



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

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 21, 2025
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); 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 Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Assistant County Counsel Grace Weitz, and Assistant CAO Denelle Carrington.
- 3) **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator.

OPEN SESSION

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

- 10 A.M.**
- 4) Pledge of Allegiance**
 - 5) Report on Closed Session as Required by Law**
 - 6) Graduation for 2024 Inyo County Leadership Academy Participants**
 - 7) Employee Service Recognition** - The Board of Supervisors will recognize employees who have achieved service milestones during the fourth quarter of 2024.
 - 8) Public Comment**
Comments may be time-limited
 - 9) County Department Reports**

CONSENT AGENDA

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

- 10) Approval of Minutes from the January 7, 2025 and January 14, 2025 Board of Supervisors Meetings**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Approve the minutes from the regular Board of Supervisors meeting of January 7, 2025 and the special meeting of January 14, 2025.
- 11) Request from Inyo Fish & Wildlife Commission to Send Letter to State Commission**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Authorize the Inyo County Fish & Wildlife Commission to send a letter to the California Fish and Game Commission regarding the impact of mountain lions on the local mule deer and bighorn sheep population.
- 12) Donation of Surplus Items from South Street County Building to Inyo-Mono Association for the Handicapped**
County Administrator | Meaghan McCamman

Recommended Action:
 - A) Declare items listed in Attachment A surplus and no longer needed for County use; and
 - B) Approve the donation of said items to Inyo-Mono Association for the Handicapped (IMAH) pursuant to Government Code Section 25372.

13) Proposed Fiscal Year 2024 Homeland Security Grant Program (HSGP) Application and Resolution

County Administrator - Emergency Services | Mikaela Torres

Recommended Action:

- A) Approve the submittal of the Federal Fiscal Year 2024 HSGP Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Board Resolution No. 2025-02;" and
- B) Authorize the Chairperson to sign the addendum letter.

14) Proposed Fiscal Year 2024 Emergency Management Performance Grant (EMPG) Program Application and Resolution

County Administrator - Emergency Services | Mikaela Torres

Recommended Action:

Review the proposed Fiscal Year 2024 Emergency Management Performance Grant (EMPG) Program Application and, if deemed acceptable:

- A) Approve the submittal of the Fiscal Year 2024 EMPG Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Body Resolution (No. 2025-03);" and
- B) Authorize the Chairperson to sign the resolution and resolution addendum letter.

15) Appointment of Fifth District Planning Commissioner

Planning Department | Cathreen Richards

Recommended Action:

Appoint Mr. Aaron Cassell as the Fifth District Planning Commissioner, to serve a four-year term ending January 4, 2029.

16) Resolution Delegating Investment Authority to the Inyo County Treasurer

Treasurer-Tax Collector | Christie Martindale

Recommended Action:

Approve Resolution No. 2025-04, 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.

17) 2025 Statement of Investment Policy

Treasurer-Tax Collector | Christie Martindale

Recommended Action:

Review and approve the 2025 Statement of Investment Policy and direct any questions to the County Treasurer.

REGULAR AGENDA

18) California State Association of Counties (CSAC) Update

County Administrator | Graham Knaus - California State Association of Counties
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action:

Receive an update from California State Association of Counties (CSAC) Chief Executive Officer Graham Knaus.

19) Update on California Governor's Office of Emergency Service (CalOES) Region VI Operational Area Coordination

County Administrator - Emergency Services | Damon Carrington
30 minutes (20min. Presentation / 10min. Discussion)

Recommended Action:

Receive presentation from Chief Damon Carrington on Region VI Coordination with CalOES, specifically the responsibilities of this role and information on in-County and out-of-County assignments.

20) Appointment of a Quorum to the Lone Pine Fire District Board of Directors

Clerk of the Board | Nate Greenberg, Darcy Ellis
10 minutes

Recommended Action:

Appoint two individuals to the Lone Pine Fire Protection District Board of Directors so that it may achieve a quorum and subsequently fill the rest of its vacancies.

21) Approve Contributions of District 5 Transient Occupancy Tax District Improvement Funds

County Administrator | Nate Greenberg

Recommended Action:

- A) Approve the Memorandum of Understanding between the County of Inyo and Southern Inyo Fire Protection District for the purpose of allocating the Transient Occupancy Tax District Improvement Fund; and
- B) Authorize the payment of \$100,000.00 to the Southern Inyo Fire Protection District.

22) Memorandum of Understanding between the County of Inyo and Inyo County Correctional Officer Association (ICCOA)

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

Recommended Action:

Ratify and approve the November 1, 2024 through October 31, 2027 Memorandum of Understanding between the County of Inyo and Inyo County Correctional Officer Association (ICCOA).

23) Contract and Cost-Sharing Memorandum of Understanding for Regional Housing Needs Assessment

County Administrator | Meaghan McCamman
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

- A) Approve the cost-sharing agreement between the County of Inyo and Mono County, the City of Bishop, the Town of Mammoth Lakes, and the Eastern Sierra Council of Governments, authorizing the County of Inyo to Enter and Administer a Contract for the Preparation of a Regional Housing Needs Assessment and Action Plan and Providing for Reimbursement to the County of Inyo for the Cost Thereof, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and
- B) Approve the contract between the County of Inyo and BAE Urban Economics of Berkeley, CA, for the provision of a Regional Housing Needs Assessment and Action Plan in an amount not to exceed \$193,175 for the period of January 21, 2025 - June 30, 2026, and authorize the Chairperson to sign.

ADDITIONAL PUBLIC COMMENT & REPORTS

24) Public Comment

Comments may be time-limited

25) Board Member and Staff Reports

Receive updates on recent or upcoming meetings and projects



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DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 21, 2025

Reference ID:
2025-7

Graduation for 2024 Inyo County Leadership Academy Participants

Board of Supervisors

NO ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer,
Paul Danczyk - California State Association of
Counties, Graham Knaus - California State
Association of Counties

RECOMMENDED ACTION:

Receive presentation and recognize Inyo County staff who successfully completed the 2024 Inyo County Leadership Academy in partnership with the California State Association of Counties.

BACKGROUND / SUMMARY / JUSTIFICATION:

Recognizing the need to develop future leaders within the County, last year County Administration partnered with the California State Association of Counties (CSAC) Institute to create a new Inyo Leadership Academy. Over the course of 2024, nearly 40 County employees participated in monthly courses which focused on a variety of leadership skills, as well as collaborated with other participants on a group project.

Today, representatives from CSAC will recognize those who successfully completed the program with a formal graduation ceremony and present them with certificates of completion.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not recognize these individuals through this item.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Quality County Employees

High Quality Services | High-Quality County Government Services

APPROVALS:

Darcy Ellis	Created/Initiated - 1/14/2025
Darcy Ellis	Approved - 1/14/2025
Keri Oney	Approved - 1/14/2025
John Vallejo	Approved - 1/14/2025
Amy Shepherd	Approved - 1/14/2025
Nate Greenberg	Final Approval - 1/16/2025

ATTACHMENTS:



COUNTY OF INYO

PERSONNEL DEPARTMENT

P. O. Box 249, Independence, California 93526

760-878-0377

760-878-0465 (Fax)

MEMORANDUM

To: Department Heads

From: Jayme Westervelt, Personnel Analyst

Date: December 30, 2024

Re: Employee Service Awards for 4th Quarter 2024

The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, **January 21st at 10:00** am. **Please make sure to invite your employees to attend the Board of Supervisors meeting (in person) to be recognized.**

Name	Hire Date	Years of Service	Department Head
Larry Freilich	10/16/09	15	Holly Alpert
Meredith Jabis	09/05/19	5	Holly Alpert
Breanne Nelums	11/16/04	20	Michael Errante
Brandon Bardonnex	12/01/09	15	Michael Errante
Marcus Warner	10/3/19	5	Michael Errante
Gael Hueso Beltran	12/12/19	5	Michael Errante
Kristen Pfeiler	12/12/19	5	Nate Greenberg
Kenneth Bigham	12/4/14	10	Stephanie Rennie
Katelyne Lent	10/31/19	5	Anna Scott
Kortni Girardin	12/1/14	10	Amy Shepherd
Julie Weier	11/16/94	30	Jeffery Thomson



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ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 21, 2025

Reference ID:
2025-23

Approval of Minutes from the January 7, 2025 and January 14, 2025 Board of Supervisors Meetings

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 7, 2025 and the special meeting of January 14, 2025.

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:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may request changes or edits, or decline to approve but the latter option is not recommended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Ellis	Created/Initiated - 1/10/2025
Darcy Ellis	Final Approval - 1/10/2025

ATTACHMENTS:

1. Draft January 7, 2025 Minutes
2. Draft January 14, 2025 Minutes - Special Meeting

MINUTES



County of Inyo Board of Supervisors

January 7, 2025

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 7, 2025, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Scott Marcellin, presiding, Jeff Griffiths, Trina Orrill, Jennifer Roeser, and Will Wadelton. 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 Vice Chairperson asked for public comment related to closed session items and there was no one wishing to speak.

Closed Session

Vice Chairperson Marcellin recessed open session at 8:32 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); 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 Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Assistant County Counsel Grace Weitz, and Assistant CAO Denelle Carrington.

Open Session

Vice Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 9:07 a.m. with all Board members present.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item No. 2 and no action was taken during closed session that is required to be reported.

Pledge of Allegiance

Supervisor Roeser led the Pledge of Allegiance.

Election of Officers

Vice Chair Marcellin turned the meeting over to the Assistant Clerk of the Board for election of officers.

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to elect Vice Chair Marcellin the Chairperson for 2025. Motion carried unanimously.

Moved by Supervisor Roeser and seconded by Supervisor Orrill to elect Supervisor Griffiths the Vice Chairperson for 2025. Motion carried unanimously.

Public Comment

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

County Department Reports

Public Works Director Mike Errante provided the Board with updates on the Whitney Portal Road repair project, which has been delayed due to shipping issues and is estimated to open mid-month, and the courthouse HVAC project, the second phase of which should be complete by February.

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 meeting of December 17, 2024. Motion carried unanimously.

CAO – Board Calendar Revisions	<p>Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the following changes to the 2025 Board of Supervisors' January meeting schedule:</p> <ul style="list-style-type: none"> A) Cancel the January 15, 2025 Special Meeting; B) Schedule a Regular meeting for January 21, 2025; and C) Cancel the January 28, 2025 meeting. <p>Motion carried unanimously.</p>
Planning – D2, D4 Planning Commission Reappointments	<p>Moved by Supervisor Roeser and seconded by Supervisor Orrill to reappoint Planning Commissioners Caitlin Morley and Callie Peek to represent the Second and Fourth Supervisor Districts, respectively, for four-year terms ending January 4, 2029. Motion carried unanimously.</p>
Public Works – Letter of Support for LTC Grant Pursual	<p>Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve and authorize the Chairperson to sign a letter of support for the Inyo County Local Transportation Commission to pursue funding for the Climate Adaptation component of the Sustainable Transportation Planning Grant Program through Caltrans to develop an evacuation route resiliency plan. Motion carried unanimously.</p>
Public Works-Airports – DAB Program	<p>Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the Inyo County Airport Disadvantaged Business Program and authorize the Chairperson to sign. Motion carried unanimously.</p>
Public Works – LP Sidewalk N.O.C./ Reso #2025-01	<p>Supervisor Wadelton asked that the agenda item be moved from Consent to the Regular Agenda so a constituent could ask a question. Trevor Warner asked whether the lines in front of the Forum could be repainted to clearly delineate three separate parking spots. Public Works Director Mike Errante said staff would look into it.</p>
	<p>Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Resolution No. 2025-01, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Lone Pine Sidewalk Construction and ADA Improvement Project," and authorize the Chairperson to sign. Motion carried unanimously.</p>
Board of Supervisors – 2025 Committee Assignments	<p>Chairperson Marcellin presented his recommendation for 2025 Board of Supervisors committee assignments. Supervisor Wadelton noted that while, historically, the District 5 Supervisor has been assigned to the Great Basin Unified Air Pollution Control District board and while he is recommended only for the alternate position, he will continue to represent his constituents who are impacted by the dry lake dust. After some additional discussion, the Board directed that Supervisor Wadelton be assigned to the Indian Wells Valley Groundwater Authority (IWVGA) Board of Directors instead of Supervisor Orrill. Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve the 2025 Board of Supervisors committee assignments as recommended by the Chairperson, with Supervisor Wadelton assigned to the IWVGA board instead of Supervisor Orrill. Motion carried unanimously.</p>
Public Works – Diaz Lake Welcoming & Beautification Project Presentation and Contract Award	<p>Parks and Recreation Manager Daniel Briceno gave a PowerPoint presentation on the upcoming Diaz Lake Welcoming and Beautification Project. Public comment was received from Trevor Warner. Moved by Supervisor Wadelton and seconded by Supervisor Roeser to:</p> <ul style="list-style-type: none"> A) Award the contract for the Diaz Lake Welcoming and Beautification Project to Great Western Recreation (Playcore Wisconsin) of Logan, Utah as the successful bidder; B) Approve the construction contract between the County of Inyo and Great Western Recreation of Logan, Utah in the amount of \$714,667.62 and authorize the Chairperson to sign; 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. <p>Motion carried unanimously.</p>
Public Works-Airports – Sierra Securities TSA	<p>Public Works Director Mike Errante and Deputy Public Works Director-Airports Ashley Helms reviewed the TSA Training Room Upgrade Project for the Board. Public comment was</p>

***Training Room Project
Contract/Budget
Amendment***

received from Trevor Warner. Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

- A) Amend the Fiscal Year 2024-2025 Bishop Airport Operating Budget (Budget 150100) as follows: increase estimated revenue in Federal Other (Revenue Code No. 4552) by \$10,750 and increase appropriation in Construction in Progress (Object Code 5700) by \$10,750 (4/5ths vote required);
- B) Approve the agreement between the County of Inyo and the Government Services Administration for the County to complete the TSA Training Room Upgrade Project in an amount not to exceed \$185,000, and authorize the Public Works Director to sign, contingent upon all appropriate signatures being obtained;
- C) Award the contract for the TSA Training Room Upgrade Project to Sierra Security Systems, Inc. of Bishop, CA as the successful bidder;
- D) Approve the construction contract between the County of Inyo and Sierra Security Systems, Inc. of Bishop, CA in the amount of \$160,750, and authorize the Public Works Director to sign, contingent upon all appropriate signatures being obtained; and 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.

***HHS – ESCoC
Housing & ES
Community Housing
Grant Agreement***

Moved by Supervisor Roeser and seconded by Supervisor Orrill to ratify and approve the Grant Agreement between the Eastern Sierra Continuum of Care and Eastern Sierra Community Housing of Mammoth Lakes for the delivery of permanent housing and innovative housing solutions in an amount not to exceed \$379,583 for the period of June 25, 2024 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Health & Human Services Director to sign. Motion carried unanimously.

***Probation – CalAIM
Grant Award***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

- A) Accept the CalAIM grant award in the amount of \$2,500,000 from California Department of Health Care Services for the provision of Medi-Cal services in the 90 days prior to release, as requested by the Department of Health Care Services (DHCS) through its CalAIM 1115 Demonstration request; and
- B) Authorize the Chief Probation Officer to sign the participation agreement and to be the County's authorized representative for the Inyo County Probation Department's CalAIM program.

Motion carried unanimously.

***CAO – Regional
Broadband Update***

Regional Broadband Coordinator Scott Armstrong gave a presentation on the status of local broadband, grant funding, and related projects.

***Risk – Self Eval and
Transition Plan
Presentation***

Risk Manager Aaron Holmberg, as the Americans with Disabilities Act Coordinator, gave his annual presentation regarding facility access improvements and updates to the Inyo County Self Evaluation and Transition Plan.

Public Comment

The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Linda Chaplin.

***Board Member & Staff
Reports***

Supervisor Roeser welcomed Supervisor Wadelton, said she attended an Emergency Medical Care Committee meeting last night, and thanked colleagues and staff who attended yesterday's swearing-in ceremony.

Supervisor Wadelton said he met with the Olancha-Cartago Fire Department, and reported that he was on the inaugural flight from Bishop to Denver with the new planes and it was a great flight.

Supervisor Orrill announced she recently completed a six-week NACo professional development course on Artificial Intelligence and hoped to see its applications explored in Inyo County.

Supervisor Griffiths said he would be leaving for Washington, D.C. this afternoon and hoped to meet with Senator Padilla while there about fire insurance. He also provided updates on

the Governor's January budget and the Explorer Act to benefit gateway communities like Inyo County.

CAO Greenberg gave a shout out to those who helped put together the holiday potluck in December: Assistant Auditor-Controller Christie Martindale, Assistant Treasurer-Tax Collector Carolynn Phillips, Admin Operations Analyst Rebecca Graves, and Assistant Assessor Allison Krohn. He also said the Eastern Sierra Council of Governments has been tracking the Explorer Act; legislation was signed into law on Saturday that includes \$7 million for the Army Corps of Engineers to begin analyzing the Lone Pine Creek diversion; a staff member of Senator Padilla will be visiting the Eastern Sierra on the afternoon of January 14 and staff has planned a tour of Inyo County projects; and an updated Legislative Platform will soon be brought to the Board for approval.

Chairperson Marcellin said he attended a Great Basin Unified Air Pollution Control board meeting last week as well as the swearing-in ceremony yesterday for Supervisors Griffiths, Roeser, and Wadelton.

Adjournment

The Chairperson adjourned the meeting at 11:22 a.m. to 9 a.m. Tuesday, January 14, 2025, 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 14, 2025

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 9:03 a.m., on January 14, 2025, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Scott Marcellin, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Trina Orrill. 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.

Public Comment

The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Mel Joseph and Trevor Warner.

***CAO-Personnel –
District Attorney
Appointment***

CAO Greenberg introduced the item and briefly explained the recruitment process for interested candidates wishing to serve out the remainder of former District Attorney Tom Hardy's six-year term. Greenberg noted that there was only one candidate interested in the position and the Board Chairperson invited the applicant (and current Acting District Attorney), Dana Crom, to provide a five-minute statement/presentation to the Board, after which each of the Board members asked questions which had been prepared in advance as well as follow-up questions.

Questions asked by Board members included:

- Can you describe your experience in the courtroom, specifically handling high-stakes cases?
- Discuss your approach to collaborating with law enforcement agencies and maintaining a productive relationship?
- Provide your perspective on effectively managing and leading a team.
- How do you foresee the District Attorney effectively engaging with the Board of Supervisors and Administration?
- What is your experience with community outreach and public speaking engagements?
- What is your approach to cases where mental health issues play a significant role?
- Explain your approach to prioritizing cases in times of high workload.
- What strategies do you employ to ensure fair and impartial prosecution, especially in the context of Inyo County's small communities?
- Provide your perspective and approach to cases involving juveniles.
- How do you approach plea bargaining?
- What do you think is the biggest challenge facing the local criminal justice system today, and how do you believe the incoming Inyo County District Attorney can help improve our criminal justice system?

The Chairperson inquired if there was anyone wishing to provide comment and public comment was received from Trevor Warner.

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to appoint Dana Crom to the office of District Attorney effective January 16, 2025, to serve out the remainder of the term expiring at noon on January 3, 2028. Motion carried unanimously.

Board members thanked Crom for applying and congratulated her on her newly appointed position.

Recess/Reconvene

The Chairperson recessed the meeting for a break at 10:02 a.m. and reconvened the meeting at 10:17 a.m. with all Board members present.

CAO-Personnel – Treasurer-Tax Collector Appointment

CAO Greenberg briefly explained the recruitment process for candidates interested in serving out the remainder of former Treasurer-Tax Collector Alisha McMurtrie's four-year term and said that a letter of interest and resume had been received by two qualified candidates (and current Inyo County employees): Assistant Auditor-Controller Christie Martindale and Assistant Assessor Allison Krohn.

The Chairperson did a coin-toss to determine what order the candidates would be interviewed, and Ms. Krohn went first. Each candidate was required to leave the Board Room during their challenger's interview. They were both afforded five minutes for opening statements/presentations, after which Board members asked questions prepared in advance as well as follow-up questions.

Questions included the following:

- As the County Treasurer-Tax Collector, you manage public funds on deposit with the treasury, not only from the County, but also from over 30 treasury pool participants. For many of those agencies, you also act as their Treasurer. Please explain your understanding of this unique position and how your background make you qualified to carry out its duties.
- How would you build and maintain strong relationships with our taxpayers?
- As County Treasurer-Tax Collector, you are the investment officer for all funds on deposit with the treasury pool. Please describe your understanding of this role, as well as your primary investment objectives and overall investment philosophy as the County Treasurer-Tax Collector?
- As Treasurer Tax Collector you are also a County Department Head. Please provide us with your perspective on effectively leading a team while also running a department.
- Your role as County Treasurer-Tax Collector includes assisting and advising the treasury pool participants and the taxing agencies. You are one of the subject matter experts for the issuance of debt in the form of bonds, COP's, Lease Purchase Agreements, and loans. Please expand on your knowledge of these commonly used debt instruments.
- Provide your perspective on public service, and what motivates you to work in this space.
- How would you ensure compliance with financial regulations and standards in treasury operations?
- Collaboration is a critical expectation for all of our Department Heads, whether appointed or elected. Explain how you will ensure that the TTC office works effectively with the offices of the Assessor and Auditor-Controller, as well as County Administration and other departments.
- How would you ensure transparency and accountability in the handling of public funds as the Treasurer-Tax Collector?

Following Ms. Krohn's interview, Chairperson Marcellin asked if there was anyone wishing to provide comment and public comment was received from Assessor Dave Stottlemire, who endorsed Ms. Krohn.

Following Ms. Martindale's interview, Chairperson Marcellin asked if there was anyone wishing to provide comment and public comment was received from former Treasurer-Tax Collector Alisha McMurtrie and current Auditor-Controller Amy Shepherd, who both endorsed Martindale.

Recess/Reconvene

The Chairperson recessed the meeting for a break at 11:31 a.m. and reconvened the meeting at 11:43 a.m. with all Board members present.

CA-Personnel – Treasurer-Tax Collector Appointment

Board members thanked both candidates for their interest in applying for the TTC position and praised them for the contributions they have made as current employees with the Inyo County.

(continued)

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to appoint Christie Martindale to the office of Treasurer-Tax Collector effective January 16, 2025, to serve out the remainder of the term expiring at noon on January 3, 2026. Motion carried unanimously.

Adjournment

The Chairperson adjourned the meeting at 11:49 a.m. to 8:30 a.m. Tuesday, January 21, 2025, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 21, 2025

Reference ID:
2025-13

Request from Inyo Fish & Wildlife Commission to Send Letter to State Commission

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Authorize the Inyo County Fish & Wildlife Commission to send a letter to the California Fish and Game Commission regarding the impact of mountain lions on the local mule deer and bighorn sheep population.

BACKGROUND / SUMMARY / JUSTIFICATION:

As a strictly advisory body, the Inyo County Fish and Wildlife Commission may not take positions on issues without the permission of the Board of Supervisors.

