” I have established positive working relationships with our local school districts, Inyo County Health and Human Services, Probation, North Star Counseling Center, Kern Regional Center, Toiyabe Family Services, and the FIRST Wraparound Program with the intention of supporting family and community connections for the best outcomes.

It has been an honor and I look forward to the opportunity to continue to serve on the First 5 Commission.

Sincerely,

Heather Carr

Darcy Ellis

From: Alex Burciaga aburciaga@gmail.com
Sent: Wednesday, December 6, 2023 10:21 PM
To: Darcy Ellis
Subject: Re: Term Expiration

You don't often get email from aburciaga@gmail.com. [Learn why this is important](#)

Ms Ellis,

Please consider me for appointment for the First 5 Commission. I am most interested in the 1 year term.

Warmly,

Alex Burciaga

On Dec 4, 2023, at 9:37 AM, Darcy Ellis <dellis@inyocounty.us> wrote:

Independence, CA 93526
(760) 878-0373 • (760) 878-0292

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 7th,
In the year of **2023**

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

Dated at Bishop, California, on this
7th Day of December, 2023



Signature

This space is for County Clerk's Filing Stamp
RECEIVED

DEC 11 2023

Inyo County Administrator
Clerk of the Board

Proof of Publication of Public Notice

NOTICE OF VACANCY FIRST 5 INYO CHILDREN AND FAMILIES COMMISSIONER

NOTICE IS HEREBY GIVEN
that the Inyo County Board of
Supervisors is now accepting
letters of interest for four posi-
tions on the First 5 Inyo Chil-
dren and Families Commis-
sion:

- two (3) three-year terms for
Community Commissioners
ending December 5, 2026;

- one (1) three-year term for
an alternate Community Com-
missioner ending December 5,
2026; and

- one (1) unexpired term for a
Community Commissioner
ending December 5, 2024.

The above-listed seats must be
filled by community members
representing one of the follow-
ing categories: recipient of pro-
ject services in the county stra-
tegic plan; educator specializ-
ing in early childhood develop-
ment; representative of a local
childcare coordination group;
representative of a local or-
ganization for prevention or
early intervention for families at
risk; representative of commu-
nity-based organization that
promotes and early childhood
development; representative of
a local school district; or repre-
sentative of a local medical,
pediatric, or obstetric associa-
tion of societies.

Letters of interest will be ac-
cepted until 5 p.m. on Wednes-
day, December 27. Postmarks
are not accepted. Please sub-
mit your request for appoint-
ment to the Clerk of the Board
of Supervisors at P.O. Drawer
N, Independence, CA 93526 or
dellis@inyocounty.us.

For more information, contact
the Clerk of the Board at (760)
878-0373 or First 5 Inyo
County at (760) 872-3305.

(IR 12.07, 2023 #21674)



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2023-4444

Request to Reserve Portuguese Joe Campground Public Works - Parks & Recreation ACTION REQUIRED

ITEM SUBMITTED BY

Teresa Elliott, Administrative Analyst

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve request from Allan Johnson to reserve all campsites at Portuguese Campground, Thursday, October 10, 2024 through Sunday, October 13, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Parks and Recreation department has received a request from Mr. Allan Johnson to reserve the entire Portuguese Joe Campground from October 10 through October 13, 2024. These dates coincide with the Lone Pine Film Festival. Mr. Johnson and his associates have attended the festival for several years and traditionally have camped at the Portuguese Joe Campground. In order to ensure that his entire group has a place to stay, he is requesting to reserve the entire campground. Mr. Johnson has reserved the entire campground in the past without issue. While reserving the entire campground does not happen regularly, it is now addressed in County Code 12.18.030 which requires approval by your Board. In addition, Mr. Johnson will be required to pay the appropriate fees.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	076926
Budgeted?	N/A	Object Code	4789
Recurrence			
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board is under no obligation to grant Mr. Johnson's request to reserve the entire Portuguese Joe Campground. If the request is not granted, Mr. Johnson is free to use the conventional reservation system.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Teresa Elliott	Created/Initiated - 12/28/2023
Darcy Ellis	Approved - 12/28/2023
Teresa Elliott	Approved - 12/28/2023
John Vallejo	Approved - 12/28/2023
Michael Errante	Approved - 12/28/2023
Nate Greenberg	Final Approval - 1/9/2024



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2023-4455

Acceptance of Clean California Local Grant Program Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Justine Kokx, Transportation Planner

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve Resolution No. 2024-03, to: A) accept a Clean California Local Grant Program award in the amount of \$1,475,000; and B) authorize the Inyo County Public Works Director to execute agreements with the California Department of Transportation for the Inyo County Diaz Lake Welcoming & Beautification Project.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Public Works prepared a successful grant application for the Cycle 2 Clean California Local Grant Program (CCLGP) for the Diaz Lake Welcoming and Beautification Project for 1.475 million dollars. Goals of the CCLGP include reducing the amount of waste and debris within public rights-of-way, pathways, parks, transit centers, and other public spaces; enhancing, rehabilitate, restore, or install measures to beautify and improve public spaces and mitigate the urban heat island effect; enhancing public health, cultural connection, and community place making by improving public spaces for walking and recreation; and advance equity for underserved communities.

While Diaz Lake is a local treasure for the residents of Lone Pine and nearby communities, with opportunities for fishing, swimming and water-based recreation in an arid environment, Diaz Lake also serves as a welcome resting place for the public as they travel through the Eastern Sierra.

The Clean California Local Grant Program is an extraordinary opportunity to make significant and much needed improvements to the park. Improvements will include trash and recycling receptacles, fishing line recycling receptacles, educational signage to promote proper waste disposal, drought-tolerant shade trees, ADA compliant playground, vegetation/Tule maintenance, an aeration system in the lake to improve water quality, a new transit stop and shelter for dial-a ride access, a dog park with waste disposal, install 12'x12' shade structures, picnic and BBQ facilities, solar lighting at restroom, ADA ramps to access picnic and playground areas, a sand volleyball court, bi-annual community litter abatement events, and new parking lot slurry seal and striping. A ribbon-cutting ceremony will occur this fiscal year.

Work can begin once the Resolution and Restricted Grant Agreement have been fully executed. Cycle 2 Clean California grant projects must be completed and open to the public by June 30, 2026.

FISCAL IMPACT:

Funding Source	Grant Funded - Clean California Local Grant Program	Budget Unit	TBD by Auditor
Budgeted?	This grant will be created and built during the Fiscal Year 2023-2024 Mid-Year Financial Review	Object Code	Various
Recurrence	Ongoing Expenditure through FY2025-2026		
Current Fiscal Year Impact			
Staff time to develop Requests for Proposals for various aspects of the project, including playground, shade structures, volleyball court and aeration system. Conduct a ribbon cutting/litter abatement event in the spring. Staff time and outreach materials are reimbursable.			
Future Fiscal Year Impacts			
Continuation of the aforementioned activities until project completion.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

A Resolution designating an authorized individual to sign a Restricted Grant Agreement with Caltrans. Work cannot begin until the Restricted Grant Agreement has been fully executed.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Caltrans; Inyo County Auditor; Inyo County Counsel

ATTACHMENTS:

1. Transmittal Letter for Inyo County Diaz Lake Grant
2. Inyo County - Diaz Lake Beautification Project Restricted Grant Agreement
3. Resolution: Clean CA Grant
4. LADWP Letter of Support

APPROVALS:

Justine Kokx	Created/Initiated - 1/10/2024
Darcy Ellis	Approved - 1/10/2024
Breanne Nelums	Approved - 1/10/2024
Denelle Carrington	Approved - 1/10/2024
Michael Errante	Approved - 1/10/2024
John Pinckney	Approved - 1/10/2024
John Vallejo	Approved - 1/10/2024
Amy Shepherd	Approved - 1/10/2024
Nate Greenberg	Final Approval - 1/10/2024

California Department of Transportation

DIVISION OF LOCAL ASSISTANCE
OFFICE OF INNOVATIVE PROGRAMS
Clean California Local Grant Program

<https://cleancalifornia.dot.ca.gov/local-grant-program>



Transmittal Letter

November 21, 2023

Dear Grant Recipient:

Congratulations on being selected as a Cycle 2 awardee for the Clean California Local Grant Program (CCLGP)! A list of Cycle 2 awarded projects can be found here: <https://cleancalifornia.dot.ca.gov/local-grant-program/local-grants-cycle-2>. Please note the CCLGP is a reimbursement program. Reimbursable work cannot commence on a project until you have a fully executed (i.e., signed) Restricted Grant Agreement (RGA) with Caltrans. Included in our email is the RGA document for your review and signature. The Agreement will need to be executed by both your agency/Tribe and Caltrans before project work can begin. **This letter is not a Notice to Proceed.** No funds will be released to a grant awardee until the RGA is fully executed/signed by both parties. **Expenses incurred prior to the execution of the grant agreement cannot be reimbursed or counted towards any local match requirements for a project.**

In addition to the RGA, an *Amendment to the Grant Agreement* may be included for your review and signature based on previous discussions between your agency/Tribe and your District CCLGP Grant Manager. We encourage you to continue to reach out to your District CCLGP Grant Manager with any questions you may have on these proposed changes to the Grant Agreement. If the Amendment is not included for your review, this is not applicable to your project.

A complete RGA package, that includes the following list of documents, will need to be returned to your District CCLGP Grant Manager before the RGA can be fully executed by Caltrans. Copies of forms that need to be completed and samples of documents have been emailed with this letter.

- RGA signed by authorized signatory as noted in the agency resolution (see page 2 for details on the agency resolution).
- If applicable, amendment to Grant Agreement signed by authorized signatory.
- Checklist of Documents to include in the RGA Package.

- An updated Payee Data Record (form STD. 204) **OR** W-9 form. Tribes should submit the STD 204 form instead of the W-9 form since they are sovereign nations. These forms ensure Caltrans has the right information to process grant payments. If you have not done so already, please email one of these forms to Payee.Data.Records@dot.ca.gov and CC your grant manager. In the email, please request confirmation when the form has been processed by Payee Data Records and a Vendor ID has been generated.

If your agency or Tribe has previously completed one of these forms for another Caltrans project and already has a Vendor ID, please submit this form again to Payee.Data.Records@dot.ca.gov, to ensure that Caltrans has the most up to date information for your agency/Tribe and that it will receive reimbursements in a timely manner.

While completing a form, if you decide to include a Social Security Number (SSN#) instead of the other Tax Identification Numbers, please black the SSN# out, and once the form is received, Payee Data Records will call your agency for the SSN#.

- An agency (i.e., Board, City Council, or Tribal Government) resolution or similar approval document approving the project and authorizing the agency/Tribe to execute the restricted grant agreement with the State of California, Department of Transportation. A sample resolution has been sent with this letter that you can complete with your agency or Tribe's information and present to your agency/Tribe for approval. Note, some local agencies have a blanket resolution authorizing it to receive state funds and identifying specific managers to sign contracts up to a certain dollar amount. If that applies to your agency/Tribe, you can provide this blanket resolution that authorizes the person signing the RGA instead. In general, if you have an existing resolution that you would like to use instead of the sample resolution provided, please reach out to your District Grant Manager to confirm that it meets the criteria for an agency or tribal resolution. **Also, if you already submitted a resolution with your grant application, please confirm with your District Grant Manager that it meets the criteria for a resolution and that it is still accurate/applies.**
- If requesting reimbursement for indirect costs, an approval letter(s) of the indirect cost rate for the fiscal year(s) that your agency/Tribe will be claiming indirect costs from either Caltrans or the federal cognizant agency must be provided. See page 29 of the [Cycle 2 Program Guidelines](#) and the Caltrans Internal Audits Office (CIAO) website for details: <https://dot.ca.gov/programs/audits>.

To ensure the success of your project, please note the following:

- The Clean California Local Grant Program (CCLGP) homepage is located here: <https://cleancalifornia.dot.ca.gov/local-grant-program>. Resources, including the Cycle 2 Program Guidelines, are available to awardees from this main page. Please re-familiarize yourself with the Grant Guidelines. They will be included in the RGA package as an attachment.
- Invoicing must occur on a regular and timely basis. This is no more frequently than monthly and no less frequently than every six months for projects not requesting advance payments. If your agency or Tribe requested an advance payment, your agency/Tribe shall **invoice monthly** (refer to the section “Advance Payment Process” of the [Program Guidelines](#)). Awardees who requested advance payment will be receiving instructions on how to complete an invoice for this payment, when they receive the executed grant agreement and Notice to Proceed.
- For an item to be reimbursed, it must have been included in the project’s Scope, Cost, and Schedule, align with the [Program Guidelines](#) (see the sections “Eligible Activities and Expenses” and “Ineligible Activities and Expenses”), **and comply with [2 Code of Federal Regulations \(CFR\), Part 200](#)**.
- If requesting reimbursement of funds to be electronically deposited directly to the agency or Tribe’s account, please complete the *Electronic Funds Transfer Document* (FA-2656). Note that participation in the EFT program is limited to local agencies that do not have delinquent account receivables with Caltrans. The Federal Employer Identification Number (FEIN #) can be listed on this form. If the SSN# is listed instead, please black this out, and once the form is received, Payee Data Records will call the requestor for the Social Security Number. Mail original form with **wet signatures**, along with a voided check or a bank reference number, directly to:

Division of Accounting – MS 33
Attn: Suet Wong/Payee Data Records
P.O. Box 168043
Sacramento, CA 95816

It is recommended that when submitting the original form, you include a note requesting confirmation that this form has been processed. Note that it can take up to 30 days between when the form is submitted and when funds can be transferred electronically.

- Quarterly Progress Reports are to be submitted to Caltrans for review in a timely and accurate manner. Your District CCLGP Grant Manager will provide your

agency/Tribe instructions on when and how to submit these closer to when the first report will be due.

- The project must be completed, open to the public, and/or all capital funds expended by **June 30, 2026**. To ensure that the project delivery deadline is met, please ensure you have completed or are close to completing all applicable environmental clearances such as CEQA or NEPA. Also, please verify that any Caltrans encroachment permits or other applicable permits from other agencies have been obtained or are close to being obtained, to ensure that the project delivery deadline will be met.
- Final Delivery Reports and invoicing must be submitted to Caltrans no later than **November 1, 2026**. The final invoice will be paid upon submission and acceptance of the Final Delivery Report.
- Projects may be subject to an audit by Caltrans to evaluate the following:
 - Performance of the project
 - Whether project costs incurred and reimbursed are compliant with the following:
 - Executed RGA and/or approved amendment(s)
 - State and Federal laws and regulations
 - Contract provisions
 - Program Guidelines
 - Approved Indirect Cost Rate
 - Consistency with project scope, schedule, benefits, and project outcomes described in the RGA, approved project application, and/or approved amendment(s).

If you have any questions about the RGA or the CCLGP, please contact your District Grant Manager, Mark Heckman at mark.heckman@dot.ca.gov. We look forward to working with you!

Sincerely,



Gretchen Chavez
Caltrans Division of Local Assistance
Chief, Office of Innovative Programs
Clean California Local Grant Program

11/21/2023

Page 5

Enclosed:

Restricted Grant Agreement

Original Grant Application

If applicable, Amendment to Grant Agreement

RGA Checklist

STD 204 Form and W-9 Form

Agency Resolution

CCLGP Guidelines

Electronic Funds Transfer Document (FA-2656)

Clean California Local Grant Program (State)
Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **INYO COUNTY**, hereinafter referred to as **AGENCY**, will commence on September 15, 2023, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2026**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.

2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution (**Attachment IV**), Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in the Diaz Lake Beautification Project, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** agrees that it is not requesting an advance payment, and that it may not hereafter request an advance payment.
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

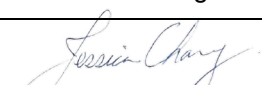
California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

7. Project funding is as follows:

Fund Title*	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001) Budget Item 2660-130-0001 State Program Code 20.30.010.900 FY 2023/24	\$1,475,000.00
Cash Local Match	Agency Provided	\$0.00
Value of Third-Party In-Kind Contributions	Agency Provided	\$0.00
Total of Local Funds	Agency Provided	\$0.00
Total of other fund sources (not in-kind contributions)	Agency Provided	\$0.00
	Total Participating Costs	\$1,475,000.00
	Total Non-Participating Costs	\$0.00
	Total Project Costs	\$1,475,000.00
Notes: *Means the amounts in this column only include participating costs.		

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jessica Chang		11/21/2023	\$1,475,000.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

9. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Justine Kokx, (760) 878-0202.
- b. **CALTRANS'** District Grant Manager is Mark Heckman, (760) 874-8325 "District Grant Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

Inyo County

Attention: Justine Kokx, Transportation Planner
Phone Number: (760) 878-0202
Email: jkokx@inyocounty.us
P.O. Drawer Q
Independence, California 93526

California Department of Transportation

District 9/Division of Clean California
Attention: Mark Heckman, Clean California Supervisor
Phone Number: (760) 874-8325
Email: Mark.Heckman@dot.ca.gov
500 South Main Street
Bishop, California 93514

10. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on September 15, 2023, following the written approval of CALTRANS and AGENCY's receipt of the Notice to Proceed letter of this RGA by CALTRANS. All reimbursable work shall terminate no later than June 30, 2026. Project closeout and final invoicing to CALTRANS must be submitted no later than November 1, 2026. Work incurred after June 30, 2026 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to CALTRANS after November 1, 2026. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by AGENCY through November 1, 2026 (which, in total, shall not exceed 5% of the grant award).
- b. If requested by the CALTRANS District Grant Manager, AGENCY will attend a kickoff meeting with CALTRANS to be scheduled within one (1) week from receipt of Notice to Proceed sent by CALTRANS.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties.

12. Cost Limitation

- a. The maximum total amount granted and reimbursable to AGENCY pursuant to this RGA by CALTRANS shall not exceed **\$1,475,000.00**.
- b. It is agreed and understood that the CCLGP funds are limited to the amount granted. CALTRANS will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the CALTRANS District Grant Manager at or below that fund limitation established herein.

13. Termination

- a. CALTRANS reserves the right to terminate this RGA upon written notice to AGENCY at least 30 days in advance of the effective date of such termination in the event CALTRANS determines (at its sole discretion) that AGENCY failed to proceed with Project Work in accordance with the terms of this RGA. In the event of termination for convenience, CALTRANS will reimburse AGENCY for all allowable, authorized, and non-cancelled costs up to the date of termination. AGENCY shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of

termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**). **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.
- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency

before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.

- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.

Also see website for summary of travel reimbursement rules.

- f. **AGENCY** shall submit invoices to **CALTRANS** at least every six months, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** District Grant Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** District Grant Manager, as stated in **Section III–Notification of Parties, Item 8c**.
- g. Invoices shall be complete with all of the following sections in the invoice completed:
 - 1) Section 1: Invoice
 - 2) Section 2: Indirect Cost Calculation, if the **AGENCY** is seeking reimbursement for indirect costs
 - 3) Section 3: Billing Summary
 - 4) **AGENCY** shall submit a completed detailed contractor award package, including final cost estimates, to **CALTRANS** after the project has been awarded to the contractor. The award package shall be submitted to **CALTRANS** with the first invoice that the **AGENCY** is seeking reimbursement for the contractor for.
- h. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.
- i. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least every 6 months, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
- j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2026 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in **Attachment I** and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.
- k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2026.

16. Local Match Funds

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or 6-month basis. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6**, the contributions may be counted as cash only when they are actually received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in

writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2026.

- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment III**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Grant Program Guidelines (**Attachment I**); but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7** with the final invoice.

17. Quarterly Progress Reporting

- a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS** District Grant Manager to determine if **AGENCY** is performing to expectations, on schedule, within funding cost limitations, communicating interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller, or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>.
- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients

contain provisions requiring adherence to this section in its entirety **except for section c, above.**

19. Americans with Disabilities Act

By signing this Agreement, **AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

20. Iran Contracting Act and State of California Executive Order N-6-22

AGENCY must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that **AGENCY'S** proposed contractor is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless the proposed contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement. Additionally, and to the extent applicable, **AGENCY** shall adhere to State of California Executive Order N-6-22, issued on March 4, 2022, with regard to proposed contractor.

21. Indemnification

- a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.
- b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

23. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors, and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its

agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable, and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

25. INTENTIONALLY DELETED

26. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior

written notification by the **CALTRANS** District Grant Manager unless expressly included (subrecipient identified) in **Attachment III** as Project Work.

- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Public Contract Code, Section 2000 et. seq.); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Government Code, Section 4525 et. seq. and Chapter 10 of the Caltrans Local Assistance Procedures Manual); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 26, Third-Party Contracts**. The SCM can be found at the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>. Chapter 10 of the Caltrans Local Assistance Procedures Manual can be found at the following link: <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be able to be provided upon request to the **CALTRANS** District Grant Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- e. Prior notification in writing by the **CALTRANS** District Grant Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices.
- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14b, above**.

27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
- 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

29. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify the **CALTRANS** District Grant Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

- 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
 - b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
 - c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).
30. **CALTRANS**' Use of "Before" and "After" Project Photographs
- a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY**'s application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
 - b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
 - c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
 - d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
 - e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("**Artwork**") Created or Produced for Project
- a. Educational programming:
 - i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
 - ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns

(including television and social media campaigns), education, and exhibition catalogues or other similar publication.

- iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
- iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork:**

- i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

32. Government Purpose Rights for Inventions

- a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this

RGA.

- b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

33. Additional Intellectual Property Provisions

- a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
- b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to promptly notify **CALTRANS**, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.
- d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
 - i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
 - ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximity to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
- e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- f. **Contractors, Subcontractors, and Subrecipients**: Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its

contractors, subcontractors, subrecipients, and service vendors (hereinafter “**AGENCY’s Contractor/Subcontractor/Subrecipient**”) providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY’s Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY’s Contractor/Subcontractor/Subrecipient** becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY’s Contractor/Subcontractor/Subrecipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

34. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS’** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS’** Transportation Art program can be found at <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art>. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS’** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

- a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.
- b. **AGENCY** acknowledges that the **CALTRANS’** Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, “VARA”) of the final artwork.
- c. **AGENCY** acknowledges that any submittal to the **CALTRANS’** Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

35. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, **AGENCY’s** indemnification obligations contained elsewhere in this Agreement, **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY’s** employees, agents, Subcontractors, Subcontractors’ employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY’s** employees, agents, Subcontractors, Subcontractors’ employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents, and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this

paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

36. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if proposed contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, **AGENCY** shall ensure that the proposed contractor arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Proposed contractor shall provide **AGENCY** proof of compliance, i.e., organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling. **AGENCY** must be able to provide this proof upon request from **CALTRANS** District Grant Manager.

37. Project Close Out/Closeout Report

a. **AGENCY** will provide a final close out report to the **CALTRANS** District Grant Manager no later than November 1, 2026.

CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.

b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** District Grant Manager.

c. Payments shall be forfeit if invoices are submitted after November 1, 2026.

38. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

39. Prevailing Wages and Labor Code Compliance

AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

- I. This Restricted Grant Agreement (as amended);
- II. The **CALTRANS** Local Grant Program Guidelines;
- III. Approved Indirect Cost Rate (if applicable);
- IV. Approved Grant Application (as amended); and
- V. **AGENCY** Resolution.

41. Survival

AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character

establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

42. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

- I. Grant Program Guidelines
- II. Approved Indirect Cost Rate (if applicable)
- III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
- IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

INYO COUNTY

By: _____

By: _____

Printed Name: _____

Gretchen Chavez

Printed Name: _____

Michael Errante

Title: _____

Office Chief
Office of Innovative Programs
Division of Local Assistance

Title: _____

Public Works Director
LTC Executive Director

Date: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE INYO COUNTY PUBLIC WORKS DIRECTOR TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE INYO COUNTY DIAZ LAKE WELCOMING & BEAUTIFICATION PROJECT

WHEREAS, the Inyo County Board of Supervisors is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Clean California Local Grant Program;

WHEREAS, the County of Inyo wishes to delegate authorization to execute these agreements and any amendments thereto;

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors authorize the Public Works Director, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation for the Clean California Grant for the Diaz Lake Welcoming & Beautification Project.

PASSED AND ADOPTED on this 16th day of January 2024, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Matt Kingsley, Chairperson
Inyo County Board of Supervisors

ATTEST:

NATE GREENBERG
Clerk of the Board

By: _____
Darcy Ellis, Assistant



BUILDING A STRONGER L.A.

Karen Bass, Mayor

Board of Commissioners
Cynthia McClain-Hill, President
Cynthia M. Ruiz, Vice President

Mia Lehrer

Nicole Neeman Brady

Nurit Katz

Chante L. Mitchell, Secretary

Martin L. Adams, General Manager and Chief Engineer

April 24, 2023

Ms. Gretchen Chavez, Office Chief
Clean California Local Grant Program
Office of Innovative Programs
Division of Local Assistance

Dear Ms. Chavez:

Subject: Letter of Support for Inyo County's Clean California Local Grant Program Diaz
Lake Improvement Project

The Los Angeles Department of Water and Power (LADWP) owns the land that is leased to Inyo County and serves as the Diaz Lake Campground in Lone Pine, California. This letter is to express LADWP's support for the Inyo County Clean California Local Grant Program application to make significant improvements to the Diaz Lake Recreation Area.

Diaz Lake Recreation Area is an important resource for the community of Lone Pine. Diaz Lake Recreation Area is used by community members for a variety of activities, including camping, fishing, boating, swimming and for the spectacular scenery. Inyo County's proposal to improve the quality of the lake's water, and beautify its public spaces with shade trees, native plants, shade structures, and a new ADA compliant playground, among many other improvements, is consistent with the needs and desires of the community.

LADWP values Diaz Lake as a destination for tourists and locals alike, and supports Inyo County's pursuit of Clean California Local Grant Program resources to beautify, clean up and to improve accessibility of the Lake and its facilities for all users.

If you have any questions regarding this letter of support, please contact Elsa Jimenez, Property Manager, at (760) 873-0201 or by email at elsa.jimenez@ladwp.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Adam Perez', with a long horizontal line extending to the right.

Adam Perez
Manager of Aqueduct

EJ:fm

c: Mr. Nate Greenberg, County Administrator
Ms. Meaghan McCamman, Assistant County Administrator
Ms. Elsa Jimenez



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2023-4445

Waste Hauler Maximum Rate Adjustments Public Works - Recycling & Waste Management ACTION REQUIRED

ITEM SUBMITTED BY

Cap Aubrey, Public Works Deputy Director, Solid Waste

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

- A) Ratify and approve the Consumer Price Index (CPI) adjustment of 6.5% to the portion of the Service Fee Maximum rates not associated with the tipping fees, effective January 1, 2024, in accordance with Franchise Agreements between the County of Inyo and contract waste haulers; and
- B) Adopt the new schedule of Maximum Charges for Waste Hauling Services for Areas A & B in Inyo County as presented in Exhibit A.

BACKGROUND / SUMMARY / JUSTIFICATION:

Previously, your Board approved new Waste Management service fees for residential, commercial and roll-off service charged by commercial haulers. A floor rate was utilized to ensure the viability of a competitive marketplace for our local solid waste region, and was typically increased on an annual basis to account for inflation. Since the acquisition of Preferred Disposal by Bishop Waste, and the resulting lack of a competitive marketplace, Inyo County modified the Franchise Agreements to set a maximum service fee instead of a floor rate.

Section 12.01(c) 1 of the Franchise Agreements state that "commencing on January 1, 2022 and on the same date annually thereafter (the "Adjustment Date"), the portion of the Service Fee rates not associated with tipping fees will be adjusted to account for annual inflationary increases in an amount equal to the annual percentage change in the Consumer Price Index (CPI) All Urban Consumers, Garbage and Trash Collection Component..."

Pursuant to Section 12.01(c) 2 of the Franchise Agreements states that "at the same time as the CPI Adjustment is considered the Service Fee rates shall also be adjusted to account for Franchisee's increased or decreased pass through costs as defined in Section 12.01 e.2 during the Term of this Agreement (including, without limitation, increases to the Franchise Fee) such that cost changes shall be "passed-through" to Franchisee's customers in the form of rate adjustments."

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	045700
		Object Code	

Recurrence		
Current Fiscal Year Impact		
There is no cost to the County from this increase in the maximum rates. It will increase franchise fee revenue for the Recycling and Solid Waste program.		
Future Fiscal Year Impacts		
Additional Information		

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Pursuant to Article 12.01.c of the First Amendment to the Waste Hauler Franchise Agreement, the annual service fee adjustments are automatic. Your Board has an alternative rate setting process available under Article 12.01.e if it is not satisfied with the automatic annual service fee adjustments and could direct staff to pursue that process.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Exhibit A - 2024 Maximum Rates

APPROVALS:

Teresa Elliott	Created/Initiated - 1/10/2024
Darcy Ellis	Approved - 1/10/2024
John Vallejo	Approved - 1/10/2024
Amy Shepherd	Approved - 1/11/2024
Michael Errante	Approved - 1/11/2024
Nate Greenberg	Final Approval - 1/11/2024

EXHIBIT A
MAXIMUM CHARGES FOR WASTE HAULING SERVICES
AREAS A & B
INYO COUNTY
 Effective January 1, 2024

COMMERCIAL BIN SERVICE – AREA A & B

<u>Size</u>	<u>1/xWeek</u>	<u>2/xWeek</u>	<u>3/xWeek</u>	<u>4/xWeek</u>	<u>5/xWeek</u>	<u>6/xWeek</u>	<u>Ex P/U</u>	<u>Delivery</u>
2-yard	\$114.51	\$197.47	\$283.79	\$374.63	\$463.42	\$554.28	\$62.55	\$45.67
3-yard	\$171.32	\$296.02	\$425.88	\$562.17	\$695.12	\$831.42	\$93.58	\$45.67
4-yard	\$217.61	\$375.46	\$530.22	\$689.12	\$848.02	\$1,003.41	\$118.76	\$45.67
6-yard	\$326.49	\$563.19	\$795.54	\$1,033.69	\$1,272.03	\$1,504.98	\$178.21	\$45.67

RESIDENTIAL CURBSIDE CART SERVICE – AREAS A & B

<u>96 Gallon</u>	<u>Monthly Rate</u>	<u>Each Extra Cart</u>
1 Cart	\$ 35.23	\$ 25.81

<u>64 Gallon</u>	<u>Monthly Rate only 1 cart per household</u>
1 Cart	\$ 31.49

**RESIDENTIAL CURBSIDE SERVICE (CUSTOMER OWNED CONTAINER) –
 AREA B – Cartago, Alabama Hills, Olancha, Darwin, Keeler**

30-40 Gallon Container (Per month)

<u>1 &/or 2 cans</u>	<u>3-cans</u>	<u>4-cans</u>	<u>5-cans</u>	<u>6-cans</u>
\$ 53.57	\$ 74.12	\$ 98.85	\$ 121.53	\$ 144.17

ROLL OFF BIN SERVICE

<u>Size</u>	<u>Area</u>	<u>Full Rate Per</u>	<u>Compactor</u>
		<u>Bin*</u>	<u>Roll-Off</u>
20 yard	Bishop	\$346.44	\$433.06
	Big Pine	\$433.06	\$519.68
	Independence	\$536.99	\$623.61
	Lone Pine	\$623.61	\$710.23
	Olancha	\$762.20	\$848.81
	Round Valley	\$433.06	\$519.68
	Starlite	\$433.06	\$519.29
30 yard	Bishop	\$554.31	\$640.94
	Big Pine	\$640.94	\$727.54
	Independence	\$744.87	\$831.48
	Lone Pine	\$831.48	\$918.09
	Olancha	\$970.07	\$1,056.67
	Round Valley	\$554.31	\$640.94
	Starlite	\$554.31	\$640.94

*For first 14-day use period. Service includes: delivery, rental & service (landfill fees additional).
 Full Rate applies after first 14-day period.

These are the minimum allowable rates to be charged.
 Hauler may offer a discount of up to 5% to all commercial customers paying in advance or within 30 days of invoice.
 All commercial contract proposals must clearly delineate rates both before and after any discount is applied.

Special collection services not specified above shall be negotiated between the customer and the franchised waste hauler.



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2023-4331

Jail Administration Remodel Project - Change Order 2 Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Michael Errante, Public Works Director

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Authorize the Public Works Director to sign Change Order No. 2 for \$68,951.90 to Pagenkopp Construction, Inc. for additional scope-of-work on the Jail Administration Remodel Project.

BACKGROUND / SUMMARY / JUSTIFICATION:

On November 7th, 2023, the Board awarded a contract to Pagenkopp Construction, Inc. for \$215,898.99 for restoration work at the Inyo County Jail Facility in Independence, CA. Subsequently, Change Order #1 was approved for \$19,281.00 and signed by Michael Errante, Public Works Director.

This Change Order #2 is for \$68,951.90. This will result in a contract value to date of \$304,131.89.

Original Contract	\$215,898.99
Change Order 1	\$19,281.00
Change Order 2	\$68,951.90
Total Contract	\$304,131.89

FISCAL IMPACT:

Funding Source	Non-General Fund / Criminal Justice Funds	Budget Unit	011501
Budgeted?	Yes	Object Code	5640
Recurrence	Ongoing Expenditure (through contract completion)		
Current Fiscal Year Impact			
Following this recommended Change Order of \$68,951.90, the total cost for FY 23-24 will be \$304,131.89.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to authorize the change order and the additional scope-of-work will not be completed.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. 20231107PW - JailAdminRemodelProject
2. Jail Admin Remodel Change Order 1
3. Jail Admin Remodel Change Order 2

APPROVALS:

Greg Waters	Created/Initiated - 11/28/2023
Darcy Ellis	Approved - 11/29/2023
Greg Waters	Approved - 1/2/2024
Breanne Nelums	Approved - 1/3/2024
Michael Errante	Approved - 1/3/2024
John Vallejo	Approved - 1/3/2024
Amy Shepherd	Approved - 1/10/2024
Nate Greenberg	Final Approval - 1/11/2024

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of November 2023 an order was duly made and entered as follows:

*Public Works –
Jail Administration
Remodel Project*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to: A) Award the contract for the Jail Administration Remodel to Pagenkopp Company, Inc. of Big Pine, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Pagenkopp Company, Inc. of Big Pine, CA in the amount of \$215,898.99, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws. Motion carried unanimously.

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: November 13, 2023

WITNESS my hand and the seal of said Board this 7th
Day of November, 2023



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg".

By: _____



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 7, 2023

Reference ID:
2023-4283

Jail Administration Remodel Project Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

A) Award the contract for the Jail Administration Remodel to Pagenkopp Company, Inc. of Big Pine, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Pagenkopp Company, Inc. of Big Pine, CA in the amount of \$215,898.99, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

BACKGROUND / SUMMARY / JUSTIFICATION:

Public Works contracted for extensive repairs due to the water damage at the Jail Administration Building. Inyo County contracted with Belfor Property Restoration to investigate and remediate water related damage to the building. This was the first phase of the project and is now complete. This contract award is for the second phase of this repair project, which is the reconstruction of the areas demolished during the remediation phase.

Inyo County received two competitive bids on November 1, 2023 to build new interior walls, including doors, insulation, drywall and paint. The bid also includes carpet, countertops and exterior paint. Bid amounts are listed below.

- 1. Pagenkopp Company Inc. \$215,898.99 (low bidder)
- 2. JTS Construction \$397,500.00

Staff recommends awarding the contract to Pagenkopp Company Inc., as they were the lowest responsible bidder.

FISCAL IMPACT:

Funding Source	Non-General Fund / Criminal Justice Funds	Budget Unit	011501
Budgeted?	Yes	Object Code	5640
Recurrence	Ongoing Expenditure (through contract completion)		
Current Fiscal Year Impact			

Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

It is recommended that your Board accept the successful low bid as submitted. We could go back out to bid or decline to do the work, but this is not recommended as your Sheriff's administrative offices at the jail are partially demolished and non-habitable.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Bid Tabulation Sheet
2. Pagenkopp Company Inc. Contract
3. Pagenkopp Bid

APPROVALS:

Darcy Ellis	Created/Initiated - 11/1/2023
Darcy Ellis	Approved - 11/2/2023
Greg Waters	Approved - 11/2/2023
John Vallejo	Approved - 11/2/2023
Breanne Nelums	Approved - 11/2/2023
Amy Shepherd	Approved - 11/2/2023
Michael Errante	Approved - 11/2/2023
Nate Greenberg	Final Approval - 11/2/2023

COUNTY OF INYO BID TABULATION

Project Title: Jail Administration Remodel Project

Bid Opening Date and Time: November 1st, 2023 3:30 PM

Location: County Administration Center, Independence, CA

	BIDDER NAME	BOND	ADDENDA 1	Total \$
1	JTS Construction	✓ yes	✓ yes	\$397,500.00
2	PAGENKOPF COMPANY Inc.	✓ yes	✓ yes	\$215,898.99
3				

Opened By: Hayley Carter

Present: Court Chinn

Chris Cox

D. Anderson
 - Pagenkopf Company.

John M. Finckney



**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and**

Pagenkopp Company, Inc. _____, **CONTRACTOR**

for the

JAIL ADMINISTRATION REMODEL _____

PROJECT

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, November 7, 2023, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Pagenkopp Company, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of JAIL ADMINISTRATION REMODEL PROJECT (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the any and all Contract Documents specified within section 4 of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: JAIL ADMINISTRATION REMODEL PROJECT

2. TIME OF COMPLETION. Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions or Scope of Work Attachment. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions or Scope of Work Attachment.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: Two Hundred Fifteen Thousand Eight Hundred Ninety Eight and 99/100 dollars (\$ 215,898.99), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of (collectively "the Contract Documents"):

- The Bid Proposal Form
- The Bid Bond
- The Faithful Performance Bond

JAIL ADMINISTRATION REMODEL Project

Construction Contract – No. 147

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- The Labor and Materials Payment Bond
- Insurance Specifications
- All documents as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020
- The Standard Specifications of the Inyo County Public Works Department, dated May 2020
- The Special Provisions concerning this Project including the Appendices and the Plans
- Scope of Work Attachment [negotiated contracts only]
- Any and all amendments or changes to any of the above-listed documents including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

All Contract Documents are attached hereto.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. **INDEMNIFICATION.** Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

9. **POLITICAL REFORM ACT.** Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

10. **COMPLIANCE WITH ALL LAWS.**

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

11. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.

12. PREVAILING WAGE. Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

13. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

14. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Public Works Department
Attn: Mike Errante, Director of Public Works

168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: Pagenkopp Company, Inc
124 Mountain Road
Big Pine, CA 93513

15. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

16. **WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

17. **TERMINATION.** This Contract may be terminated for the reasons stated below:
a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract; or
b. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

18. **TIME IS OF THE ESSENCE.** Time is of the essence for every provision.

19. **SEVERABILITY.** If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

20. **CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

21. **ATTACHMENTS.** All attachments referred to are incorporated herein and made a part of this Contract.

22. **EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

23. **ENTIRE AGREEMENT.** This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are

superseded in total by this Contract.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

COUNTY OF INYO

By: 

Name: Jennifer Roeser

Title: Chairperson

Dated: 11 /07/2023

CONTRACTOR

Pagenkopp Company, Inc.

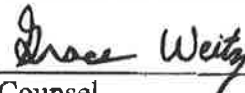
By: _____

Name: 

Title: Owner

Dated: 11 /07/2023

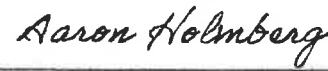
APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Pagenkopp Company, Inc.**

FOR THE _____ **JAIL ADMINISTRATION REMODEL PROJECT**

INSURANCE PROVISIONS

Attachment C: 2023 Insurance Requirements for Most Contracts Including Light Construction not covered under Civil Code 2783 or 2782.5

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **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 **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
1. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
2. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provided written verification it has no employees.)
3. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

OTHER INSURANCE PROVISIONS

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

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

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the

**Attachment C: 2023 Insurance Requirements for Most Contracts
Including Light Construction not covered under Civil Code 2783 or 2782.5**

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

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations and

**Attachment C: 2023 Insurance Requirements for Most Contracts
Including Light Construction not covered under Civil Code 2783 or 2782.5**

Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

-end-

**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO**

and

PAGENKOPP COMPANY INC., **CONTRACTOR**

for the

JAIL ADMINISTRATION REMODEL

PROJECT

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, 11/11, 2023, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Pagenkopp Company Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of JAIL ADMINISTRATION REMODEL **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. **SERVICES TO BE PERFORMED.** CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the any and all Contract Documents specified within section 4 of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: JAIL ADMINISTRATION REMODEL **PROJECT**

2. **TIME OF COMPLETION.** Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions or Scope of Work Attachment. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions or Scope of Work Attachment.

3. **PAYMENT/CONSIDERATION.** For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: Two hundred fifteen thousand eight hundred ninety-eight ⁹⁹/₁₀₀ dollars (\$215,898.99), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. **ALL PROVISIONS SET FORTH HEREIN.** CONTRACTOR and COUNTY agree that this Contract shall include and consist of (collectively "the Contract Documents"):

- The Bid Proposal Form
- The Bid Bond
- The Faithful Performance Bond

JAIL ADMINISTRATION REMODEL Project

Construction Contract - No. 147

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110822

BID PROPOSAL FORM

TO: COUNTY OF INYO
 Attn.: Inyo County Clerk of Board of Supervisors
 224 North Edwards Street, P.O. Box N
 Independence, California 93526
 (Herein called the "County")

FROM: Pagenkopp Company Inc
Big Pine, CA

(Herein called "Bidder")

FOR: JAIL ADMINISTRATION REMODEL PROJECT
 (Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

1. BID DEADLINE. Bids must be received no later than 3:30 P.M. on November 1st, 2023 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

2. PROJECT BID AMOUNT:

Item	Quantity	Unit	Unit Price	Total
Mobilization	1	LS		
Demolition	1	LS		
Repair Exterior Framing	1	LS		
Construct 9 ft walls	60	LF	<i>See</i>	
Relocate Electrical	1	LS	<i>Addendum.</i>	
R 21 Insulation Exterior Walls	500	SF		
Drywall Hang, Tape, and Texture	1	LS		
Prime and Paint (interior walls)	1	LS		
Supply and Install 3'x7'SC Doors	2	EA		
Commercial Carpet	4600	SF		
Cove Base	1800	LF		
Exterior Wall Coating	1	LS		
Fabricate and Install parapet cap	1000	LF		
Replace door bottoms, door sweeps, and thresholds	2	EA		
Bid Total In Numbers	\$			
Bid Total In Words				

BID PROPOSAL FORM

Updated October 25th, 2023 by Addendum #1

TO: COUNTY OF INYO
Attn.: Inyo County Clerk of Board of Supervisors
224 North Edwards Street, P.O. Box N
Independence, California 93526
(Herein called the "County")

FROM: Pagenkopp Company Inc.
Big Pine, CA 93513

(Herein called "Bidder")

FOR: **JAIL ADMINISTRATION REMODEL PROJECT**
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

1. BID DEADLINE. Bids must be received no later than 3:30 P.M. on **November 1st, 2023** by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

2. PROJECT BID AMOUNT:

Item	Quantity	Unit	Unit Price	Total
Mobilization -travel, bond	1	LS		17,642
Demolition	1	LS		1293.75
Repair Exterior Framing	1	LS		2834.75
Construct 9 ft walls	30	LF		3011.85
Relocate Electrical (by Change Order)	N/A	N/A	N/A	N/A
R 21 Insulation Exterior Walls	500	SF		1236.25
Drywall Hang, Tape, and Texture	1	LS		30,245.50
Prime and Paint (interior walls)	1	LS		36,062.25
Paint all existing doors and frames	1	LS		14,662.33
Install 3'x7'SC Door, Supply 1) door frame	1	EA		1,552.00
Commercial Carpet squares 2'x2'	4500	SF		54,900
Cove Base	1800	LF		2,775.90
Exterior Wall Coating	1	LS		31,421.56
Fabricate and Install parapet cap	1000	LF		11,212.50
Fabricate and Install eyebrows over doors	2	EA		339.25
Replace door bottoms, door sweeps, and thresholds	2	EA		1016.60

BID PROPOSAL FORM

Updated October 25th, 2023 by Addendum #1

Furnish and install solid surface countertops (black color)	50	SF		5692.50
Bid Total In Numbers	\$ 215,898.99			
Bid Total In Words	Two hundred fifteen thousand, eight hundred ninety-eight and ninety-nine cents			



This bid was received on
November 1, 20 23 @ 3:15 pm
Attest: Nathan Greenberg,
Administrative Officer and Clerk of
the Board, Inyo County, CA.

By: [Signature], Assistant

DATE: January 24, 2023	AGENT CODE: 04 29671
TO: Advantage Business Insurance Services 27132 paseo Espada, Ste. 424 San Juan Capistrano, CA 92675	Fax: 714-617-1732
ATTENTION:	NUMBER OF PAGES: 1
FROM: Taylor Bren, Underwriting Specialist	
RE: File #20536970X - Theresa Pagenkopp dba Pagenkopp Company \$0.00 - Underwriting File 500K Single / 500K Aggregate Company Code: 601 - Western Surety Company	

We received the information you submitted electronically. Thank you for thinking of CNA Surety.

Based on the information submitted, we are pleased to approve the account for our FAST-Track program. We will support single jobs to \$500,000, and a bonded aggregate of \$500,000. This line is subject to acceptable credit, contracts and bond forms. For final requests that require a Performance and Payment bond, we will charge a flat rate of \$30 per \$1,000.

Thank you for placing this business with CNA Surety. If you have any questions, please contact our office.

Consider making your payment through CNA Surety ePay. Pay for your bond/policy premium online using your own credit/debit card or ACH at your convenience 24 hours a day. Simply go to: onlinepay.cnasurety.com and follow the easy-to-use prompts. You can pay your bill in minutes, saving you time and money.

IMPORTANT NOTICE

The information contained in this communication may contain confidential and/or privileged information and is intended for the sole use of the intended recipient. If you are not the intended recipient, you are hereby notified that any unauthorized use, disclosure, distribution or copying of this communication is strictly prohibited and that you will be held responsible for any such unauthorized activity, including liability for any resulting damages. As appropriate, such incident(s) may also be reported to law enforcement. If you received this communication in error, please reply to the sender and destroy or delete this communication including any attachments. Thank you.