At its November meeting, the Commission voted to request Board permission to send a follow-up letter to the State Fish and Game Commission requesting an update on the progress to resolve the impacts an increased mountain lion population is having on the mule deer and Sierra Nevada bighorn sheep. The State Commission held a meeting in Mammoth in June, where mountain lion predation was a major topic of discussion. The Board of Supervisors has previously authorized the Inyo County Commission to send letters expressing its concerns over mountain lion impacts to other local wildlife.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may deny the request but this is not recommended as the Board has previously authorized the Commission to send letters of a similar nature.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Fish and Wildlife Commission

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Ellis	Created/Initiated - 1/10/2025
Darcy Ellis	Approved - 1/10/2025
Nate Greenberg	Final Approval - 1/13/2025

ATTACHMENTS:

1. Inyo Commission Letter to State Commission



INYO COUNTY FISH AND WILDLIFE COMMISSION

COMMISSION MEMBERS
DOUGLAS BROWN
STEVE IVEY
WARREN ALLSUP
GAYE MUELLER
JARED SMITH

ALTERNATE MEMBER
NICK LARA

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

BISHOP, CA 93514

January 21, 2025

Ms. Melissa Miller-Henson, Executive Director
California State Fish and Game Commission
P. O. box 944209
Sacramento, CA 94244-20990

Dear Director Miller-Henson

The Inyo County Fish and Wildlife Commission again thanks the State Fish and Game Commission for conducting a meeting in Mammoth Lakes in June. At that meeting local concerns were identified with increased mountain lion population impacting the mule deer and Sierra Big Horn sheep populations. Your Commission provided direction to CDF&W on the concerns identified and the Inyo Fish and Wildlife Commission is requesting an update on the progress to resolve the concerns.

At that meeting the State Commission requested that local resident, Brian Tillemans, establish and lead a local group which included CDF&W staff. The group will keep CDF&W apprised of continuing issues with increased mountain lion populations adversely impacting the local mule deer and, more importantly, the Federally endangered listed Sierra Big Horn Sheep populations. The formation of a local group has not proceeded as quickly as our Commission had anticipated. However, as all parties continue to work towards finalizing the formation of the group our Commission requests the State Fish and Game Commission provide for more department involvement to finalize the establishment of the group so that it may proceed to assist in resolving local concerns.

The information provided by this group is expected to help CDF&W in developing workable solutions to improve the populations of deer and big horn sheep in Inyo County. It has been reported that the process to reinstate a revamped **Predator Management Plan**, which is an integral part of the **Sierra Nevada Big Horn Sheep Recovery Plan**, is awaiting CDF&W management consideration. The State Commission's help to move this revamped permit process forward will be greatly appreciated. Since the Recovery Plan clearly addressed the danger top predators have on deer and sheep populations, when the Predator Management Plan was discontinued, the impact on herd numbers became apparent. It is imperative that the Department act immediately to reduce mountain lion impact on the fragile and quickly disappearing Sierra Big Horn Sheep. The protection of the Federally Listed endangered Sierra Nevada Big Horn Sheep must take precedence. By way of protecting the Big Horn Sheep through predator control, deer herd numbers should also improve. The State Commission can turn this scenario around by allowing the management of predators through acceptable methods.

Your consideration of Inyo County's request for your help to ensure these concerns remain at the forefront of the Department's activities is greatly appreciated. Please let us know if there is anything we can do to expedite solutions to the problem.

Sincerely,

Doug Brown

Doug Brown, Chairperson

Inyo County Board of Supervisors

Mr. Charlton Bonham, Director California Department of Fish and Wildlife



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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 21, 2025

Reference ID:
2024-998

Donation of Surplus Items from South Street County Building to Inyo-Mono Association for the Handicapped County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

RECOMMENDED ACTION:

- A) Declare items listed in Attachment A surplus and no longer needed for County use; and
- B) Approve the donation of said items to Inyo-Mono Association for the Handicapped (IMAH) pursuant to Government Code Section 25372.

BACKGROUND / SUMMARY / JUSTIFICATION:

California Government Code section 25372 allows the Board of Supervisors to donate the County's personal property to 501(c)(3) organizations that are organized to provide health or human services, on any terms that it deems appropriate. This item requests the Board declare a variety of items stored in the County's South Street Office Building to be surplus and donate said property to Inyo Mono Association for the Handicapped (IMAH).

With limited storage capacity in the new County Office Building, several County departments began to store office furniture and other assorted items in the County's vacated South Street Office building. Over time, the South Street building filled up with unused items. In October, the County made a concerted effort to clean out the building and ensure that only items that were truly needed by the County were stored.

Many items were deemed unwanted by individual County Departments and were offered to all other County Departments via email. While many items were picked up and reused, there remains a stockpile of unwanted items at the South Street building. A full list of remaining unwanted items is in Attachment A.

Because the South Street building is located directly next to the 501(c)(3) nonprofit IMAH, IMAH staff have offered to pick up any surplus items that the County would like to donate and move them next door to the IMAH thrift store. As these items listed in Attachment A have been determined to be unneeded by their original County Departments, have been offered to other Departments with no takers, and remain unwanted, staff requests that the Board declare said furniture to be surplus, and to donate that furniture to IMAH pursuant to Government Code section 25372.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to donate the unwanted items listed in Attachment A to IMAH. Instead, the County could continue to store these items. This is not recommended because these items have been offered to all County Departments and have been determined to be unneeded by the County. Their continued storage is unnecessary and causes clutter in the County's South Street building. Excessive clutter in the building makes maintenance and upkeep challenging.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**STRATEGIC PLAN ALIGNMENT:**

Improved County Facilities - County Campus Improvements

APPROVALS:

Meaghan McCamman	Created/Initiated - 12/26/2024
Darcy Ellis	Approved - 12/30/2024
Denelle Carrington	Approved - 12/30/2024
John Vallejo	Approved - 1/2/2025
Amy Shepherd	Approved - 1/2/2025
Nate Greenberg	Approved - 1/13/2025
Meaghan McCamman	Final Approval - 1/15/2025

ATTACHMENTS:

1. Attachment A: South Street Final Surplus List

Item	Size	Location
Gray (COB) Conference Table	84x42	Farm Advisor room
8 gray stacking chairs		Farm Advisor room
2 Small Desks with hutch	48 x 27	Sharons office
exam table		Disaster response room
wooden octagon table	42x42	PH Reception
corner desk with hutch	49 x 29	PH Reception
card catalog filing cabinet		PH Reception
3 black mesh chairs		PH Reception
Gray desk with corner and leg	60 x 27	Building and safety office - ASK WENDY FIRST
Wood grain desk	48 x 24	Building and safety
2 black mesh folding chairs		Building and safety
hundreds of 5x7 tabletops		front room
3 gray chairs		front room
1 padded mesh back office chair		front room

LOCATION

IMAH Donation Room
IMAH Donation Room
IMAH Donation Room
IMAH Donation Room
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IMAH Donation Room
IMAH Donation Room
IMAH Donation Room
IMAH Donation Room
Exam 1
First 5 room G
First 5 room G
First 5 room G
WIC room H
WIC room H
WIC room H
PH Response
PH Response
PH Response
PH Response
Cooler room (corner)
Cooler room (corner)
Cooler room (corner)
Cooler room (corner)
Cooler room (corner)
Building & Maintenance
Building & Maintenance
Building & Maintenance
entry room
Ag Dept
Ag Dept
Ag Dept
Ag Dept

ITEM

2 hand sanitizer stations
1 humidor
3 black desk chairs (cloth bottom)
1 microwave
1 gas can
shower curtains & rings
2 bulletin boards
1 DVD player
1 projector
7 laser jet ink 305A
2 laser jet ink CE390XC
2 HP laser toner cartridge CE250A
Exercise band
2 HP printers
1 canon printer
2 short filing cabinets
1 wall mirror
3 cash boxes
3 gray chairs
1 turquoise chair
wire organizer baskets
1 exam table
Octagon Table
Corner desk with hutch
6 drawer card file
4 drawer filing cabinet
scale
sandwich board
1 fridge
wire supply shelves
metal cabinet (large)
metal cabinet (medium)
rolling computer work station
many shelves, desks, filing cabinets
6 blue coolers
insulated carry bags
1 mesh bottom desk chair
3 cloth bottom desk chair
6 blue chairs
1 white chair
desks & standing desks
hand sanitizing station
2 wooden conference tables
3 tall filing cabinets
8 blue chairs
bookshelf

Anna's Office	2 desks with hutch
Anna's Office	1 blue chair
Anna's Office	1 old fridge



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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 21, 2025

Reference ID:
2025-20

Proposed Fiscal Year 2024 Homeland Security Grant Program (HSGP) Application and Resolution

County Administrator - Emergency Services

ACTION REQUIRED

ITEM SUBMITTED BY

Mikaela Torres, Emergency Services Manager

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

- A) Approve the submittal of the Federal Fiscal Year 2024 HSGP Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Board Resolution No. 2025-02;" and
B) Authorize the Chairperson to sign the addendum letter.

BACKGROUND / SUMMARY / JUSTIFICATION:

This application coming before your Board today for consideration is to apply for funding through the Homeland Security Grant Program (HSGP) for Fiscal Year 2024. This is federal Department of Homeland Security (DHS) funding administered through the California Governor's Office of Emergency Services (CalOES). Inyo County is eligible to apply for and receive \$90,923 in grant funds.

Although the grant is for FY 24/25, the grant application, assurances, and State Supplemental Guidance for the grant were not released until December 2024.

The HSGP FY24 grant proposes to support the following projects: training for Office of Emergency Services, Information Services, and Inyo County Sheriff Department staff, election security and physical protective measures, alert and warning system, radio communication equipment, cybersecurity software, and development of a cybersecurity outreach and education program. The HSGP grants are managed by the Office of Emergency Services, in coordination with Information Services, Elections Department, Public Works, Inyo County Sheriff Department, as well as the City of Bishop Police Department.

FISCAL IMPACT:

Funding Source	Grant Funding	Budget Unit	
Budgeted?	Yes	Object Code	
Recurrence	One-Time	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

Inyo County is eligible to apply for and receive \$90,923 in grant funds.

Future Fiscal Year Impacts

N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Mikaela Torres	Created/Initiated - 1/10/2025
Darcy Ellis	Approved - 1/10/2025
Mikaela Torres	Approved - 1/10/2025
John Vallejo	Approved - 1/13/2025
Amy Shepherd	Approved - 1/13/2025
Nate Greenberg	Final Approval - 1/13/2025

ATTACHMENTS:

1. FY 2024 HSGP Governing Body Resolution
2. 2024 Homeland Security Grant Program Allocation Letter

Governing Body Resolution
RESOLUTION _____

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

OF THE _____ **County of Inyo** _____ *THAT*
(Name of Applicant)

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

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

(Name or Title of Authorized Agent)

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

2024 Homeland Security Grant Program

Passed and approved this _____ **21st** day of _____ **January** _____, **20 25**

Certification

I, _____ **Darcy Ellis** _____, duly appointed and
(Name)

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

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

_____ **21st** day of _____ **January** _____, **20 25**

Assistant Clerk of the Board
(Official Position)

(Signature)

(Date)

Instruction Sheet for the Governing Body Resolution & Addendum to GBR

Purpose

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

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

Authorized Agent(s)

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

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

Authorized Agent Changes

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



October 28, 2024

Nate Greenberg
CAO- Director of Emergency Services
Inyo County
Post Office Drawer N
Independence, CA 93526

DELIVERED VIA E-MAIL: ngreenberg@inyocounty.us

SUBJECT: **NOTIFICATION OF SUBRECIPIENT ALLOCATION**
Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP)
Grant Subaward Period of Performance: 09/01/2024-05/31/2027

Dear Director Greenberg:

We are pleased to announce the approval of your FY 2024 HSGP subaward in the amount of \$90,923.

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

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

Subrecipients must obtain additional approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive



3650 SCHRIEVER AVENUE, MATHER, CA 95655
(916) 845-8506 TELEPHONE (916) 845-8511 FAX
www.CalOES.ca.gov

NG
NG

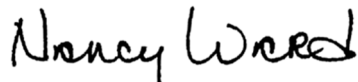
procurement, and projects requiring Environmental Planning and Historic Preservation review.

Next Steps:

- Your signature is required on this letter. Please sign and return this letter via email to your Cal OES Grants Analyst (GA) within 20 calendar days of receipt and keep a copy for your records.
- If you have not already, please visit the [Grants Central System \(GCS\) webpage](#) to register your organization.
- You will be notified to complete your application as soon as it is available in GCS – we anticipate mid-January 2025.
- Once the completed application is submitted and approved in GCS, you will be able to request reimbursement of eligible subaward expenditures in the system.

Please contact your GA if you have questions or need further assistance.

Sincerely,



NANCY WARD
Director



Nate Greenberg
Inyo County

11/05/2024

Date




2024 Homeland Security Grant Program Allocation letter_Inyo

Final Audit Report

2024-11-05

Created:	2024-11-05
By:	Mikaela Torres (mtorres@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAALD7DBNEURLIFIKcRwfxOY_uYkF7dxVPP

"2024 Homeland Security Grant Program Allocation letter_Inyo" History

-  Document created by Mikaela Torres (mtorres@inyocounty.us)
2024-11-05 - 4:31:50 PM GMT
-  Document emailed to Nate Greenberg (ngreenberg@inyocounty.us) for signature
2024-11-05 - 4:32:32 PM GMT
-  Email viewed by Nate Greenberg (ngreenberg@inyocounty.us)
2024-11-05 - 4:42:07 PM GMT
-  Document e-signed by Nate Greenberg (ngreenberg@inyocounty.us)
Signature Date: 2024-11-05 - 4:42:33 PM GMT - Time Source: server
-  Agreement completed.
2024-11-05 - 4:42:33 PM GMT





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 21, 2025

Reference ID:
2025-21

Proposed Fiscal Year 2024 Emergency Management Performance Grant (EMPG) Program Application and Resolution

County Administrator - Emergency Services

ACTION REQUIRED

ITEM SUBMITTED BY

Mikaela Torres, Emergency Services Manager

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

Review the proposed Fiscal Year 2024 Emergency Management Performance Grant (EMPG) Program Application and, if deemed acceptable:

- A) Approve the submittal of the Fiscal Year 2024 EMPG Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Body Resolution (No. 2025-03);" and
- B) Authorize the Chairperson to sign the resolution and resolution addendum letter.

BACKGROUND / SUMMARY / JUSTIFICATION:

This application coming before your Board today for consideration is to apply for funding through the Emergency Management Performance Grant (EMPG) Program for Fiscal Year 2024. This is federal Department of Homeland Security (DHS) funding administered through the California Governor's Office of Emergency Services (CalOES). Inyo County is eligible to apply for and receive \$128,282 in grant funds.

Although the grant is for FY 24/25, the grant application, assurances, and State Supplemental Guidance for the grant were not released until January 2025.

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

The FY 2024 EMPG provides federal funds to assist local emergency management advance individual and jurisdictional preparedness and resilience.

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

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

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

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

The ESM manages the County's EMPG grants; the California Fire Safe-County Coordinator grant; the Homeland Security Grant Program; and the Homeland Security Mitigation Grant.

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

60% of the annual EMPG grant funds go to support the personnel costs, motorpool, and administrative expenses associated with the ESM position. The remaining funds will follow the 2024 EMPG California Supplemental guidance, which suggests subrecipients should fund projects that address areas for improvement as they relate to emergency management capabilities, such as logistics distribution and management, evacuation planning, disaster financial management, catastrophic disaster housing, and resilient communications. Remaining funds will support emergency preparedness, public education, and outreach activities and materials.

FISCAL IMPACT:

Funding Source	Grant Funded	Budget Unit	
Budgeted?	Yes	Object Code	
Recurrence	One-Time	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Inyo County is eligible to apply for and receive \$128,282 in grant funds.
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to apply for the 2024 Emergency Management Performance Grant Program funding. This is not recommended as demands for County emergency services preparation, response, recovery and training will exceed the capacity of current County resources. As a result, the County's effectiveness in day-to-day operations, as well as emergency preparedness and response, is diminished.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Mikaela Torres	Created/Initiated - 1/10/2025
Darcy Ellis	Approved - 1/10/2025
Mikaela Torres	Approved - 1/10/2025
John Vallejo	Approved - 1/13/2025
Amy Shepherd	Approved - 1/13/2025
Nate Greenberg	Final Approval - 1/13/2025

ATTACHMENTS:

1. FY 2024 EMPG Governing Body Resolution
2. Inyo 2024 Emergency Management Performance Grant Allocation Letters

Governing Body Resolution
RESOLUTION _____

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

OF THE _____ **County of Inyo** _____ *THAT*
(Name of Applicant)

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

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

(Name or Title of Authorized Agent)

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

2024 Emergency Management Performance Grant

Passed and approved this _____ **21st** day of _____ **January** _____, **20 25**

Certification

I, _____ **Darcy Ellis** _____, duly appointed and
(Name)

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

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

_____ **21st** day of _____ **January** _____, **20 25**

Assistant Clerk of the Board
(Official Position)

(Signature)

(Date)

Instruction Sheet for the Governing Body Resolution & Addendum to GBR

Purpose

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

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

Authorized Agent(s)

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

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

Authorized Agent Changes

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



October 28, 2024

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

DELIVERED VIA E-MAIL: ngreenberg@inyocounty.us

SUBJECT: NOTIFICATION OF SUBRECIPIENT ALLOCATION

Fiscal Year (FY) 2024 Emergency Management Performance Grant (EMPG)
Grant Subaward Performance Period: July 1, 2024, to June 30, 2026

Dear Mr. Greenberg:

We are pleased to announce your FY 2024 EMPG subaward in the amount of \$128,282.

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

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

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



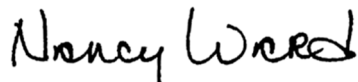
3650 SCHRIEVER AVENUE, MATHER, CA 95655
(916) 845-8506 TELEPHONE (916) 845-8511 FAX
www.CalOES.ca.gov

Next Steps:

- Your signature is required on this letter. Please sign and return this letter via email to your Cal OES Grants Analyst (GA) within 20 calendar days of receipt and keep a copy for your records.
- If you have not already, please visit the [Grants Central System \(GCS\) webpage](#) to register your organization.
- You will be notified to complete your application as soon as it is available in GCS – we anticipate mid-January 2025.
- Once the completed application is submitted and approved in GCS, you will be able to request reimbursement of eligible subaward expenditures in the system.

Please contact your GA if you have questions or need further assistance.

Sincerely,



NANCY WARD
Director



Nate Greenberg
Inyo County

10/29/24

Date



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 21, 2025

Reference ID:
2025-12

Appointment of Fifth District Planning Commissioner Planning Department ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Appoint Mr. Aaron Cassell as the Fifth District Planning Commissioner, to serve a four-year term ending January 4, 2029.

BACKGROUND / SUMMARY / JUSTIFICATION:

Recently, the Board of Supervisors' Fifth District representative, Matt Kingsley, retired. Mr. Kingsley's appointed Fifth District Planning Commissioner Scott Kemp's term also expired on January 4, 2025. Mr. Kemp was an asset to the commission for his eight-years of service, but states he is ready to move on and asked not to be reappointed. Will Wadelton, the newly elected Fifth District Supervisor, is nominating Mr. Aaron Cassell for the Fifth District Planning Commissioner to replace Mr. Kemp. Mr. Cassell has sent a letter of interest (attached) for the Commission seat.

Pursuant to Inyo County Code Section 2.40.020, appointments to the Planning Commission shall be proposed by each supervisor from a pool of citizens residing in their specific District. The Fifth District Supervisor has interviewed the respective candidate, who does reside in the Fifth District, and is nominating him to the Board for appointment to the vacant Planning Commission seat.

FISCAL IMPACT:

There is no immediate fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could not appoint a Fifth District Planning Commissioner. This is not recommended as it is difficult to efficiently conduct Planning Commission business with a vacancy. The Board could also reject Supervisor Wadelton's nomination. This is also not recommended as Mr. Cassell appears qualified and is willing to serve the County as a Planning Commissioner. Also, finding qualified, willing, candidates, at times, has been challenging.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Revitalization Through Effective Planning
Thriving Communities | Community Supporting Infrastructure Improvements
Thriving Communities | Highest and Best use of Property
Thriving Communities | Improve Housing Opportunities
Thriving Communities | Quality Parks and Recreation Amenities
Thriving Communities | Enhanced Transportation Services
Thriving Communities | Climate Resilience and Natural Resource Protection
Economic Enhancement | Sustainable Recreation Initiatives
High Quality Services | High-Quality County Government Services
High Quality Services | Improved Access to Government

APPROVALS:

Cathreen Richards	Created/Initiated - 1/7/2025
Darcy Ellis	Approved - 1/7/2025
John Vallejo	Approved - 1/7/2025
Nate Greenberg	Approved - 1/13/2025
Cathreen Richards	Final Approval - 1/13/2025

ATTACHMENTS:

1. Letter of Interest - Aaron Cassell

From: Aaron Cassell <aaron@deathvalley.com>
Sent: Sunday, January 5, 2025 8:58 AM
To: Cathreen Richards
Cc: Will Wad
Subject: letter of interest for the planning committee

[You don't often get email from aaron@deathvalley.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Hello Cathreen Richards

My name is Aaron Cassell and i am writing this letter of interest today so that i can be considered for a seat on the planning committee. i am very interested in being an integral part of the planning committee and will bring all my experience and knowledge to assist the committee. I have over 20 years of management experience and currently run my own business. i have great PR skills and work well with people. I take time to research and make informed decisions. i believe that i would be an asset to the committee and would be grateful if i could be considered for this roll. thank you

Aaron Cassell
1(760)614-0589
aaron@deathvalley.com



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 21, 2025

Reference ID:
2024-989

Resolution Delegating Investment Authority to the Inyo County Treasurer

Treasurer-Tax Collector

ACTION REQUIRED

ITEM SUBMITTED BY

Treasurer-Tax Collector

ITEM PRESENTED BY

Christie Martindale, Treasurer-Tax Collector

RECOMMENDED ACTION:

Approve Resolution No. 2025-04, 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.

BACKGROUND / SUMMARY / JUSTIFICATION:

Section 53607 of the Government Code authorizes your Board to annually delegate its authority to invest or reinvest money in the county treasury, or to sell or exchange securities so purchased, to the County Treasurer, who shall thereafter assume full responsibility for those transactions until the delegation of said authority is revoked or expires. Since 1955, California County Boards of Supervisors, including the Inyo County Board, have exercised this authority. This action, as it relates to public funds on deposit in the county treasury, transfers fiduciary responsibility from your Board members to the County Treasurer, and provides for the efficient day-to-day operations of the county treasury.

FISCAL IMPACT:

There are no fiscal impacts associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may opt not to delegate its investment authority to the County Treasurer. In such a case, the Board's individual members would assume the fiduciary responsibility for providing day-to-day safety, liquidity and yield of the county's public funds on deposit in the County Treasury. All other agency funds on deposit in the remains under the authority of the County Treasurer.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services

APPROVALS:

Alisha McMurtrie	Created/Initiated - 12/16/2024
Darcy Ellis	Approved - 12/17/2024
John Vallejo	Approved - 12/19/2024
Nate Greenberg	Final Approval - 1/13/2025

ATTACHMENTS:

1. Resolution-Delegation of Investment Authority

RESOLUTION No. 2025-

**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**

WHEREAS, this Board has previously exercised its prerogative under Section 53607 of the Government Code and delegated to the Inyo County Treasurer its authority to make investments of certain monies in the Inyo County Treasury; and

WHEREAS, Government Code Section 53607 requires that the delegation to the County Treasurer of this Board's investment authority be made annually; and

WHEREAS, this Board finds that the Inyo County Treasurer has lawfully, prudently, and wisely invested monies of the County and that it is in the public interest that the Treasurer continue to exercise this Board's investment authority; and

WHEREAS, this Board desires to renew the delegation of its investment authority to the Inyo County Treasurer pursuant to Government Code Section 53607,

NOW, THEREFORE, BE IT RESOLVED that pursuant to Government Code Section 53607 the Inyo County Board of Supervisors hereby renews the delegation of its authority to invest monies on deposit in the Inyo County Treasury to the Inyo County Treasurer provided that all such investments are made in accordance with the provisions of Article 1 of Chapter 4 of Part 1 of Division 2 of Title 5 (commencing with Section 53600) of the Government Code and the Investment Policy of the Inyo County Treasury.