Please see Special Provisions Section for details on what this lump sum must include. No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

3. INCLUSION OF ALL COSTS. This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

4. CONTRACT DOCUMENTS. The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

5. ACCEPTANCE. County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

6. TIME OF COMPLETION. The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

7. ADDENDA. The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

Addendum #1 10-25-23

(Fill in Addendum numbers and dates Addenda have been received.
If none have been received, enter "NONE".)

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

8. BIDDER'S BUSINESS INFORMATION. Bidder provides the following information concerning its business:

Bidder's Name: Pagenkopp Company Inc

Address: 124 Mountain Rd

Big Pine

Zip Code 93513

(The above address will be used to send notices or requests for additional information.)

Telephone: (760) 920-8889

Federal Identification No.: _____

Contractor's License No.: 941857 State: CA

Classification: B Expiration Date: 1-31-24

Type of Business (check one):

Individual (), Partnership (), Joint Venture ()

Corporation (x), Other (Specify): _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint venturers, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors;

if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

9. PROPOSAL GUARANTEE. As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a) Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or
- (b) Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) Cash, in legal tender of the United States of America, enclosed in a separate envelope marked "Cash Proposal Guarantee."

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

10. BID PROTEST. In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline

will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Nate Greenberg, Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

11. ADDITIONAL REQUIRED DOCUMENTS. Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire
- (7) Public Contract Code Statement (Section 10232)

- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

12. DEFINITIONS. The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.



 (Signature of Authorized Person)

11/1/2023

 (Date)

Darrin Pagenkopp

 (Printed Name)

Owner

 (Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT

JAIL ADMINISTRATION REMODEL PROJECT

**BID BOND
(BID PROPOSAL GUARANTEE)**

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we, see attached

_____ as Principal, and
(Name of Bidder)

(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of _____ Dollars (\$ _____) for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **JAIL ADMINISTRATION REMODEL PROJECT**, in compliance with the Contract therefor:

Now, if the bid of the Principal shall be accepted and the Contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the Contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the Bid Package, or to furnish the required Faithful Performance and Labor and Materials Payment Bonds, Certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this Bond.

WITNESS our hands and seals this _____ day of _____, 20 ____ A.D.

Principal

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be sent)

Surety

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be sent)

NOTE:

THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The Bid Bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Bid Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

**County of Inyo (Attn.: Public Works Director)
224 North Edwards Street, P.O. Box N
Independence, California 93526**

JAIL ADMINISTRATION REMODEL PROJECT

**CASHIER'S OR CERTIFIED CHECK
(BID PROPOSAL GUARANTEE)**

(Not required if Bid Bond accompanies the bid as a proposal guarantee)

A cashier's or certified check in the amount required as a proposal guarantee for the Bid and made payable to the County of Inyo is attached below:

[]

ATTACH CHECK HERE

[]

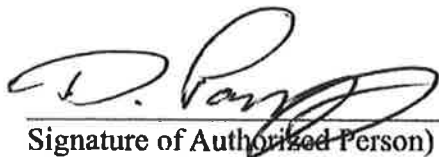
Bidder (print name): Darrin Pagenkopp

JAIL ADMINISTRATION REMODEL PROJECT
DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or \$10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER
	CARPET	28	CA Lic # 229210	556 Dunn Circle Sparks, NV


 Signature of Authorized Person

owner.
 (Title)

DARRIN PAGENKOPP
 (Printed Name)

11/1/23
 (Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY
(Government Code Section 12900 et seq., Sections 11135-11139.7)**

JAIL ADMINISTRATION REMODEL PROJECT

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance on the basis of religion, color, ethnic group identification, sex, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), and the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.7).

Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

DARRIN PAGENKOPP OWNER
(Name and Title of Signer)

[Signature] 11/1/23
Signature Date

Company Name Pagenkopp Company
Business Address 124 Mountain Rd.
 Big Pine, CA 93513.

CONTRACTOR'S LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)

JAIL ADMINISTRATION REMODEL PROJECT

I am aware of the provisions of Section 3700 and following of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Darrin Pagenkopp Owner
(Name and Title of Signer)

D. Pagenkopp
Signature

11/1/23
Date

Company Name Pagenkopp Company
Business Address 124 Mountain Rd, Big Pine

CONTRACTOR AND SUBCONTRACTOR REGISTRATION
With
CA Department of Industrial Relations (DIR)
(CA LABOR CODE SECTION 1725.5)

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.

D. Pano
Signed Name

11/1/23.
Date

Darrin Pagenkoff
Printed Name

PW-LR-10000964659.
CA DIR Registration No.

NON-COLLUSION AFFIDAVIT
(Public Contract Code Section 7106)
(Code of Civil Procedure Section 2015.5)

JAIL ADMINISTRATION REMODEL PROJECT

The undersigned declares:

I am the Owner of Pagenkopp Company, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

11/1/23, at Big Pine, CA
(Date) (City) (State)

DARRIN PAGENKOPP
(Name and Title of Signer)

[Signature] 11/1/23
Signature Date

Company Name Pagenkopp Co Inc.
Business Address 124 Mountain Rd
Big Pine

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

JAIL ADMINISTRATION REMODEL PROJECT

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation:

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10162 are true and correct.

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

JAIL ADMINISTRATION REMODEL PROJECT

In accordance with **Public Contract Code Section 10232**, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

By Bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with **Public Contract Code Section 10232** are true and correct.

DARRIN PAGENKOPP - Owner
(Name and Title of Signer)

D. Pagenkopp
Signature

11/1/23
Date

Company Name

Pagenkopp Co Inc.

Business Address

127 Mountain Rd.
Big Pine, CA

**LOCAL BUSINESS PREFERENCES
INYO COUNTY ORDINANCE NO. 1258**

JAIL ADMINISTRATION REMODEL PROJECT

Local Business Preference (Inyo County Ordinance No. 1258 is by reference only. Please contact Inyo County Public Works for further information.

SMALL BUSINESS ENTERPRISE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE/NEXT PAGE OF THIS FORM

Department: Inyo County Public Works Department LOCATION: Independence, CA

PROJECT DESCRIPTION: JAIL ADMINISTRATION REMODEL PROJECT

TOTAL CONTRACT AMOUNT: \$ 215,898.99

BID OPENING DATE: November 1st, 2023

2023 Pagenkopp Company Inc. BIDDER'S COMPANY

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	LICENSE INFO./CERT. No. of LOCAL AND SMALL BUSINESS ENTERPRISE AND EXPIRATION DATE	NAME AND CONTACT INFORMATION FOR LOCAL AND SMALL BUSINESS ENTERPRISE (Must be certified on the date bids are opened)	DOLLAR AMOUNT LOCAL AND SMALL BUSINESS ENTERPRISE
	JAIL REMODEL		Pagenkopp Company	160,998.99

For Inyo County to Complete:

Project Number: ZP-23-028

Financing Type: _____

Contract Award Date: _____

Checked by: _____

Print Name _____ Signature _____ Date _____

Total Claimed Participation \$160,998.99

72 %

D. Pagan
Signature of Bidder

11/1/23 (760) 920-8889
Date (Area Code) Tel. No.

DARRIN PAGENKOPP
Person to Contact (Please Type or Print)

**INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS)
(05/10)**

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If a SBE prime contractor is not certified on the date of the bid opening, the SBE prime contractor will not qualify for the contracting preference. If the SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.

Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's business license information/expiration date, certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

IMPORTANT: Identify **all** SBE firms participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. **Provide copies of the SBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.**

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

This form must be submitted with the bid if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.

ADDENDUM NO. 1
TO THE SPECIFICATIONS FOR
Jail Administration Remodel Project

October 25th, 2023

This addendum is being issued to notify bidders that the following changes have been made to the Project bid documents:

- 1. Demolition**
 - a. Stub wall in Assistant Sheriff's Room will still be removed.
 - b. Delete proposed 2 ½" pony wall on top of countertop at Records and demo cabinet and countertop below. This area will get a 3 ½" steel stud wall with drywall.
 - c. Surface communications conduit in Multi-Purpose Room will be demo'ed after IT removes the cabling.
- 2. Framing**
 - a. Wall and door addition off Hallway 2 in Public Information Officers Room have been omitted.
 - b. Add full height (9') 3 5/8" light gauge wall to area where cabinet will now be demo'd in Records.
 - c. Wire brush and prime exterior metal studs where there is visible rust.
 - d. Caulk daylight at bottom of expansion joint at prior to insulating exterior walls.
 - e. Proposed wall between Filing Room and Assistant Sheriff's Office has been removed from scope.
- 3. Doors, Frames, and Hardware**
 - a. All new doors and hardware have been removed from scope.
 - b. Only one new knock-down frame is required to pair with the repurposed door from the Records Room being reinstalled between the Sheriff's Office and the Assistant Sheriff's Office.
 - c. Existing door removed in between Civil Officer and Records will be reinstalled between Sheriff's and Assistant Sheriff's Office in a new Timely (or equal) frame
- 4. Electrical**
 - a. All electrical work will be by Change Order
 - b. The ceiling light fixture between the Filing Room and the Assistant Sheriff's Office will not need to be rotated or changed out to 2'x2' light fixtures because the proposed wall adjacent has been omitted.

5. **Painting**
 - a. Paint/Repaint all doors and frames located within the project area on the plan sheet
 - b. Paint mail organizer in Records Office black.
6. **Architectural Sheet Metal**
 - a. Add Sheet Metal Eyebrow over two exterior doors using the same Kynar 500 metal used for the parapet cap.
7. **Miscellaneous**
 - a. Add plastic corner protectors at 8) interior locations
 - b. Add FRP 4' high across two 3' legs of the Janitor's Mop Sink in Storage Room.
8. **Countertops**
 - a. Replace all plastic laminate countertops in Break Room and the Mail Room with black solid surface countertops.
9. **Flooring**
 - a. Omit carpet for Storage Room where mop sink is located. Sealed concrete to remain

Receipt of this addendum should be acknowledged by referencing Addendum #1 and the date of receipt of Addendum #1 on the Proposal Form. Failure to acknowledge receipt of this addendum on the Bid Proposal Form may be considered grounds for rejection of the bid.

If a bid is submitted, it should be with the understanding that the revisions contained herein are incorporated into the specifications for the **Jail Administration Remodel Project** and form a part of the bid documents. It is requested that Contractors that may have been given plans or specifications for this project be advised of these contract revisions.

Inyo County
Department of Public Works

Greg Waters
Senior Civil Engineer

Date: October 25th, 2023

INYO COUNTY CONTRACT CHANGE ORDER FORM

PROJECT: Jail Administration Remodel Project

CHANGE ORDER NO. 1

OWNER: Public Works

DATE: December 19th, 2023

CONTRACTOR: Pagenkopp Company, Inc.

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS AND THESE CHANGES ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:

DESCRIPTION	TIME EXTENSION	AMOUNT
-------------	----------------	--------

Increase the contract amount by \$19,281.00 (Nineteen Thousand, Two Hundred Eighty-one Dollars and No Cents)

Original Contract Amount.....	<u>\$215,898.99</u>
Amount for previous Change Orders	<u>\$0</u>
Contract amount prior to this Change Order	<u>\$215,898.99</u>
Amount of this Change Order	<u>\$19,281.00</u>
NEW CONTRACT AMOUNT including this Change Order	<u>\$235,179.99</u>

DATE OF TIME FOR COMPLETION AS OF THIS CHANGE ORDER:

ACCEPTED BY:

CONTRACTOR:



DATE: 12/19/2023

OWNER:



DATE: 12-19-23

Shannon Platt, Deputy Director of Public Works

Pagenkopp Company Inc.
Construction and Resort Specialists
Big Pine, CA 93513
760-920-8889(office)
714-280-6377(cell)
Lic#941857
DIR #PW-LR-10000964659
Inyo County

11/21/2023

Change Order #001

JAIL REMODEL

Electrical

Rewire eight (8) 3-way switches

Rewire six (6) 20-amp receptacles

Install four (4) new switches

Install four (4) 20-amp receptacles

Re-locate one (1) 2x4 ceiling fixture

Remove and replace drywall to access receptacles

Drywall patch backs, tape, and texture from electrical work

Remove Concrete Mop Sink, repair concrete, and install new 3 ¼" floor clean-out

Weld, flash, and waterproof extensive damage to exterior walls not included in original scope (not visible)

Demo, frame, drywall, texture additional reception area (left and right side of old opening)

Provide 4 surface mount LED lights for three storage rooms

Provide three 2' x 2' troffer lights located in intake room

Provide 2 new vanities with black vanity tops, undermount white sink, and new chrome faucet, waste line

Provide new black countertops under reception window

Provide new white undermount sink and faucet with waste line

Re-locate two (2) fire sprinkler heads, drain and repressurize system

Total of change order _____ \$19,281.00

All material is guaranteed to be as specified, and the work to be performed in accordance with information provided

Respectfully Submitted: Pagenkopp Company, Inc. SIGNATURE Darrin S. Pagenkopp

ACCEPTANCE OF CHANGE ORDER _____

The above process, specifications and conditions are satisfactory and hereby accepted. Pagenkopp Company, Inc. is authorized to do the work as specified. Change Order payment due as items are completed.

Please sign and return this to our office, or scan and email

DATE _____ SIGNATURE _____

**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and**

Pagenkopp Company, Inc., **CONTRACTOR**

for the

JAIL ADMINISTRATION REMODEL **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, November 7, 2023, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Pagenkopp Company, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of JAIL ADMINISTRATION REMODEL PROJECT (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the any and all Contract Documents specified within section 4 of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: JAIL ADMINISTRATION REMODEL **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions or Scope of Work Attachment. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions or Scope of Work Attachment.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: Two Hundred Fifteen Thousand Eight Hundred Ninety Eight and 99/100 dollars (\$ 215,898.99), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of (collectively "the Contract Documents"):

- | | |
|-------------------------------------|-------------------------------|
| <input checked="" type="checkbox"/> | The Bid Proposal Form |
| <input checked="" type="checkbox"/> | The Bid Bond |
| <input checked="" type="checkbox"/> | The Faithful Performance Bond |

- The Labor and Materials Payment Bond
- Insurance Specifications
- All documents as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020
- The Standard Specifications of the Inyo County Public Works Department, dated May 2020
- The Special Provisions concerning this Project including the Appendices and the Plans
- Scope of Work Attachment [negotiated contracts only]
- Any and all amendments or changes to any of the above-listed documents including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

All Contract Documents are attached hereto.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. **INDEMNIFICATION.** Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

9. **POLITICAL REFORM ACT.** Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

10. **COMPLIANCE WITH ALL LAWS.**

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

11. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.

12. PREVAILING WAGE. Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

13. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

14. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Public Works Department
Attn: Mike Errante, Director of Public Works

168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: Pagenkopp Company, Inc

124 Mountain Road

Big Pine, CA 93513

15. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

16. **WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

17. **TERMINATION.** This Contract may be terminated for the reasons stated below:
a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract; or
b. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

18. **TIME IS OF THE ESSENCE.** Time is of the essence for every provision.

19. **SEVERABILITY.** If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

20. **CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

21. **ATTACHMENTS.** All attachments referred to are incorporated herein and made a part of this Contract.

22. **EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

23. **ENTIRE AGREEMENT.** This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are

superseded in total by this Contract.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

COUNTY OF INYO

By: 

Name: Jennifer Roeser

Title: Chairperson

Dated: 11 /07/2023

CONTRACTOR

Pagenkopp Company, Inc.

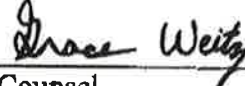
By: _____

Name: 

Title: Owner

Dated: 11 /07/2023

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

INYO COUNTY CONTRACT CHANGE ORDER FORM

PROJECT: Jail Administration Remodel Project

CHANGE ORDER NO. 2

OWNER: Public Works

DATE: January 16th, 2024

CONTRACTOR: Pagenkopp Company, Inc.

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS AND THESE CHANGES ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:

DESCRIPTION	TIME EXTENSION	AMOUNT
-------------	----------------	--------

Increase the contract amount by \$19,281.00 (Nineteen Thousand, Two Hundred Eighty-one Dollars and No Cents)

Original Contract Amount	<u>\$215,898.99</u>
Amount for previous Change Orders	<u>\$19,281.00</u>
Contract amount prior to this Change Order	<u>\$235,179.99</u>
Amount of this Change Order	<u>\$68,951.90</u>
NEW CONTRACT AMOUNT including this Change Order	<u>\$304,131.89</u>

DATE OF TIME FOR COMPLETION AS OF THIS CHANGE ORDER:

ACCEPTED BY:

CONTRACTOR: _____ DATE: _____

OWNER: _____ DATE: _____

Michael Errante, Director of Public Works

Pagenkopp Company Inc.
Construction and Resort Specialists
Big Pine, CA 93513
760-920-8889(office)
714-280-6377(cell)
Lic#941857
DIR #PW-LR-10000964659
Inyo County

Inyo County Public Works
12/18/2023

Change Order Request #2

JAIL ADMINISTRATION REMODEL PROJECT

1. Carpet Tile style upgrade as per Sheriff's request-	\$4,871.40
2. Add 80 sq. ft of Carpet squares and additional black base cove in Storage room	\$1,675.50
3. Install 13 Window blinds provided by customer	\$812.50
4. Complete floor prep- grinding, scraping sanding & disposal of the old adhesive.	\$ 3555.00
5. New upgraded 24 g. parapet cap, parapet repair, flat stock, fasteners, paint, adhesive, labor, lift rental- \$69,250(less original bid 11,212.50) new price with changes-	\$58,037.50

Total of Change Order Request #2 _____ **\$68,951.90**

All material is guaranteed to be as specified, and the work to be performed in accordance with information provided

Respectfully Submitted: Pagenkopp Company, Inc. SIGNATURE *Darrin S. Pagenkopp*



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2024-32

Water Commission Appointments Water Department ACTION REQUIRED

ITEM SUBMITTED BY

Holly Alpert, Water Director

ITEM PRESENTED BY

Holly Alpert, Water Director

RECOMMENDED ACTION:

Consider the Letters of Interest received and appoint two Water Commissioners each to four-year terms ending December 31, 2027.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Water Commission currently has two vacancies with a term ending December 31, 2023. The Assistant Clerk of the Board has advertised this vacancy in accordance with County policy. Prior to the application deadline, a Letter of Interest was received from Robert Dan Berry seeking re-appointment to the Commission to complete a four (4) year term of office ending December 31, 2027, and a Letter of Interest was received from Victoria Glinskii.

Mr. Nate Gratz declined to reapply. His service has been greatly appreciated.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	024102
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Water Commission stipends and travel expenses are budgeted and paid from the Water Department budget (024102).			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Not appoint a Commissioner at this time and re-advertise to fill the vacancies.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Letter of Interest - Dan Berry
2. Letter of Interest - Victoria (Vikki) Glinskii
3. Resume - Victoria Glinskii

APPROVALS:

Darcy Ellis	Created/Initiated - 1/11/2024
Holly Alpert	Approved - 1/11/2024
Darcy Ellis	Approved - 1/11/2024
Nate Greenberg	Final Approval - 1/11/2024

Dan Berry
400 Dominy Rd
Lone Pine, CA 93545

December 21, 2023

Jennifer Roeser
Chair, Inyo County Board of Supervisors
168 N. Edwards St
Independence, CA 93526

Dear Ms. Roeser,

I currently serve on the Inyo County Water Commission and would be honored to continue to serve. Approximately one year ago, I assumed a vacant position that expires on December 31, 2023. I am becoming quickly familiarized with the role and nuances of this unique commission. My effectiveness and understanding of this role continue to grow.

I have worked statewide in public agency risk management for over 20 years, serving Cities, Counties, Special Districts, and currently K-12 schools. My skills are in risk control, regulatory compliance, and insurance program administration; my expertise is troubleshooting and creating solutions for public agency challenges.

I am a fifth generation Inyo County resident, my mother's family settled in Lone Pine from Mexico in the 1860's. My wife, Julie and I were born and raised in Lone Pine. My remote position and Julie's flexible Registered Nurse schedule allowed us to return home three and half years ago with our four children to be near my parents.

I have a strong understanding of the history of water issues in the Owens Valley and California, my family has lived through the controversies and challenges. I do not have an agenda to serve in this position, I form conclusions based on facts and I work collaboratively with colleagues and clients on projects and initiatives on an ongoing basis. The foundation for effectively working together is civility and honesty.

Please consider re-appointing me to the position of Water Commissioner. I am a natural servant-leader; my background and experience as a parent, spouse, public and private sector employee and director provide me with the skills and temperament to effectively serve the people of Inyo County in this capacity.

Respectfully,



Dan Berry

From: Vikki Glinskii <vikki@glinskii.com>
Sent: Monday, December 4, 2023 10:50 AM
To: Darcy Ellis <dellis@inyocounty.us>
Subject: Request for Appointment: Inyo County Water Commission

You don't often get email from vikki@glinskii.com. [Learn why this is important](#)

Dear Inyo County Board of Supervisors,

My name is Victoria (Vikki) Glinskii and I live at 805 Valley West Circle in Bishop. I would like to offer my skills and time to the Inyo County Water Commission. My expertise is in health management - and without appropriate and sustainable access to water, we cannot be a healthy community.

Helpful qualifications:

- Master's in Public Health from UC Berkeley (graduating this summer). Concentration in Health Policy & Management.
- Graduate Certificate in Health Management that emphasizes the complexities involved in health system reform, advancing equity, and being good stewards of scarce resources.
- Trained in GIS mapping (ArcGIS).
- Extensive research and data analysis experience, fluency in Excel.
- 14 years experience in the medical field working in organ donation (2009-2023).
- Rural work experience as co-founder and board member of Joe's Valley Fest nonprofit organization since 2015, whose mission is sustainable economic development.
- 10+ years of professional photography & videography experience.

Please let me know if I can offer any additional information. Thank you for your consideration!

All my best,
Vikki

VICTORIA (VIKKI) GLINSKII

vikki@glinskii.com | 858-401-3469

EDUCATION

UNIVERSITY OF CALIFORNIA, BERKELEY

Master of Public Health | Health Policy and Management Concentration | Winter 2023/2024

B.A. in Public Health | Focus on Health Policy and Management | May 2008

SUMMARY OF QUALIFICATIONS

- **Graduate Certificate of Health Management:** professional skills in applied managerial decision-making in the healthcare sector, including specialized knowledge and expertise in the understanding of organizational and financial structures within organizations and strategic planning and implementation.
- **Project Management:** knowledge of how to plan, execute, monitor and evaluate multiple concurrent projects, including creating and staying within evolving timelines and constrained budgets. Ability to work in a collaborative manner in a team setting and utilize cooperative problem solving. Proficient in team organization tools (e.g., Gantt chart).
- **Visual & Narrative Storytelling:** experienced in the creation of multimedia content for rural and international clients. Proficient in Adobe Suite and ArcGIS mapping.

EXPERIENCE

Course Facilitator, Organizational Behavior and Management

University of California, Berkeley / August 2023 - October 2023

This course is one of three required to earn a Graduate Certificate of Health Management through the Master's of Public Health program at UC Berkeley.

- Updated and edited all online course materials for graduate course in Organizational Behavior and Management, including syllabus, video tutorial content, tagged Adobe PDFs of readings, Google doc and excel workbooks, and the course site.
- Maintained timely, accurate and clear email communication with the teaching team and students.
- Hosted live online office hours via Zoom to provide additional depth to class lectures or readings, and answer student questions.
- Assessed student and teaching team feedback/experience after class completion to create/update 2024 classwork and materials.