BE IT FURTHER RESOLVED that this Board reserves the right, at any time, to exercise its authority to revoke or restrict the investment authority and responsibility of the Inyo County Treasurer as delegated herein.

PASSED AND ADOPTED this 21st day of January 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairman

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 21, 2025

Reference ID:
2024-990

2025 Statement of Investment Policy Treasurer-Tax Collector ACTION REQUIRED

ITEM SUBMITTED BY

Treasurer-Tax Collector

ITEM PRESENTED BY

Christie Martindale, Treasurer-Tax Collector

RECOMMENDED ACTION:

Review and approve the 2025 Statement of Investment Policy and direct any questions to the County Treasurer.

BACKGROUND / SUMMARY / JUSTIFICATION:

Section 53646(a)(1) of the Government Code requires your Board to annually approve any change to the Policy at a public meeting. The Policy, as written by the County Treasurer, remains in compliance with the legal parameters for the deposit and investment of public funds, as those parameters are set forth in the California Government Code. This Policy has been presented for review to the Inyo County Treasury Oversight Committee and has received its recommendation for approval.

FISCAL IMPACT:

There are no fiscal impacts associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose not to approve the Policy, or to amend the Policy as presented. In any event, the law requires your Board to approve a Policy. Therefore, an action to disapprove or amend the Policy as presented must be accompanied by a substitute Policy or amended language.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services

APPROVALS:

Alisha McMurtrie
Darcy Ellis
John Vallejo
Nate Greenberg

Created/Initiated - 12/16/2024
Approved - 12/17/2024
Approved - 12/19/2024
Final Approval - 1/13/2025

ATTACHMENTS:

1. 2025 DRAFT- Inyo County Statement of Investment Policy

COUNTY OF INYO



STATEMENT OF INVESTMENT POLICY

January 2025

INVESTMENT POLICY of the INYO COUNTY TREASURY

(Note: All legal references to “Sections” made herein are in reference to the California Government Code or Health and Safety Code.)

Scope:

This Investment Policy (Policy) applies to all public funds held for safekeeping in the Inyo County Treasury. This Policy has been reviewed and approved by the Board of Supervisors pursuant to Government Code Section 53646. The Board of Supervisors will review and approve a new Policy, or amendments to the Policy, or affirm the current Policy, at least annually. This Policy is effective as of the date of adoption by the Board of Supervisors.

Policy Statement:

The purpose of this Policy is to establish cash management and investment guidelines for the County Treasurer, who is responsible for the stewardship of the Inyo County Pooled Investment Fund. Each transaction and the entire portfolio must comply with California Government Code Section 53601 et seq., and this Policy.

Prudent Investor Rule:

The standard of prudence to be applied by the investment office shall be the “**Prudent Investor Rule**”, which states, “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” The **Prudent Investor Rule** shall be applied in the context of managing the investment portfolio.

Investment Objectives:

Safety, Liquidity and Rate of Return:

- **Safety of Principal:** The primary objective of the County Treasurer is to safeguard, preserve and protect capital/principal in the portfolio.
- **Liquidity:** As a second objective, investments shall be made in a manner that will provide for the daily cash flow demands of the Treasury and its participants.
- **Yield:** As the third objective, investments shall be made in a manner so as to attain a market rate of return throughout budgetary and economic cycles while providing

for the first two objectives, as stated above, consistent with the risk limitations, prudent investment principals and cash flow characteristics identified herein.

Legal and Regulatory Compliance:

All investing and investment decisions shall be made with full compliance with California State and Federal Laws and Regulations, and any forthcoming amendments or additions to the California State Statutes or Federal Regulations in relation to the investment and administration of local agency money on deposit in the Treasury. The Treasurer or the Board of Supervisors may provide further restrictions and guidelines for the investment of money on deposit in the Treasury through this Statement of Investment Policy.

Participants:

- **STATUTORY PARTICIPANTS:** General Participants are those government agencies within the County of Inyo for which the County Treasurer is statutorily designated as the Custodian of funds.
- **VOLUNTARY PARTICIPANTS:** Other local agencies, such as Special Districts, for which the Treasurer is not the statutory designated Custodian of Funds, may participate in the Pooled Investment Fund. Such participation is subject to the consent of the County Treasurer and must be in accordance with the California Government Code Section 53684 et seq. The agency must provide the County treasurer with a resolution adopted by the agency's governing board approving the Inyo County Pooled Investment Fund as an authorized investment and accept the Inyo County Investment Policy.
- The County Treasurer does not solicit any agency's voluntary entry to the Treasury Pool.

Delegation of Authority:

Pursuant to Section 53607, the Inyo County Board of Supervisors may delegate the authority to invest or re-invest public funds in the Inyo County Treasury to the County Treasurer for a one-year period. Thereafter, the County Treasurer shall assume full responsibility for those transactions until the delegation of authority is revoked or expires. Subject to review, the County Board of Supervisors may renew the delegation authority each year.

If the Board of Supervisors delegates the investment authority to the County Treasurer as referenced above, the County Treasurer may authorize the Assistant County Treasurer or a duly designated and legally eligible employee of the Treasurer's office to purchase

investments in the absence of the County Treasurer pursuant to the Law and to the restrictions as herein stated.

Authorized Investments:

Authorized investments shall match the general categories established by the California Government Code Sections 53601, et seq. and 53635, et seq., and shall be listed herein. Authorized investments shall also include, in accordance with California Government Code Section 16429.1, investments into the State Local Agency Investment Fund (LAIF).

- Maturity Restrictions: To provide sufficient liquidity to meet the daily expenditure requirements of not only the County, but the School Districts and other Treasury Pool Participants, the portfolio will maintain at least 40% of its total book value in securities having a maturity of one (1) year or less.
- Operating funds shall be invested so as to ensure that maturity dates will coincide with projected cash flow needs, taking into account anticipated revenues and expenditures of significant dollar size.

Prohibited Investments:

All investments not specifically listed within are hereby prohibited.

Investment Criteria:

Figure 1. (See Table of Notes for Figure 1 on following page)

	Maximum Maturity	Maximum % of Pool	Rating
U.S. Treasury and Agency Securities (§53601 (b&f))	5 years	100	N/A
Bonds and Notes issued by local agencies (see section 1) (§53601 (e))	5 years	100	N/A
Registered State Warrants (see section 2) (§53601 (c))	5 years	5 % of agency/district deposits	N/A
Bankers' Acceptances (see section 3) (§53601 (g))	180 days	40	N/A
Commercial Paper (see section 4) (§53601 (h) and §53635 (a))	270 days	15	A-1/P-1
Negotiable Certificates of Deposit (§53601 (i))	5 years	30	N/A
Repurchase Agreements (see section 5) (§53601 (j))	1 year	25	N/A
Reverse Repurchase Agreements (see section 5) (§53601 (j))	92 days	25	N/A
Medium-Term Corporate Notes (§53601 (k))	5 years	30	A
Mutual Funds & Money Market Mutual Funds (§53601 (l)) & (6509.7 & 53601 (p))	N/A	20	AAA
Local Agency Investment Fund (LAIF) (§16429.1)	N/A	As limited by LAIF	N/A

(Figure 1 footnotes)

Section	Information
1	The County Treasury may purchase the bonds, notes, warrants or other evidences of indebtedness of any local agency formed within the County of Inyo. Such investments may not exceed five (5) years. No more than 10% of the assets may be invested.
2	Registered Warrants are restricted only to cash substitutes issued by the State during periods of declared fiscal emergency.
3	No more than 30 percent of the agency's surplus funds may be invested in the Bankers' Acceptances of any one commercial bank pursuant to this section.
4	All commercial paper issuers must maintain an "A-1" rating by Standard & Poor's Corporation or a "P-1" rating by Moody's Investor Service. No more than 15% of the agency's funds may be invested in commercial paper with no more than 10% of the assets be invested in any one issuer's commercial paper.
5	Reverse Repurchase Agreements may be utilized pursuant to the provisions of Section 53601(j) only for the purposes of supplementing the yield on previously purchased securities or to provide funds for the immediate payment of local agency obligations. The maximum maturity of repurchase agreements shall be one year. The maximum maturity of a reverse repurchase agreement shall be 92 days.

Criteria for the Selection of Broker/Dealers and Financial Institutions:

The County Treasurer shall select only primary government securities dealers that report daily to the New York Federal Reserve Bank, unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. All broker/dealers and financial institutions must have a strong industry reputation and open lines of credit with other dealers. Further, these firms must have an investment grade rating from at least one of the national rating services, if applicable.

Any broker, brokerage, dealer or securities firm shall be prohibited from conducting business with the County Treasurer if the individual or firm has, within any consecutive 48-month period following January 1, 1996, made a political contribution exceeding the limitation contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the Inyo County Treasurer, any member of the Inyo County Board of Supervisors, or any candidate for these offices.

Each broker/dealer or financial institution will be sent a copy of this Policy and a list of those persons authorized to execute investment transactions.

Each broker/dealer and financial institution authorized to conduct business with Inyo County shall, at least annually, supply the County Treasurer with financial statements.

County Treasurer's Authority to enter into depository accounts:

In accordance with California Government Code §53682, the treasurer may enter into contracts for services rendered by that depository. All contracts shall include the information further defined by CGC §53682 (a)-(f).

Criteria for the Management of Extraordinary Withdrawals:

Extraordinary Withdrawals are those withdrawals from the County Treasury that:

- Are not predictable by the County Treasurer from an analysis of historic and current Treasury cash flow records, and
- As a result of the dollar amount of such withdrawals, have a significant impact on the ability of the County Treasurer to satisfy the cash flow requirements of the Participants in the County Treasury Pool.

Such Extraordinary Withdrawals from the County Treasury can create liquidity problems and negatively impact the earnings of the remaining County Treasury Pool Participants in the event that the County Treasurer is forced to liquidate securities prior to their scheduled maturity dates in order to cover such withdrawals. A Pool Participant, who wishes to withdraw from the pool or make an Extraordinary Withdrawal, will be encouraged to work with the County Treasurer to arrange a withdrawal schedule that would prevent losses to the withdrawing agency or the remaining Pool Participants.

The criteria for such requests to be categorized as an Extraordinary Withdrawal are defined as:

- Minimum dollar amount of \$1,000,000.00 (one million) dollars, with the exception of all payroll and payroll related expenses; or
- 10% of an Agency's deposits on hand in the treasury.

All Extraordinary Withdrawal requests must be submitted in writing to the treasury by an authorized approver from the department/Agency. The request must be submitted a minimum of ten (10) business days prior to the requested settlement (transfer) date of the funds.

Pursuant to Government Code Section 27133(h), upon receipt of any request to withdraw funds from the County Treasury, the County Treasurer shall assess the effect of the proposed withdrawal on the stability and predictability of all the investments of the County Treasury. The County Treasurer will approve a withdrawal only if he/she determines that said withdrawal would not adversely affect the interests of the other participants in the County Treasury Pool. If the County Treasurer determines that an Extraordinary Withdrawal will cause the County Treasury Pool to realize a loss, the County Treasurer in his/her discretion may disapprove the withdrawal, or delay the withdrawal, or approve the withdrawal on the condition that any such loss be borne by the agency requesting the withdrawal, and on any other condition necessary to prevent an adverse effect on the interests of the other Pool Participants. The County Treasurer reserves the right to choose which securities to liquidate to provide for the Extraordinary Withdrawal and could choose to sell the securities that have the lowest earnings.

Safekeeping:

Pursuant to Section 53608 the Inyo County Board of Supervisors has, by its Resolution No. 95-97 dated September 26, 1995, delegated to the County Treasurer the authority to enter into safekeeping agreements with specified institutions. Investment securities purchased by the County Treasury shall be held in customer-segregated safekeeping accounts that qualify as "Category 1 Custody" as defined by the Governmental Accounting Standards Board. Each institution where securities are held shall be required to provide a monthly safekeeping statement to the County Treasurer.

Apportionment of Interest, Costs and the Calculation of the Treasurer's Administrative Fee:

The relationship of a participant's daily fund balance to the total average daily balance of the entire Treasury Pool determines the percentage of interest paid to the Participant from a single apportionment. The proportionate amount of the Treasurer's Administrative Fee paid by any Participant in any quarter may be calculated in the same manner.

The County Treasurer's Administrative Fee, as authorized by Section 27013 and as calculated by the County Treasurer, shall not exceed the actual administrative costs incurred by the County for the operation of the County Treasury. In addition, pursuant to Section 27135, the cost of the County Treasury Oversight Committee's annual compliance audit shall be deemed as an administrative cost pursuant to Section 27013.

The Treasurer's Administrative Fee shall be imposed quarterly and deducted from interest earnings prior to the apportionment of those earnings to the participants in the County Treasury Pool.

Audit, Supervision, Approval and Monitoring of the Investment Policy and Portfolio, including Reporting Requirements:

- Pursuant to Section 25250, the County Board of Supervisors (Board) shall, at least biennially, cause to be audited in accordance with generally accepted auditing standards, the financial accounts, and records of all officers, including the County Treasurer, having responsibility for the care, management, collections, or disbursement of public funds.
- Pursuant to Section 25303, the Board will supervise the official conduct of the Inyo County Treasurer.
- Pursuant to Section 26920 et seq., the County auditor shall, at least once a quarter, perform a review of the Treasurer's statement of assets.
- Pursuant to Section 27100, the books, accounts, and vouchers of the County Treasury are at all times subject to the inspection and examination by the Board and the County Grand Jury, or by any officers or agents designated by the Board or Grand Jury to make the inspection or examination. The County Treasurer shall permit the examination of the books and assets of the County Treasury.
- The County Treasurer shall annually render to the Board at a public meeting the Treasury Investment Policy for the Board's review and approval. Any changes to the Policy shall also be reviewed and approved by the Board at a public meeting. In addition, the Treasurer shall annually provide copies of the Policy to the County Treasury Oversight Committee.
- The County Treasurer shall render a quarterly report to the Board, County Auditor-Controller and Treasury Oversight Committee. The report shall reflect, pursuant to the Law, the detailed status of investments held by the County Treasury including the following information: (Refer to Section 53646)
 - The type of investment, name of the issuer, date of maturity, par and dollar amount invested on all securities, investments and monies held.
 - A description of the funds, investments or programs that are under the management of contracted parties, including lending programs.
 - The market values of all funds, investments, or programs under the management of contracted parties, and the source valuation for any security within the treasury.
 - A description of the compliance or the manner in which the portfolio is not in compliance with the County Treasury Investment Policy.

- A statement of the County Treasury's ability to meet the projected liquidity requirements of participants in the treasury pool for the next six (6) months, or an explanation as to why sufficient money may not be available.

Upon request, the County Treasurer shall deliver to the County Auditor-Controller a detailed record of investment activity for the current or preceding fiscal year.

The County Treasurer shall routinely monitor the investment portfolio in relationship to limitations and restrictions imposed by the California statutes and as herein stated and will adjust the portfolio accordingly

Internal Controls:

The County Treasurer shall establish a system of written internal controls, which shall be reviewed annually by all authorized persons. The internal controls shall be designed to prevent, or at least minimize, the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions. Where possible, investments shall be placed, confirmed, held, accounted for, and audited by different persons.

Prohibitions on the Acceptance of Gifts and Honoraria:

The County Treasurer, Assistant County Treasurer and the members of the Treasury Oversight Committee shall comply with the provisions of the Political Reform Act (Section 87200 et seq.) as those rules may be amended from time to time by the Fair Political Practices Commission.

The provisions of the Political Reform Act shall also govern the conduct of the above referenced individuals, particularly with regard to restriction placed on the acceptance by members of honoraria, gifts and gratuities from financial and security advisors, brokers, dealers, bankers, or other persons with whom the County Treasury conducts business.

Provisions for the Separate Investment Management of the General Obligation Bond Proceeds of Local Governmental Agencies that are Treasury Pool Participants:

This section sets forth an alternative investment procedure for the separate investment management of certain general obligation bond proceeds belonging to local governmental agencies that are participants in the Treasury Pool. The goal of this procedure is to maximize interest earnings on general obligation bond proceeds that are not immediately required by the issuing agency, thereby reducing the agency's bond interest costs.

Prior to the separate investment of general obligation bond proceeds as outlined below, the governing board of the local agency that issued the bonds shall adopt a resolution authorizing the County Treasurer to make such investments on behalf of the agency. The agency whose

bond proceeds will be invested as herein stated will have the option to restrict the type of such investment instruments purchased by the County Treasurer, provided such restrictions fall within the parameters of this Investment Policy, and are reflected in the agency's authorizing resolution.

General obligation bond proceeds of \$100,000.00 or more belonging to a local governmental agency that is a Treasury Pool Participant and that are not immediately required by the agency, may, at the sole discretion of the County Treasurer, be separately invested for the financial benefit of said agency. The bond proceeds shall at all times remain in, and be considered part of, the County Treasury. The bond proceeds that have been separately invested may not be withdrawn from the Treasury. Once authorized by a resolution of the agency issuing the bonds as stated above, the County Treasurer may use the bond proceeds to purchase specific investments that will thereafter be considered investments of said agency.

The agency that issued the bonds will deliver to the County Treasurer its most current schedule of calendar dates on which the agency anticipates withdrawing the bond proceeds from the Treasury. The Treasurer will utilize the agency's most current withdrawal schedule to provide the necessary liquidity, while at the same time endeavoring to maximize interest earnings on the said proceeds. In the event the agency requires its bond proceeds prior to the maturity dates of the separate investments, and has no other source of funds to pay the financial obligation that should have been paid from those bond proceeds, the County Treasurer may purchase one or more of the agency's separate bond investments for the Treasury investment portfolio that is shared by the other Pool Participants with assets of the Treasury, thereby making the necessary amount of the agency's bond proceeds available to the agency for withdrawal, provided, however, that no purchase may be made by the Treasurer of the separate bond investments of the agency if that purchase will result in a financial loss the County Treasury or otherwise injure the Treasury Pool Participants.

For accounting purposes, such separate investments shall be segregated from those investments of the Treasury Pool that are owned proportionately by all Treasury Pool Participants. The interest earned on the investments purchased with the agency's bond proceeds will be deposited, net of any Treasurer's Administrative Fees, in the issuing agency's bond proceeds fund within the Treasury and will not be distributed to any other Pool Participant or Treasury fund. Said bond proceeds, when separately invested as herein stated, will not earn any interest on those Treasury investments that are owned proportionately by the Treasury Pool Participants and not separately invested.

Disclosure of Significant Activity:

The Treasurer's office will inform the Office of the County Administrator by means of a written memorandum or email, prior to the close of business on the next business day, whenever the daily activity of the County Treasury includes one or more of the following transactions:

- Transaction(s) in an aggregate amount of \$5,000,000.00 or more including:
 - Sale of a security prior to the stated maturity or call date of said security.
 - Withdrawal or transfer of cash assets from a depository, including but not limited to a bank, investment pool or money market fund.
 - Payment of an Extraordinary Withdrawal, as such Withdrawal is herein defined.
- Activity resulting in a negative balance to a treasury account.

Duties of the Treasury Oversight Committee:

The Treasury Oversight Committee (TOC) is required to annually review and monitor the Investment Policy prepared by the County Treasurer, pursuant to Government Code Section 27133, and cause an annual compliance audit, pursuant to Government Code Section 27134.

Established here as policy, the TOC will review and accept the Statement of Investment Policy prepared by the Treasurer in December of each year. Any revisions to the Statement of Investment Policy will also be reviewed and accepted by the TOC prior to submitting any such revisions to the Board of Supervisors to review and approve.

The Treasurer shall annually submit the Statement of Investment Policy to be reviewed and approved at a public meeting as required by Government Code Section 53646. This Section also requires that any change in the Policy be reviewed and approved by the Board of Supervisors at a public meeting.

Annual Compliance Audit:

After the end of each fiscal year, the TOC shall cause to happen, an annual audit to determine compliance with the Statement of Investment Policy. Additionally, the audit may address questions of portfolio structure and risk. The audit findings will be an agenda item at the annual TOC meeting. The cost of the audit will be charged against the Treasurer's budget and will be included in the investment expenses as part of the Treasurer's Administrative Fee.

GLOSSARY OF TERMS

ACCRUED INTEREST

Interest that has accumulated but has not yet been paid from the most recent interest payment date or issue date to a certain date.

BANKERS' ACCEPTANCE

A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank "accepts" such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. Little risk is involved for the investor because the commercial bank assumes primary liability once the draft is accepted.

BASIS POINT

One basis point is equal to 1/100 of one percent. For example, if interest rates increase from 4.25% to 4.50%, the difference is referred to as a 25-basis-point increase.

BOOK VALUE

The value of a security as carried in the records of an investor. May differ from current market value of the security.

BROKER/DEALER

Any person engaged in the business of effecting transactions in securities in this state for the account of others or for his/her own account. Broker/dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of his/her own issue.

COMMERCIAL PAPER

Short-term, unsecured promissory note issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30-45 days.

COUPON RATE

The annual rate of interest payable on a security expressed as a percentage of the principal amount.

CREDIT RISK

The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CURRENT YIELD

The annual income from an investment divided by the current market yield. Since the

mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

CUSIP NUMBERS

CUSIP is an acronym for Committee on Uniform Security Identification Procedures. CUSIP numbers are identification numbers assigned to each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

DISCOUNT

The amount by which the par value of a security exceeds the price paid for a security.

EARNINGS APPORTIONMENT

The quarterly interest distribution to the Pool Participants where the actual investment costs incurred by the Treasurer are deducted from the interest earnings of the Pool.

FAIR VALUE

The amount at which an investment could be exchanged in a current transaction between willing parties, other than a forced or liquidation sale.

FLOATING RATE NOTE

A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is based on a market index (e.g. Treasury bills, LIBOR etc.).

INTEREST

The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

LOCAL AGENCY INVESTMENT FUND (LAIF)

The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

MARKET VALUE

The price at which a security is trading and could presumably be purchased or sold.

MATURITY

The date upon which the principal of a security becomes due and payable to the holder.

MONEY MARKET MUTUAL FUND

A mutual fund with investments directed in short-term money market instruments only, which can be withdrawn daily without penalty.

PAR

The stated maturity value, or face value, of a security.

PAR VALUE

The stated or face value of a security expressed as a specific dollar amount.

PREMIUM

The amount by which the price paid for a security exceeds the security's par value.

REPURCHASE AGREEMENT OR RP OR REPO

An agreement consisting of two simultaneous transactions whereby the investor purchases securities from a bank or dealer and the bank or dealer agrees to repurchase the securities at the same price on a certain future date. The interest rate on an RP is that which the dealer pays the investor for the use of his/her funds. Reverse repurchase agreements are the mirror image of the RPs when the bank or dealer purchases securities from the investor under an agreement to sell them back to the investor.

REGISTERED WARRANTS

A registered warrant is a "promise to pay," with interest, that is issued by the State when there is not enough cash to meet all of the State's payment obligations.

SETTLEMENT DATE

The date on which the purchase or sale of securities is executed. For example, in a purchase transaction, the day the securities are physically delivered or wired to the buyer in exchange for cash is the settlement date.

TRADE DATE

The date and time corresponding to an investor's commitment to buy or sell a security.

WEIGHTED AVERAGE MATURITY

The remaining average maturity of all securities held in a portfolio.

Banking and Investment Functions

Scope:

The Inyo County Treasurer's banking and investment functions are mission critical and as such, the office must have a Disaster/Business Continuity Plan in place. In the event we are unable to operate from our office, the plan shall be activated. Periodically, the plan shall be tested.

Continuity Procedure:

In the event that we are unable to conduct normal business operations, the authorized persons shall interact with one another by home phone, email, or cell to decide on the alternate location. If unable to contact one another, the authorized persons shall, through the County's office of emergency services, establish contact with one another.