Policy Analyst Intern, Office of Cannabis Management

Los Angeles County Department of Consumer and Business Affairs / August 2022 - May 2023

- Provided a public health lens to assist with formation of an equity-based commercial cannabis regulatory framework in unincorporated Los Angeles county.
- Interpreted results of data analysis for public health research, policy or practice by adding public health data into the final version of the Equity Assessment Report to provide information on how to best create an equity-based framework for regulation of legal cannabis businesses in unincorporated LA County, to combat structural bias and social inequities caused by racism.
- Advocated for political, social or economic policies and programs that will improve health in diverse populations by evaluating and adding a health equity lens to the Equity Assessment Report and Public Comment Survey.
- Assessed and appropriately predicted challenges that were and will be encountered in implementing the equity-based legal framework for cannabis business permitting and regulation in unincorporated LA County.
- Performed effectively on interprofessional teams with members from different professional backgrounds (with public health professionals representing only one type of team member).
- Applied methods of advocacy, such as coalition-building, persuasive communications (including via evolving technologies like social media) and negotiation with stakeholders to influence public health outcomes by producing informational content (video, email, newsletter) for public policy outreach and education and assisting in the creation and implementation of a community feedback live and virtual campaign.
- Lead team in creation and dissemination of a Public Comment Survey that provided the opportunity for vital public commentary, included as an addendum to the Equity Assessment Report.

Organ Allocation Coordinator, Procurement Department

Donor Network West / August 2009 - August 2023

- Served as a recognized expert in donor-matching, client relations and logistics at one of the highest performing organ procurement organizations in the U.S.
- Facilitated thousands of accurate and timely life-saving matches of available organs.
- Consistently communicated with clear, concise, and professional language as the intermediary between donor organs and recipients.
- Quickly and precisely synthesized vital donor clinical information for transplant surgeons.
- Efficiently coordinated travel and logistics for transplant surgeons and the organs.
- Mastered flexible, deadline-oriented problem solving for unpredictable issues.
- Substantial capacity to appropriately balance and organize a heavy, varied, and unforeseeable workload with many moving parts.
- Founding member of a company-wide Diversity, Equity & Inclusion Council (2020) to promote health equity in organ donation and better serve our diverse community of employees, donors and recipients.

Founder & Board Member

Joe's Valley Festival, Inc. / September 2015 - Present

The first 501c3 nonprofit climbing and community-focused festival in the U.S. with the mission to generate rural economic growth outside of the extraction industry in a resource limited environment. Recognized with the 2018 Economic Impact Award from the Utah Office of Outdoor Recreation.

- As Marketing Manager, produced and implemented a marketing program with zero budget to grow Festival participation from 50 to 500 and amplify Festival reach to over 10k annually (from August 2016 to January 2019).
- As Sponsorship Coordinator, created original sponsorship deck materials and increased revenue 4x as the main fundraiser for the annual Festival (from September 2015 - January 2020).

Head Photographer

Flash Foxy, Inc. / March 2016 - March 2022

- Hired, managed, and coordinated team of 7 photographers annually.
- Worked with event organizers and sponsors to create outreach campaigns.
- Created mentor/mentee program that fostered community and inclusivity by matching photographers to the athlete clinics they were photographing (e.g., trans to trans, BIPOC to BIPOC, non-binary to non-binary).

Founder & Partner

The RV Project, LLC / September 2012 - Present

Storytelling-based photo, video, and media production company

- Created compelling visual narrative content for companies including Red Bull, REI Co-op, The North Face, Adidas, Arc'teryx and Outside Magazine with combined video views reaching over 1 million and blog with 10,000+ pageviews per month
- Securely established a flexible work mindset with the ability to troubleshoot and adjust timelines on the fly while thriving in a myriad of environments – from the boardroom to a studio to a rock-climbing wall in Yosemite Valley

ADDITIONAL LEADERSHIP & SKILLS

- *Diversity, Equity, and Inclusion (DEI):* Donor Network West Diversity, Equity & Inclusion Council (2020 - 2023); UCSF School of Medicine and Enact Leadership Diversity, Equity, and Inclusion Champion Training Certificate (2021)
- *Software:* Proficient in R Studio, Microsoft Office, Microsoft Outlook, Adobe Creative Suite, Zoom, ArcGIS (Geographic Information Systems) mapping.
- *Strategic Planning:* SWOT analysis, Gantt chart, PDSA (Plan, Do, Study, Act) cycles, Current State Assessment (Prioritization Matrix, Process Maps, Voice of the Customer, Fishbone Diagrams, Pareto Charts), Project Charter creation, logic modeling.



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2023-4459

Board of Supervisors Committee Appointments for 2024 Board of Supervisors ACTION REQUIRED

ITEM SUBMITTED BY

Board of Supervisors

ITEM PRESENTED BY

Chairperson Kingsley

RECOMMENDED ACTION:

Approve the 2024 Board of Supervisors committee assignments as recommended by the Chairperson, including the addition of an alternate position on the Inyo-L.A. Standing Committee and on the City of Bishop-County of Inyo Liaison Committee.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

At this time your Board is asked to make the necessary appointments as recommended by the 2024 Chairperson Matt Kingsley. Your Board is also being asked to create alternate positions on the Inyo-L.A. Standing Committee and on the City of Bishop-County of Inyo Liaison Committee.

The proposed 2024 committee assignments are attached.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may propose changes to the Chairperson's recommendations.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Proposed 2024 Committee Appointments

APPROVALS:

Darcy Ellis	Created/Initiated - 1/3/2024
Darcy Ellis	Approved - 1/3/2024
Nate Greenberg	Final Approval - 1/10/2024

2024 BOARD APPOINTMENTS to COMMITTEES for ACTIVE and AD HOC COMMITTEES ONLY

Approved by the Board of Supervisors on 01.09.24 unless noted otherwise

Board/Committee/Commission	Position(s)	Appointments
Agricultural Resources Advisory Board	1 member 1 alternate	Jennifer Roeser – member Scott Marcellin – alternate
Aviation Advisory Committee - Northern	2 members	Jennifer Roeser – member Scott Marcellin – member
Aviation Advisory Committee - Southern	2 members	Matt Kingsley – member Jennifer Roeser – member
Behavioral Health Advisory Board	1 member 1 alternate	Trina Orrill – member Scott Marcellin – alternate
BLM Resource Steering Committee	1 member	Jennifer Roeser – member
Bishop Rural/Rural Fire Protection Ad Hoc Committee	2 members	Scott Marcellin – member Nate Greenberg – member
California State Association of Counties (CSAC)	1 member 1 alternate	Trina Orrill – member Jeff Griffiths – alternate (Appointments made by Board Order 11.07.23)
Child Care Planning Council	1 member	Trina Orrill – member
Child Support Services Regional Oversight Committee	1 member plus CAO	Jennifer Roeser – member
Children and Families Commission – First 5	1 member 1 alternate <i>(created by Board Order 12-19-17)</i>	Trina Orrill – member Jeff Griffiths – alternate
City of Bishop Liaison Committee	2 members 1 alternate plus CAO	Jeff Griffiths – member Scott Marcellin – member Trina Orrill - alternate
County Service Area #2 (Bishop Creek Sewer) Advisory Board	1 member	Jennifer Roeser – member
Eastern Sierra Area Agency on Aging Advisory Council	1 member	Trina Orrill – member
Eastern Sierra Council of Governments (ESCOG)	2 members 2 alternates	Trina Orrill – member Jeff Griffiths – member Jennifer Roeser – alternate Scott Marcellin – alternate
Eastern Sierra Transit Authority (ESTA)*	2 members <i>(cannot serve simultaneously on LTC)</i>	Jeff Griffiths – member Trina Orrill – member
Eastern Sierra InterAgency Visitor Center Board of Directors	1 member 1 alternate <i>(created by Board Order 2-21-17)</i>	Matt Kingsley – member Jennifer Roeser – alternate
Eastern Sierra Subregional Committee – Sierra Nevada Conservancy	1 member <i>(rotated among Inyo, Mono & Alpine every two years)</i>	Inyo appointee: Jeff Griffiths
Emergency Medical Care Committee	1 member	Jennifer Roeser – member
Environmental Services JPA	1 member 1 alternate	Matt Kingsley – member Cap Aubrey – alternate (Appointments made by Board Order 11.07.23)
Foster Care Commission	1 member	Jeff Griffiths – member
Financial Advisory Committee	2 members	Scott Marcellin – member Trina Orrill – member
Great Basin Unified Air Pollution Control District *	2 members 1 alternate	Matt Kingsley – member Jennifer Roeser – member Scott Marcellin – alternate
Inyo-Mono Advocates for Community Action	1 member	Jeff Griffiths – member (appointment made by IMACA)
Indian Gaming Local Community Benefit Committee	2 members	Scott Marcellin – member Matt Kingsley – member
Indian Wells Valley Groundwater Authority Board <i>(added by Board Order 07-26-16)</i>	1 member 1 alternate	Matt Kingsley – member John Vallejo – alternate
Integrated Solid Waste Management Task Force	1 member	Scott Marcellin – member
Integrated Solid Waste Management Hearing Panel	1 member	Scott Marcellin – member
InterAgency Committee on Owens Valley Land & Wildlife	1 member	Jennifer Roeser – member
Inyo Fish & Wildlife Commission	1 member	Jennifer Roeser – member
Juvenile Justice Coordinating Committee (2000)	1 member	Jeff Griffiths – member
Law Library Board of Trustees	1 member	Trina Orrill – member
Local Agency Formation Commission (LAFCo)*	2 members 1 alternate	Scott Marcellin – member Jeff Griffiths – member Trina Orrill – alternate
Local Transportation Commission (LTC)	2 members <i>(cannot serve simultaneously on ESTA Board)</i>	Scott Marcellin – member Jennifer Roeser – member Matt Kingsley – alternate
National Association of Counties (NACo)	1 member 1 alternate	Jennifer Roeser – member Scott Marcellin – alternate
Owens Valley Groundwater Authority <i>(added 08-01-17)</i>	1 member 1 alternate	Scott Marcellin – member Trina Orrill – alternate
Random Access Network Board (R.A.N.)	1 member	Scott Marcellin – member
Rural Counties Representatives of California (RCRC)	1 member 1 alternate <i>(also serve as reps for Golden State Finance Authority Board, Golden State Connect Authority)</i>	Matt Kingsley – member Scott Marcellin – alternate
Standing Committee	2 members 1 alternate	Matt Kingsley – member Jeff Griffiths – member Jennifer Roeser – alternate
Tribal Consultation Committees	Bishop Paiute Tribe – Scott Marcellin, Jeff Griffiths Big Pine Paiute Tribe – Trina Orrill, Jennifer Roeser Fort Independence Tribe – Matt Kingsley, Jennifer Roeser Lone Pine Paiute Shoshone Reservation – Matt Kingsley, Jennifer Roeser	

	Timbisha Shoshone Tribe – Matt Kingsley, Jeff Griffiths	
Yucca Mountain Program Representatives	2 members	Matt Kingsley – member Trina Orrill – member
Western Counties Alliance Board of Directors	1 member	Jennifer Roeser – member

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



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2023-4463

Amargosa Basin Presentation Board of Supervisors NO ACTION REQUIRED

ITEM SUBMITTED BY

Friends of the Amargosa Basin

ITEM PRESENTED BY

Susan Sorrells, Cameron Mayer

RECOMMENDED ACTION:

Hear update from Friends of the Amargosa Basin on the effort to create the Amargosa Basin National Monument.

BACKGROUND / SUMMARY / JUSTIFICATION:

Friends of the Amargosa Basin President Susan Sorrells and Executive Director Cameron Mayer have requested the opportunity to provide your Board with an update on the effort to create the Amargosa Basin National Monument.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Decline to hear the presentation.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Inyo BOS Presentation

APPROVALS:

Darcy Ellis

Created/Initiated - 1/10/2024

Darcy Ellis

Approved - 1/10/2024

Nate Greenberg

Final Approval - 1/10/2024

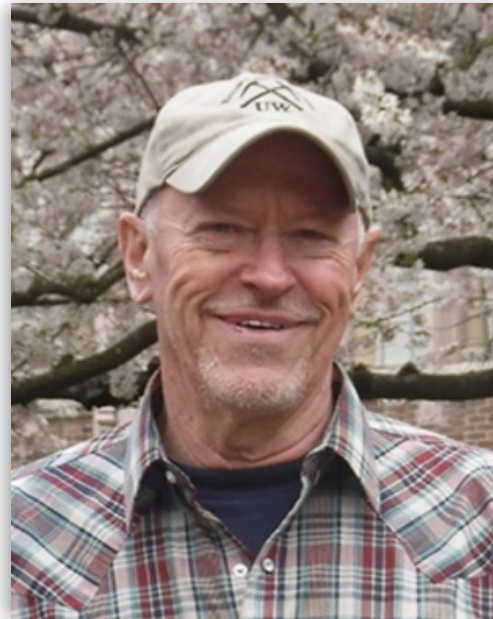


The Amargosa Basin

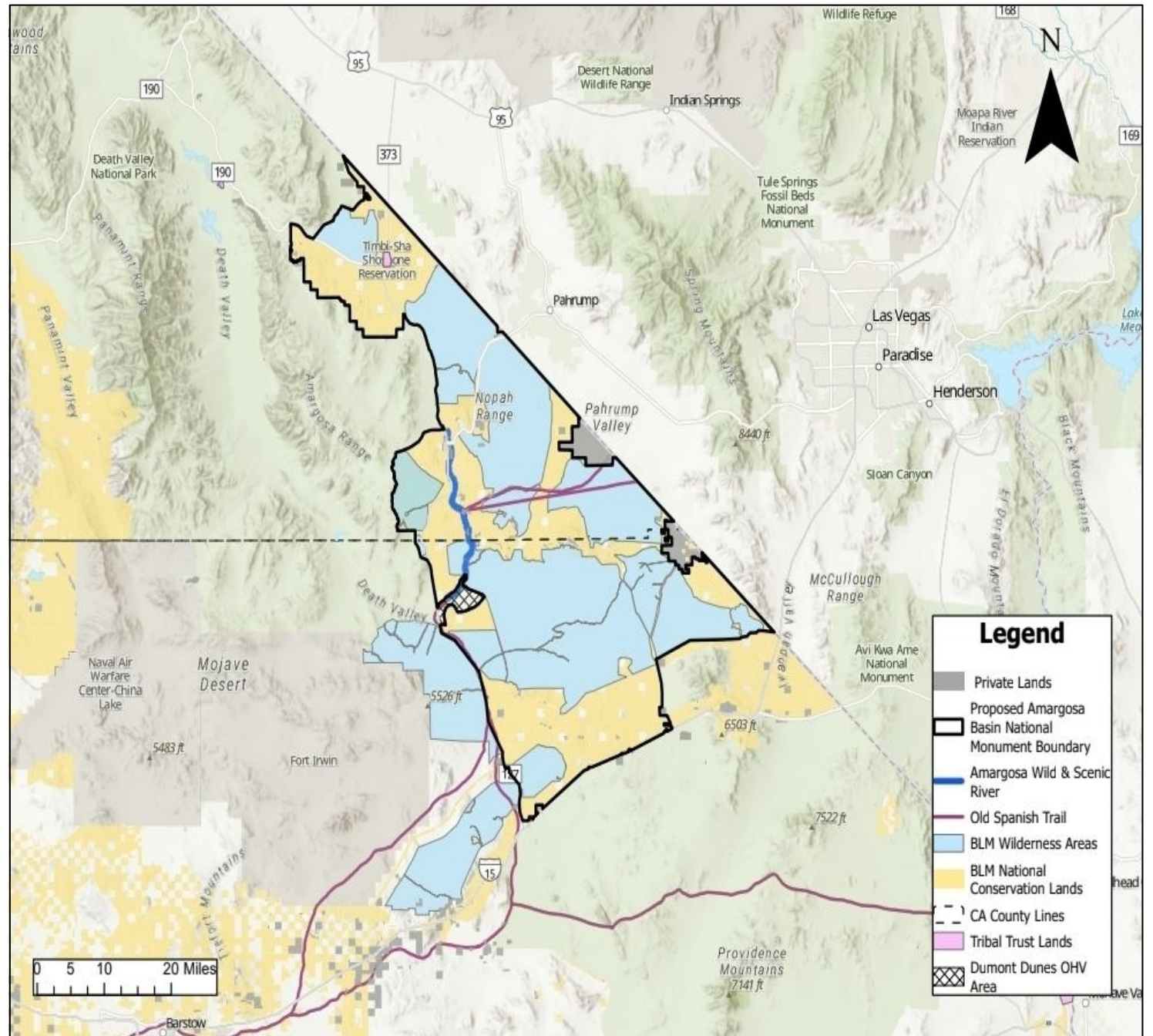
A Land Worth Protecting for Future Generations

Our Organization

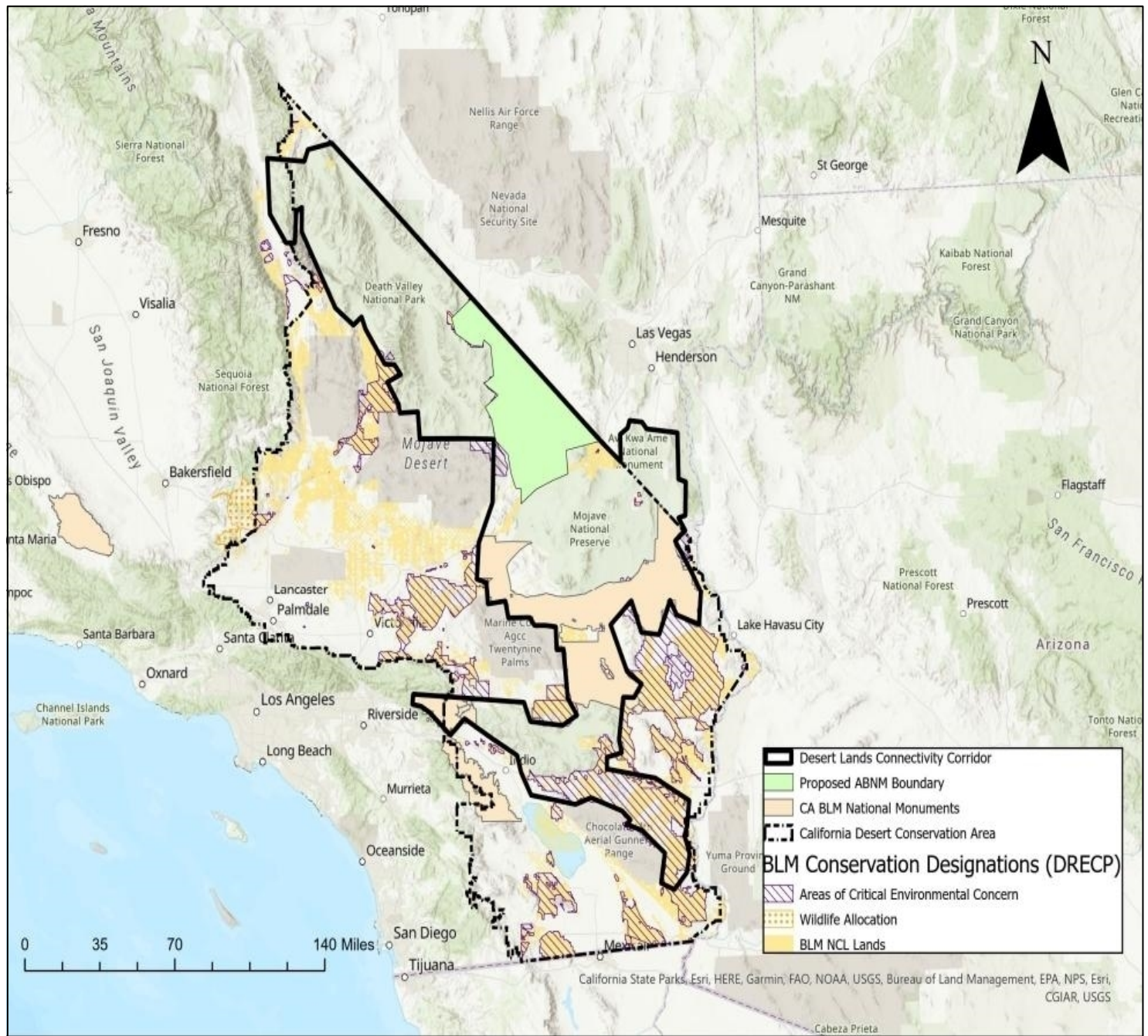
- Susan Sorrells, President
- Lee Adams, Vice Pres.
- Darrel Cowan, Secretary
- Len Warren, Treasurer
- Janet Foley, Director
- Cameron Mayer, Executive Director



Proposed Amargosa Basin National Monument



The Missing Link?



Legal basis of the establishment of monuments

- The Antiquities Act of 1906
- The National Landscape Conservation System of 2009



Present Land Designations in the Amargosa

- The Amargosa Basin already includes many of the ten units of the NCLS: a Wild and Scenic River, Wilderness Areas, a National Historic Trail and National Conservation Areas.
- Taking the next step and designating the entire Amargosa Basin as a national monument would ensure holistic management. The whole is far greater than the sum of its parts.
- Monument status has no jurisdiction over tribal lands or private property



Opportunities offered by Monument Status

- Sustainability in the land:
 - Holistic management
 - Connectivity
 - Intact habitat
 - Compatible uses
 - Uplifted status
- Sustainability in communities:
 - Quality of life
 - Sacred sites and uses
 - Economy
 - Collaboration
 - Uplifted status



First Step: Listening

- Communities
- Tribal Nations
- Partners
- Government Agencies
- Elected Officials



Second Step, Creating a Campaign That Includes All Voices

Continue to build a coalition of partners through communication and meetings

Prepare campaign communication materials to spread the word about the proposed monument

Continuing to listen to Tribal Nations with the goal of engaging them in monument management

Education and relationship building



Friends of the Amargosa Basin

PO Box 145

Shoshone, CA 92384

www.friendsoftheamargosabasin.org

info@friendsoftheamargosa.org





INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2024-31

Written Report from Inyo County Film Commissioner County Administrator - Advertising County Resources NO ACTION REQUIRED

ITEM SUBMITTED BY

County Administrator

ITEM PRESENTED BY

Film Commissioner

RECOMMENDED ACTION:

Receive written report on local filming activity from Film Commissioner Jesse Steele.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Film Commissioner Jesse Steele will be presenting the first of two annually required written reports to your Board on recent filming activity in Inyo County.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Darcy Ellis

Created/Initiated - 1/10/2024

Darcy Ellis

Final Approval - 1/10/2024



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2024-25

Administration Department Restructure County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

- A) Approve the proposed restructuring of the Administration Department as recommended;
- B) Approve changes to the Authorized Strength in the County Administrative Officer Department by:
 - 1. Adding one (1) Deputy County Administrator at Range 88 (\$8,232-\$10,003) or Senior Deputy County Administrator at Range 92 (\$9,079-\$11,036), depending on qualifications and scope of duties/responsibilities, and deleting one (1) Assistant County Administrative Officer at Range 160 (\$11,553-\$14,043); and
 - 2. Adding one (1) Assistant Director of Budget and General Services at Range 92 (\$9,079-\$11,036) and deleting one (1) Senior Budget Analyst at Range 88 (\$8,232-\$10,003); and
- C) Approve the job descriptions for the Deputy/Senior Deputy County Administrator and Assistant Director of Budget and General Services;
- D) Approve the contract between the County of Inyo and Meaghan McCamman for provision of personal services as Deputy County Administrator at Range 88, Step E, \$10,003 per month, effective January 18, 2023, and authorize the County Administrator to sign;
- E) Approve the contract between the County of Inyo and Denelle Carrington for provision of personal services as Assistant Director of Budget and General Services at Range 92, Step E, \$11,036 per month, effective January 18, 2023, and authorize the County Administrator to sign; and
- F) Direct stay to update the publicly available pay schedule accordingly.