Functions and Tasks to be Performed:

Recognizing that we may be operating in less than optimal conditions, the primary functions are to protect and continue to account for all funds on deposit with the County Treasurer. While normal processes may be modified, the Investment Policy shall be strictly followed.

Tasks to be performed include:

- Daily cash position workup.
- Investment of maturing securities and any daily deposits.
- Daily cash and bank reconciliation.
- For deposits, the Treasurer's office will notify county departments, special districts, and schools of any change to their deposit location. Deposits to any account other than those established by the County Treasurer is strictly prohibited.
- Disbursement activity will be coordinated with the County Auditor-Controller.

Equipment and Emergency Packets:

The Treasurer, Assistant Treasurer, and Treasury Operations Manager shall have in their possession at all times, their county issued laptop.

The following items that must be available on the issued laptops are:

- Copy of the Investment Policy, which includes the Disaster/Continuity Plan
- Updated report of investments
- Sign on instructions to access all online bank accounts and securities safekeeping accounts
- Listing of all home phone, home addresses, cell phone, email addresses of the authorized persons and treasury staff. Listings shall also include the County Administrator, County Auditor-Controller, and the Office of Emergency Services.

- Banks, Authorized Broker/Dealers, names, and contact information.
- Copies of all districts, county and school bank signature cards.
- Contact list for all agencies whose funds are on deposit with the treasury.

Offsite Locations:

- Failing the ability to operate from our office, our operations will move in this order of priority Treasury office located at 1360 N Main St., STE 219, Bishop CA 93514
- Location determined by the Office of Emergency Services or County Administrator



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 21, 2025

Reference ID:
2025-26

California State Association of Counties (CSAC) Update County Administrator NO ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Graham Knaus - California State Association of Counties

RECOMMENDED ACTION:

Receive an update from California State Association of Counties (CSAC) Chief Executive Officer Graham Knaus.

BACKGROUND / SUMMARY / JUSTIFICATION:

California State Association of Counties (CSAC) Chief Executive Officer Graham Knaus has requested time to provide an update to the Board.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Not Applicable.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable.

APPROVALS:

Nate Greenberg
Darcy Ellis
John Vallejo

Created/Initiated - 1/14/2025
Approved - 1/14/2025
Final Approval - 1/14/2025

ATTACHMENTS:



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 21, 2025

Reference ID:
2025-25

Update on California Governor's Office of Emergency Service (CalOES) Region VI Operational Area Coordination

County Administrator - Emergency Services

NO ACTION REQUIRED

ITEM SUBMITTED BY

Damon Carrington

ITEM PRESENTED BY

Damon Carrington

RECOMMENDED ACTION:

Receive presentation from Chief Damon Carrington on Region VI Coordination with CalOES, specifically the responsibilities of this role and information on in-County and out-of-County assignments.

BACKGROUND / SUMMARY / JUSTIFICATION:

Chief Damon Carrington will give a presentation on Region VI Coordination with CalOES, specifically the responsibilities of this role and information on in-County and out-of-County assignments.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Not applicable.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Nate Greenberg

Darcy Ellis

John Vallejo

Amy Shepherd

Nate Greenberg

Created/Initiated - 1/14/2025

Approved - 1/14/2025

Approved - 1/14/2025

Approved - 1/14/2025

Final Approval - 1/15/2025

ATTACHMENTS:

1. Board Presentation

CAL-OES Fires

- Jan 2025:
- 2042 Year in Review
 - Wildland Fires
 - Cal-OES Roles



Operations:

- Local Fire Departments ran 14 significant fire related calls in 2024.
- 9 Fire related calls for service for Mutual Aid request for out of the Area
- Significant incidents this year includes 2 brush fires in the Lone Pine Area
- 5 out of County Strike team deployment
- 1 Cal-Fire Fire Incident (Quality Fire)
- 2 Cal-OES Preposition
- 1 Forest Service Incident (Horseshoe)



Local Fires

- Quality 07/13 51
- Horseshoe 10/30 4,537
 11/22 blew up



Wildland Fires: Mutual Aid

• BASIN	06/26	14,023
• THOMPSON	07/02	3,789
• LAKE	07/05	38,664
• VISTA	07/07	2,936
• HILL	07/16	7,224
• PARK	07/24	429,603
• BOONE	09/03	17,000
• LINE	09/05	43,978
• MOUNTAIN	11/06	19,904



INYO COUNTY OPERATIONAL AREA AVAILABLE EQUIPMENT OVERHEAD													
Resource ID	Agency ID	Status	Assigned / Notes		Resource ID	Agency ID	Status	Assigned / Notes		REGION VI - CAL OES AND LG MACS 405 AVAILABLE RESOURCE STATUS		Overhead	
INYO COUNTY TYPE 1 ENGINE				INYO COUNTY TYPE 3 ENGINE				1/4/2025 6:57		Name	Agency ID	Contact Number	
					2317	BGP	Available			Local Government Resources	XIN		
					2316	BGP	Available			Available Resources	SR	ST	
										Type 1 Engines	0	0	
										Type 2 Engines	0	0	
										Type 3 Engines	2	0	
					TOTAL Available		2	Assigned	0	Type 6 Engines	1	0	
TOTAL Available		0	Assigned	0	INYO COUNTY TYPE 6 ENGINE				Type 1 Water Tenders		4		
INYO COUNTY TYPE 2 ENGINE				2315	BGP	Available			Type 2 Water Tenders		1		
									LG Available Resources ----->		8	0	
									Overhead		0		
TOTAL Available		0	Assigned	0	TOTAL Available		1	Assigned	0				
INYO COUNTY TYPE I WATER TENDER				INYO COUNTY TYPE 2 WATER TENDER									
2313	BGP	Available		2318	BGP	Available							
2485	LPN	Available											
2230	IDP	Available											
14	BSH	Available		TOTAL Available		1	Assigned	0					
TOTAL Available		4	Assigned	0	Comments:								
Inyo County Operational Area Duty Chief		Damon Carrington 760.614.0369 ALT. Carl Bursell 760.920.3494		XIN is able to provide an Engine to XMN or another Region for a Strike Team or Task Force									

Resource ID	Agency ID	Status	Assigned / Notes		Resource ID	Agency ID	Status	Assigned / Notes		REGION VI - CAL OES AND LG MACS 405 AVAILABLE RESOURCE STATUS			Overhead			
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					2316	BGP	Available			Available Resources		SR	ST			
										Type 1 Engines		0	0			
										Type 2 Engines		0	0			
										Type 3 Engines		2	0			
					TOTAL Available		2	Assigned	0	Type 6 Engines		1	0			
TOTAL Available			0	Assigned	0	INYO COUNTY TYPE 6 ENGINE					Type 1 Water Tenders		4			
INYO COUNTY TYPE 2 ENGINE					2315	BGP	Available			Type 2 Water Tenders		1				
										LG Available Resources ----->		8	0			
										Overhead		0				
TOTAL Available			0	Assigned	0											
INYO COUNTY TYPE I WATER TENDER					TOTAL Available		1	Assigned	0							
2313	BGP	Available			INYO COUNTY TYPE 2 WATER TENDER											
2485	LPN	Available			2318	BGP	Available									
2230	IDP	Available														
14	BSH	Available			TOTAL Available		1	Assigned	0							
TOTAL Available			4	Assigned	0	Comments:										
Inyo County Operational Area Duty Chief			Damon Carrington 760.614.0369 ALT. Carl Bursell 760.920.3494		XIN is able to provide an Engine to XMN or another Region for a Strike Team or Task Force											

Wildland Fires: Task Force

- THOMPSON 07/02 3,789
- PARK 07/24 429,603
- BOONE 09/03 17,000
- LINE 09/05 43,978
- MOUTAIN 11/06 19,904



Line Fire: Inyo-Mono Resources

- Lone Pine WT
- Indy WT
- Big Pine WT
- Big Pine Type III Engine
- Bishop WT
- AV WT
- AV Type III Engine
- Mammoth WT
- Mammoth Type III Engine
- Swall Meadows WT
- Paradise WT
- White MTN Type III Engine



Days out of Town:

- Basin Fire 16
- Thompson 5
- Lake 8
- Vista 7(LP)
- Hill/Park 26(BP)16(LP)
- Park #2315 9
- Park #2315 15
- Boone 15
- Line 12(BP)6(Indy)16(LP)14(BSH)
- Horseshoe 10
- 152 Days
- 10,224 Hours



Coverages

- Winter Coverage 3.5 days covered
- Fire (Quality Fire) 6 days





INCIDENT	2313	2315	2316	2317	2318	GROSS
2024						
PREPO						\$39,391.35
FISH						\$11,565.39
BASIN						\$80,204.23
THOMPSON						\$31,841.24
PRE-PO JULY						\$43,674.69
QUAILTY						\$6,698.41
LAKE						\$54,326.46
HILL						\$17,770.05
PARK						\$167,342.87
PARK						\$45,457.92
PARK#2						\$99,115.85
BOONE						\$24,269.61
LINE						\$63,021.37
LINE 2316						\$92,708.55
MOUNTAIN						\$40,650.18
HORSESHOE						\$23,667.47
SUB TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$841,705.64
TOTAL						\$841,705.64



INCIDENT	2313	2315	2316	2317	2318	2301
2024						
PRE-PO FEB				\$10,031.36		\$1,325.00
FISH FIRE	\$3,405.61			\$2,351.10		
BASIN	\$37,017.50					\$530.00
THOMPSON				\$10,815.06		
PRE-PO JULY		\$5,717.86	\$7,210.04			\$1,060.00
QUAILTY					\$3,849.82	
LAKE		\$21,517.21				
HILL/PARK				\$6,191.23		
PARK				\$53,918.56		\$530.00
PARK		\$17,830.70				
PARK#2		\$37,918.44				\$530.00
BOONE			\$8,150.48			
LINE	\$28,577.51		\$28,996.90			\$1,060.00
MOUNTAIN	\$19,101.03					
HORSESHOE	\$5,034.38		\$2,821.32		\$4,325.14	
SUB TOTAL	\$93,136.03	\$82,984.21	\$47,178.74	\$83,307.31	\$8,174.96	\$5,035.00
TOTAL						\$319,816.25

Region VI:

MONO

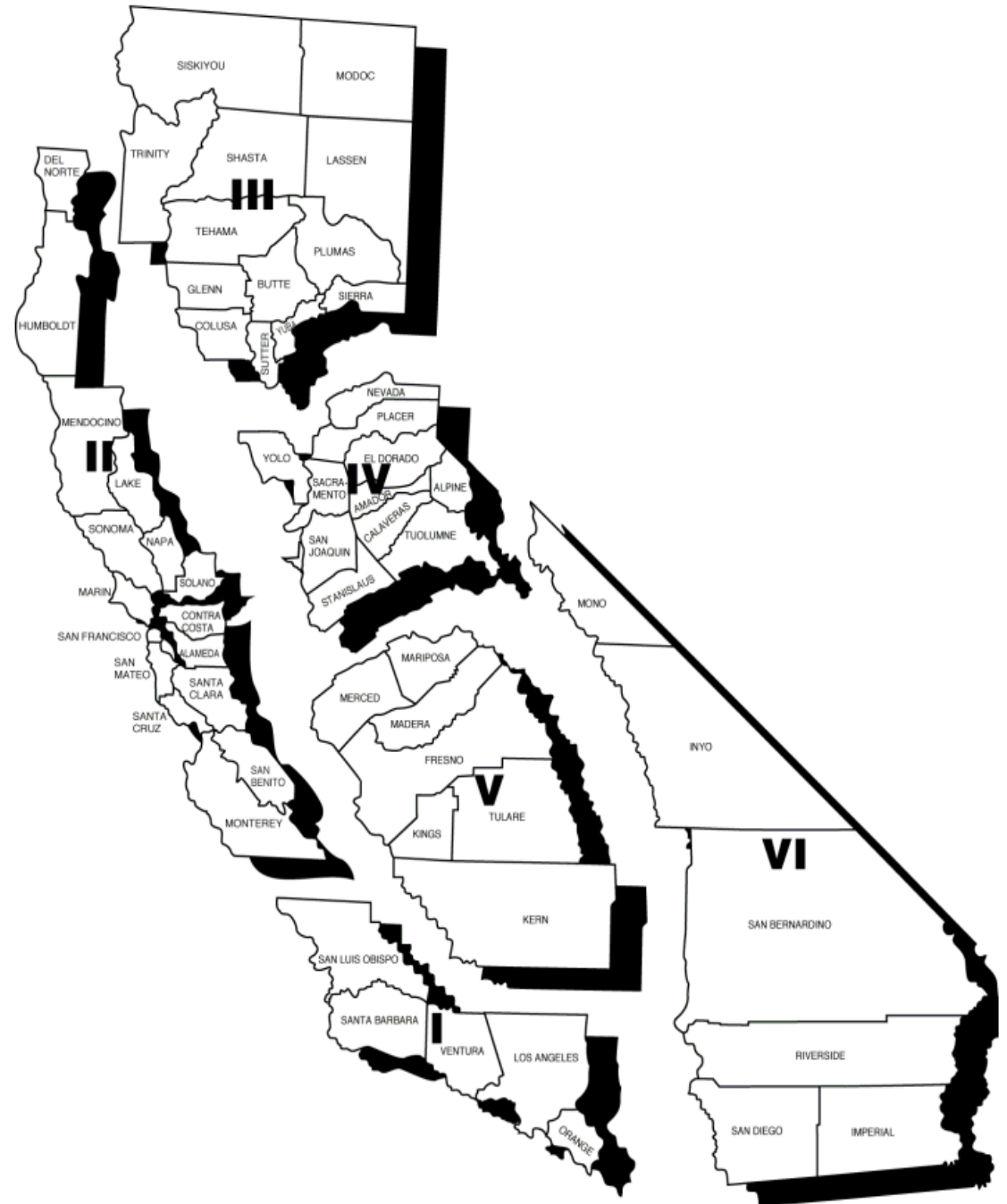
INYO

SAN BERDO

RIVERSIDE

SAN DIEGO

INPERIAL



Mutual Aid Data

Aggregate number of total mutual aid assets deployed in 2020, 2021, 2022, and 2023 during the entire wildfire season.

How many orders filled in 2020, 2021 and 2022?

2020: 12,309 Engines/Water Tenders + 6,026 Overhead = **18,355 total**

2021: 2,828 Engines/Water Tenders + 6,357 Overhead = **9,180 total**

2022: 1,373 Engines/Water Tenders + 2,316 Overhead = **3,689 total**

2023: 1,414 Engines/Water Tenders + 5,525 Overhead = **6,939 total**

How many Unable-To-Fill orders in 2020, 2021 and 2022?

2020: 3,860 Engines/Water Tenders + 15,575 Overhead = **19,435 total**

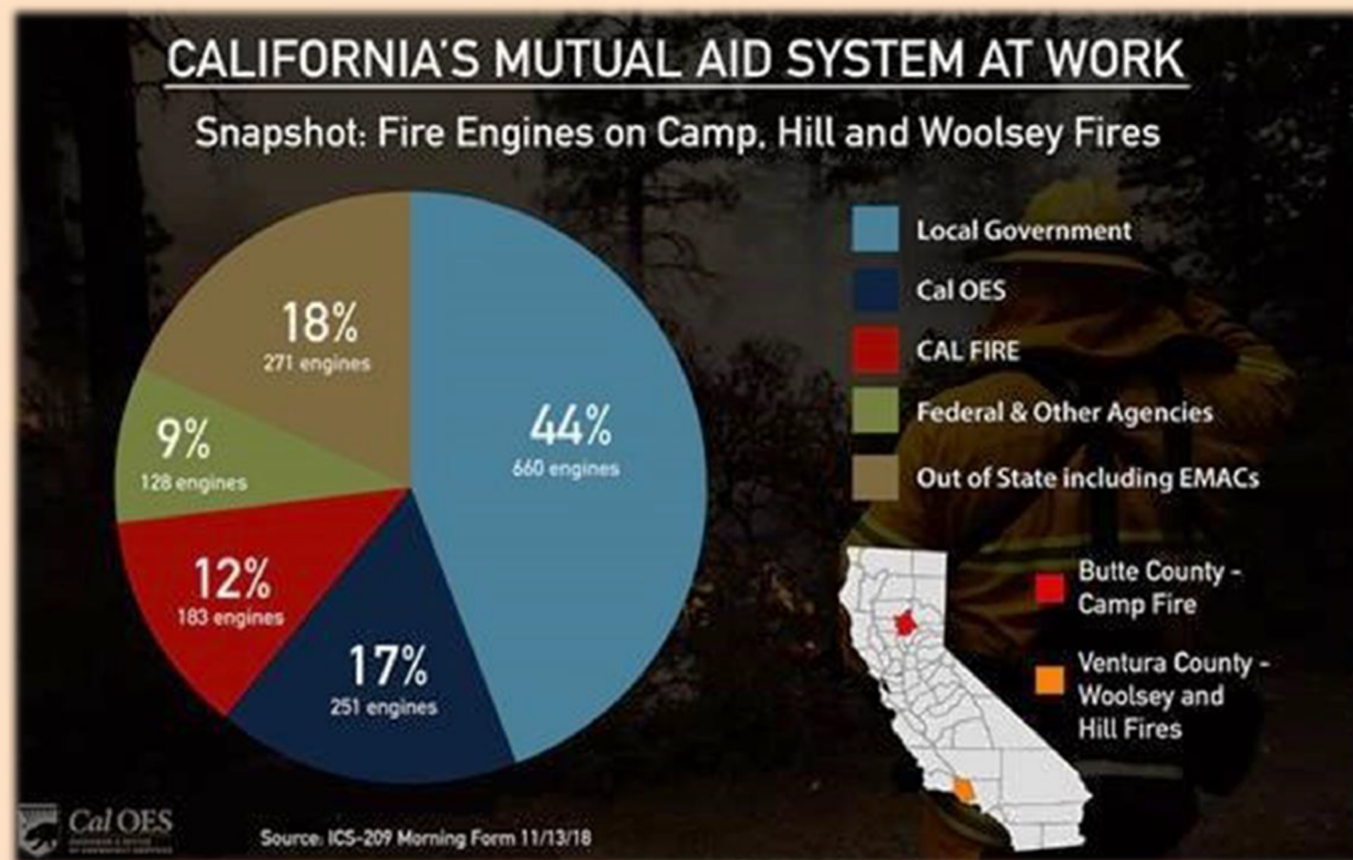
2021: 4,213 Engines/Water Tenders + 7,209 Overhead = **11,422 total**

2022: 794 Engines/Water Tenders + 613 Overhead = **1,407 total**

2023: 197 Engines/Water Tenders + 2,046 Overhead = **2,243 total**



Mutual Aid System at Work

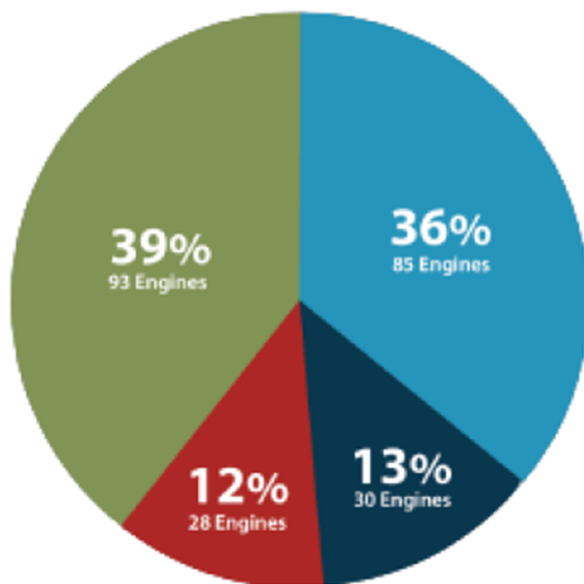




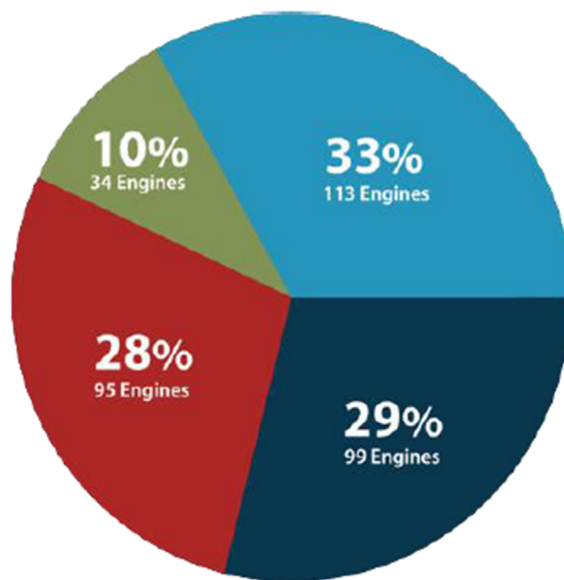
CFAA at Work



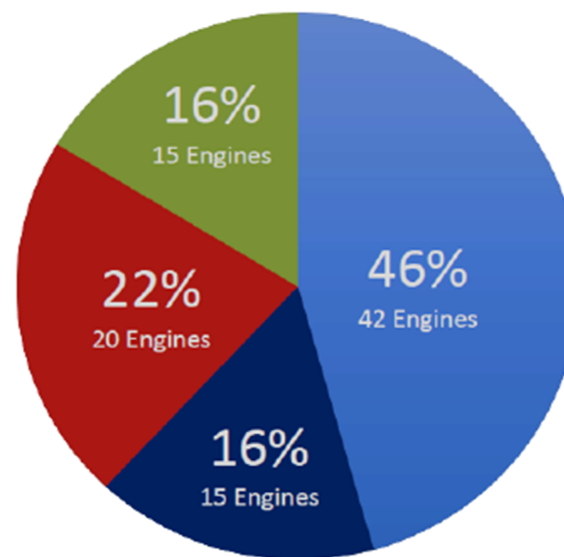
2021
Caldor (CA-ENF-024030)



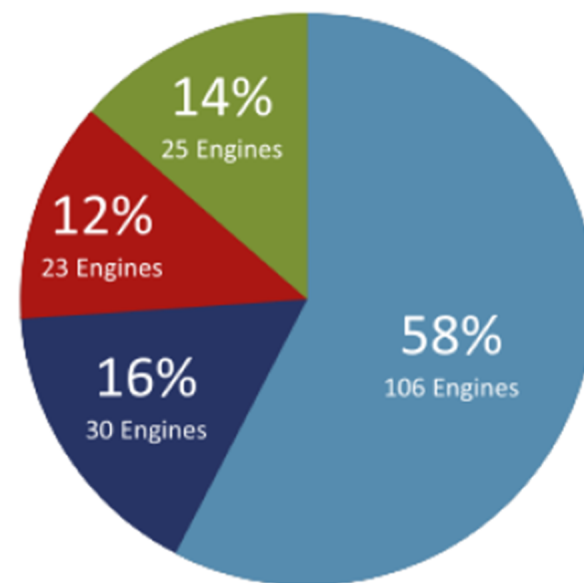
2021
Dixie (CA-BTU-009205)



2022
Mill (CA-SKU-007568)



2023
Rabbit (CA-RRU-102458)





FIRIS Mission Profiles

The FIRIS program provides multiple products based on the type of mission profile:

Broad-Area Coverage
Damage Assessment
Earthquake
Flood
Hazardous Materials Release
Hurricane
Infrastructure Inspection
Land Slide

Maritime
Mud and Debris Flow
Structure Fire
Swiftwater
Terrorist Event
Tsunami
Wilderness Search and Rescue
Wildfire



Prepositioning

“Strategically prepositioning resources and personnel in an area deemed to have a severe threat in order to reduce the likelihood of a catastrophic disaster”



Prepositioning

- In 2018, the state approved a Cal OES managed preposition program that serves as an insurance policy for the people of California. 25 million a year of state funding is available to local government fire agencies who meet the risk criteria to preposition.
- Prepositioning of fire and emergency resources help to bolster local response in areas where there are significant fire or other disaster risks primarily based on high-risk weather events such as wildfires.
- Prepositioning resources, such as fire engines and strike teams, strategically placed in close proximity to an area deemed to have a severe hazard.