BACKGROUND / SUMMARY / JUSTIFICATION:

In the fall of 2021, then County Administrative Officer (CAO) Leslie Chapman received approval from the Inyo County Board of Supervisors to authorize an additional Assistant County Administrative Officer (ACAO) in order to establish succession plans and garner further support for the training and development of new staff members in both Personnel and County Administration. Sue Dishion was appointed into one of the ACAO positions in September, 2021 and Meaghan McCamman into the second ACAO position in November, 2021 with the intent of growing into this new role while also furthering countywide housing and economic development efforts. It was anticipated at the time that Mrs. McCamman would assume the singular ACAO role upon Mrs. Dishion's future retirement date.

Mrs. Dishion has recently announced her retirement, with an expected date in March 2024. This announcement is triggering the need to review and evaluate the overall staffing needs within the Administration Department. This has become common practice when key positions are vacated throughout the organization - effectively evaluating service design and taking advantage of an

opportunity to ensure that operating structure and authorized position(s) still meets the organizational needs.

What has become evident over the past year is that staff (across the organization) are working at capacity. Meanwhile, there are a significant number of high-priority and high-value projects which demand continual engagement from staff. Further, considering that a number of these projects require engagement or oversight from Administration, it is clear that reducing the overall number of staff within that department will force the Board to make some critical decisions around what activities should be de-prioritized or otherwise postponed. Multiple discussions with the Board have indicated that it is impractical to scale-back operations, and there is no desire to do so at this point. In fact, the Board has instead been encouraging the CAO to scale-up grant support capabilities within Administration to support the large volume of work going on, and opportunities on the horizon. Further, several departments have approached the CAO seeking out additional administrative support for projects, grants, and operations which they are currently responsible for executing.

Given the Board's interest around the above, Administration has been evaluating different approaches to improve operational effectiveness while keeping costs down and ensuring that the proper resources are put in place. Through these conversations has emerged the concept of standing up a new Project Management Office (PMO) within Administration that can support Countywide efforts requiring higher-levels of support, oversight, coordination, and/or require financial or legislative resources.

With Mrs. Dishion's retirement comes the opportunity and need to look toward implementing a PMO within our existing resources. The proposal being brought forward through this item would effectively reduce one Assistant County Administrative Officer position to a Deputy County Administrator who will be responsible for overseeing this new PMO function. In addition, some duties which were previously held each of the two ACAOs would be redistributed, and the existing Senior Budget Analyst position for the County upgraded to take on the oversight of Motor Pool, Veterans Services, and Reception Services at the Bishop Consolidated Office Building. Through this process, it is the intent of the Board and Administration to recruit for a new ACAO behind Mrs. Dishion, and have Meaghan McCamman step into the Deputy CAO role overseeing the PMO.

While the staffing changes will go into effect immediately, it will take some time to fully stand up the PMO. The initial aspects of that effort will be to begin operationalizing the new Inyo County Strategic Plan and developing a comprehensive work program associated with the identified priorities, in addition to rationalizing that work alongside the existing overall project portfolio for the County. In addition, PMO staff will be engaging with County Department Heads to better understand what work is happening within their departments which require or could otherwise benefit from higher-level support, and then working to develop a plan to manage this overall workload.

Given that this is an entirely new function for the County and staff stepping into new roles, it is expected that there will need to be continual evaluation of the new systems, and potentially tweaks made to ensure effectiveness. As such, Administration will have regular conversations with the County Leadership Team and Board of Supervisors to receive feedback and input around how to further shape the PMO in order to best serve the needs of the County.

FISCAL IMPACT:			
Funding Source	General Fund	Budget Unit	010200/010202
Budgeted?	Yes	Object Code	Salaries and Benefits
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
The Current Fiscal Year Impact is a savings to the General Fund overall.			
Future Fiscal Year Impacts			

These positions will be budgeted in future fiscal years.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this proposed restructure, or any portion of it. This is not recommended as the proposed changes are designed to improve service delivery to the overall County organization while remaining budget and position neutral.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Proposed Admin Restructure - 2024
2. Assistant Director of Budget and General Services Job Description
3. Assistant Director of Budget and General Services Contract
4. Deputy CAO and Sr. Deputy CAO Job Description
5. Deputy CAO Contract

APPROVALS:

Nate Greenberg	Created/Initiated - 1/10/2024
Darcy Ellis	Approved - 1/10/2024
Denelle Carrington	Approved - 1/10/2024
Keri Oney	Approved - 1/10/2024
John Vallejo	Final Approval - 1/11/2024



2024 PROPOSED ADMIN RESTRUCTURE

January 16, 2024

RESTRUCTURE DRIVERS/TRIGGERS



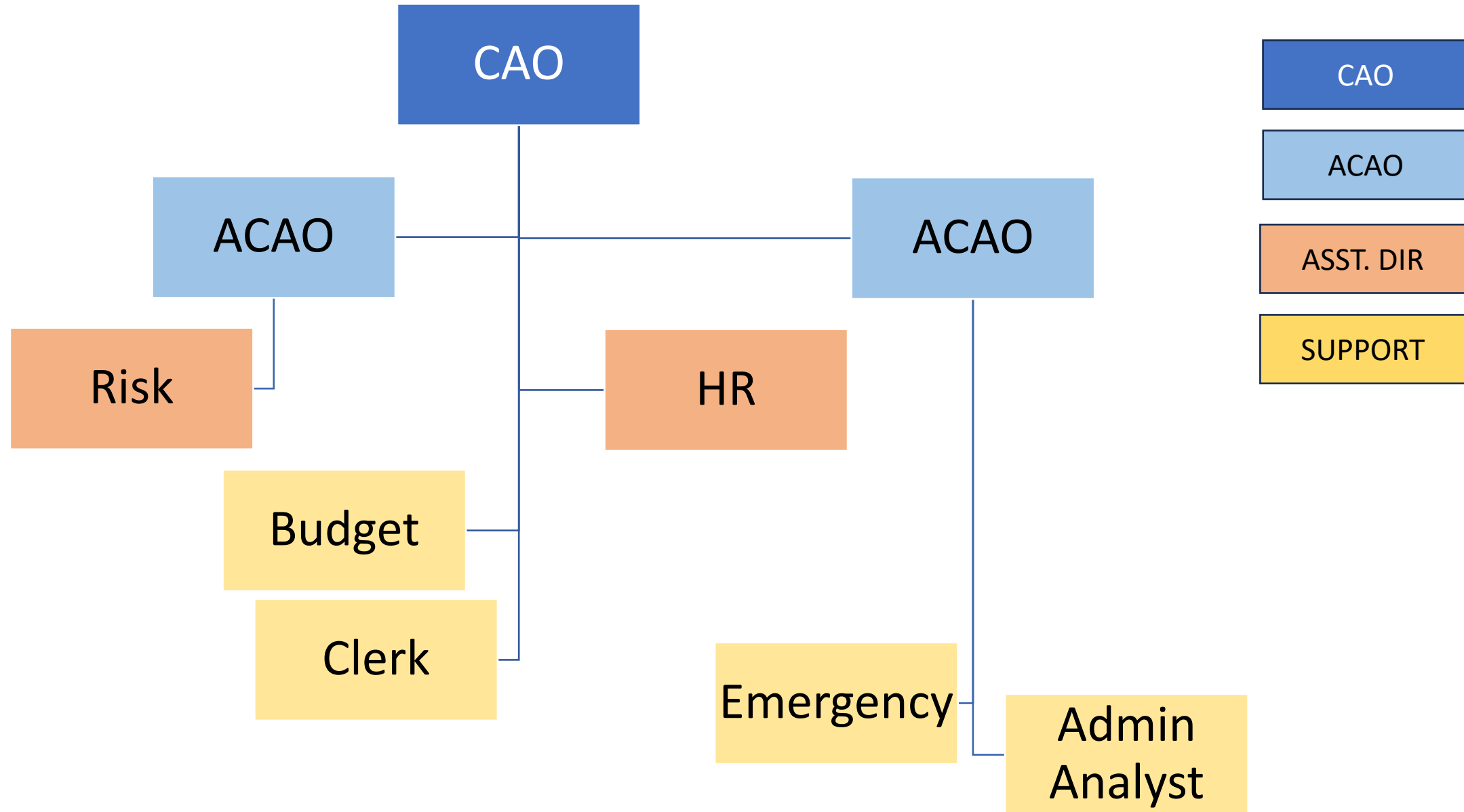
- Sue Dishion (ACAO) retiring in March | Gradual phase-out
- Significant project load – lots in flight
 - Reduced capacity = scaled-back efforts
- Board desire to increase capacity around grant administration
- Department support needs



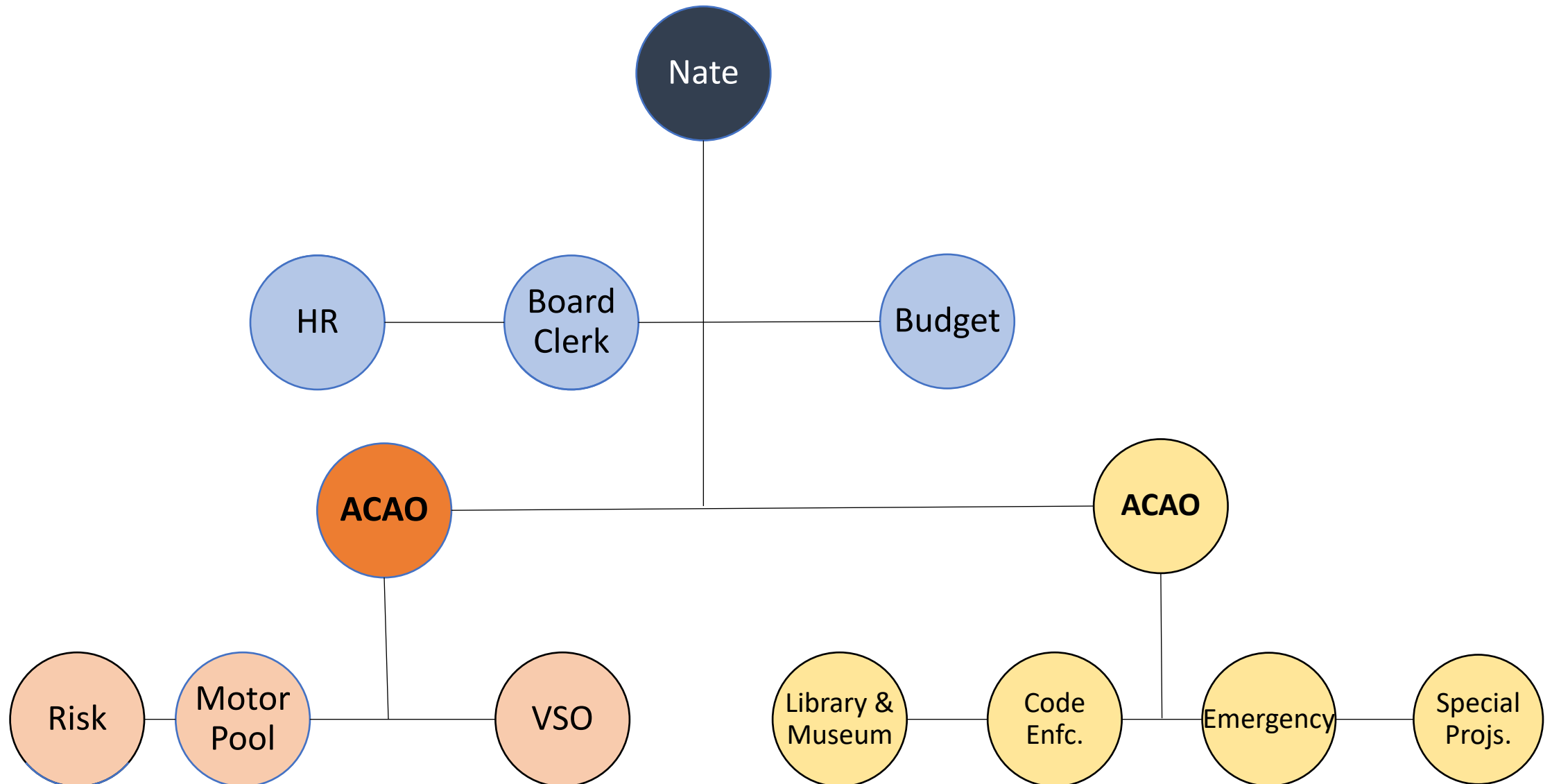
RESTRUCTURE CONCEPTS

- No Authorized Strength or budget increase
- Convert 1 ACAO to Deputy CAO
 - Project Management Office (PMO) oversight
 - Special/Large Project Management (Economic Development; Housing; etc.)
 - Grants & Legislative Affairs
- Recruit for second Assistant CAO Position
- Upgrade existing Senior Budget Analyst to “Asst. Director of General Services”
 - Budget | Motor Pool | VSO | COB Reception