Prepositioning

FY 23/24 OES Preposition Current Estimate		
Mud & Debris/Flood OES Preposition	86	\$22,211,813.10
Wildland/Wind OES Preposition	24	\$4,437,159.56
Total 2023 OES Preposition	110	\$26,648,972.66

The most requested preposition resource and most frequent user:

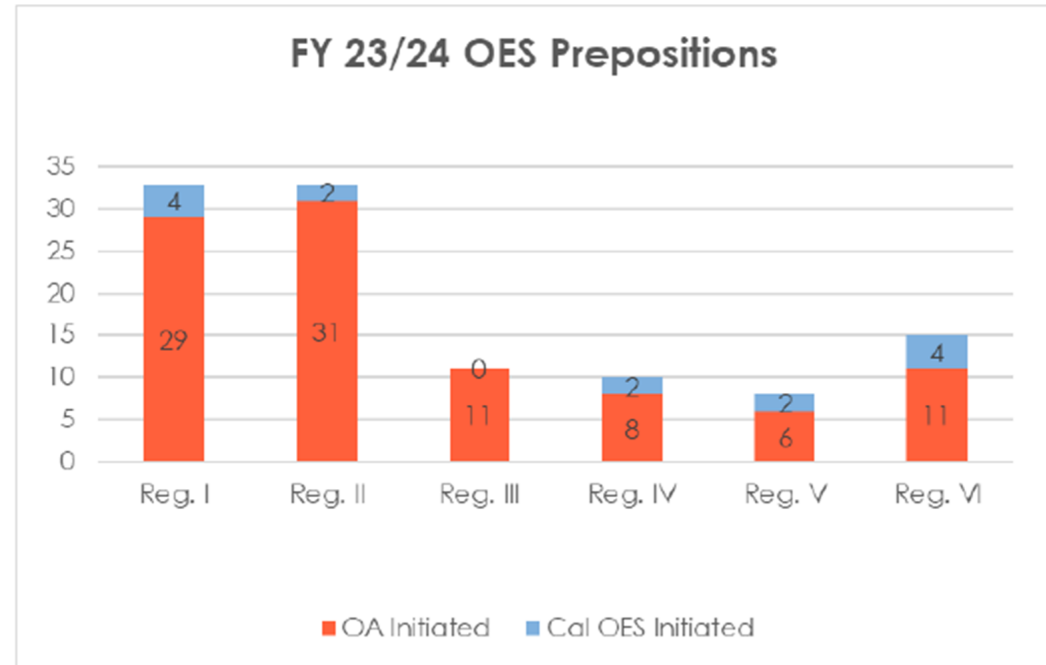
Region II has been approved for 31 prepositions.

Los Angeles County has been approved for 13 prepositions.

LG Engines have been approved 300 times.

Prepositioning

FY 23/24 OES Prepositions		
Region	OA Initiated	Cal OES Initiated
Reg. I	29	4
Reg. II	31	2
Reg. III	11	0
Reg. IV	8	2
Reg. V	6	2
Reg. VI	11	4
Grand Total	96	14





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 21, 2025

Reference ID:
2025-24

Appointment of a Quorum to the Lone Pine Fire District Board of Directors

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer,
Darcy Ellis, Assistant Clerk of the Board/Public
Relations Liaison

RECOMMENDED ACTION:

Appoint two individuals to the Lone Pine Fire Protection District Board of Directors so that it may achieve a quorum and subsequently fill the rest of its vacancies.

BACKGROUND / SUMMARY / JUSTIFICATION:

The five-member Lone Pine Fire Protection District Board of Directors has been without a quorum since December 6. Not only does this prohibit the board from holding meetings, it also means the board cannot fill the vacancies in order to re-establish a quorum. Pursuant to Government Code Section 1780(h), the district is asking the local legislative body - the Board of Supervisors - to appoint two individuals to provide the board with a quorum. The terms of the vacant positions will end December 4, 2026.

In response to the multiple vacancies on the District board, the District followed its normal recruitment process and gathered six letters of interest. However, since the Board of Supervisors will be making the appointment, staff determined that the County should publish a formal Notice of Vacancy per standard policy. During the recruitment period, the individuals who previously applied to the District reaffirmed their interest in appointment with the Clerk of the Board. Their reaffirmations and original letters of request are attached. The Board is asked to accept their original letters as part of the appointment process.

Once the Lone Pine Fire Protection District Board of Directors has a quorum, it will fill the remaining two vacancies.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may decline to make the appointments but this is not recommended as the Lone Pine Fire Protection District Board of Directors cannot conduct official business without a quorum.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Clerk-Recorder-Registrar of Voters; County Counsel; Lone Pine Fire Protection District

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Darcy Ellis	Created/Initiated - 1/10/2025
Darcy Ellis	Approved - 1/10/2025
Grace Weitz	Approved - 1/13/2025
John Vallejo	Approved - 1/13/2025
Nate Greenberg	Final Approval - 1/14/2025

ATTACHMENTS:

1. Board letter from LPFD
2. LPFD Letter of Interest - Clark Trowell
3. Reaffirmation - Clark Trowell
4. LPFD Letter of Interest - Amanda Andreas
5. Reaffirmation - Amanda Andreas
6. LPFD Letter of Interest - Krista Sullivan
7. Reaffirmation - Krista Sullivan
8. LPFD Letter of Interest - Valerie Diggs
9. Reaffirmation - Valerie Diggs
10. LPFD Letter of Interest - Chris Connolly
11. Reaffirmation - Chris Connolly
12. LPFD Letter of Interest - Marian Seiter
13. Reaffirmation - Marian Seiter

Dear County Board of Supervisors,

As of December 6th, our Lone Pine Fire Protection District no longer has a quorum to conduct the process to appoint new members to our Board. Pursuant to Government Code § 1780(h), we are requesting the Inyo County Board of Supervisors to promptly appoint persons to fill two vacancies to provide the district board with a quorum. The term of the two appointments shall end on 12/04/2026, following the next general election.

When the vacancies occurred, we followed the regular process to publicly post notice of the vacancies to recruit new members and received six applications, attached herein. I am requesting your Board to accept and include these applications into your requirement & interview process.

Please inform me when this matter can come before the Board, and if there is any additional information I may provide to you or any other action I should take at this time.

Sincerely,

Donald Gockley
Lone Pine Fire Protection District Board Member

December 23, 2024

Hello,

I would like to be on the Board of Commissioners for the Lone Pine Fire Dept.

I have been a resident of Lone Pine since the mid 1970s. Over the years, I have seen the value of the fire department in the community, on the local roads and in the off road areas. I would like to be a part of keeping that value and want to assist in running the department as efficiently as possible.

In the past, I have been on a few fires in Zion National Park, mainly on mop-up duty. I have also served as an EMT on ambulances in the National Parks, for the Forest Service and occasionally here in Lone Pine. In my younger years, I have been an active member of both the INYO County S&R team and China Lake S&R. Professionally I was a teacher for almost 50 years with a one year separation from the classroom as the education director for Wild Iris.

Even though I am still active outside, my body says I am best qualified to help keep the department running as a board member.

Please accept this letter as my request for appointment to the Lone Pine Board of Commissioners.

I look forward to hearing from you.

Thank you,

Clark Trowell

(760) 614-0099

300 Dominy Road

Lone Pine, CA 93545

easternsierra029@gmail.com



Outlook

LPFD application

From Clark Trowell <easternsierra029@gmail.com>

Date Tue 1/14/2025 1:23 PM

To Darcy Ellis <dellis@inyocounty.us>

Hi Ms. Ellis and the INYO County Supervisors,

Please accept this letter of my continued desire to be a member of the LPFD Board. My original letter of application is already on file.

Since I turned in my application letter, I and some others are in the process of starting a LonePine Fire Safe Council similar to the one in Independence.

Thank you for your consideration,

Clark Trowell

--

Amanda Andreas
PO Box 419
Lone Pine CA 93545
12/13/2024

Attn: Donald Gockley

Application for Fire Department Board Position

To Whom it May Concern,

I am writing to express my interest in serving on the Lone Pine Volunteer Fire Department Board. With my experience of four years on the Lone Pine Volunteer Fire Department, it is without a doubt that I can bring an abundance of relative experience to this position. I am very passionate and dedicated to the health and safety of our community and the department. I am confident that I will contribute positively to the board's efforts to support our department and greater community.

I have open availability to attend board meetings and will prioritize participation for all board activities. I am eager to learn more about the Fire Department's operations and to contribute to its success. I believe I can be an asset while also developing and growing both personally and professionally through this opportunity.

Thank you for your time and consideration.

Respectfully,

A handwritten signature in black ink that reads "Amanda Andreas". The signature is fluid and cursive, with the first name "Amanda" being more prominent than the last name "Andreas".

Amanda Andreas
Mccornickmandy1999@gmail.com
760-614-0146



Outlook

LPFD Commissioner - reaffirmation of interest

From Amanda L Andreas <mccormickmandy1999@gmail.com>**Date** Wed 1/8/2025 8:56 AM**To** Darcy Ellis <dellis@inyocounty.us>

You don't often get email from mccormickmandy1999@gmail.com. [Learn why this is important](#)

Good morning

I am confirming that I am still interested and would like to submit my previous application applied to this new selection process.

Thank you

Amanda Andreas

To Whom it May Concern,

I am submitting my letter of interest for the Lone Pine Fire Protection District Board of Commissioners. I have been a resident of Lone Pine for the past 35 years and served to community as a California Highway Patrol Officer for over 30 years and have over 40 years of experience as a first responder. I believe my experience in both the Emergency Medical Services field and my experience as a law enforcement officer provides a great benefit to the Lone Pine Fire Department.

Thank you for your consideration in this matter.

Krista

760-920-0744

kristasullivan@aol.com

From: Krista Sullivan <ksullivan@lpusd.k12.ca.us>

Sent: Tuesday, January 14, 2025 1:02 PM

To: Danielle Sexton <dsexton@inyocounty.us>

Subject: Fire commissioner

You don't often get email from ksullivan@lpusd.k12.ca.us. [Learn why this is important](#)

Good afternoon, I am interested in one of the open vacancies for the Lone Pine Fire Protection District and if you would please use my previous application. Thank you, Krista Sullivan.

Valerie Diggs
PO Box
Lone Pine, CA 93545
vmdiggs@gmail.com
760-614-0403
12/26/2024

Attn: Carl Bursell & Donald Gockley

To whom it may concern,

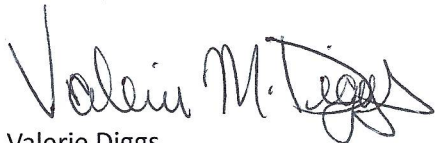
I am writing to express my interest in joining the Lone Pine Fire Protection District Board. As a long-time resident of Lone Pine, having lived here for most of my life, I am deeply invested in the safety and well-being of our community and its residents.

The fire department and emergency medical services play an essential role in maintaining the security and health of our town. My personal connection to these services runs deep—my father proudly served on the Fire Department while I was growing up. And I have seen firsthand the critical support EMS teams provided to my family, especially to my mother in times of need. These experiences have inspired me to give back to the community by supporting and sustaining these vital services.

I am passionate about ensuring the continued success and effectiveness of our fire department and EMS teams. By serving on the Lone Pine Fire District Board, I hope to contribute to upholding the high standards of service that our residents rely upon while helping to address challenges and plan for the future.

Thank you for considering my application. I would be honored to serve on the board and collaborate with its members to promote the safety and well-being of Lone Pine. Please feel free to contact me at vmdiggs@gmail.com or (760)614-0403 if you would like to discuss my interest further.

Sincerely,

A handwritten signature in black ink that reads "Valerie M. Diggs". The signature is fluid and cursive, with the first name "Valerie" being the most prominent part.

Valerie Diggs



Outlook

Lone Pine Fire Protection District Board

From Valerie Diggs <vmdiggs@gmail.com>**Date** Wed 1/8/2025 11:29 AM**To** Darcy Ellis <dellis@inyocounty.us>

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

Good morning,

I am sending this email to reaffirm my interest in joining the Lone Pine Fire Protection District Board. I previously submitted a letter of intent. If you would or need me to submit a new letter of intent please let me know and I will get that to you as soon as possible.

Thank you,

Valerie Diggs

To: Lone Pine Fire Protection District

I am writing this letter of interest to serve as a board member of the Lone Pine Fire Protection District.

My name is Chris Connolly I was born in Bishop, CA and I have been a resident of Inyo County for the past 25 years and I am currently a resident of Lone Pine, CA. I am interested in fulfilling a vacancy on the board of directors. I would like to serve on this board and assist the Lone Pine Fire Department in continuing efforts to provide our community with emergency medical services in addition to fire suppression and fire prevention efforts.

I have been employed for the last 20 years with the Inyo County Sheriff's Office as a law enforcement officer with 16 years as a supervisor. I have extensive training and experience in emergency management, budgeting and supervision of personnel. In addition, I have continuously volunteered time for community events to include serving as a coach for local area high school sports. I am asking for consideration to serve the residents of the Lone Pine Fire Protection District with an appointed position.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Chris Connolly', with a long horizontal stroke extending to the right.

Chris Connolly



Outlook

Confirmation of Letter of Interest

From CHRIS CONNOLLY <cpconnolly@yahoo.com>

Date Fri 1/10/2025 12:57 PM

To Darcy Ellis <dellis@inyocounty.us>

Cc Norma Woods <ndaughtry861@gmail.com>

[You don't often get email from cpconnolly@yahoo.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Darcy,

I am sending this email as confirmation of my letter of interest for consideration of appointment to the Lone Pine Fire Protection District Board of Commissioners.

Respectfully,
Chris Connolly

Sent from my iPhone

Marian Elton Seiter
P.O. Box 615, 155 N. Mt. Whitney Dr., Lone Pine, CA 93545
eltondesignsart@gmail.com
760-937-0932

December 11, 2024

Norma Wood, Secretary
Lone Pine Fire Protection District
130 N. Jackson Street
Lone Pine, CA 93545

Dear Ms. Wood,

I am writing this letter to express my interest in applying for the position of Board Member for the Lone Pine Fire Protection District. Currently retired as Manager of AltaOne Federal Credit Union, I believe I have the necessary leadership and financial background skills to be an asset to the district.

Supporting volunteerism in the Lone Pine community, I have participated in many local events and fundraisers. My business acumen includes creating and maintaining policy procedures for regulatory compliance, fostering positivity to enhance teamwork, promoting conflict resolution, and overseeing budget checks and balances.

I have a great deal of respect for volunteer firefighters and emergency medical technicians. They are the heart of our community's wellbeing.

I hope that you will consider my letter of intent for the position of Board Member.

Thank you for your time.

Sincerely,

Marian Elton Seiter



Outlook

Lone Pine Fire Protection District

From Marian Elton <eltondesignsart@gmail.com>**Date** Tue 1/7/2025 10:27 PM**To** Darcy Ellis <dellis@inyocounty.us> 1 attachment (19 KB)

LPFPD Letter of Intent Board Member.docx;

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

Hello

Attached please find my letter of intent to be submitted for the position of Commissioner on the Lone Pine Fire Protection District board.

Please let me know if you need anything else for me.

Thank you,
Marian Elton Seiter



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 21, 2025

Reference ID:
2024-974

Approve Contributions of District 5 Transient Occupancy Tax District Improvement Funds

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 Memorandum of Understanding between the County of Inyo and Southern Inyo Fire Protection District for the purpose of allocating the Transient Occupancy Tax District Improvement Fund; and
- B) Authorize the payment of \$100,000.00 to the Southern Inyo Fire Protection District.

BACKGROUND / SUMMARY / JUSTIFICATION:

During its December 20, 2022 meeting, the Board approved the new Transient Occupancy Tax (TOT) District Improvement Fund (TOTDIF) Budget Policy, which moved the funds that were previously retained by TOT Operators (such as hotels and motels) to instead have them remitted to the County as part of their standard TOT remittal. These funds (which are held in a separate, dedicated trust) are reserved for the purpose of investing in projects or other initiatives which improve the experience of residents and visitors throughout the County.

On December 10, 2024, the Board of Supervisors voted to support amending the Fiscal Year 2024-2025 budget to place \$167,749 into the TOT DIST 5 IMPRV FUND budget. Following that action, Supervisor Kingsley indicated that it was his desire to direct \$100,000 of these funds to support the Southern Inyo Fire Protection District (SIFPD), and the remaining \$67,749 to support the development of the Death Valley National Park Community Center.

This item effectuates one of those requests by bringing forward a Memorandum of Understanding (MOU) between Inyo County and the SIFPD which specifies the approved use for those funds.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	510407
Budgeted?	Yes	Object Code	5539
Recurrence	One-Time Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
\$100,000 for Fiscal Year 2024-2025
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve the distribution of funds as requested herein and they would remain in the District 5 Transient Occupancy Tax District Improvement Fund account for future use. This is not recommended as Supervisor Kingsley specifically requested the funds be allocated as suggested.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Auditor/Controller; Treasurer-Tax Collector

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Supporting Infrastructure Improvements
High Quality Services | Public Safety and Emergency Response

APPROVALS:

Nate Greenberg	Created/Initiated - 1/14/2025
Darcy Ellis	Approved - 1/14/2025
John Vallejo	Approved - 1/14/2025
Amy Shepherd	Approved - 1/14/2025
Keri Oney	Approved - 1/14/2025
Nate Greenberg	Final Approval - 1/15/2025

ATTACHMENTS:

1. MOU - Inyo County-SIFPD - TOT District Improvement Fund - January 2025 - signed

Memorandum of Understanding (MOU)
Between the County of Inyo and the Southern Inyo Fire Protection District
Concerning FY 2022-2023 District Improvement Fund Allocation

WHEREAS, in December 2022, the County of Inyo ("County") established a Transient Occupancy Tax (TOT) District Improvement Fund (DIF) which sets aside the 4% TOT Operator Allowance into a dedicated fund established for each district in which the revenue was earned; and

WHEREAS, on an annual basis, each Supervisor is provided with the opportunity to decide how funds from their District may be utilized to improve community service which benefit residents and visitors; and

WHEREAS, the Southern Inyo Fire Protection District (SIFPD) provides critical emergency services to the residents and visitors of southeastern Inyo County and generally lacks adequate funds to support core services and normal operations; and

WHEREAS, the County is interested in contributing one-time funds to SIFPD to support their operation in the manner they see fit.

Now, therefore, the County of Inyo and the Southern Inyo Fire Protection District agree as follows:

1. Inyo County will make a one-time contribution of funds in the amount of \$100,000 to SIFPD;
2. SIFPD may spend these funds on any project or initiative they see fit so long as it relates to their service delivery and directly benefits the residents and visitors within their Fire District;
3. SIFPD shall track these funds separately from other monies such that there can be clear understanding around their use;
4. SIFPD shall report to the Inyo County Administrative Office on any and all uses of the funds. In December of each year until all of the funding is exhausted, SIFPD shall provide a letter to Inyo County indicating whether funds were used, how funds were used, and the balance of funds remaining;
5. SIFPD will recognize Inyo County by way of logo placement or printed "Supported by Inyo County" or other statement agreed to by the Inyo County Administrative Office, on any product, material, or other physical item created using these funds.

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

COUNTY OF INYO

SOUTHERN INYO FIRE PROTECTION
DISTRICT

By: _____

By: William R. Lutze, Chief
William R. Lutze, Chief (Jan 8, 2025 10:04 PST)

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Jan 8, 2025 10:23 PST)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

County Auditor



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 21, 2025

Reference ID:
2024-918

Memorandum of Understanding between the County of Inyo and Inyo County Correctional Officer Association (ICCOA)

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Ratify and approve the November 1, 2024 through October 31, 2027 Memorandum of Understanding between the County of Inyo and Inyo County Correctional Officer Association (ICCOA).

BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board has given direction regarding negotiations on the Memorandum of Understanding (MOU) with the Inyo County Correctional Officers Association (ICCOA). At this time, negotiations have concluded successfully with all parties agreeing on the terms of the MOU.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	Various Sheriff Dept. - Jail Budgets
Budgeted?	Yes	Object Code	5001-5043
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

An additional one-time expenditure of approximately \$9,000 will be incurred through this item, covering the period between July 1, 2024 and June 30, 2025. Staff will be reviewing all budgets during the Mid-Year Financial Review and will move Personnel Contingencies as needed to cover increased salary and benefit costs.

Future Fiscal Year Impacts

All future budgeted salary and benefits will be reviewed annually.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Memorandum of Understanding and direct staff to re-negotiate the terms with Inyo County Correctional Officer Association (ICCOA). This is not recommended as it has taken months to arrive at this agreed upon set of terms and a lack of support at this time could adversely impact labor and employee relations.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Correctional Officer Association and the Inyo County Negotiation Team

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Quality County Employees

High Quality Services | High-Quality County Government Services

APPROVALS:

Denelle Carrington	Created/Initiated - 1/8/2025
Darcy Ellis	Approved - 1/8/2025
Keri Oney	Approved - 1/8/2025
John Vallejo	Approved - 1/14/2025
Amy Shepherd	Approved - 1/16/2025
Nate Greenberg	Final Approval - 1/16/2025

ATTACHMENTS:

1. ICCOA 2024 - 2027 MOU

MEMORANDUM OF UNDERSTANDING

between

**INYO COUNTY CORRECTIONAL OFFICERS
ASSOCIATION**

and

COUNTY OF INYO

November 1, 2024 through October 31, 2027

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COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF INYO
AND

INYO COUNTY CORRECTIONAL OFFICERS ASSOCIATION

2024 - 2027

SECTION 1 – INTRODUCTION

Article 1 – Recognition

The County of Inyo (hereinafter called the "County") has recognized Inyo County Correctional Officers Association (hereinafter called the "Association") as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et seq.* This Agreement applies to all employees in the Association bargaining unit.

Article 2 – Effect of Prior Memoranda of Understanding and Resolutions

This Agreement supersedes all prior Memoranda of Understanding between the County and the Association and Resolutions approving such prior Memoranda of Understanding.

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 Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. The County and the Association agree that they 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. The County and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement to be in compliance with state or federal anti-discrimination laws.

Section 3. Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

Article 4 – Personnel Rules and Regulations

The Personnel Rules are hereby incorporated by reference.

Article 5 – Membership

The County recognizes the Association represents the following classifications under this MOU:

Correctional Officers I, II, III
Corporal Correctional Officers

Article 6 – Merit System Membership

Those positions represented by the Association shall remain part of the County Merit System, with the terms and conditions of their employment covered by the Merit System rules, the County of Inyo Personnel Rules and Regulations and this Memorandum of Understanding.

SECTION 2 – SALARIES / ADDITIONAL COMPENSATION

Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

Article 1 – Salaries

The salaries of Association employees shall be as set forth in Attachment A.

Effective the first pay period in November 2024, the parties agree to implement the recommended changes to the salary structure, transitioning from "Ranges" to "Grades" and adding two new salary steps, F and G. The parties will adhere to the recommendations of Evergreen Solutions LLC in determining the appropriate salary grade for each classification. All employees will be placed into the new structure, ensuring that they are brought up to at least the minimum salary step, which may result in an up or down change to the employee's current step to ensure there shall be no reduction in an employee's current base wages as a result of this implementation.

Salaries for employees represented by ICCOA shall be paid in accordance with Attachment A. COLA's will be determined by the March to March of the Riverside-San Bernardino-Ontario CPI index. The CAP on the COLA will be no less than 0% to no more than 4% of the Urban Wage Earns and Clerical Workers.