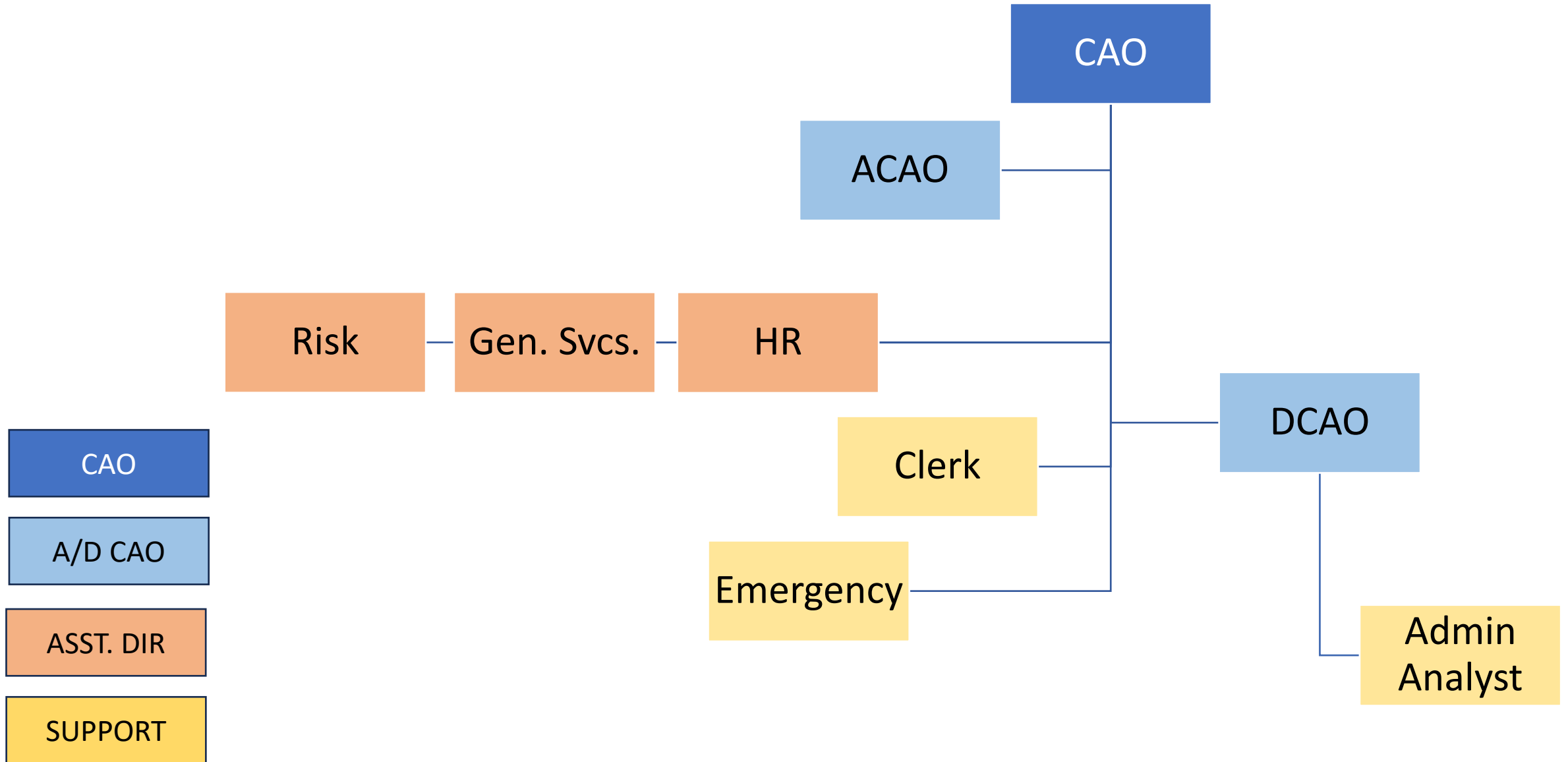
CURRENT STRUCTURE



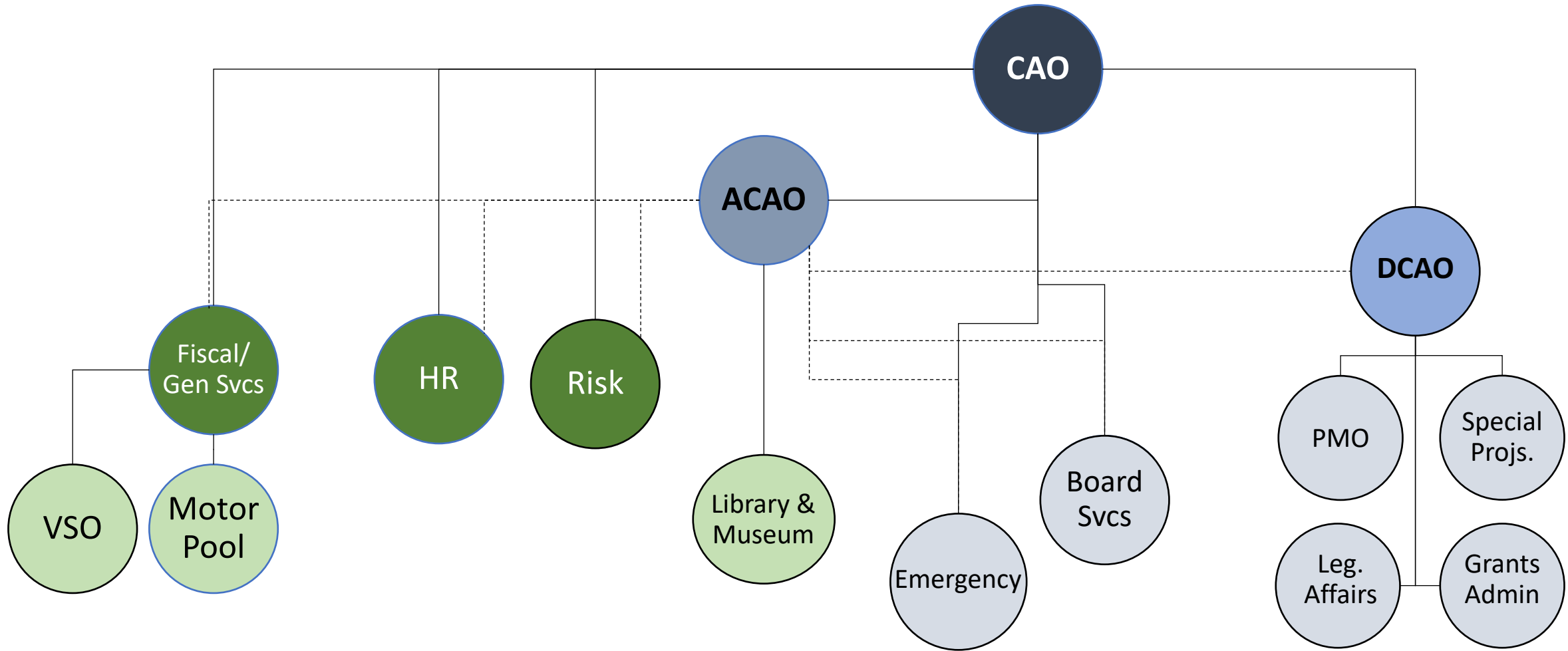
EXISTING ROLES & RESPONSIBILITIES



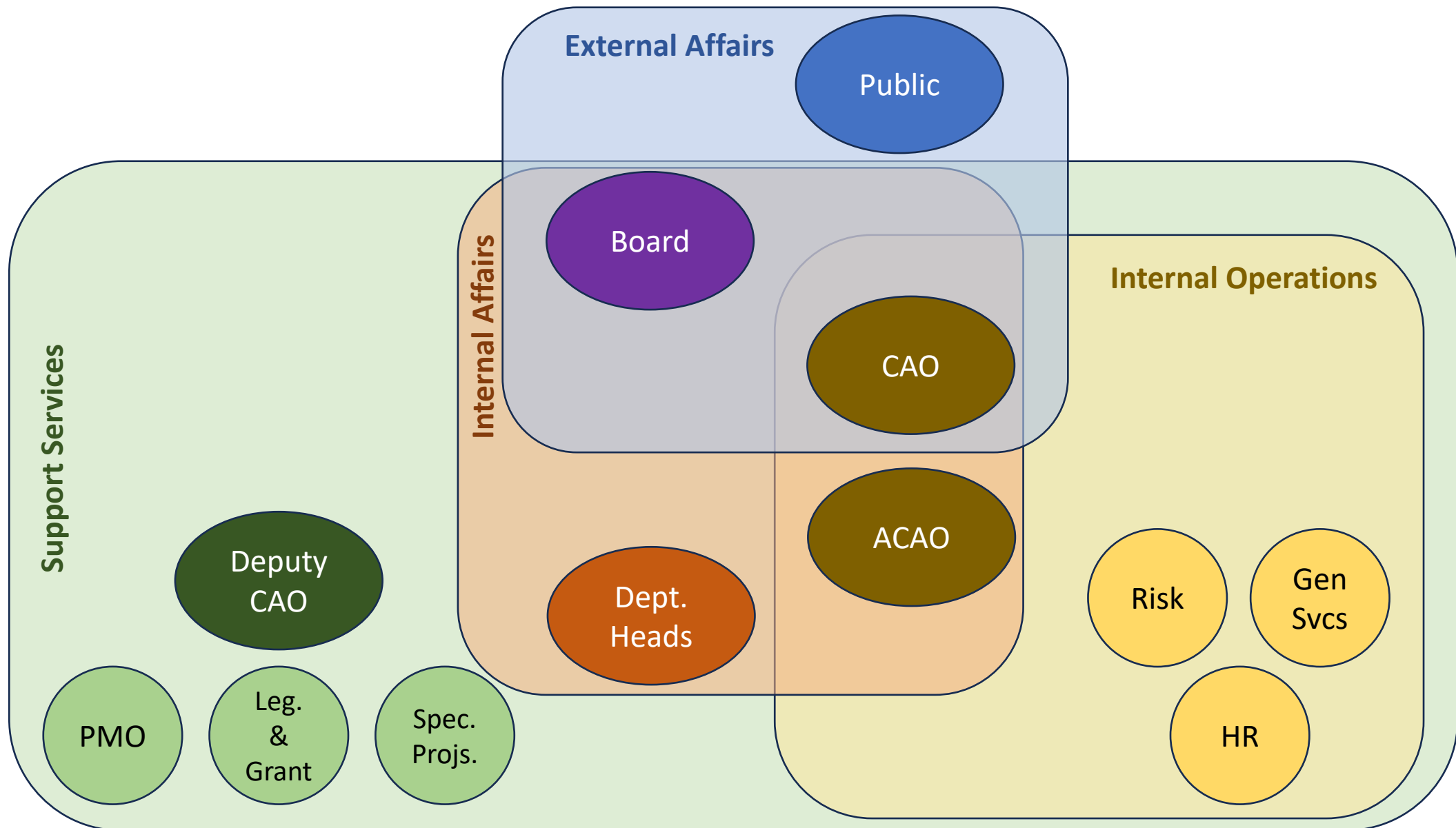
PROPOSED STRUCTURE



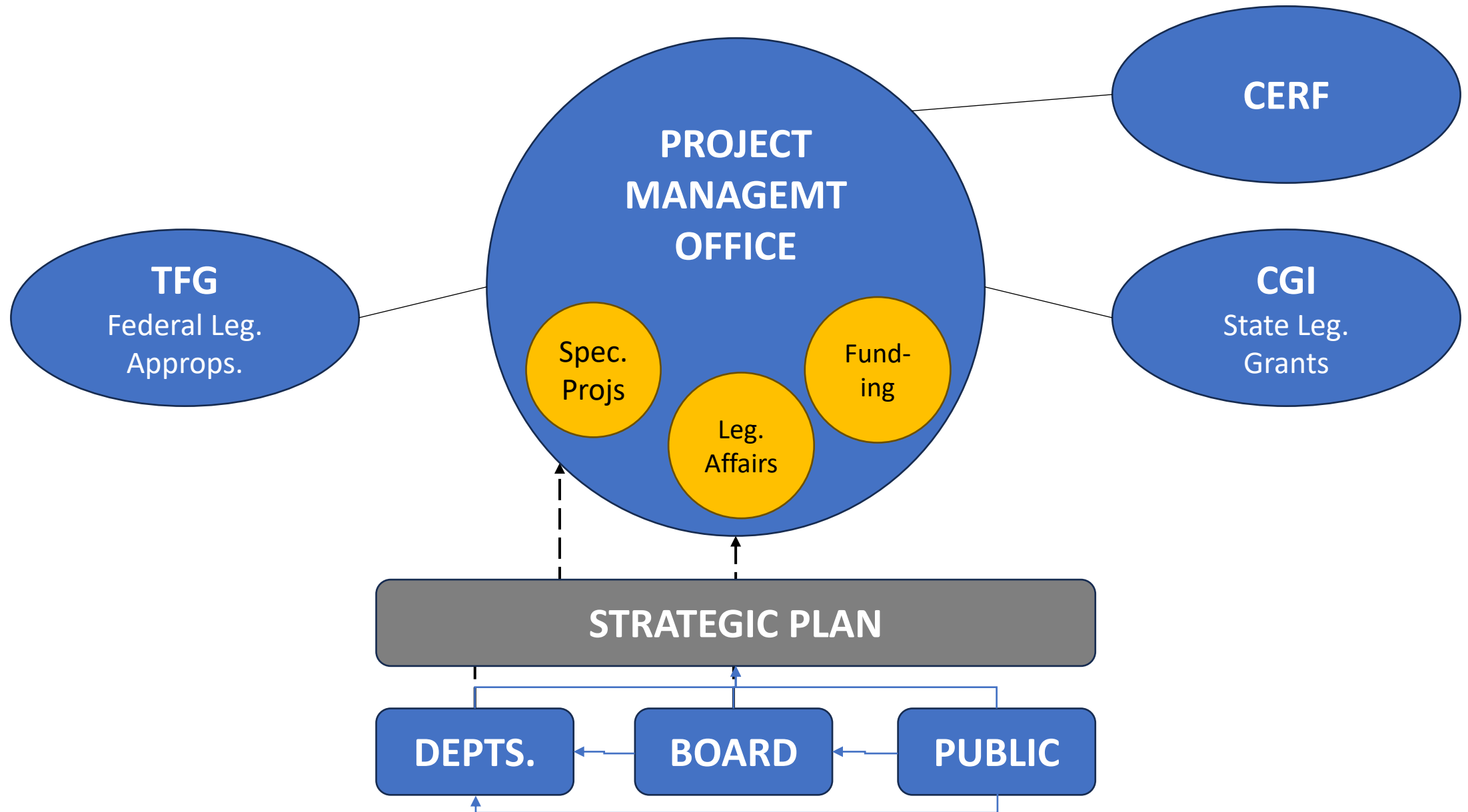
PROPOSED ROLES & RESPONSIBILITIES



FUNCTIONAL LAYERS



PMO ROLE & OPERATIONS



ASSISTANT DIRECTOR OF BUDGET & GENERAL SERVICES

DEFINITION:

Under administrative direction, coordinates and manages the day-to-day activities of assigned Divisions within the Administrative Office and the overall County budget processes, including the development of policy recommendations, budget preparation instructions and guidelines to County departments; conducts the full range of complex and sensitive studies and analysis related to budget development and management; prepares and develops the County's financial forecasts; plans, organizes and supervises the work of others; and performs related work as assigned.

SUPERVISION RECEIVED AND EXERCISED:

Receives administrative direction from the CAO and Assistant CAO. Exercises direct supervision over management, supervisory, professional, technical, and administrative support staff.

CLASS CHARACTERISTICS:

This single at-will executive classification is assigned to the County Administrative Office and is responsible for providing program planning, policy development and oversight, and operational management to assigned functions and Divisions that report to the CAO's office as well as County-wide budget development services and support. This includes leading the County budget planning, development, and coordination of the implementation between County departments and the County Administrator's Office, with minimal direction and oversight by the County Administrative Officer. The Divisions assigned and reporting to this position include Motor Pool, Veteran's Services and the Clint Quilter Consolidated Office Building Front Lobby Staff.

EXAMPLE OF DUTIES (ILLUSTRATIVE ONLY):

The information listed below is meant to serve as samples of job duties and responsibilities for this classification. This list is neither inclusive nor exclusive, but indicative of several types of duties performed. Consequently, this information does not reflect Essential Functions for any given position in this classification.

- Plans, directs, and manages the day-to-day activities of one or more divisions.
- Provides administrative coordination, leadership and management support of the County's budget including performing review of budget requests and transfers for fiscal impact and participates in the implementation of short and long-term financial plans to implement Board direction through budgetary control and on-going changes, including mid-year changes.
- Perform strategic financial planning, policy development, and high-level analysis related to the County's long-term financial position, long-term liabilities, labor negotiations, and budget policies.
- Collects and analyzes data, evaluates related issues and determines alternatives, and makes recommendations to the County Administrator and the Board of Supervisors.
- Keeps the County Administrator and Board of Supervisors informed regarding the County's overall fiscal status and of developing issues or events which could impact

the County's fiscal condition.

- Recommends strategies to maintain the fiscal integrity of the County.
- Prepares reports with recommendations on budgetary initiatives and coordinates implementation after approval including reviewing and preparing associated new or revised policies and procedures and communicates changes to County Departments.
- Prepares narrative and statistical reports, correspondence, spreadsheets and graphics for the Board of Supervisors and the County Administrator and makes presentations to the Board of Supervisors and other boards, commissions and committees in regards to findings.
- Monitors and evaluates departmental budgets, budget change proposals, and related expenditures and revenues.
- Supports Countywide strategic planning efforts by assisting with the development and execution of goals, objectives, and priorities particularly with regard to fiscal needs.
- Manage, direct, evaluate, monitor, and support professional, technical, and clerical staff; provide proactive and informational performance feedback to employees on an ongoing basis; conduct performance evaluations in a timely and effective manner; provide recommendations on hiring, demotion, and employee discipline.
- Maintains accurate records and files.
- Build and maintain positive working relationships with coworkers, other County employees, and the public using principles of effective customer service.
- Perform related duties as required.

MINIMUM QUALIFICATIONS

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience: Five (5) years of increasingly responsible experience in accounting, finance, public administration, or budget analysis, including two (2) years of supervisory responsibility.

Training: Equivalent to a bachelor's degree from an accredited college or university with major course work in finance, accounting, business or public administration, or related field is preferred.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Principles and practices of budgeting and fiscal administration including financial and actuarial forecasting and financial analysis in a public agency.
- Principles of management analysis and organizational design necessary to analyze, recommend and evaluate budget proposals.
- Principles, programs, and practices of California local government fiscal management and budget control including knowledge of California budgetary laws and regulations. Long range financial projecting and forecasting techniques, and public financing methods.
- Principles and practices of project management and employee supervision, including work planning and staff training.
- Techniques of planning and performing budgetary analysis.
- Data analysis and statistical representation techniques as well as computer applications related to the work, including spreadsheets and basic methods of

- graphic presentation.
- Techniques for dealing effectively with departmental and employee representatives, members of various public and private organizations and the public in individual or group settings.

Ability to:

- Develop, monitor, and implement a complex annual budget for a moderate-sized public agency including policy development.
- Define and resolve problems; collect, analyze, interpret, and evaluate a variety of data; evaluate, define, and select alternatives, establishing rationale for and projecting consequences of decisions and or recommendations.
- Plan and carryout various analytical studies in the area of budget administration and complete tasks that include high level inter-departmental coordination and cooperation.
- Interpret, apply, and explain laws, rules, regulations, and policies.
- Monitor proposed state and federal budgetary or legislative actions to identify potential impact to the County's fiscal condition.
- Plan, coordinate, organize, and direct the work of others in a diverse organization of multiple divisions having unique areas of responsibility.
- Exercise sound, independent judgment, within general policy guidelines including review and approval of budget changes, within delegated limits and consistent with department's policy and procedures.
- Organize own work, coordinate multiple projects, and meet critical deadlines.
- Prepare clear, concise, and accurate reports, correspondence, policies, procedures, and other written materials.
- Maintain accurate records and files.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- Represent the County effectively in meetings with groups and individuals, including making effective oral presentations.
- Select, evaluate, and train employees.
- Act as a resource for department budget-related questions and concerns.
- Analyze situations quickly and objectively, apply appropriate elements of decision-making, and determine the proper course of action.
- Communicate effectively orally and in writing and maintain the County's commitment to provide excellent customer service.

**AGREEMENT BETWEEN COUNTY OF INYO
AND DENELLE CARRINGTON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT DIRECTOR OF BUDGET AND GENERAL SERVICES**

INTRODUCTION

WHEREAS, DENELLE CARRINGTON (hereinafter referred to as "Assistant Director of Budget and General Services") has been or will be duly appointed as an Assistant Director of Budget and General Services for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. ADMINISTRATION OF CONTRACT.

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

3. TERM.

The term of this Agreement shall be from January 18, 2024 until terminated as provided below.

4. CONSIDERATION.

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

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

under the rates set forth in Attachment C, or which are incurred by the Assistant Director of Budget and General Services without the proper approval of the County.

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

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

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

8. COUNTY PROPERTY.

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

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

9. WORKERS' COMPENSATION.

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

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Assistant Director of Budget and General Services 's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant Director of Budget and General Services one hundred eighty (180) days written notice of such intent to terminate. Assistant Director of Budget and General Services may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Assistant Director of Budget and General Services agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Assistant Director of Budget and General Services agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or

accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Assistant Director of Budget and General Services only as allowed by law.

15. CONFLICTS.

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

16. POST AGREEMENT COVENANT.

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

17. AMENDMENT.

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

18. NOTICE.

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

County of Inyo

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

Assistant Director of Budget and General Services

<u>DENELLE CARRINGTON</u>	Name
<u>P.O. Bo 108</u>	Street
<u>Big Pine, CA 93513</u>	City and State

19. SUPERSEDES PRIOR AGREEMENT

This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the County and Ms. Carrington, including, but not limited to, that prior employment agreement entered into on or about March 15, 2022.

20. 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 DENELLE CARRINGTON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT DIRECTOR OF BUDGET AND GENERAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
18th DAY January, 2024.

COUNTY OF INYO

By: _____

Dated: _____

**COUNTY OF INYO ASSISTANT DIRECTOR
OF BUDGET AND GENERAL SERVICES**

By: **Denelle Carrington**
Print or Type Name

Denelle Carrington
Denelle Carrington (Jan 11, 2024 10:24 PST)
Signature

Dated: **Jan 11, 2024**

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Jan 11, 2024 10:20 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND DENELLE CARRINGTON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT DIRECTOR OF BUDGET AND GENERAL SERVICES**

TERM:

FROM: January 18, 2024 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Assistant Director of Budget and General Services shall perform the duties and responsibilities as identified in the job description for Assistant Director of Budget and General Services incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND DENELLE CARRINGTON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT DIRECTOR OF BUDGET AND GENERAL SERVICES**

TERM:

FROM: January 18, 2024 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Assistant Director of Budget and General Services shall be compensated at Range 92 Step E and be paid \$11,036 per month, and shall be paid every two weeks on County paydays.
2. The County Administrative Office will review Assistant Director of Budget and General Services performance annually.
3. Except as otherwise provided in this contract, Assistant Director of Budget and General Services shall be compensated and receive benefits according to Inyo County Resolution Number 2023-41 or a successor resolution applicable to Management Employees.
4. Assistant Director of Budget and General Services is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
5. County will provide and maintain a motor vehicle for Assistant Director of Budget and General Services 's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
6. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND DENELLE CARRINGTON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT DIRECTOR OF BUDGET AND GENERAL SERVICES**

TERM:

FROM: January 18, 2024 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

\\\\ NOTHING FOLLOWS\\\\



AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

DEPUTY OR SENIOR DEPUTY COUNTY ADMINISTRATOR

DEFINITION: Under the direction of the CAO and/or Assistant CAO, the Deputy/Senior Deputy assists various administrative functions of the County; primarily by supporting the work of various County offices, divisions, and departments by managing special projects and assisting with the alignment of work to strategic priorities. In addition, this position will support legislative and regulatory affairs of the County in coordination with allied agencies and partners; oversee economic development efforts; and pursue grants and other funding sources for County priorities. The individual in this position may be called upon to provide assistance to the CAO or Assistant CAO, including occasionally assuming the responsibilities of the CAO or Assistant CAO as assigned or as required in his/her absence.

DISTINGUISHING CHARACTERISTICS:

The Senior Deputy County Administrator and Deputy County Administrator are each single-position classes that serve as full line assistants to the County Administrator and Assistant County Administrator. The primary responsibility of these positions is to support the coordination of Countywide efforts and special projects – including legislative work and grants oversight as necessary to successfully execute projects. In support of these functions, this individual needs to be analytical, organized – with a keen attention to detail, as well as having the ability to serve as a positive team member who can build and maintain strong relationships with colleagues both inside and outside of the organization.

In addition and under direction of the CAO, the position may assume responsibility for assigned staff and/or divisions, as well as occasionally perform general administrative tasks for the County Administrator and the County Administrator's Office. As assigned, the positions may act as County Administrator in his/her absence.

The positions are distinguished based on levels of education and experience, as well as scope, breadth, and complexity of responsibility.

The Senior Deputy is distinguished from the Assistant CAO by providing support and services across County departments and divisions, and may be responsible for smaller sections and/or organizational units within the CAO's office. The Senior Deputy is further distinguished from the Deputy who is primarily responsible for the strategic and operational oversight of County objectives and initiatives.

LEVEL OF RESPONSIBILITY AND SCOPE: Receives administrative direction from the County Administrator and/or Assistant County Administrator; and may receive policy direction from the Board of Supervisors in the absence of the County Administrator. Exercises direct supervision over professional, technical, and clerical personnel.

REPRESENTATIVE DUTIES

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

- Has responsibility for the oversight and management of Countywide project and strategic initiatives
- Supports the County Administrator in developing and administering the strategic plan
- Researches potential funding sources, develops grant applications/proposals, negotiates agreements, and administers grant programs and budgets.
- Manages contracts for grant writing and grant support services; supports County departments, divisions, and/or offices in identifying, developing, writing, and implementing grant projects
- Manages the development of the County's legislative platform; and assists with legislative and regulatory advocacy efforts under direction of the Board of Supervisors
- Upon request, consults with elected and appointed department heads concerning policy, administrative, and operational problems, and recommends solutions
- Reviews, develops, and coordinates the installation or implementation of new systems, projects, programs, and procedures.
- Supports and enhances the work of County departments, divisions, and/or offices, especially those activities, programs, and projects involving multiple departments, through oversight and administration of a project management office
- Assists with budget development and budget administration as requested.
- Builds and maintains positive working relationships with co-workers, other County employees, and the public using principles of good customer service.
- In the absence of both the County Administrative Officer and the Assistant County Administrative Officer, assumes the responsibility of the County Administrator's Officer as needed.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS

Experience and Training

Any combination of experience and training that would provide the required knowledge and skills is qualifying.

Experience: A typical way to obtain the required knowledge and skills would be:

Deputy County Administrator: Four (4) years of progressively responsible professional administrative experience, including two (2) years of management responsibility.

Senior Deputy County Administrator: Five (5) years of progressively responsible professional administrative experience, including four (4) years of management responsibility, with a preference of two (2) years of this management experience being in a public agency (California preferred).

Training: Equivalent to a bachelor's degree from an accredited college or university with major coursework in business, public administration, or a related field.

Knowledge of:

- Standard and accepted principles and practices of public administration, including county government structure and administration.
- Advanced principles and practices of administrative analysis.

- Standard and accepted principles and practices of policy development and implementation.
- Principles and practices of leadership, motivation, team building, and conflict resolution.
- Principles and practices of business correspondence and report writing.
- Relevant local, state, and federal laws, rules and regulations.
- Standard and accepted governmental budgeting procedures and techniques.
- Standard and accepted principles and practices of organizational analysis and management.
- Principles and practices of supervision, training, and personnel management.
- Standard and accepted office procedures, methods, and equipment.
- Standard workplace computer software applications.

Skill to:

- Provide positive and effective administrative and policy guidance to County department heads.
- On a continuous basis, analyze fiscal, operational, and technical reports; interpret and evaluate staff reports; know laws, regulations, and codes; observe performance and evaluate staff; problem solve issues of countywide application; be familiar with and consistently apply various personnel rules; and explain and interpret policy.
- Develop and implement policies and procedures having countywide application in an effective and proactive manner.
- Gain cooperation through discussion, persuasion, and tact.
- Interpret and apply County policies, procedures, rules, and regulations in an effective and timely manner.
- Successfully develop, control, and administer multiple budgets and monitor expenditures for diverse and varied assigned divisions.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, justify recommendations, and implement appropriate activities in support of established goals.
- Negotiate with and persuade individuals and groups with diverse needs and priorities in an effective and positive manner.
- Communicate clearly, concisely, and tactfully in both oral and written forms.
- Supervise, train, and evaluate assigned management, supervisory, technical, operational, and clerical personnel.
- Work with various cultural and ethnic groups in a tactful and effective manner.
- Plan, organize, and schedule priorities for self and others in an effective and timely manner.
- Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others.
- Be self-directing and work independently with little supervision.
- Establish and maintain effective working relationships with those contacted in the performance of assigned duties.
- Consider political consequences of decision-making and act accordingly.

- Quickly learn and proficiently use specialized computer software licensed to the County of Inyo.

License or Certificate:

You may be required to drive a motor vehicle in the course of employment and must possess a valid operator's license issued by the State Department of Motor Vehicles. Proof of adequate vehicle insurance may also be required. The successful candidate must complete a pre-employment background investigation and physical examination.

Typical Physical Requirements: On a continuous basis, sit at desk or in meetings for long periods of time; intermittently, walk, stand and bend while going to/from other offices and taking files to/from meetings; twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone and write or use a keyboard to communicate through written means; hear sufficiently to communicate with staff and to understand actions in public meetings, hearings, or administrative proceedings; lift light to medium weight; and drive a vehicle to conduct work.

Typical Working Conditions: Regular work may be assigned anywhere in Inyo County. Most assigned work is normally performed in an office/public meeting environment, however, some assignments may require performance of job duties in the field. Evening and weekend work may be required. Continuous contact with County staff, management, state and federal agency representatives, general public, and outside organizations/agencies.

POSITION STATUS: The two position classes are at-will positions, appointed by and serving at the will of the County Administrator. The two position classes are exempt from the County Personnel Merit System pursuant to Chapter 2.80 of the Inyo County Code.

Special Requirements: Your position may be required to serve as a Disaster Service Worker during a County emergency.

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEAGHAN MCCAMMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY COUNTY ADMINISTRATOR**

INTRODUCTION

WHEREAS, MEAGHAN MCCAMMAN (hereinafter referred to as "Deputy County Administrator") has been or will be duly appointed as an Deputy County Administrator for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. ADMINISTRATION OF CONTRACT.

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

3. TERM.

The term of this Agreement shall be from January 18, 2024 until terminated as provided below.

4. CONSIDERATION.

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

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

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

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

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

8. COUNTY PROPERTY.

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

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

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy County Administrator for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In

the event a claim is made by Deputy County Administrator for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Deputy County Administrator's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy County Administrator one hundred eighty (180) days written notice of such intent to terminate. Deputy County Administrator may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

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

15. CONFLICTS.

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

16. POST AGREEMENT COVENANT.

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

17. AMENDMENT.

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

18. NOTICE.

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

County of Inyo	
County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Deputy County Administrator	
MEAGHAN MCCAMMAN	Name
243 Mesquite Road	Street
Bishop, CA 93514	City and State

19. SUPERSEDES PRIOR AGREEMENT

This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the County and Ms. Mccamman, including, but not limited to, that prior employment agreement entered into on or about November 11, 2021.

20. 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 MEAGHAN MCCAMMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY COUNTY ADMINISTRATOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
18th DAY January, 2024.

COUNTY OF INYO

DEPUTY COUNTY ADMINISTRATOR

By: _____

By: _____
Print or Type Name

Dated: _____

Signature

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Jan 11, 2024 10:21 PST)

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney

Personnel Services

January 3, 2024

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEAGHAN MCCAMMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY COUNTY ADMINISTRATOR**

TERM:

FROM: January 18, 2024 TO: TERMINATION

SCOPE OF WORK:

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

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEAGHAN MCCAMMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY COUNTY ADMINISTRATOR**

TERM:

FROM: January 18, 2024 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy County Administrator shall be paid \$10,003 per month, and shall be paid every two weeks on County paydays. Department Head is starting at Step E in the salary and upon supervisor approval will move up the steps on anniversary date.
2. The County Administrator will review Deputy County Administrator's performance annually.
3. Except as otherwise provided in this contract, Deputy County Administrator shall be compensated and receive benefits according to Inyo County Resolution Number 2013-41 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Deputy County Administrator's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
5. Deputy County Administrator is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
6. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEAGHAN MCCAMMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY COUNTY ADMINISTRATOR**

TERM:

FROM: January 18, 2024 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

\\\\ NOTHING FOLLOWS\\\\



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2023-4456

Personal Services Contract - Undersheriff County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

A) Ratify and approve the contract between the County of Inyo and Juan Martinez for the provision of personal services as the Undersheriff at Range 85SE, Step F, \$12,693 per month effective December 12, 2023, and authorize the Chairperson to sign, contingent on all appropriate signatures being obtained; and B) Direct staff to update the publicly available pay schedule accordingly.

BACKGROUND / SUMMARY / JUSTIFICATION:

Through negotiations with the Law Enforcement Administrator's Association (LEAA), the Undersheriff position was removed from representation and moved to an at-will, contracted position. While the Undersheriff position continues to receive benefits provided by the County to the LEAA through their Memorandum of Understanding (MOU), the Undersheriff position is no longer eligible for membership in the LEAA.

The request to ratify this contract to December 12, 2023, aligns with the approval of the LEAA Memorandum of Understanding 2022-2025 and the removal of the Undersheriff from LEAA membership.

There is no additional fiscal impact associated with this contract, as the contract does not change the salary of the position, which was approved during the FY 2023/2024 budget process.

Additionally, the Management and Non-Represented Resolution, which is attached for your approval, adds the Undersheriff position and includes language in Article 13 specific to the addition of the Undersheriff to the resolution.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	022910
Budgeted?	Yes	Object Code	Benefits & Salaries
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			

No additional impact, the position was budget in the FY 2023/2024 budget.

Future Fiscal Year Impacts

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract and re-negotiate the terms and conditions.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Undersheriff Contract

APPROVALS:

Keri Oney	Created/Initiated - 1/2/2024
Darcy Ellis	Approved - 1/2/2024
Stephanie Rennie	Approved - 1/4/2024
John Vallejo	Approved - 1/12/2024
Amy Shepherd	Approved - 1/12/2024
Nate Greenberg	Final Approval - 1/12/2024

**AGREEMENT BETWEEN COUNTY OF INYO
AND JUAN MARTINEZ
FOR THE PROVISION OF PERSONAL SERVICES
AS UNDERSHERIFF
INTRODUCTION**

WHEREAS, JUAN MARTINEZ (hereinafter referred to as "Undersheriff") has been or will be duly appointed as Undersheriff for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. ADMINISTRATION OF CONTRACT.

Undersheriff will report directly to and shall work under the direction of the Sheriff. As the County's Personnel Director, the County Administrative Officer will administer this contract in consultation with the Sheriff.

3. TERM.

The term of this Agreement shall be from December 12, 2023, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Undersheriff 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 Undersheriff.

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

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

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

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

8. COUNTY PROPERTY.

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

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

9. WORKERS' COMPENSATION.

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

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Undersheriff has rights as set forth in the Public Safety Officers Procedural Bill of Rights Act (California Government Code section 3300) and such rights cannot be waived by Undersheriff's entry into this Agreement. The County shall ensure that Undersheriff receives such rights.

Notwithstanding the above, Undersheriff's services under this Agreement may be terminated by the County, upon recommendation by the Sheriff, without cause, and at will, for any reason by giving to Undersheriff one hundred eighty (180) days written notice of such intent to terminate. Undersheriff may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to the County.

In the event there is a change in the incumbent holding the Office of Sheriff, Undersheriff's employment shall continue for a minimum of six (6) months following such change, unless grounds for termination as specified in the Inyo County Personnel Rules and Regulations or Sheriff's Department Policy and Procedures Manual is determined by the County Administrative Officer, under the advice of County Counsel, and subject to review by the Inyo County Board of Supervisors in closed session. To the extent not inconsistent with the foregoing, should the new incumbent Sheriff request the County terminate Undersheriff's services under this Agreement without cause, and the County does so, the one hundred eighty (180) days written notice of such intent to terminate shall not be served or commence until after the six (6) month period following the change of the incumbent holding the Office of Sheriff.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

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

15. CONFLICTS.

Undersheriff agrees that Undersheriff 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. Undersheriff agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Undersheriff 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, Undersheriff 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 confliction interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Undersheriff by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. AMENDMENT.

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

18. NOTICE.

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

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

With a copy to:

<u>Sheriff</u>	Department
<u>P.O. Drawer S</u>	Mailing Address
<u>Independence, CA 93526</u>	City and State

Undersheriff	
<u>Juan Martinez</u>	Name
<u>On File</u>	Mailing Address
<u>On File</u>	City and State

29. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND JUAN MARTINEZ
FOR THE PROVISION OF PERSONAL SERVICES
AS UNDERSHERIFF**

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

_____ DAY _____, _____

COUNTY OF INYO

UNDERSHERIFF

By: _____

By: JUAN F. MARTINEZ
Print or Type Name

Dated: _____


Signature

Dated: 01/03/2023

APPROVED AS TO FORM AND
LEGALITY:



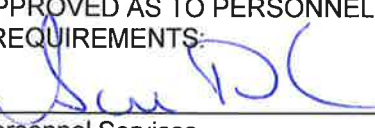
County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND JUAN MARTINEZ
FOR THE PROVISION OF PERSONAL SERVICES
AS UNDERSHERIFF**

TERM:

FROM: December 12, 2023 TO: TERMINATION

SCOPE OF WORK:

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

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND JUAN MARTINEZ
FOR THE PROVISION OF PERSONAL SERVICES
AS UNDERSHERIFF**

TERM:

FROM: December 12, 2023 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Undersheriff shall be compensated at Range 85SE, Step F and be paid \$12,693 per month and shall be paid every two weeks on County paydays.
2. The Sheriff will review Undersheriff performance annually.
3. Except as otherwise provided in this contract, Undersheriff shall be compensated and receive benefits provided by the County to the Inyo County Law Enforcement Administrator's Association (LEAA) as outlined in the LEAA Memorandum of Understanding.
4. County will provide and maintain a motor vehicle for Undersheriff's use traveling between work locations and in conducting other County business.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND JUAN MARTINEZ
FOR THE PROVISION OF PERSONAL SERVICES
AS UNDERSHERIFF**

TERM:

FROM: December 12, 2023 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

\\\\ NOTHING FOLLOWS\\\\



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2024-22

Personal Services Contract - Assistant Chief Information Officer County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

- A) Approve the contract between the County of Inyo and Abhilash Itharaju for the provision of personal services as the Assistant Chief Information Officer at Range 92, Step E, \$11,036 per month effective February 15, 2024, and authorize the Chairperson to sign;
- B) Approve the Job Description for the Assistant Chief Information Officer; and
- C) Direct staff to update the publicly available pay schedule accordingly.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Assistant Chief Information Officer became vacant as a result of the prior employee transitioning to another position within the County. With the resulting vacancy, the Department reviewed and made minor updates to the job description to meet the needs of the department and be consistent with professional standards.

After an extensive recruitment and interview process, Abhilash Itharaju emerged as the top candidate, with whom we are requesting to enter into contract.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011801
Budgeted?	Yes	Object Code	Salaries & Benefits
Recurrence	One-Time Expenditure / Ongoing Expenditure		
Current Fiscal Year Impact			
The position is budgeted and funding is available in the FY 2023/2024 Budget.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract and re-negotiate the terms and conditions, or the Department would continue to recruit to fill the vacancy.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Assistant Chief Information Officer Contract

APPROVALS:

Keri Oney	Created/Initiated - 1/11/2024
Darcy Ellis	Approved - 1/11/2024
John Vallejo	Approved - 1/12/2024
Amy Shepherd	Approved - 1/12/2024
Nate Greenberg	Final Approval - 1/12/2024

**AGREEMENT BETWEEN COUNTY OF INYO
AND ABHILASH ITHARAJU
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT CHIEF INFORMATION OFFICER
INTRODUCTION**

WHEREAS, ABHILASH ITHARAJU (hereinafter referred to as "Assistant Chief Information Officer") has been or will be duly appointed as Assistant Chief Information Officer for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Assistant Chief Information Officer shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

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

3. TERM.

The term of this Agreement shall be from February 15, 2024, until terminated as provided below.

4. CONSIDERATION.

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

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

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

D. Manner of Payment. Assistant Chief Information Officer will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

8. COUNTY PROPERTY.

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

B. Products of Assistant Chief Information Officer's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents,

trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result or product of, Assistant Chief Information Officer's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Assistant Chief Information Officer will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

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

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Assistant Chief Information Officer's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant Chief Information Officer one hundred eighty (180) days written notice of such intent to terminate. Assistant Chief Information Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

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

15. CONFLICTS.

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

16. POST AGREEMENT COVENANT.

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

17. AMENDMENT.

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

18. NOTICE.

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

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

Assistant Chief Information Officer	
<u>Abhilash Itharaju</u>	Name
<u>480 Indian Springs Dr.</u>	Mailing Address
<u>Lone Pine, CA 9545</u>	City and State

19. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND ABHILASH ITHARAJU
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT CHIEF INFORMATION OFFICER**

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

COUNTY OF INYO

ASSISTANT CHIEF INFORMATION OFFICER

By: _____

By: Abhilash Itharaju

Dated: _____

Print or Type Name
Abhilash
Signature

Dated: 01/11/2024

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND ABHILASH ITHARAJU
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT CHIEF INFORMATION OFFICER**

TERM:

FROM: FEBRUARY 15, 2024 TO: TERMINATION

SCOPE OF WORK:

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

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ABHILASH ITHARAJU
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT CHIEF INFORMATION OFFICER**

TERM:

FROM: FEBRUARY 15, 2024 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Assistant Chief Information Officer shall be compensated at Range 92, Step E and be paid \$11,036 per month and shall be paid every two weeks on County paydays.
2. The Chief Information Officer will review Assistant Chief Information Officer performance annually.
3. Except as otherwise provided in this contract, Assistant Chief Information Officer shall be compensated and receive benefits according to Inyo County Resolution Number 2024-04 or a successor resolution applicable to Management Employees.
4. Assistant Chief Information Officer is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
5. County will provide a \$250.00 per month vehicle allowance.
6. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND ABHILASH ITHARAJU
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT CHIEF INFORMATION OFFICER**

TERM:

FROM: FEBRUARY 15, 2024 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

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

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



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2024-26

Management and Non-Represented Resolution County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Approve Resolution No. 2024-04 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms of Conditions of Employment for Management and Non-represented Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede any Prior Resolution Pertaining to that Subject to the Extent They are Inconsistent," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This Resolution needs to be updated to include actions that were requested earlier in the agenda.

The changes to the Resolution will delete the Senior Budget Analyst; add the Budget and General Services Assistant Director; add the Undersheriff; and delete the Code Enforcement Officer. Additionally, Article 13. Undersheriff has been added to tie the Undersheriff position's safety benefits to the Law Enforcement Administrators Associations safety items.

FISCAL IMPACT:

Funding Source	Both General Fund and Non-General Fund Budgets	Budget Unit	Various
Budgeted?	Yes	Object Code	various
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
The positions that this resolution impacts are all currently budgeted.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve. However, this will impact several other requested actions to positions that were recently requested.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Personnel; Administration; Sheriff

ATTACHMENTS:

1. Resolution No. 2024-04: Management and Non-Represented

APPROVALS:

Denelle Carrington	Created/Initiated - 1/10/2024
Darcy Ellis	Approved - 1/10/2024
Denelle Carrington	Approved - 1/10/2024
Keri Oney	Approved - 1/11/2024
John Vallejo	Approved - 1/12/2024
Amy Shepherd	Approved - 1/12/2024
Nate Greenberg	Final Approval - 1/12/2024

RESOLUTION NO. 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, SETTING CERTAIN SALARY AND/OR TERMS AND CONDITIONS OF EMPLOYMENT FOR MANAGEMENT AND NON-REPRESENTED EMPLOYEES EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO, WHICH SHALL SUPERSEDE ANY PRIOR RESOLUTIONS PERTAINING TO THAT SUBJECT TO THE EXTENT THEY ARE INCONSISTENT

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

WHEREAS, there are Management and Non-Represented employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to prescribe the compensation, tenure, appointment and/or conditions of employment for management employees, excluding, appointed officials and Board of Supervisors;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that the following classifications are deemed as Management or Non-Represented and shall be subject to the salary and/or terms and conditions of employment set forth below:

MANAGEMENT CLASSIFICATIONS	
AGRICULTURAL COMMISSIONER DEPUTY	
ASSESSOR ASSISTANT	
AUDITOR-CONTROLLER ASSISTANT	
BUDGET AND GENERAL SERVICES ASSISTANT DIRECTOR	
CAO ASSISTANT	
CAO DEPUTY	
CAO DEPUTY SENIOR	
CHIEF INFORMATION OFFICER	
CHIEF INFORMATION OFFICER ASSISTANT	
CLERK-RECORDER ASSISTANT	
COUNTY COUNSEL ASSISTANT	
COUNTY COUNSEL CHIEF DEPUTY	
COUNTY COUNSEL DEPUTY	
DISTRICT ATTORNEY ASSISTANT	
DISTRICT ATTORNEY DEPUTY SENIOR	
ENGINEER SENIOR CIVIL	
ENVIRONMENTAL HEALTH WATER MANAGER	
EXECUTIVE DIRECTOR OF REGIONAL COORDINATION	
HHS ASSISTANT DIRECTOR	
HHS DEPUTY DIRECTOR BEHAVIORAL HEALTH	
HHS DEPUTY DIRECTOR FISCAL OVERSIGHT & SPECIAL OPERATIONS	
HHS DEPUTY DIRECTOR PUBLIC ASSISTANCE & AGING	
HHS DEPUTY DIRECTOR SOCIAL & PLACEMENT SERVICES	

HHS DEPUTY DIRECTOR PUBLIC HEALTH	
MANAGEMENT ANALYST SENIOR	
PERSONNEL ASSISTANT DIRECTOR	
PROBATION DEPUTY CHIEF OFFICER	
PROGRAM INTEGRITY QA MANAGER SENIOR	
PUBLIC WORKS ASSISTANT DIRECTOR	
PUBLIC WORKS DEPUTY DIRECTOR AIRPORTS	
PUBLIC WORKS DEPUTY DIRECTOR BUILDING & GROUNDS	
PUBLIC WORKS DEPUTY DIRECTOR RECYCLING & WASTE MANAGEMENT	
PUBLIC WORKS DEPUTY DIRECTOR ROADS	
REGIONAL BROADBAND COORDINATOR	
RISK MANAGER & DIRECTOR OF SAFETY & DISABILITY PROGRAMS & SERVICES	
TREASURER-TAX COLLECTOR ASSISTANT	
UNDERSHERIFF	
WATER DEPUTY DIRECTOR	
NON-REPRESENTED CLASSIFICATIONS	
ADMINISTRATIVE ANALYST (ADMINISTRATION)	*C
ADMINISTRATIVE ASSISTANT TO CLERK RECORDER	
ADMINISTRATIVE ASSISTANT TO DISTRICT ATTORNEY	
ADMINISTRATIVE ASSISTANT TO HEALTH & HUMAN SERVICES DIRECTOR	
ADMINISTRATIVE ASSISTANT TO SHERIFF	
ADMINISTRATIVE LEGAL ASSISTANT TO COUNTY COUNSEL	*C
ADMINISTRATIVE OPERATIONS ANALYST	*C
ASSISTANT CLERK TO THE BOARD/PUBLIC RELATIONS LIAISON	*C
BUILDING ASSOCIATE OFFICIAL	
BUILDING TECHNICAL OFFICIAL	
CLINICAL ADMINISTRATOR	
EMERGENCY SERVICES MANAGER	
LIBRARY DIRECTOR	
MANAGEMENT ANALYST	
MUSEUM ADMINISTRATOR	
OFFICE TECHNICIAN (ADMINISTRATION)	*C
PAYROLL ANALYST	*C
PAYROLL MANAGER	*C
PERSONNEL ANALYST	*C
PERSONNEL ANALYST SENIOR	*C
PROBATION MANAGER	
PSYCHIATRIST	
PUBLIC INFORMATION OFFICER	
SAFETY COORDINATOR	*C
*C - CONFIDENTIAL CLASSIFICATIONS	

ARTICLE 1. RECOGNITION

The County of Inyo (hereinafter called the "County") has recognized employee bargaining units for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500, et seq. This Resolution applies to Management employees and other employees not represented by any employee bargaining unit. This Resolution applies to those positions listed above.

ARTICLE 2. EFFECT OF PRIOR RESOLUTIONS

This Resolution supersedes all prior Resolutions regarding the Management Employees and with regard to the Non-Represented Employees covered by this Resolution to the extent they are inconsistent herewith.

ARTICLE 3. NON-DISCRIMINATION

Section 1. The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected bargaining unit activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. Management and Non-Represented Employees shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation.

Section 3. Whenever the masculine gender is used in this Resolution, it shall be understood to include the feminine gender.

ARTICLE 4. WORKDAY AND WORK WEEK

The County-designated standard workweek begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday). The County-designated alternative workweek for "9/80" schedules shall begin exactly four hours after the start time of the 8-hour shift on the day of the week that corresponds with the employee's alternating regular day off.

- a. It is the obligation of a Management Employee to perform the services and work required by his/her position within the County. The performance of these services and work will require a varied schedule. In planning their work schedule, Management Employees will coordinate and make arrangements to fulfill the requirements of the services and work which are necessary.
- b. Employees on an eight-hour daily work schedule will generally work five consecutive days, with two consecutive days off.
- c. Non-Represented employees may be assigned, and/or may request that their Department Head recommend to the CAO to work an alternative work schedule.
- d. Such alternative work schedules may include a "4/10s" schedule (four ten-hour workdays per County-designated standard workweek, consecutive unless otherwise agreed to by the Non-Represented employee and their supervisor). A "4/10s" schedule shall consist of no more than forty (40) hours during the County-designated standard workweek, as applicable, which may be at hours other than traditionally scheduled for the assigned shift.

Such alternative work schedules may include a “9/80” schedule (80 hours worked over 9 workdays per County designated pay-period). A “9/80” schedule shall consist of no more than forty (40) hours during the County-designated alternative workweek. The County-designated alternative workweek for the requested “9/80” schedule shall begin exactly four hours after the start time of the 8-hour shift on the day of the week that corresponds with the employee's alternating regular day off. A Non-Represented employee working a “9/80” schedule will work 36 hours (four 9-hour days) in one County-designated standard workweek and 44 hours (four 9-hour days and one 8-hour day) in the other County-designated standard workweek of the County-designated pay-period.

As approved by the County Administrative Officer, in his/her sole discretion, other alternative schedules may be assigned or accepted upon request.

- e. The County Administrative Officer may in his/her discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.

ARTICLE 5. OVERTIME AND COMPENSATORY TIME

The County will comply with the Fair Labor Standards Act (FLSA) and shall compensate all full-time non-exempt employees at the pay rate of time and one-half for all overtime hours worked. Time and one-half compensation will be paid after 40 hours for those non-exempt full-time employees scheduled on a 40-hour work week. Non-exempt full-time employees covered by this Agreement shall be compensated for authorized overtime at the rate of one and one-half (1-1/2) times his or her equivalent hourly rate of pay, when approved in advance by the department head.

Management Employees are FLSA Exempt employees. Non-Represented employees listed on Attachment A are Exempt employees.

ARTICLE 6. STANDBY COMPENSATION

- a. Standby Compensation. Management and Non-Represented employees requested by the department head to serve in an after-hours response capacity will receive \$75.00, for performing standby duties on each regularly scheduled day and \$120.00, for performing standby duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.
- b. Call-Out Compensation. Those employees who are eligible for overtime compensation and have ended their workday and have left their place of employment, but who have been requested to perform their duties after normal working hours, will be compensated at the rate of time and one-half. If the time worked is less than two hours, the employee will receive two hours compensation minimum at the rate of time and one-half. Provided, however, if the employee is not required to leave the location at which they would otherwise remain (e.g., the employee takes a call at home, and/or makes calls from home) then the employee will receive time and one-half for the actual hours (calculated in fifteen-minute increments) worked.

If the time worked is more than two hours the employee will receive time and one-half for the actual hours or portions thereof worked.

These call-out provisions will apply to no more than two call-out instances per 12-hour period. Any call-out instances after the first two in a 12-hour period will be paid at normal overtime rates.

Management employees are not eligible for overtime compensation and as such, are not eligible for call-out compensation.

- c. An employee will be deemed to be on telephone standby if the employee's department head informs the employee that the employee may be subject to being called out during a certain period. A department cannot avoid payment under this Article by informing an employee he or she may be needed, but not formally placing the employee on standby.

ARTICLE 7. SALARIES

- a. Salaries: Employees shall be paid as set forth in Attachment B for Management and Non-Represented employees, Attachment C for Elected Assistants, and Attachment D for the Assistant CAO, Assistant County Counsel, Chief Information Officer and the Regional Broadband Coordinator.

All salaries shall be adjusted annually on the first full pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March-to-March change in the BLS (Bureau of Labor Statistics) Riverside – San Bernardino – Ontario Price Index. The CAP on the COLA will be no less than 0% and no more than 4% of the Urban Wage Earners and Clerical Workers.

- b. Longevity Pay: The County will provide the following longevity increases after ten (10) years of consecutive service:

- 10 years – 2%
- 15 years – 2%
- 20 years – 2%
- 25 years – 2%

These increases will be based on employee start date. If the employee starts on the first through fifteenth of the month, the increase will begin the first of that month. If employee starts on the sixteenth through the thirty-first of the month, the increase will begin the first of the following month.

- c. Shift Differential: Non-Management employees working swing shifts (as defined by the ICEA MOU) shall receive a shift differential of 2%. Those working graveyard shifts (as defined by the ICEA MOU) shall receive a shift differential of 4%.

As of the time this Resolution is being considered, currently:

Sheriff's Department - Dispatch

- 10:00 a.m. - 8:00 p.m. - Swing Shift
- 2:00 p.m. - 12:00 a.m. - Swing Shift
- 4:00 p.m. - 2:00 a.m. - Swing Shift
- 8:00 p.m. - 6:00 a.m. - Graveyard Shift

Public Works - Custodian

- 12:30 p.m. - 9:00 p.m. - Swing Shift
- 4:00 p.m. - 12:30 a.m. - Swing Shift
- 2:00 p.m. - 11:00 p.m. - Swing Shift

Health and Human Services - Progress House

11:30 a.m. - 9:30 p.m. - Swing Shift

9:15 p.m. - 7:15 a.m. - Graveyard Shift

Management employees are not eligible for shift differential pay.

- d. Bilingual Pay: The County will provide four tiers of bilingual compensation based on the degree of fluency needed by the Department and demonstrated by an eligible Employee, as follows:

- Tier I – Those who can communicate with the public = 2% of their base rate of pay.
- Tier II – Those who interview and interrogate = 3% of their base rate of pay.
- Tier III – Those who speak, read, and write = 5% of their base rate of pay.
- Tier IV – Those who are certified interpreters = 7% of their base rate of pay.

The County shall determine its need for bilingual communication skills including which positions qualify for pay under this section. The County may also require testing of bilingual fluency as it deems necessary or desirable, as a prerequisite to being eligible for bilingual pay.

Management employees are not eligible for bilingual pay.