Effective the first pay period of July of each year, members shall receive a COLA determined by the March CPI for Riverside-San Bernardino-Ontario, with a minimum of 0% and a cap of 4%.

Article 2 – Step Raises/Career Ladder

The Correctional Officers series will consist of three (3) classifications as follows:

Correctional Officer I
Correctional Officer II
Correctional Officer III

Advancement from I to II:

Employees who meet the minimum requirements for the II level, and who also receives a rating of “satisfactory” (employee must receive a rating of 3 [meets] or higher in every individual rating criteria) on the first annual evaluation report will advance to level II.

Advancement from II to III:

Employees must receive a minimum overall rating of “Meets Expectations” in all categories on their most recent annual performance evaluation report.

Should the employee meet expectation in every category in their current position, the Department shall conduct a skills assessment based on the minimum qualifications of the next position on the ladder to determine whether the employee is eligible to move to the next level. This assessment shall be shared with the employee. Should the employee not be ready, they shall be eligible for assessment again at their next evaluation.

Department Head must provide written documentation that moving the employee to the higher level will benefit the efficiency and functioning of the Department. A copy of the document must be signed by the department head and employee and transmitted to Personnel with the request for inclusion in the employee’s personnel file.

Article 3 – Overtime and Compensatory Time Full-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 (1-1/2) for all overtime hours worked. Time and one-half (1-1/2) compensation will be paid after 40 hours for those full-time non-exempt employees scheduled on a 40-hour workweek. Full-time non-exempt employees covered by this Agreement shall be compensated for authorized overtime at the rate of one and one-half (1-1/2) times their equivalent hourly rate of pay, when approved in advance by the department head.

- A. All overtime must be scheduled with the employee in advance, except in the case of an emergency or when reasonable, unforeseeable operational needs prohibit advance notice.
- B. Overtime may be converted to compensatory time off at the rate of time and one-half (1-1/2). The compensatory time may be banked as provided

in paragraph D below. The conversion of overtime shall be at the option of the employee. Overtime shall be paid in accordance with current procedures unless an employee requests compensatory time.

- C. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* "Hours worked" does not include time for which persons are compensated, but do not actually work.
- D. County will allow full-time non-exempt employees to carry one hundred fifty-six (156) hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1-1/2) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate.

On two (2) occasions (December and July: first full pay period), pursuant to the County's Cash In Lieu of Leave Hours Policy, an employee may elect to convert compensatory time into a cash payment, at the regular rate of pay up to a total of forty (40) hours of accrued compensatory time in a calendar year. (Example: member elects to convert thirty (30) hours in July; member can only convert ten (10) in December). See Attachment B for guidelines of cash in lieu of.

Article 4 – Standby and Callout Compensation

- A. Standby Compensation: Employees requested by the department head to serve in an after-hours response capacity will receive \$50 for performing standby duties on each regularly scheduled day and \$75 for performing standby duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Section 3, Article 2 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 duties after normal working hours, will be compensated at the rate of time and one-half (1-1/2). 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 (1-1/2). 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 instance after the first two in a 12-hour period will be paid at normal overtime rates.
- 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 may be needed, but not formally placing the employee on standby.

Article 5 – Scheduling – 12 Hour Shifts

- A. Work Schedule: An alternate 12-hour is for all Correctional Officers. The shifts will primarily consist of six (6) 12-hour shifts and one (1) 8-hour shift per fourteen (14) day work period for a total of 80 hours.
- B. Work Period: The County has established a 14-day, 86-hour work period for this bargaining unit under Section 7(k) of the FLSA. Although overtime is not owed under the FLSA until after 86 hours are worked, the County agrees for purposes of this MOU that it pays overtime after 80 hours in the work period. The work period is defined as Wednesday through the second Thursday following and will be the same fourteen (14) day work period for all Correctional Officers. It is understood that exceptions to this schedule may occur to accommodate training and/or emergencies and all efforts will be made to ensure at least eighty (80) total hours in the work period for all Correctional Officers.
- C. Shift Differential: Employees working the 6 p.m. to 6 a.m. shift will receive the graveyard shift differential of 4% .

The County and/or the Sheriff reserves the right to cancel the 12-hour shift at any time. The Sheriff, acting in good faith reserves the right to alter or change the schedule, as the Sheriff deems necessary. In the case of a public emergency this change can be effected without notice.

Article 6 – Workday and Workweek

The work week 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).

- A. Full-time permanent employees on either a seven or eight hour daily work schedule will work five consecutive days, with two consecutive days off.
- B. Full-time permanent employees on a four day, ten hour per day work schedule will work four consecutive days with three consecutive days off.
- C. The County Administrative Officer may in his discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department of work unit thereof.

Article 7 – Shift Differential

- A. Employees working graveyard shift (full shifts between 6:00 p.m. and 6:00 a.m.) shall receive a grave differential of 4%. Shifts designated as Graveyard and Night are graveyard shifts.
- B. In the event of an extended shift, the differential on the overtime shall be the same as the assigned shift. In the event overtime is not connected to an assigned shift, the differential compensation shall be determined by the shift during which the majority of the hours are worked.

Article 8 – Longevity

The County agrees to provide the following longevity incentive increases: At year six (6) on the anniversary date the employee will receive a one percent (1%) increase to the base salary and will receive a half percent (0.5%) increase every year after until employee reaches a total of eight percent (8%) and twenty (20) years of service.

Article 9 – 4850

As provided in Section 4850 of the Labor Code, members who are injured in the line of duty are entitled to full salary in lieu of Workers' Compensation benefits and sick leave for a period not to exceed one (1) year, effective for claims with dates of injury starting 12/17/24. After the employee has used one (1) full year of such 4850 time, said employee may use accumulated leave including sick leave, vacation, or compensatory time. Such leave may be used to augment temporary disability payments if said employee is still temporarily disabled by order of an accepted physician and where any provided restrictions cannot be accommodated under the Workers' Compensation sections or until said employee is retired.

Article 10 – 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 = 7.5% of their base rate of pay.

The parties will meet and confer to determine testing and eligibility.

GRANDFATHERING PROVISION: Employees who are receiving the 5% bilingual pay prior to the expiration of the MOU effective November 1, 2019 through October 31, 2024, shall continue to receive such pay until such time (if ever) as they may leave the department or if and when they may qualify for any Tier IV level of fluency that the County determines is needed for their position, at which point this version of Article 10 shall then apply to them, subject to the meet and confer process to determine testing and eligibility.

Article 11 – Uniforms

Section 1. The following uniform allowance applies to all members:

- A. A uniform allowance shall be \$ 2,000.00 per year for the cleaning, replacement and maintenance of clothing.
- B. This allowance shall be paid per pay period in the amount of \$76.92.
- C. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The Department will make the determination of replacement or repair. Normal wear and tear of clothing articles is not included.
- D. New employees only will receive a \$500.00 advancement of uniform allowance, non-accountable plan, to be paid through payroll. This \$500.00 is to come from the current \$2,000.00 annual payment, whereby a new employee's uniform allowance shall be reduced for proration of the advance payment to \$57.69 per pay period for the first year of employment.

Article 12 – Safety Equipment

The County agrees to supply the following safety equipment to new members. Lateral entries into the department will have the opportunity of using their own equipment or having the County furnish the equipment to them. If members wish to purchase equipment that is not standard issue of the County, they may do so at their own expense. This equipment will be replaced on a fair "wear-and-tear" basis as determined by the appropriate evaluating authority of the Inyo County Sheriff's Department. All equipment shall meet department approval.

Gun
Holster
Sam Browne belt and accessories
Baton and holder
Handcuff case and handcuffs
Flashlight (batteries and bulb)
Ammunition and holder
Body armor (ballistic vest)

Ear protectors, shooting glasses, and safety helmets are stored and made available at the jail facility to be issued on an as-needed basis. These items will not be issued individually to each member.

Association agrees to waive all claims for sums expended by its members to purchase equipment.

Article 13 – Other Compensation

- A. Out of Classification Pay: Any employee assigned work in a higher classification will have his salary increased by a minimum of 5% or be increased to the higher classification for the time worked, whichever is greater, after five (5) working days, effective the first day worked.
- B. Jail Training Officer Pay/Officer In Charge: Employee assigned as a Jail Training Officer/Officer In Charge will be compensated an additional 5% of their base.
- C. Class “B” License: County will provide a two and one-half (2.5) percent of base pay incentive for member’s who hold and maintain a Class “B” driver’s license. Number of positions eligible will be determined by the Sheriff.
- D. Qualification Incentive: All members who qualify as "Expert" or a higher rating at a quarterly qualifying shoot will receive a one-time payment of \$50. A qualifying shoot shall be scheduled by the department once each quarter with a department appointed Range Master. For those members unable to participate in the designated qualifying shoot due to vacation, illness or other reason acceptable to the department, the department may schedule a makeup qualifying shoot. A Member may have only one attempt to qualify as "Expert" or higher for this additional compensation each quarter. The Range Master will designate, in accordance with department policy, which attempt at the qualifying shoot will be the "designated qualifying shoot".

The Range Master must certify to the Sheriff, or his designee, a list of those members qualifying for this incentive.

- E. STC Training Coordinator: County will provide 2.5% of base pay incentive for member who is designated by the Sheriff as the STC Coordinator.
- F. Commissary Coordinator: County will provide 2.5% of base pay incentive for the member who is designated by the Sheriff as the Commissary Coordinator.

SECTION 3 – LEAVE

Article 1 – Vacation

The maximum amount of vacation days which may be accrued shall be 35 (280 hours). There shall be no accrual in excess of 35 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 (280 hours) cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his department head agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day (280 hours) cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrative Officer approves the arrangement, which approval will not be unreasonably denied.
- B. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive workdays based on extenuating circumstances.

Article 2 – Holidays

In lieu of receiving leave (paid days off) for holidays, members will be paid for holidays as follows: The County will pay 6.25% of base salary. The payment will be paid on each paycheck for a total of 26 pay periods.

Article 3 – Sick Leave

Each full-time employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.

Article 4 – 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 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 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 (40 Hours)
November 1 - February 29..... Three (3) days (24 Hours)
March 1 - June 30 One (1) day (8 Hours)

Article 5 – Maternity Leave

Personnel Rule 10.2 governs maternity leave.

SECTION 4 – OTHER BENEFITS

Article 1 – Insurance

- A. Medical: County shall continue to contract with the Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.
- B. County agrees to pay seventy five percent (75%) of the premium of PERS Platinum (employees will be responsible for twenty five percent [25%] of the premium), eighty percent (80%) of the premium of PORAC (employees will be responsible for twenty percent [20%] of the premium) or one hundred percent (100%) of PERS Gold or EPO. The parties agree to meet and confer over any changes to Plan names or Plan configurations by PERS during the life of the MOU.
1. The County will reimburse to those employees opting into the County's medical coverage, one hundred percent (100%) of the annual medical deductible after the full deductible per person has been paid up to \$1,000.00.
 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 - \$200.00 per pay period
 - Eligible for *employee plus one* coverage - \$300.00per pay period
 - Eligible for *family* coverage - \$400.00 per pay period

An employee receiving medical coverage, in part or fully funded, through a State or Federally funded program, is not eligible for the provision of this subsection 2.

- C. Dental: County agrees to pay 100% of the monthly premium (for employee and dependents) for dental insurance during the term of this MOU. 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 during the term of this MOU.
- E. Life: County agrees to pay 100% of the monthly premium for life insurance - \$20,000 term policy on employee during the term of this MOU.
- F. Short-Term Disability: County will provide all eligible employees with a self-insured income protection plan for up to one year for non-job-related disabilities preventing a person from working. County agrees to pay the premium based on the state disability program. Any employee denied benefits under this provision may file a grievance pursuant to Article 13 of the County Personnel Rules and may have the matter heard only up to the level of the County Administrative Officer.
- G. The County shall contract with AirMedCare Network to provide insurance covering the cost of air ambulance transport from the region to remote treatment facility for the employee (and their family) so long as they are employed by Inyo County. The employee may choose to add on additional items to this insurance offering, including but not limited to return flight insurance, at their own expense, through a payroll deduction.

Article 2 – Retirement Provisions

PERS Employees hired prior to January 1, 2013 (Classic)

- A. County agrees to provide 2% at 55 full formula PERS retirement for miscellaneous members.
- B. County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- C. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- D. PERS benefit to 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 as amended in the County PERS contract.
- E. New PERS members hired after January 2013 will fall under PEPRA. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost. The highest year will be based on the 3 highest years of service.
- F. Inyo County shall implement a revised retiree health benefit plan as provided for in California Government Code section 22893, applicable to employees hired on or after the date on which the revised retiree health benefit plan is adopted, as soon as reasonably practicable.

Article 3 – Flexible Spending Program

County will pay the administration fee for each employee who participates in flexible benefit program allowed by Section 125 of the Internal Revenue Code.

Article 4 – Deferred Compensation

County will provide deferred compensation programs for employees.

Article 5 – Part-time Benefits – Not applicable

Article 6 – Wellness Bonus

The purpose of the Inyo County Wellness Benefit is to improve the level of health and wellness among ICCOA members to improve their overall degree of wellness. The County will reimburse employees up to a maximum of \$500 per calendar year for fitness and wellness activities during said calendar year payable through payroll. Members seeking reimbursement shall submit an affidavit on a form provided for by the County. Activities subject to this wellness bonus are set forth on said affidavit.

SECTION 5 – POLICY AND PROCEDURES

Article 1 – No Smoking Policy

There shall be no smoking or chewing of tobacco in any County facility or County vehicle. Employees smoking on County property shall smoke in designated smoking areas, which areas will be agreed to by the County and Association.

Article 2 – Drug and Alcohol Policy

The County will enforce the Alcohol and Drug Abuse policy as amended in accordance with the law.

The County will enforce the Drug and Alcohol Policy pursuant to the Department of Transportation Regulations as amended in accordance with the law.

Article 3 – Employee Assistance Program

The County will provide an Employee Assistance Program.

Article 4 – 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 in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

Article 5 – Tuition Reimbursement

The County will reimburse educational expenses in accordance with Attachment C “Employee Training, Continuing Education and Tuition Assistance Policy.”

Article 6 – License/Certification Renewal

The county will reimburse all costs for licenses and certifications required used in the course of employment.

Article 7 – Mistaken Overpayments

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 the amount of overpayment. However, not more than 10% of any such employee’s net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, employee will have the option of 10%-25% being deducted from any one paycheck.

Article 8 – Probation Period

Correctional Officers I, II, III and Corporal Correctional Officers shall serve a 12-month probation.

Article 9 – Reasonable Access, Contracting Out, Advance Notice

Reasonable Access - The practice will continue, which allows ICCOA/Officers and Representatives reasonable access to County work locations, facilities, equipment and other County resources.

Contracting Out – The County agrees to address contracting out of County Services in accordance with all applicable laws.

Advance Notice - The County shall provide reasonable advance notice to the Association of any and all changes that affect the wages, hours, terms and conditions of employees in the represented bargaining unit as to allow time for the Association response and meet and confer if necessary. Said notice shall be sent to the ICCOA/President.

Article 10 – Performance Evaluations

The parties agree to the County transitioning to the NeoGov platform for the purpose of conducting and documenting performance evaluations. Upon readiness by the County to implement the new performance evaluation process, the parties will engage in a meet and confer process to discuss and negotiate any changes to the structure and evaluation criteria.

Article 11 – Letter of Reprimand

Any 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.

Article 12 – Policy Manual (Lexipol)

Association agrees to the Lexipol Policy Manual.

SECTION 6 – OTHER TERMS/WORKING CONDITIONS

Article 1 – Authorized Agents

Authorized agents, for the purpose of administering the terms and provisions of the Memorandum of Understanding shall be:

- A. Representing the County
County Administrative Officer
P.O. Box N
Independence, CA 93526
- B. President
P.O. Drawer “S”

Article 2 – No Strike-No Lockout

Section 1. The Association, its officers, agents, representatives, and/or employees agree that during the term of this MOU and any future renegotiations thereof through any and all mandatory impasse administrative procedures, they will not cause or condone any strike, walkout, slowdown, sickout or any other job action by withholding or refusing to perform services.

Section 2. The County agrees that it shall not lockout its employees during the term of this MOU and any future renegotiations thereof through any and all mandatory impasse administrative procedures. The term “lockout” is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the County in the exercise of its rights as set forth in any of the provisions of the MOU or applicable ordinance or law.

Section 3. Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.

Section 4. In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

Article 3 – 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 Agreement, which restrict 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 Association shall have the right to meet and confer with the County regarding the impact on employees of the suspension of these provisions of this Agreement and any Personnel Rules and policies.

Article 4 – Re-Opener Clause

Either Inyo County Correctional Officers Association or the County may reopen this MOU during the two-year period of this MOU to negotiate any term(s) and condition(s) expressly addressed or absent from this MOU upon 30 days written notice to the other side. Both parties agree to negotiate regarding any issues subject to the request to reopen the MOU. Changes will only be made by mutual agreement of both sides.

Article 5 – Organizational Rights and Responsibilities

Section 1. Dues Deductions: The County shall deduct Association dues, initiation fees, assessments, and premiums for approved insurance programs from employee's who have filed a written authorization with the Association. The County shall remit such funds to the Association within thirty (30) days following their deduction. An employee may cancel their dues deductions at any time by completing an Association resignation form and filing it with the Association. The Association will immediately notify the County to stop deducting Association dues from the employee.

Section 2. Indemnification: The County will not be responsible or liable for any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the County to transmit to the Association monies deducted from the employees pursuant to this Article.

Section 3. ICCOA Release Time: County will release with pay ICCOA Board of Directors or other ICCOA members (maximum seven (7) employees on any committee) assigned to establish ICCOA committees (as determined by the ICCOA Bylaws in effect as of January 1, 1998) from their normal duties to conduct legitimate and reasonable Association business. An employee must request, in advance, release time, which may be denied due to the operational needs of the department.

Granting of Release time is conditioned upon ICCOA providing to the County, by January 15 of each year, a list of meetings and board and committee members for that calendar year and coordinating with the Personnel Department any meeting or training that will require members to be away from work in excess of three (3) hours. ICCOA and Personnel will work together to assure that such meetings or training will not adversely impact departments. Department heads will discuss with the Personnel Office any difficulties concerning ICCOA release time prior to discussing such matters with the ICCOA Board or any member of the ICCOA Board.

Section 4. Mailing List: The County will provide ICCOA Board current employee lists to include name, start date, name changes, personal mailing addresses, phone number, and personal email address to provide the opportunity to correspond with all ICCOA represented employees within thirty (30) days of a new hire's start date, or the County being notified of such change. This address list will also be provided on an annual basis and within thirty (30) days of a written request.

Section 5. New Orientation: The County shall distribute a copy of this MOU and the Personnel Rules to all new Bargaining Unit employees. The County will be holding orientations every other Thursday in Independence. If there are no new bargaining unit employees, the County Personnel will send an email to the Association Representative. The Association shall be given the first scheduled fifteen (15) minutes of each new employee orientation to provide the new employee(s) with official Association materials and information. The County shall ensure an Association Representative is made available for the purpose of this section.

Section 6. Bulletin Boards and County Email: The County shall provide space for and permit the installation of Association bulletin boards (or provide reasonable space on County bulletin boards) for official Association notices at each central work location.

No such bulletin boards shall be located in areas frequented by the public doing business with the County.

The Association shall be allowed to utilize email to notify members of dates and times of Association meetings, ratifications, and elections.

Article 6 – Separability

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

Article 7 – Sole and Entire Memorandum of Understanding

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2. The parties acknowledge that the Board of Supervisors will adopt this Agreement by Resolution and that said Resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

Article 8 – Term of MOU

The term of this Memorandum of Understanding shall continue in force or effect until October 31, 2027. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

Article 9 – Ratification and Execution

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and Association and entered into this 21st day of January 2025.

PASSED AND ADOPTED this 21st day of January 2025, by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:


ABSTAIN:

ABSENT:

COUNTY OF INYO:

Scott Marcellin, Chairperson

CORRECTIONAL OFFICERS


Stacie Casabian (Jan 15, 2025 07:54 PST)

ICCOA Representative

Attest: Nate Greenberg
Clerk of the Board

By: _____
Darcy Ellis, Assistant

ATTACHMENT A

Employee ID	GRADE	Current Step	CLASS TITLE	Annualized Salary	Recommended Classification	Recommended Grade	Current Annual	Recommended Minimum	Recommended Midpoint	Recommended Maximum	Bring to Minimum Approximation	Step	Bring to Closest Step Salary	Cost	% Adjustment
2840	74	E	CORRECTIONAL OFFICER CORPORAL	\$ 90,888.00	CORPORAL CORRECTIONAL OFFICER	13	\$ 90,888.00	\$ 75,641.47	\$ 86,960.16	\$ 98,278.85	\$ 90,888.00	G	\$ 98,278.85	\$ 7,390.85	8.1%
3492	70	E	CORRECTIONAL OFFICER 03	\$ 82,632.00	CORRECTIONAL OFFICER III	11	\$ 82,632.00	\$ 68,609.04	\$ 78,875.43	\$ 89,141.82	\$ 82,632.00	G	\$ 89,141.82	\$ 6,509.82	7.9%
3794	64	B	CORRECTIONAL OFFICER 01	\$ 61,512.00	CORRECTIONAL OFFICER I	7	\$ 61,512.00	\$ 56,444.83	\$ 64,891.01	\$ 73,337.19	\$ 61,512.00	D	\$ 64,338.99	\$ 2,826.99	4.6%
3294	70	E	CORRECTIONAL OFFICER 03	\$ 82,632.00	CORRECTIONAL OFFICER III	11	\$ 82,632.00	\$ 68,609.04	\$ 78,875.43	\$ 89,141.82	\$ 82,632.00	G	\$ 89,141.82	\$ 6,509.82	7.9%
3580	67	D	CORRECTIONAL OFFICER 02	\$ 73,200.00	CORRECTIONAL OFFICER II	9	\$ 73,200.00	\$ 62,230.42	\$ 71,542.34	\$ 80,854.26	\$ 73,200.00	F	\$ 77,402.12	\$ 4,202.12	5.7%
3731	64	B	CORRECTIONAL OFFICER 01	\$ 61,512.00	CORRECTIONAL OFFICER I	7	\$ 61,512.00	\$ 56,444.83	\$ 64,891.01	\$ 73,337.19	\$ 61,512.00	D	\$ 64,338.99	\$ 2,826.99	4.6%
3259	70	E	CORRECTIONAL OFFICER 03	\$ 82,632.00	CORRECTIONAL OFFICER III	11	\$ 82,632.00	\$ 68,609.04	\$ 78,875.43	\$ 89,141.82	\$ 82,632.00	G	\$ 89,141.82	\$ 6,509.82	7.9%
3365	74	E	CORRECTIONAL OFFICER CORPORAL	\$ 90,888.00	CORPORAL CORRECTIONAL OFFICER	13	\$ 90,888.00	\$ 75,641.47	\$ 86,960.16	\$ 98,278.85	\$ 90,888.00	G	\$ 98,278.85	\$ 7,390.85	8.1%
2563	70	E	CORRECTIONAL OFFICER 03	\$ 82,632.00	CORRECTIONAL OFFICER III	11	\$ 82,632.00	\$ 68,609.04	\$ 78,875.43	\$ 89,141.82	\$ 82,632.00	G	\$ 89,141.82	\$ 6,509.82	7.9%
3209	74	E	CORRECTIONAL OFFICER CORPORAL	\$ 90,888.00	CORPORAL CORRECTIONAL OFFICER	13	\$ 90,888.00	\$ 75,641.47	\$ 86,960.16	\$ 98,278.85	\$ 90,888.00	G	\$ 98,278.85	\$ 7,390.85	8.1%
3781	64	B	CORRECTIONAL OFFICER 01	\$ 61,512.00	CORRECTIONAL OFFICER I	7	\$ 61,512.00	\$ 56,444.83	\$ 64,891.01	\$ 73,337.19	\$ 61,512.00	D	\$ 64,338.99	\$ 2,826.99	4.6%
3868	64	A	CORRECTIONAL OFFICER 01	\$ 58,644.00	CORRECTIONAL OFFICER I	7	\$ 58,644.00	\$ 56,444.83	\$ 64,891.01	\$ 73,337.19	\$ 58,644.00	C	\$ 61,591.98	\$ 2,947.98	5.0%
3366	70	E	CORRECTIONAL OFFICER 03	\$ 82,632.00	CORRECTIONAL OFFICER III	11	\$ 82,632.00	\$ 68,609.04	\$ 78,875.43	\$ 89,141.82	\$ 82,632.00	G	\$ 89,141.82	\$ 6,509.82	7.9%
3410	70	E	CORRECTIONAL OFFICER 03	\$ 82,632.00	CORRECTIONAL OFFICER III	11	\$ 82,632.00	\$ 68,609.04	\$ 78,875.43	\$ 89,141.82	\$ 82,632.00	G	\$ 89,141.82	\$ 6,509.82	7.9%
3007	70	E	CORRECTIONAL OFFICER 03	\$ 82,632.00	CORRECTIONAL OFFICER III	11	\$ 82,632.00	\$ 68,609.04	\$ 78,875.43	\$ 89,141.82	\$ 82,632.00	G	\$ 89,141.82	\$ 6,509.82	7.9%

Step	Grade	Minimum	Midpoint	Maximum	Step A	Step B	Step C	Step D	Step E	Step F	Step G
4.46%	1	\$ 42,120.00	\$ 48,422.67	\$ 54,725.34	\$ 42,120.00	\$ 43,998.55	\$ 45,960.89	\$ 48,010.74	\$ 50,152.02	\$ 52,388.80	\$ 54,725.34
Spread	2	\$ 44,226.00	\$ 50,843.81	\$ 57,461.61	\$ 44,226.00	\$ 46,198.48	\$ 48,258.93	\$ 50,411.28	\$ 52,659.62	\$ 55,008.24	\$ 57,461.61
30.0%	3	\$ 46,437.30	\$ 53,386.00	\$ 60,334.69	\$ 46,437.30	\$ 48,508.40	\$ 50,671.88	\$ 52,931.84	\$ 55,292.60	\$ 57,758.65	\$ 60,334.69
Grade Progression	4	\$ 48,759.17	\$ 56,055.30	\$ 63,351.43	\$ 48,759.17	\$ 50,933.82	\$ 53,205.47	\$ 55,578.44	\$ 58,057.23	\$ 60,646.59	\$ 63,351.43
5.0%	5	\$ 51,197.12	\$ 58,858.06	\$ 66,519.00	\$ 51,197.12	\$ 53,480.51	\$ 55,865.75	\$ 58,357.36	\$ 60,960.10	\$ 63,678.92	\$ 66,519.00
	6	\$ 53,756.98	\$ 61,800.96	\$ 69,844.95	\$ 53,756.98	\$ 56,154.54	\$ 58,659.03	\$ 61,275.23	\$ 64,008.10	\$ 66,862.86	\$ 69,844.95
	7	\$ 56,444.83	\$ 64,891.01	\$ 73,337.19	\$ 56,444.83	\$ 58,962.27	\$ 61,591.98	\$ 64,338.99	\$ 67,208.51	\$ 70,206.01	\$ 73,337.19
	8	\$ 59,267.07	\$ 68,135.56	\$ 77,004.05	\$ 59,267.07	\$ 61,910.38	\$ 64,671.58	\$ 67,555.94	\$ 70,568.93	\$ 73,716.31	\$ 77,004.05
	9	\$ 62,230.42	\$ 71,542.34	\$ 80,854.26	\$ 62,230.42	\$ 65,005.90	\$ 67,905.16	\$ 70,933.73	\$ 74,097.38	\$ 77,402.12	\$ 80,854.26
	10	\$ 65,341.94	\$ 75,119.46	\$ 84,896.97	\$ 65,341.94	\$ 68,256.20	\$ 71,300.42	\$ 74,480.42	\$ 77,802.25	\$ 81,272.23	\$ 84,896.97
	11	\$ 68,609.04	\$ 78,875.43	\$ 89,141.82	\$ 68,609.04	\$ 71,669.00	\$ 74,865.44	\$ 78,204.44	\$ 81,692.36	\$ 85,335.84	\$ 89,141.82
	12	\$ 72,039.49	\$ 82,819.20	\$ 93,598.91	\$ 72,039.49	\$ 75,252.46	\$ 78,608.71	\$ 82,114.66	\$ 85,776.98	\$ 89,602.63	\$ 93,598.91
	13	\$ 75,641.47	\$ 86,960.16	\$ 98,278.85	\$ 75,641.47	\$ 79,015.08	\$ 82,539.15	\$ 86,220.40	\$ 90,065.83	\$ 94,082.76	\$ 98,278.85
	14	\$ 79,423.54	\$ 91,308.17	\$ 103,192.80	\$ 79,423.54	\$ 82,965.83	\$ 86,666.11	\$ 90,531.42	\$ 94,569.12	\$ 98,786.90	\$ 103,192.80
	15	\$ 83,394.72	\$ 95,873.58	\$ 108,352.44	\$ 83,394.72	\$ 87,114.12	\$ 90,999.41	\$ 95,057.99	\$ 99,297.57	\$ 103,726.25	\$ 108,352.44
	16	\$ 87,564.45	\$ 100,667.26	\$ 113,770.06	\$ 87,564.45	\$ 91,469.83	\$ 95,549.38	\$ 99,810.89	\$ 104,262.45	\$ 108,912.56	\$ 113,770.06
	17	\$ 91,942.68	\$ 105,700.62	\$ 119,458.56	\$ 91,942.68	\$ 96,043.32	\$ 100,326.85	\$ 104,801.43	\$ 109,475.57	\$ 114,358.19	\$ 119,458.56
	18	\$ 96,539.81	\$ 110,985.65	\$ 125,431.49	\$ 96,539.81	\$ 100,845.49	\$ 105,343.20	\$ 110,041.50	\$ 114,949.35	\$ 120,076.09	\$ 125,431.49
	19	\$ 101,366.80	\$ 116,534.93	\$ 131,703.06	\$ 101,366.80	\$ 105,887.76	\$ 110,610.36	\$ 115,543.58	\$ 120,696.82	\$ 126,079.90	\$ 131,703.06
	20	\$ 106,435.14	\$ 122,361.68	\$ 138,288.22	\$ 106,435.14	\$ 111,182.15	\$ 116,140.87	\$ 121,320.76	\$ 126,731.66	\$ 132,383.89	\$ 138,288.22
	21	\$ 111,756.90	\$ 128,479.76	\$ 145,202.63	\$ 111,756.90	\$ 116,741.26	\$ 121,947.92	\$ 127,386.79	\$ 133,068.25	\$ 139,003.09	\$ 145,202.63
	22	\$ 117,344.74	\$ 134,903.75	\$ 152,462.76	\$ 117,344.74	\$ 122,578.32	\$ 128,045.31	\$ 133,756.13	\$ 139,721.66	\$ 145,953.24	\$ 152,462.76
	23	\$ 123,211.98	\$ 141,648.94	\$ 160,085.90	\$ 123,211.98	\$ 128,707.24	\$ 134,447.58	\$ 140,443.94	\$ 146,707.74	\$ 153,250.91	\$ 160,085.90
	24	\$ 129,372.58	\$ 148,731.39	\$ 168,090.19	\$ 129,372.58	\$ 135,142.60	\$ 141,169.96	\$ 147,466.14	\$ 154,043.13	\$ 160,913.45	\$ 168,090.19
	25	\$ 135,841.21	\$ 156,167.95	\$ 176,494.70	\$ 135,841.21	\$ 141,899.73	\$ 148,228.46	\$ 154,839.44	\$ 161,745.28	\$ 168,959.12	\$ 176,494.70
	26	\$ 142,633.27	\$ 163,976.35	\$ 185,319.44	\$ 142,633.27	\$ 148,994.71	\$ 155,639.88	\$ 162,581.42	\$ 169,832.55	\$ 177,407.08	\$ 185,319.44
	27	\$ 149,764.93	\$ 172,175.17	\$ 194,585.41	\$ 149,764.93	\$ 156,444.45	\$ 163,421.87	\$ 170,710.49	\$ 178,324.18	\$ 186,277.43	\$ 194,585.41
	28	\$ 157,253.18	\$ 180,783.93	\$ 204,314.68	\$ 157,253.18	\$ 164,266.67	\$ 171,592.97	\$ 179,246.01	\$ 187,240.38	\$ 195,591.31	\$ 204,314.68
	29	\$ 165,115.84	\$ 189,823.13	\$ 214,530.41	\$ 165,115.84	\$ 172,480.01	\$ 180,172.61	\$ 188,208.31	\$ 196,602.40	\$ 205,370.87	\$ 214,530.41
	30	\$ 173,371.63	\$ 199,314.28	\$ 225,256.93	\$ 173,371.63	\$ 181,104.01	\$ 189,181.24	\$ 197,618.73	\$ 206,432.52	\$ 215,639.41	\$ 225,256.93
	31	\$ 182,040.21	\$ 209,280.00	\$ 236,519.78	\$ 182,040.21	\$ 190,159.21	\$ 198,640.31	\$ 207,499.66	\$ 216,754.15	\$ 226,421.38	\$ 236,519.78
	32	\$ 191,142.22	\$ 219,744.00	\$ 248,345.77	\$ 191,142.22	\$ 199,667.17	\$ 208,572.32	\$ 217,874.65	\$ 227,591.86	\$ 237,742.45	\$ 248,345.77
	33	\$ 200,699.33	\$ 230,731.20	\$ 260,763.06	\$ 200,699.33	\$ 209,650.52	\$ 219,000.94	\$ 228,768.38	\$ 238,971.45	\$ 249,629.58	\$ 260,763.06
	34	\$ 210,734.30	\$ 242,267.75	\$ 273,801.21	\$ 210,734.30	\$ 220,133.05	\$ 229,950.99	\$ 240,206.80	\$ 250,920.02	\$ 262,111.06	\$ 273,801.21
UNG	-	-	-	-	-	-	-	-	-	-	-

Department	Classification	Bargaining Unit	Recommended Title	Current Pay Grade	Current Minimum	Current Midpoint	Current Maximum	Proposed Grade	Proposed Minimum	Change	Proposed Midpoint	Change	Step E	Step E Change	Proposed Maximum	Change
SHERIFF	CORRECTIONAL OFFICER 01	ICCOA	CORRECTIONAL OFFICER I	64	\$ 55,668.00	\$ 61,650.00	\$ 67,632.00	7	\$ 56,444.83	1.4%	\$ 64,891.01	5.3%	\$ 67,208.51	-0.6%	\$ 73,337.19	8.4%
SHERIFF	CORRECTIONAL OFFICER 02	ICCOA	CORRECTIONAL OFFICER II	67	\$ 59,724.00	\$ 66,108.00	\$ 72,492.00	9	\$ 62,230.42	4.2%	\$ 71,542.34	8.2%	\$ 74,097.38	2.2%	\$ 80,854.26	11.5%
SHERIFF	CORRECTIONAL OFFICER 03	ICCOA	CORRECTIONAL OFFICER III	70	\$ 64,164.00	\$ 71,094.00	\$ 78,024.00	11	\$ 68,609.04	6.9%	\$ 78,875.43	10.9%	\$ 81,692.36	4.7%	\$ 89,141.82	14.2%
SHERIFF	CORRECTIONAL OFFICER CORPORAL	ICCOA	CORPORAL CORRECTIONAL OFFICER	74	\$ 70,500.00	\$ 78,108.00	\$ 85,716.00	13	\$ 75,641.47	7.3%	\$ 86,960.16	11.3%	\$ 90,065.83	5.1%	\$ 98,278.85	14.7%



COUNTY OF INYO

CASH IN LIEU OF LEAVE HOURS POLICY - ATTACHMENT B

ELIGIBILITY:

Requirements for obtaining eligibility to receive cash in lieu of compensatory (comp) hours are set forth in "Article 3 – Overtime and Compensatory Time" of the Correctional Officers Association (COA), and may include:

- A. The employee's hire date and type of employment
- B. The employee's position classification.
- C. The number of cumulative hours earned.
- D. Maximum amount of compensatory hours for cash out.

ELECTION PROCESS:

As to employees covered by the MOU that adopt the County's policy, of Constructive Receipt the following conditions shall apply:

- A. To cash out leave, an employee must make an irrevocable election to cash out leave in the calendar year proceeding taxable calendar year in which the leave is cashed out.
- B. Elections will be processed each calendar year during the Benefits Open Enrollment period for employees hired prior to that open enrollment period (September-November) during which time an employee will have the opportunity to make an irrevocable election of cash in lieu of leave hours for hours scheduled to accrue in the next taxable calendar year.
- C. All elections must be received and recorded by the Auditor-Controller's Office on or before December 31st of the calendar year preceding the taxable calendar year accrual and cash out period (taxable pay periods between January 1 and December 31).
- D. Employees hired after December 31st shall not be eligible to elect a purchase until the next calendar year.
- E. COA Employees: Employees exercising the cash out option must contain at least the number of hours of comp leave banked that they wish to buy back.
- F. Employees that qualify for the election process may cash out up to a maximum of forty (40) hours of accrued compensatory time per calendar year (example: member elects to convert 30 hours in July; he or she can only convert 10 hours in December). Payment of the cash out will be completed two times per year in July and December. The scheduled date is available at the Auditor-Controller's Office, Payroll.
- G. If an employee elects into the Cash in Lieu Program for the July payment and does not qualify based on hours available, the request for cash out will carry over to the December payment.
- H. If an employee elects into the Cash In Lieu Program and does not qualify, Payroll will notify them that no payment will be processed.
- I. Employees ineligible to receive cash in lieu of leave hours must wait for the next open enrollment cycle to perform another election to purchase.

**PAYROLL SERVICES
ELECTION / DEDUCTION AUTHORIZATION
CASH IN LIEU OF LEAVE HOURS 2026**

Return completed form to: Auditor-Controller



COUNTY OF INYO

ELECTION TO RECEIVE CASH IN LIEU OF LEAVE HOURS - Correctional Officers Association

To be eligible to receive cash in lieu of leave hours, an employee must first submit an irrevocable written election by **December 31, 2025**. Employees who are eligible for cash in lieu of leave hours and do not make an affirmative election by the end of the preceding calendar year shall be deemed to have irrevocably elected not to redeem leave hours for pay in the subsequent calendar year. **Payment of the cash in lieu will be made in July 2026 and December 2026.**

☐ I **elect** to receive cash in lieu of leave hours for calendar year 2026. By doing so, I may receive additional, taxable compensation (cash in lieu). This amount, if any, will be determined based on qualifying factors as stipulated under the applicable collective agreement/individual contract and pursuant to County of Inyo and Auditor- Controller's Office Administrative policies and procedures.

The number of hours I am electing to receive as cash in lieu of leave hours during calendar year 2026:

July Payment: Enter the number of elected hours _____

December Payment: Enter the number of elected hours _____

(in the event that hours are unavailable at the July Payment, the election will carry over to the December Payment up to the maximum cash out of forty (40) hours)

☐ I **waive** my right to receive cash in lieu of leave hours for calendar year 2026. By doing so, I understand this is irrevocable for calendar year 2026.

EMPLOYEE SIGNATURE

DATE

DEPARTMENT

PRINTED NAME

FOR AUDITOR-CONTROLLER USE ONLY

Employee qualifies to purchase cash in lieu of hours for calendar year 2026,

In the amount of: _____ Form Received: _____

☐ Approved

☐ Disqualified

Reason: _____



ATTACHMENT C

County of Inyo
Policy Name: Employee Training, Continuing Education
and Tuition Assistance Program Policy
Page 1 of 8

COUNTY OF INYO

EMPLOYEE TRAINING, CONTINUING EDUCATION AND TUITION ASSISTANCE POLICY

*This policy currently applies to ICEA, ICPPOA, Non-Represented and Management Employees

STATEMENT OF POLICY

It is the policy of the County of Inyo to encourage training, self-improvement and personal development programs for employees which includes three (3) general categories: on-the-job training; continuing education, and tuition assistance programs. In its discretion, the County may provide limited financial assistance in the form of tuition assistance loans for a given employee's participation in an education program.

ON-THE-JOB TRAINING

Responsibility for developing and assigning on-the-job training programs for employees shall be assumed jointly by the Department Head, Personnel staff, and the employee's supervisor. Such training may include demonstration, assignments of reading matter, lecture courses; seminars, conferences, and/or training courses inside and outside the workplace, or such other devices as may be available for the purpose of improving the effectiveness in broadening the knowledge of employees in the performance of their respective duties. All on-the-job training shall be assigned or otherwise approved in advance by the County and the cost of on-the-job training will be paid by the County.

CONTINUING EDUCATION

Employees who, as a job requirement of their current employment, must utilize certifications or licenses which require renewal or continuing education will have the cost of doing so paid by the County. The time associated with participating in the continuing education program will count as time worked. The continuing education program, course,



or class required to renew certificate or license, and associated use of time and travel expense, must be approved in advance by the County, and are expected to be planned in advance of the deadline for acquiring them, and achieved using the most cost-effective means available. The County will not provide reimbursement for continuing education activities and associated costs not approved in advance by the County. Nothing in this policy shall be construed as limiting an employee's ability to select and attend a continuing education program, certificate, license renewal course, or class of his or her choice, at their expense and on their time

TUITION ASSISTANCE

Personal and professional development of employees can be beneficial to both employees and the County. In this regard, the County understands that some employees on their own initiative and on their own time (outside of work), may wish to voluntarily pursue advanced education programs leading to college degrees, certificates, or professional licenses. Although pursuit of such education programs is not mandated by the County for employees, the County recognizes that an employee's attainment of a degree, certificate, or professional license that is not a job requirement for their current employment may be a benefit to the County. As such, in accordance with eligibility criteria described below and subject to available funding, the County may provide limited financial assistance to employees in the form of tuition assistance loans that may be satisfied over time through continued County employment.

ELIGIBILITY FOR TUITION ASSISTANCE

To be considered for the Tuition Assistance Program, an individual must be a full-time employee and have received a performance evaluation of "Meet Standards", "Exceeds Standards", or "Exemplary" during the most recent rating period. Probationary employees are generally not eligible to be considered for tuition assistance except in the case of probation due to promotional reclassification. The County Administrator/Personnel Director may make exceptions; in his/her sole discretion based upon the potential benefit to the County, for newly hired employees who are already participating in an advanced education program.



In addition, the advanced education program or course(s) must be employment related, a benefit to the County, and be provided through an accredited educational institution. Conferences, conventions, seminars, workshops, short courses, etc. are not eligible for Tuition Assistance Program. Attendance at these types of events will typically be handled at the department level. Programs in specific courses of study that do not result in a degree or certificate may be pursued on a case-by-case basis through on- the-job training.

The advanced education program or course(s) must be pursued on the employee's personal time and shall not interfere with the employee's normal workday, and is not considered compensable time. Any scheduling impacts with the employee's job related duties and responsibilities must have prior approval from the employee's supervisor or Department Head, and utilize compensatory time off (or accrued leave other than sick leave) or a flexed work schedule.

APPLICATION PROCESS AND ASSISTANCE PLAN

1. PRE-APPROVAL REQUIREMENT

To participate in the Tuition Assistance Program, an employee must be accepted into the course of study for which he/she is seeking tuition assistance, complete an application provided by the Personnel Office, and submit the completed and signed application to the Department Head. The Department Head reviews the application, and provides a recommendation for approval or denial based on whether the employee meets the eligibility requirements, and if the Department Head believes the proposed course of study is relevant to the employee's current job or professional development, or will otherwise benefit or meet the needs of the County. The Department Head may consult with the County Administrator/Personnel Director regarding County needs, if necessary.

Regardless of his or her recommendation, the Department Head must forward the employee's completed application for the Tuition Assistance Program to the County Administrator/Personnel Director who, in his or her sole discretion, will determine the employee's eligibility to participate in the Program in accordance with the criteria outlined in this Policy and his/her understanding of the needs of the County; and, if eligible, approves the employee's participation in the Tuition Reimbursement Program



and the associated level of reimbursement based on available funding in the selected course of study.

If an employee is pursuing a degree program, the entire course of study must be submitted as part of the application. Only those courses within the degree program that are employment related, as determined by the County Administrator /Personnel Director, are eligible to be considered for assistance. Required versus elective courses will be taken into account in this evaluation. Advanced degrees beyond the Masters level are not eligible for this program.

2. **CRITERIA**

a. Employment Related

Eligibility for tuition assistance will be primarily based on the relevance for the employee's duties and responsibilities at the County, in the context of how the course of study will improve the employee's knowledge or skills as it relates to his/her current position, or to prepare him/her for a higher position within the organization. Course electives which are part of the degree program curriculum, and are chosen by the employee, and are relevant to the employee's current duties and responsibilities and/or professional development as a County employee, may be considered for assistance. The final decision on eligibility for assistance and acceptance into the program will be made by the County Administrator/Personnel Director in his/her sole discretion.

b. Assistance (Loan Agreement)

Once accepted in the Tuition Assistance Program, an employee will be eligible to enter into a tuition loan agreement (promissory note) with the County on terms and conditions specified in the agreement, which will be approved as to form by County Counsel. Among other things, the agreement will provide for the County to loan the employee money toward agreed-upon tuition expenses up to a maximum dollar amount specified in the agreement and within the maximum rates/schedule specified by this Policy. Among other things, the agreement will specify the interest rate applicable to the loan, the term for repayment, and the minimum monthly payments which shall be forgiven under the terms of the agreement for each month that the employee remains



employed with County, beginning with the first month thereafter the employee draws upon the loan as described below. The employee will be permitted to draw down funding from the authorized loan amount over time toward approved tuition expenses after submission of satisfactory evidence that the course work associated with the tuition has been successfully completed with at least a grade of C, and provided that the employee has a minimum 2.0 GPA, at an accredited educational institution. Grades are determined by the educational institution. Subject to the maximum rate/schedule set forth in this Policy (see below) and the maximum dollar amounts of individual loan agreements, loan funds can potentially cover up to one hundred percent (100%) of tuition, however, no loan funds will be made available for any course which the employee has not received a minimum C grade (i.e. not C minus or lower). Additionally, the classes taken on an audit basis are not eligible for tuition assistance.

c. Assistance Rate/Schedule

- i. *Link to State University Fee*- The maximum amount of loan agreement funds that will be made available for tuition will be set at the highest cost per unit at inland California State University campuses within the Southern California area. Currently, these campuses include: Bakersfield, Dominguez Hills, Fresno, Fullerton, Los Angeles, Northridge, Pomona and San Bernardino. The Personnel Office will monitor the State University fee annually to ensure that the assistance rate is current in determining the per unit cost of tuition, the tuition cost for up to six units will be divided into the total cost (for example, the FY 2016-2017 Tuition is \$3,174 for up to six units, the per unit cost is \$529 per unit.)
- ii. *Subject to Available Funding- Tuition* Assistance Program funding will be limited to the Program budget approved by the Inyo County Board of Supervisors as part of the annual County Budget process. Generally, dollars budgeted for each fiscal year will be available on a first-come, first- served basis, with existing tuition loan agreements being prioritized for funding over new applications. In accordance with the terms and conditions specified in the tuition loan agreement, the



County will determine the amount of budgeted funds available in a given fiscal year for the employee to draw against for approved tuition expenses, and will earmark (reserve) a portion of the budgeted funds for that purpose.