- e. Bi-Weekly Pay period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

ARTICLE 8. PART-TIME BENEFITS

Part-time Benefits will be the same as agreed to by ICEA.

ARTICLE 9. INSURANCE BENEFITS

- a. Medical: The County shall continue to provide Management and Non-Represented employees with the medical benefit plan administered by the Public Employees Retirement system (PERS).
- b. County agrees to pay 80% of the premium of all PERS or PORAC Plans available to County Employees. Employees will be responsible for 20% of the premium.
1. The County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.
 2. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan.
 - Eligible for employee only coverage = \$92.31 per pay period
 - Eligible for employee plus one coverage = \$184.62 per pay period
 - Eligible for family coverage = \$276.93 per pay period
- c. Dental: County agrees to pay 100% of the monthly premium (for employee and dependents) for dental insurance. County agrees to provide through Delta Dental, orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.

- d. Optical: County agrees to pay 100% of the monthly premium (for employee and dependents) for optical insurance.
- e. Life: County agrees to pay 100% of the monthly premium for life insurance - \$20,000 term policy on employee.

ARTICLE 10. FLEXIBLE BENEFIT PROGRAM

County will pay the monthly administration fee for each employee who participates in flexible benefit program allowed by Section 125 of the Internal Revenue Code.

ARTICLE 11. SHORT-TERM DISABILITY PROGRAM

County will provide all eligible employees with a self-insured income protection plan for up to one (1) year for non-job-related disabilities preventing a person from working. County agrees to pay the applicable premium on behalf of the employee, as set forth in the County's Short-Term Disability Insurance Plan (as the same may be amended from time to time). Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrative Officer. The benefit will be as set forth in the Short-Term Disability Program.

ARTICLE 12. DEFERRED COMPENSATION

County will provide deferred compensation programs for employees.

ARTICLE 13. UNDERSHERIFF

Notwithstanding any applicable provisions to the contrary in the Management and Non-Represented Resolution #2024-04 or any successor resolution thereto, the Undersheriff will follow the Law Enforcement Administrators Association (LEAA) salary table, and be provided the same COLA and equity adjustments, recognized holidays, safety retirement plan, retention incentive pay and be eligible to participate in the flexible benefit plan, deferred compensation plan, 401A plan, safety medical, safety vision, safety dental, long term disability, and clothing allowance.

ARTICLE 14. CAREER LADDER

For those Non-Represented positions that have an assigned classification career ladder, (e.g. Office Tech I-III), the County will follow the career ladder criteria as defined in the ICEA MOU.

ARTICLE 15.

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ARTICLE 16. SICK LEAVE

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- b. Any employee who retires from the County may donate sick leave to the sick leave bank, without complying with any donation limits.

- c. Management and Non-Represented employees may donate directly to an employee. Management and Non-Represented employees may only donate 80 hours per calendar year.

ARTICLE 17. VACATION LEAVE

The maximum number of vacation days which may be accrued shall be 35 eight-hour days (280 hours). There shall be no accrual more than 35 eight-hour days (280 hours).

- a. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as:
 - 1. The employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap.
 - 2. The alternative vacation must be scheduled and taken by the employee within six months.
 - 3. The County Administrator approves the arrangement, which approval will not be unreasonably denied.
- b. The County Administrative Officer may approve requests for vacation more than 20 consecutive workdays based on extenuating circumstances.

ARTICLE 18. FLEXIBLE LEAVE

The County shall grant employees 40 hours of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not accrue from one fiscal year to the next, with the following exception. If an employee believes there are extenuating circumstances that made it impossible for him/her to utilize flexible leave within the fiscal year, the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County services.

An employee requesting flexible leave shall give a minimum of 48 hours' notice to his/her supervisor. A request to take flexible leave may be denied due to the operational needs of the employee's department.

New employees, upon appointment, shall be granted a prorated number of flexible leave days as follows:

July 1 – October 31	Five (5) days
November 1 – February 28	Three (3) days
March 1 – June 30	One (1) day

ARTICLE 19. HOLIDAYS

a. Recognized Holidays. County holidays are as follows:

- January 1 – New Year’s Day
- Third Monday in January – Martin Luther King Day
- Third Monday in February – President’s Day
- Last Monday in May – Memorial Day
- July 4 – Independence Day
- First Monday in September – Labor Day
- November 11 – Veteran’s Day
- Thanksgiving Day
- Friday immediately following Thanksgiving Day
- December 24 or December 31
- December 25 – Christmas Day

b. Additional Provisions.

- Management employees and non-exempt Non-Represented employees who work on a County Holiday shall not receive any additional pay, overtime, or compensatory time.
- A Non-Represented employee, who is not FLSA exempt, who works on a County recognized holiday, shall be paid at double time and one-half their regular rate. i.e., pay for 20 hours on an 8-hours workday. If a holiday falls on the employee’s day off, payment will be made at straight time with no additional day off.

ARTICLE 20. RETIREMENT PROVISIONS

PERS Employees hired prior to January 1, 2013 (Classic)

- a. County shall provide employees 2% at 55 full formula PERS retirement for miscellaneous members.
- b. County shall pay employee’s contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- c. Employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- d. PERS benefits to (Classic) miscellaneous employees shall consist of:
 - 1. Final compensation to be based on highest one year’s salary.
 - 2. Include post-retirement survivor allowance.
 - 3. Allow 260 days of accrued sick leave to be added to service credit.
 - 4. Employer Paid member contribution (EPMC).

5. All other provisions for Classic members as amended in the County PERS contract.

PERS Employees hired after January 2013 fall under PEPRA

- a. County shall provide employees 2% at 62 PERS formula.
- b. Employees will be required to pay at least 50% of normal cost.
- c. Employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- d. PERS benefits to (PEPRA) miscellaneous employees shall consist of:
 1. Final compensation is to be based on the three highest years of service.
 2. Include post-retirement survivor allowance.
 3. Allow 260 days of accrued sick leave to be added to service credit.
 4. All other provisions for PEPRA members as amended in the County PERS contract.

Any change in retirement benefits negotiated by ICEA will be applied to Management and Non-Represented Employees.

ARTICLE 21. PERSONNEL RULES

The Personnel Rules are hereby incorporated by reference.

In the event of a conflict between the Personnel Rules and Articles of this Resolution, this Resolution shall prevail. In the event of a conflict between the Personnel Rules and an employment agreement between the County and an employee covered by this Resolution, the employment agreement shall prevail. In the event of a conflict between this Resolution and an employment agreement between the County and an employee covered by this Resolution, the employment agreement shall prevail.

ARTICLE 22. EMPLOYEE ASSISTANCE PROGRAM

The County will provide an Employee Assistance Program.

ARTICLE 23. TRAVEL PAY

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase by the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, the County Travel Policy will be followed.

ARTICLE 24.

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ARTICLE 25. OUT OF CLASSIFICATION PAY

Out of Class pay will be paid in accordance with Personnel Rule, Article IV Classification Plan, Rule 4.8.

ARTICLE 26. FLSA EXEMPT, AND REPRESENTED EMPLOYEES

Management employees are FLSA exempt.

Attachment A lists those Non-Represented classifications, which are FLSA exempt.

ARTICLE 27.

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ARTICLE 28. UNIFORMS

This resolution covers uniforms for two different groups of employees across three different departments.

1. The County shall provide the necessary uniforms to all Parks & Recreation and Code Enforcement employees covered by this Resolution who are required by the County to wear a uniform.
2. The following applies only to the full-time Probation Manager, and Deputy Chief Probation Officer.
 - a. The County shall provide the employees with a list of the required uniforms.
 - b. The uniform allowance shall be \$800 per year for the purchase, cleaning, replacement, and maintenance of clothing.
 - c. The allowance shall be paid per pay period in the amount of \$30.77.
 - d. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination of replacement or repair will be made by the department. Normal wear and tear of clothing articles is not included.
 - e. New employees (only new employees) will receive a \$200 advancement of uniform allowance, non-accountable plan, to be paid through payroll. The \$200 advancement is to come from the current \$800 annual payment, whereby a new employee's uniform allowance shall be reduced for the proration of the advance payment to \$23.08 per pay period for the first year of employment.

ARTICLE 29. SAFETY SHOES

County shall reimburse each employee covered by this Resolution who is required to wear safety shoes, for purchase, repair or rebuild of required safety shoes, upon presentation of an invoice evidencing payment, up to a maximum of \$150.00 per employee per fiscal year. County shall replace an employee's safety shoes, which are destroyed, excluding normal wear and tear, during the course and scope of employment.

ARTICLE 30. PERFORMANCE EVALUATIONS

County will use the performance evaluation agreed upon in the ICEA MOU.

ARTICLE 31. DRUG-FREE WORKPLACE / DOT DRUG TESTING POLICY

The County will enforce its Alcohol and Drug Abuse policy.

The County will enforce the Alcohol and Drug policy pursuant to the department of Transportation Regulations as amended in accordance with law.

ARTICLE 32. MATERNITY LEAVE OF ABSENCE

Maternity leave is governed by Personnel Rule 10.2.

ARTICLE 33. TUITION REIMBURSEMENT

Employees will be eligible for the Tuition Reimbursement Program approved by the County.

ARTICLE 34. SMOKING

There shall be no smoking, vaping, or chewing of tobacco in any County facility, or County vehicle. Smoking or vaping on County property shall only be allowed in designated smoking areas.

ARTICLE 35. MISTAKEN OVERPAYMENT

Should any employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up to the amount of overpayment. Impacted employee will have the option of deducting between 10% and 100% of the overpayment from any one paycheck until full amount is deducted, however it will not be mandatory that more than 10% of any such employee's net pay shall be deducted from any one paycheck for this purpose.

ARTICLE 36. LETTER OF REPRIMAND

Any Non-Represented employee who receives a letter of reprimand shall be entitled to submit a written response thereto, which shall be placed in such employee's personnel file, along with the written reprimand. While the employee may discuss a reprimand with the Director of Personnel Services who shall have the authority to remove the letter, there shall be no right to grieve or appeal any reprimand, warning, or counseling nor shall there be any formal hearing or review concerning any reprimand, warning, or counseling.

ARTICLE 37.

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ARTICLE 38.

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ARTICLE 39.

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ARTICLE 40. EMERGENCY WAIVER

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Resolution, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the affected Management and Non-Represented employees may meet with the County regarding the impact caused by the suspension of these provisions of this Resolution or any Personnel Rules and Policies.

ARTICLE 41. SEPARABILITY

If any portion of this Resolution 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 or state statute or regulation, or any county ordinance, the remaining provisions of this Resolution, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of the Resolution are severable.

This Resolution shall be in full force and effect from now until amended or rescinded.

ARTICLE 42.

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ARTICLE 43.

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ARTICLE 44.

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PASSED AND ADOPTED this 16th day of January 2024 by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jennifer Roeser, Chairperson, Inyo County Board of Supervisors

Attest: Nate Greenberg
Clerk of the Board

BY: _____
Darcy Ellis, Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2024-13

Report on Inyo National Forest's Participation in 2024 Rose Parade Board of Supervisors NO ACTION REQUIRED

ITEM SUBMITTED BY

Supervisor Jen Roeser

ITEM PRESENTED BY

Inyo National Forest Staff

RECOMMENDED ACTION:

Hear report from Inyo National Forest staff on their equestrian group's participation in the 2024 Tournament of Roses Parade.

BACKGROUND / SUMMARY / JUSTIFICATION:

On January 1, 2024, equestrian groups from the U.S. Forest Service -- mainly mule strings and their riders from the Inyo National Forest -- rode in the Tournament of Roses Parade in honor of Smokey Bear's 80th birthday.

This is the third time in the past decade that the USFS has been invited to ride in the world-famous event. The pack train previously rode the distinguished, 5.5-mile route in both 2015 and 2019 in commemoration of Smokey's 70th and 75th birthdays.

The Regional "Pack Stock Center of Excellence" prepares, organizes, and presents the entry which features a tribute to Smokey, wildland firefighters, and the pack mules that support firefighters. The Center of Excellence is primarily based on the Inyo National Forest, managed by Michael Morse, who will give the presentation with his team.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Choose not to hear the update.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Darcy Ellis	Created/Initiated - 1/10/2024
Darcy Ellis	Approved - 1/10/2024
Nate Greenberg	Final Approval - 1/10/2024



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2024-4

Update from Eastern Sierra Council of Governments County Administrator NO ACTION REQUIRED

ITEM SUBMITTED BY

Elaine Kabala, Executive Director of Regional Coordination / Eastern Sierra Council of Governments

ITEM PRESENTED BY

Elaine Kabala, Executive Director of Regional Coordination / Eastern Sierra Council of Governments

RECOMMENDED ACTION:

Receive a presentation on the current projects and initiatives of the Eastern Sierra Council of Governments (ESCOG).

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Board of Supervisors has requested regular updates regarding ESCOG activities and projects. This update will provide an overview of the ESCOG organization and its current projects. The current projects of the ESCOG include: the Eastern Sierra Pace and Scale Accelerator supporting NEPA compliance for the Eastern Sierra Resilient Climate and Communities Project, the Buttermilk Infrastructure and Recreation Planning Initiative, the Towns-to-Trails planning initiative, regional coordination for the Eastern Sierra subregion of the California Jobs First Initiative (formerly Community Economic Resiliency Fund -- CERF), and other regional planning and economic development initiatives.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
The ESCOG is jointly funded by its four member agencies: Inyo County, Mono County, the Town of Mammoth Lakes and the City of Bishop up to \$25,000 each for fiscal year 2023-2024. The remainder of the ESCOG's budget is grant funded.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose not to receive this update.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Darcy Ellis	Created/Initiated - 1/2/2024
Darcy Ellis	Approved - 1/2/2024
Nate Greenberg	Final Approval - 1/3/2024



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 16, 2024

Reference ID:
2023-4333

Update on Regional Broadband Activities County Administrator NO ACTION REQUIRED

ITEM SUBMITTED BY

Scott Armstrong, Regional Broadband Coordinator

ITEM PRESENTED BY

Scott Armstrong, Regional Broadband Coordinator

RECOMMENDED ACTION:

This is an informational item only.

BACKGROUND / SUMMARY / JUSTIFICATION:

Scott Armstrong, Regional Broadband Coordinator, will provide an update on broadband-related activities.

FISCAL IMPACT:

Funding Source	n/a	Budget Unit	n/a
Budgeted?	n/a	Object Code	n/a
Recurrence	n/a		
Current Fiscal Year Impact			
None			
Future Fiscal Year Impacts			
None			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Inyo Broadband Update

APPROVALS:

Scott Armstrong

Created/Initiated - 12/4/2023

Darcy Ellis
Scott Armstrong
Nate Greenberg

Approved - 12/5/2023
Approved - 12/5/2023
Final Approval - 1/11/2024



Broadband Update Inyo County

October 3, 2023

<https://ConnectedEasternSierra.net/>



Overview

- Grants Update
- Middle-Mile Broadband Initiative
- IMBC Work Plan Updates
- *Public Outreach and Engagement*
- Other Activities
- Acronyms for Reference



Grant Updates

- CASF Consortia Grant
- CPUC FFA Grant
- CPUC LATA Grant
- BEAD
- CASF Infrastructure Account
- USDA RD Broadband Technical Assistance



Grants: Consortia Grant

- Grant Year 1 of 3 ends January 31, 2023
- Working on 2nd Semiannual Reporting and Audit



Grants: FFA

- Grant Applications Submitted for Our Region
- Currently in the [Challenge Process](#)
- CPUC May Allow Applicants to Amend Applications
- Expected Award Notifications in January
- Allocations: \$13,220,000 for Inyo, \$10,600,000 for Mono
- Second Application Window – 2024 Q1



Grants: LATA

- Current Status of Mono & Mammoth LATA Grants
 - Grant Activities are through the GSCA JPA
 - Low-Level Design In Progress
- Current Status of Inyo LATA Grants
 - Phase 1-A Designs Nearing Completion
 - Phase 1-B Contract Awarded, designs due January 25, 2024
- Phases for Reference:
 - 1-A: *Grant Year 1* – Near Digital 395
 - 1-B: *Grant Year 1* – Priority, Need Middle-Mile Network
 - 2-A: *Grant Year 2* – Near Planned MMBN, Expected Incumbent Projects
 - 2-B: *Grant Year 2* – Remaining Locations



Grants: BEAD

- NTIA BEAD Allocation for California: \$1.86B
- Five-Year Plan Submitted to NTIA on August 28, 2023
- Goal: [Broadband Service at 100Mbps/10Mbps for All](#)
- Next Steps:
 - NTIA Initial Proposal Approval in 2024
 - CPUC Selects Subgrantees
 - Final Proposal due One Year Later (2025)



Grants: CASF Infrastructure

- Next Grant Application Window is Not Yet Open
- Next Grant Application Window closes April 1, 2024
- Providers and Local Governments can Apply
- Allows Fixed Wireless for Last Mile



Grants: USDA RD

- USDA RD Broadband Technical Assistance:
 - Hammil & Furnace Creek Applications Awarded on November 13
 - Award Letters and Cooperative Agreements Signed December 5



Middle-Mile Broadband Initiative

- MMBI (the Project) & MMBN (the Network)
 - Current [MMBI Network Map](#)
 - Construction, Purchases, Leases and Joint Builds
 - Committed to all 10,000+ miles, 7,000 miles within the next 18 months
 - Interconnects every 2500 feet
- MMBI Purchase of Digital 395 Network
 - Asset Purchase Agreement Signed
 - NTIA Petition for Waiver Submitted September 29
 - Next Step: Membership and Class A Membership Board Approval
 - Closing requires NTIA Waiver, Membership Approval & Other Conditions



Work Plan Updates

- Service Issue [Escalation Tools](#)
- Updated [Unserviced Data](#) for all Potential Project Areas
- Speed Test Reporting: Latency Data Fields for BEAD
- Added a [Resources](#) Page



Public Outreach & Engagement

- <https://connectedeasternsierra.net/broadband/get-involved/>
- Short Survey to Gather Input
- Speed Test Data – [Interactive Graphs](#)



Other Activities

- Participated in CPUC BEAD Workshop October 26



Acronyms

- ACP – Affordable Connectivity Program
- BEAD – Broadband Equity, Access, and Deployment (NTIA grant program)
- CASF – California Advance Services Fund (within the CPUC)
- CBC – California Broadband Cooperative (Digital 395 network)
- CDT – California Department of Technology
- CPUC – California Public Utilities Commissions
- FCC – Federal Communications Commission
- GSCA – Golden State Connect Authority (JPA – RCRC)
- GSN – Golden State Net – MMBI Third Party Network Administrator
- IMBC – Inyo-Mono Broadband Consortium (ESCOG, CASF Consortia Grant)
- JPA – Joint Powers Authority
- MMBI – Middle-Mile Broadband Initiative (State of California project)
- MMBN – Middle-Mile Broadband Network (GSN-managed network)
- NTIA – National Telecommunications & Information Administration
- RCRC – Rural County Representatives of California
- USDA RD – US Department of Agriculture Rural Development

Amy Shepherd
Auditor- Controller
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(760) 872-2700
(760) 876-5559
FAX: (760) 878-0391



COUNTY OF INYO
OFFICE OF THE AUDITOR-CONTROLLER
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January 8, 2024

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
Marissa Silvas

STATEMENT

MONEY IN COUNTY TREASURY

FOR SEPTEMBER 29, 2023-DECEMBER 26, 2023

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 26, 2023

Amount of money that should be in the treasury on December 26, 2023

is	\$225,592,715.35	
Receipts from 092923-122623	\$63,761,228.67	
(Less paid warrants) Amount actually therein is	(\$51,515,569.58)	
Active Balance		\$8,564,447.44
BANK DEP ON HAND		\$0.00
BMO MONEY MARKET		\$5,098,220.55
LAIF		\$35,000,000.00
UBS MONEY MARKET		\$3,500,000.00
LOCAL AGENCY DEBT		\$140,975.67
FEDERAL AGENCIES		\$147,009,920.00
FA-TREASURY NOTES/BONDS		\$0.00
COMMERICAL PAPERS		\$24,199,451.38
CORPORATE OBLIGATION		\$0.00
CD		\$4,957,000.00
US BANK MONEY MARKET		\$9,366,853.90
CHECKS		\$62,343.02
CURRENCY		\$1,913.00
SILVER		\$8.57
	237,838,374.44	\$237,901,133.53

Difference:

09/27/23 US BANK MMA: SETTLEMENT	\$968.91
12/26/23 US BANK MMA: SETTLEMENT	(\$75,000.00)
12/22/23 VAULT DEPOSIT IN TRANSIT	\$11,272.00
DIFFERENCE TOTALS	(\$62,759.09)

Amy Shepherd

County Auditor

Subscribed and sworn to before me this

9th

day of

January 2024



[Signature]

Assistant Clerk of the Board of Supervisors
INYO COUNTY

DATE
 BALANCE
 RECEIPTS FROM 092923-122623
 SUBTOTAL
 LESS PAID WARRANTS
 LESS PAID WARRANTS DATED 09/28/23
 TOTAL

12/26/23
 \$225,592,715.35
 \$63,761,228.67
 \$289,353,944.02
 \$51,364,117.54
 \$151,452.04
 \$237,838,374.44

DO NOT DELETE

\$51,515,569.58

\$8,564,447.44

\$229,336,686.09

DIFFERENCES
 -\$62,759.09

ACTIVE ACCOUNTS

BANK OF MONTREAL \$4,128,456.50
 US BANK \$965,660.78
 EASTERN SIERRA COMM BK \$3,460,330.16
 EL DORADO SAVINGS BANK \$10,000.00

INACTIVE ACCOUNTS

BANK DEP ON HAND \$0.00
 LAIF \$35,000,000.00
 BMO MONEY MARKET \$5,098,220.55
 UBS MONEY MARKET \$3,500,000.00
 LOCAL AGENCY DEBT \$140,975.67
 FEDERAL AGENCIES \$147,009,920.00
 FA-TREASURY NOTES/BONDS \$0.00
 COMMERCIAL PAPERS \$24,199,451.38
 CORPORATE OBLIGATION \$0.00
 CD \$4,957,000.00
 US BANK MONEY MARKET \$9,366,853.90
 CHECKS 62343.02
 CURRENCY \$1,913.00
 SILVER \$8.57

GRAND TOTAL \$237,901,133.53

CURRENCY:	DRAWER	VAULT
100'S		700.00
50'S		150.00
20'S		900.00
10'S		40.00
5'S		90.00
2'S		
1'S		33.00
SUB TOTAL:	0.00	1,913.00
SILVER:		
DOLLARS		
HALVES		
QTRS	\$5.25	
DIMES	\$2.40	
NICKELS	\$0.55	
PENNIES	\$0.37	
SUB TOTAL:	\$8.57	\$0.00
GRAND TOTAL:	8.57	1,913.00

BANK BALANCES VERIFIED OUTSIDE SOURCES

BANK OF MONTREAL
 ACCT#2070407
 \$4,944,848.94

US BANK
 ACCT#158300180045
 800-798-6466
 FAX#800-898-2329
 INTERNET PRINT OUT
 \$965,660.78

El Dorado Savings Bank
 ACCT#24-30-52107
 \$15,501.50

Eastern Sierra Comm BK
 ACCT# 6106463
 \$3,464,906.41