- iii. *Grants/Scholarships* - If an employee receives assistance for approved educational classes/programs under the Veterans Administration, other federal/state student aid programs or public grants/scholarships, only the difference, if any, between such assistance and the cost the employee actually incurs, subject to the criteria established for maximum reimbursement, will be eligible for County assistance under this Policy.
- iv. *Use of Funds* - The purpose of the Tuition Assistance Program is to fund a portion of the cost of tuition for an approved course of study at an accredited institution. However, to the extent that the County Tuition Assistance Program funds are drawn down upon the completion of an approved course of study or discrete class, with a qualifying grade, and in accordance with the approved program application, the maximum rate/schedule specified by this Policy, and the tuition loan agreement, the employee may, in his/her sole discretion, apply funds to the cost of books, materials, supplies, fees for entrance to a university program, or similar expenses.

STEPS FOR PARTICIPATING IN TUITION ASSISTANCE PROGRAM

1. Employee completes a County provided Tuition Assistance Program application and submits it to the Department Head for review. The employee must submit the application to participate in the Tuition Assistance Program for review at least sixty (60) days prior to the beginning of the course of study, but no sooner than the first day of April preceding the fiscal year for which application is being made to the Tuition Assistance Program. As provided for in the Tuition Assistance Program application, the employee must provide a



detailed explanation of the course(s) and how the degree and/or course(s) related to the employee's professional development benefit the County of Inyo.

2. The Department Head reviews a signed application for completeness, and provides a recommendation for approval or denial based on whether the employee meets the eligibility requirements, and if the Department Head believes the proposed course of study is relevant to the employee's current job or professional development, or will otherwise benefit or meet the needs of the County. The Department Head will consult with the County Administrator/Personnel Director regarding County needs, if necessary. Regardless of his or her recommendation, the Department Head forwards the signed and completed application to the County Administrator/Personnel Office for review and consideration.
3. Upon receiving complete applications , including the Department Head's recommendation, the County Administrator/Personnel Office will consider applications on a first-come first-served basis and, in his or her sole discretion will determine the employee's eligibility to participate in the Program in accordance with the criteria outlined in this Policy and his/her understanding of the needs of the County; and, if eligible, approves the employee's participation in the Tuition Reimbursement Program and the associated level of reimbursement based on available funding and selected course of study.
4. Approval or modified approvals of applications for participation in the Tuition Assistance Program will be conditioned on budget availability, and final approval may not be made until adoption of the Final County Budget for the fiscal year in which application to the Tuition Assistance Program is made. Funding will be allocated in the order in which approved or modified applications were received. However, in the event that the number of applications received exceeds the available funding if all were fully funded, funding may be based on those applications that are deemed to provide the greatest potential benefit to the County and may be funded on a limited term basis (e.g. a semester as opposed to a degree program.) Employees already enrolled in an approved degree program in the prior year's Tuition Assistance Program, which maintain a 2.0 or higher GPA will be given top priority for continued funding (based on seniority in the Tuition Assistance Program) if their application is received by April 1 preceding the fiscal year for which application for continued participation in the Tuition Assistance Program is made.



5. Once accepted in the Tuition Assistance Program, the employee will be eligible to enter into the tuition loan agreement (promissory note) with the County on terms and conditions specified in the agreement, which will be approved as to form by County Counsel. See the discussion above under "application process."
6. Upon successful completion of a course that has been approved for tuition assistance under the Program and pursuant to their tuition loan agreement, the employee forwards a copy of their official grade reports, and original tuition receipts to the Personnel Office with a request to draw down their loan. The employee must submit, with each grade report, a separate tuition assistance (loan) approval/acceptance form per semester, trimester or quarter.
7. Request to draw against the loan amount specified in an employee's tuition loan agreement for an approved course must be submitted by the employee within three (3) months after completion of the course(s), but not later than the 31st day of July following the fiscal year in which the course was successfully completed. Request to draw against the loan amount specified in the employee's tuition loan agreement which are submitted after the three (3) month specified deadline, or after July 31st, whichever is less, will not be considered or approved by the Personnel Office.






ICCOA 2024 - 2027 MOU

Final Audit Report

2025-01-15

Created:	2025-01-15
By:	Keri Oney (koney@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnVDFF4V489_BoLrwYB49-2YqTOh6gmB

"ICCOA 2024 - 2027 MOU" History

-  Document created by Keri Oney (koney@inyocounty.us)
2025-01-15 - 1:07:03 AM GMT
-  Document emailed to Stacie Casabian (scasabian@mastagni.com) for signature
2025-01-15 - 1:08:01 AM GMT
-  Email viewed by Stacie Casabian (scasabian@mastagni.com)
2025-01-15 - 3:54:32 PM GMT
-  Document e-signed by Stacie Casabian (scasabian@mastagni.com)
Signature Date: 2025-01-15 - 3:54:59 PM GMT - Time Source: server
-  Agreement completed.
2025-01-15 - 3:54:59 PM GMT



COUNTY OF INYO
CALIFORNIA

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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 21, 2025

Reference ID:
2025-17

Contract and Cost-Sharing Memorandum of Understanding for Regional Housing Needs Assessment County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County
Administrator

ITEM PRESENTED BY

Meaghan McCamman, Assistant County
Administrator

RECOMMENDED ACTION:

A) Approve the cost-sharing agreement between the County of Inyo and Mono County, the City of Bishop, the Town of Mammoth Lakes, and the Eastern Sierra Council of Governments, authorizing the County of Inyo to Enter and Administer a Contract for the Preparation of a Regional Housing Needs Assessment and Action Plan and Providing for Reimbursement to the County of Inyo for the Cost Thereof, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and

B) Approve the contract between the County of Inyo and BAE Urban Economics of Berkeley, CA, for the provision of a Regional Housing Needs Assessment and Action Plan in an amount not to exceed \$193,175 for the period of January 21, 2025 - June 30, 2026, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County, Mono County, the City of Bishop, and the Town of Mammoth Lakes have partnered together to complete a Regional Housing Needs Assessment and Housing Action Plan with the goal of creating a clearer picture of the Eastern Sierra's current regional housing needs and to guide future housing decisions, which accounts for in-migration and out-migration among the region's workforce. The Eastern Sierra Council of Governments (ESCOG) and SMR Development (under contract with Mono County) are providing technical assistance in the work effort.

A Request For Proposals (RFP) was released in October 2024 seeking proposals from qualified firms to prepare the needs assessment and action plan, and two firms submitted proposals. Upon a review of the proposals by a committee of representatives from the four participating jurisdictions, BAE Urban Economics was selected.

In order to simply and streamline the contracting with BAE, it was determined that Inyo County would enter into, and administer, the contract with BAE, and the other three entities would then reimburse Inyo County for their proportional share of the costs. To memorialize this agreement, a Memorandum of Understanding (MOU) will be signed by the four entities agreeing to the terms of the relationship. ESCOG will also sign the agreement but will not participate financially.

The County's proportional share for the Regional Housing Needs Assessment and Action Plan, plus the

County's proportional share for the cost of SMR Development to oversee the work effort and provide technical assistance, will be no more than \$54,576. These funds were budgeted for the 25/26 FY.

The timeline for completion is nine (9) months from the kickoff for the housing needs assessment and an additional four (4) months for the action plan.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010202
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$54,576 for the period between 1/21/2025 and 6/30/2026

Future Fiscal Year Impacts

N/A

Additional Information

The County will pay the full cost of the contract in the amount of \$193,175. and will be reimbursed for 72% of the expenditures via the cost sharing MOU with Mono County, Town of Mammoth Lakes, and City of Bishop.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve the contract and/or the cost-sharing agreement. This is not advised, as the contract will allow the County of Inyo to participate in an extensive regional Housing Needs Assessment which will provide a thorough analysis of market data to determine housing needs for the region, and create an action plan to identify and prioritize future actions and policies to meet those needs; and the cost sharing agreement ensures that the cost of this project is shared equally among the four participating jurisdictions, resulting in Inyo providing a contribution of no greater than \$54,576.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

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

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Improved Housing Opportunities

APPROVALS:

Meaghan McCamman	Created/Initiated - 1/14/2025
Darcy Ellis	Approved - 1/14/2025
Meaghan McCamman	Approved - 1/15/2025
John Vallejo	Approved - 1/15/2025
Amy Shepherd	Approved - 1/16/2025
Nate Greenberg	Final Approval - 1/16/2025

ATTACHMENTS:

1. Cost Sharing Memorandum of Understanding - Regional Needs Assessment

2. Draft Contract with all 4 jurisdictions

MEMORANDUM OF UNDERSTANDING AMONG THE COUNTY OF INYO,
THE COUNTY OF MONO, THE TOWN OF MAMMOTH LAKES, THE
CITY OF BISHOP AND THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AUTHORIZING THE COUNTY OF
INYO TO ENTER INTO AND ADMINISTER A CONTRACT
FOR THE PREPARATION OF A REGIONAL HOUSING NEEDS ASSESSMENT AND ACTION PLAN AND
PROVIDING FOR REIMBURSEMENT TO THE COUNTY OF INYO FOR THE COST THEREOF

WHEREAS, the County of Inyo (Inyo), the County of Mono (Mono), the Town of Mammoth Lakes (Mammoth) the City of Bishop (Bishop), and the Eastern Sierra Council of Governments (ESCOG), in order to address the need for adequate housing in the region, determined that it will be beneficial to prepare an assessment of the region's housing needs and resources and an action plan for addressing those needs; and

WHEREAS, pursuant to that determination, a staff committee from Inyo, Mono, Mammoth, Bishop, and ESCOG prepared, approved, and distributed a Request for Proposals in order to solicit and ultimately retain the services of a consultant to prepare such a regional housing needs assessment; and

WHEREAS, Mono has an existing contract with a firm known as SMR Development to provide expert guidance and extra capacity to support Housing initiatives; and

WHEREAS, the staff committee from Inyo, Mono, Mammoth, Bishop, and ESCOG utilized Mono's contract with SMR Development to support preparation, distribution, and evaluation of the Request for Proposals to prepare the regional housing needs assessment; and

WHEREAS, the staff committee from Inyo, Mono, Mammoth, Bishop, and ESCOG, working with SMR Development, subsequently selected, from among the respondents to the RFP, the firm of BAE Urban Economics, to prepare the regional housing needs assessment; and

WHEREAS, in the interest of simplification and time savings, Inyo offered to prepare, enter into, and administer the contract with BAE Urban Economics for the preparation of the Eastern Sierra Regional Housing Needs Assessment and Action Plan, contingent upon each of the other jurisdictions reimbursing Inyo for their respective shares of the cost of the Eastern Sierra Regional Housing Needs Assessment and Action Plan contract; and

WHEREAS, because Mono has contributed the support of SMR Development under its existing contract, its is agreed that Mono's share of the cost of the Eastern Sierra Regional Housing Needs Assessment and Action Plan contract will be reduced by a proportional amount; and

WHEREAS, the parties to this Memorandum of Understanding, wish to memorialize the above-described arrangement.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED by the parties to this MOU that:

- 1) Inyo shall negotiate, prepare, and enter into a contract with BAE Urban Economics for the preparation of a Regional Housing Needs Assessment and Action Plan; said contract shall, to the degree practicable, require that the needs assessment be completed in accordance with, and include the terms of, the Request for Proposals; the contract will be for a not-to-exceed amount of XXXX.

- 2) Inyo shall be responsible for administering all aspects of the contract with BAE Urban Economics, and shall have the authority to do so, both generally and in accordance with its terms, except that it shall not terminate the contract without first consulting with representatives from the other four jurisdictions; and
- 3) Upon Inyo's approval of an invoice submitted to it by BAE Urban Economics, Inyo shall pay BAE Urban Economics for services and work performed pursuant to the Inyo- BAE Urban Economics contract. Inyo will then submit invoices to Mono, Mammoth, and the City of Bishop, along with copies of the invoices and description of work performed. The invoices will request payment from Mono, Mammoth, and Bishop for the invoice in proportion to those entities funding commitments for the Regional Housing Needs Assessment and Action Plan. Mono, Mammoth, and Bishop shall remit payment to Inyo for the invoiced amounts within 30 days of their receipt of the invoice.
- 4) Funding commitments from each jurisdiction are as follows:
 - a. Mono County: 16% of each invoice
 - b. Town of Mammoth Lakes: 28% of each invoice
 - c. City of Bishop: 28% of each invoice
 - d. County of Inyo: 28% of each invoice
- 5) The four jurisdictions shall, no less frequently than monthly during the term of the contract, meet to discuss the status of the Regional Housing Needs Assessment and Action Plan and review any interim deliverables produced by BAE Urban Economics.
- 6) Upon completion and delivery, all four jurisdictions and ESCOG shall receive a copy of the Regional Housing Needs Assessment and Action Plan.

WHEREFORE, by the signatures of their authorized representatives appearing below, Inyo, Mono, Mammoth, and Bishop agree to perform and be bound by the terms of this Memorandum of Understanding.

The County of Inyo

By: _____
Chairman of the Board of Supervisors

Dated: _____

Approved as to form and legality:

By: _____
County Counsel for County of Inyo

Dated: _____

Approved as to accounting form:

By: _____
County Auditor for County of Inyo

Dated: _____

The County of Mono

By: _____
Chairman of the Board of Supervisors

Dated: _____

Approved as to form and legality:

By: _____
County Counsel for County of Mono

Dated: _____

The Town of Mammoth Lakes

By: _____
Mayor

Dated: _____

Approved as to form and legality:

By: _____
Attorney for the Town of Mammoth Lakes

Dated: _____

The City of Bishop

By: _____
Mayor

Dated: _____

Approved as to form and legality:

By: _____
Attorney for the City of Bishop

Dated: _____

The Eastern Sierra Council of Governments

By: _____
Chair

Dated: _____

Approved as to form and legality:

By: _____
Attorney for the Eastern Sierra Council of Governments

Dated: _____

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

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

3. CONSIDERATION.

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

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

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

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

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

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
_____	Department
_____	Address
_____	City and State
Contractor:	
_____	Name
_____	Address
_____	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

John-Carl Vallejo
[John-Carl Vallejo \(Jan 14, 2025 09:39 PST\)](#)

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

• •

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

**Attachment A-1 to Agreement Between County of Inyo and BAE Urban Economics
January 28, 2025-June 30, 2026**

SCOPE OF WORK:

Phase I – Regional Housing Needs Assessment + Market Analysis

Phase I of the project will include collection of background information necessary to inform preparation of the Action Plan under Phase II.

Task 1: Kickoff Meeting and Information Request

BAE staff will attend a virtual kickoff meeting with members of the CHC, including representatives from Inyo and Mono Counties, the Town of Mammoth Lakes, the City of Bishop, the Eastern Sierra Council of Governments (ESCOG), and SMR Development. The purpose of this meeting will be to review the work scope and schedule, discuss project logistics and coordination, plan for the first community workshop, and to provide BAE with any relevant background materials and locally available datasets (e.g., building permit data, planned and proposed project inventory, assessors' parcel data, zoning and land use data, short-term rental permit data and transient occupancy tax receipts, etc.). The CHC may request modifications to the Study Region (Inyo County and Mono County) and/or sub-area boundaries (Town of Mammoth Lakes, City of Bishop, etc.). BAE will also provide the CHC with updated copies of the employer and employee survey tools for review and comment.

Task 2: Review Background Materials

BAE will review background materials provided by the CHC regarding affordable and workforce housing needs and policies within the Study Region, including but not limited to:

2005 Inyo and Mono County Housing Needs Assessment
2017 Mono County Housing Needs Assessment and Resident Survey
2017 Mammoth Lakes Housing Needs Assessment and Action Plan
2019-2027 Town of Mammoth Lakes Housing Element
2019-2027 City of Bishop Housing Element
2019-2027 Mono County Housing Element
2021-2029 Inyo County Housing Element
2022 Downtown Bishop Specific Plan and Mixed-Use Overlay
2022 Evaluating Infill Housing Opportunities to Reduce Inyo County per Capita VMT
2024 Town of Mammoth Lakes Short-Term Rental Study
2024 Mono County Short-Term Rental Housing Study

Task 3: Identify Current Demographic and Economic Trends

BAE will collect relevant statistics regarding community demographics, household composition, regional employment and commuting patterns, housing inventory characteristics, and housing market conditions from the 2010 and 2020 Decennial Census, as well as the most recent available American Community Survey (ACS), and will consult with members of the CHC (and

**Attachment A-1 to Agreement Between County of Inyo and BAE Urban Economics
January 28, 2025-June 30, 2026**

the ESCOG in particular) regarding known errors and shortcomings associated with these data sets. BAE will also leverage other demographic and economic data source, as needed, including data available from the California Department of Finance (DOF), Department of Transportation (Caltrans), Employment Development Department (EDD), Department of Tax and Fee Administration (CDTFA), the U.S. Postal Service (USPS), and U.S. Bureau of Labor Statistics (BLS), as well as a variety of available private data sources such as CoStar, ListSource, and AirDNA. Data will be collected for the Study Region and established subareas. Some selected data may also be collected at the Census Block Group and/or Tract level to facilitate preparation of thematic maps.

The specific variables collected using publicly available data sources will include, but shall not be limited to, total population, age distribution, racial and ethnic distribution, seasonal population changes, number of households, households by income category, household size and type, occupied housing units by tenure (e.g., renter occupied, owner occupied, vacant), households by presence of housing problems,¹ housing units by type (e.g., single-family, multifamily, etc.), employment by industry (both monthly and annual for the two counties and incorporated cities), unemployment and labor force trends, occupational employment characteristics, regional commuting patterns, sales tax and transient occupancy tax trends, housing units by type of vacancy (e.g., functional vs. seasonal, etc.), and housing units by size. As an additional no-cost option, BAE can also supplement information previously collected for Mono County (i.e., add in data for Inyo County) regarding change of address requests submitted to the U.S. Postal Service (USPS) to assess the order of magnitude of in- and out-migration that occurred in recent years and a result of COVID-19 induced regional migration.

Additional data on recent trends in the for-sale and rental housing markets will be collected from private data vendors and various other local sources. For example, BAE will process and review information on residential purchases available through ListSource, a private data vendor, to identify trends in home sales volumes and pricing by subarea and asset class. BAE will also review the available data from CoStar on inventory and pricing trends within the multifamily rental housing market, but will also conduct primary research to identify private rental listings for single-family homes and condominiums that are for rent within the study area. BAE will also interview real estate brokers and property managers to assess trends in the housing market. Data on the tourist accommodations inventory will be collected from the local tourism bureaus (i.e., Visit Mammoth and Visit Bishop), as well as from CoStar for the hotel inventory and from AirDNA for the short-term rental industry. BAE will also request information on recent building permit trends and residential development projects planned for construction in the study area, as well as any non-residential projects that would involve a significant increase in local or regional employment (thereby creating new housing demand).

¹ As defined by the U.S. Department of Housing and Urban Development (HUD) and the U.S. Census Bureau.

**Attachment A-1 to Agreement Between County of Inyo and BAE Urban Economics
January 28, 2025-June 30, 2026**

In addition to collecting the above data on household demographics and housing market trends, BAE will calculate the relative for-sale home prices and rental rates that may be affordable at different income levels, as well as the income that would be necessary to reasonably afford market rate housing within each market segment using industry standard methods and loan underwriting criteria, including the California State income limits.

Task 4: Community Outreach and Stakeholder Surveys

To collect additional information necessary to interpret the quantitative data collected under Task 3, which will also be needed to complete the housing need estimates under Task 5, BAE will complete a series of interviews and will administer a pair of custom survey tools.

Task 4a: Real Estate Industry Interviews

Under this task, BAE will conduct one-on-one and/or group interviews with up to 20 individuals knowledgeable about local housing market conditions and trends. This will include real estate brokers and property managers, as well as housing advocates, policymakers, and housing program administrators. The interviews may be conducted in-person or virtually (either by phone or web meeting), as dictated by the schedule and budget. BAE will work with the CHC as part of the kickoff meeting to identify potential contacts.

Task 4b: Employer and Employee Surveys

To collect information about the impacts of the workforce housing shortage on job creation, as well as on workforce housing preferences, BAE proposes to administer two concurrent surveys, one aimed at employers and the other at employees. These tools will be based on templates previously used by BAE for similar research but will be modified in consultation with the CHC prior to implementation. The survey tools will be made available online using the SurveyMonkey web platform, though hard copy surveys will be available upon request, as well as for use by partner organizations and agencies that would like to assist with survey implementation.

The CHC will compile available business license information and Chamber of Commerce member rolls, including mailing addresses and email addresses for businesses within the Study Region. If needed, BAE can also augment the data provided by the CHC with additional information available through Dun and Bradstreet (D&B), at an additional cost. BAE will then prepare a list of up to 400 businesses to invite to participate in the employer survey. BAE will then prepare customized survey packets for distribution to target employers via email and the USPS. Each information packet will include an introductory letter explaining the purpose of the survey and the uses of its data, including assurances of anonymity for all survey responses. The letter will give instructions for a business representative to fill out the employer survey and for the business to distribute the employee survey to its workers. The introductory letter will provide web links for the online employer and employee surveys and will also provide web links to download and print hard copy forms for both the employer and employee surveys, along with instructions to mail or email completed surveys to BAE for processing.

**Attachment A-1 to Agreement Between County of Inyo and BAE Urban Economics
January 28, 2025-June 30, 2026**

In addition to requesting that businesses receiving the survey packets encourage their workers to respond to the employee survey, BAE will also strategize with the CHC to identify methods to publicize the availability of the employee survey through social media channels that would reach local employees independent of their employers. BAE will also work with the CHC to identify the most appropriate timing for administration of the employee survey to optimize the response rates for both year-round and seasonal employees (e.g., avoid the shoulder seasons when some year-round workers leave the area).

Once the survey period (approximately eight weeks) has lapsed, BAE will download all survey responses from the employer and employee surveys. BAE will also enter the data from any completed hard copy surveys returned to BAE via mail or e-mail. Upon completing survey data entry and cleaning, BAE will analyze the data for use in estimating demand for affordable workforce housing. An important goal of the survey work is to better understand the circumstances of workforce households and their housing needs, by income level.

Task 4c: Community Workshops

BAE will facilitate up to three in-person community workshops during Phase I which will be structured as presentations to members of the CHC, but will also be open to the public and will provide the public with opportunities to observe the process, learn from the information being presented, and provide their own input. The exact number of meetings and their locations will be up to the CHC, the proposed budget assumes the following:

Workshop #1 – Formally convene the CHC, provide a summary of the reasons for undertaking this work, introduce the consultant team, review the proposed process, scope of work, and schedule. Introduce the employer and employee surveys and begin soliciting support. BAE recommends holding this workshop shortly after the kickoff meeting, which can be used to coordinate the first workshop.

Workshop #2 – Present an interim update (with detailed slide deck) to the CHC on the Demographic and Economic Trends analysis and the stakeholder interviews. Announce plans for the employer and employee surveys.

Workshop #3 – Present on key findings (with detailed slide deck) from the community outreach interviews, prior CHC workshops, and the employer and employee surveys. Introduce the Phase II process.

Task 4d: Translation Services

For the purposes of facilitating workshops and other community outreach, BAE will provide Spanish language copies of public facing print and presentation materials, such as the survey tools, invitation letters, and presentation slides. The CHC will be responsible for coordinating and absorbing the cost of in-person Spanish language translations at each of the community workshops. BAE will provide Spanish language copies of the executive summaries for the Phase I and Phase II reports. A Spanish language copy of the full-text reports may be prepared upon request at additional cost.

**Attachment A-1 to Agreement Between County of Inyo and BAE Urban Economics
January 28, 2025-June 30, 2026**

Task 5: Estimate and Forecast Housing Needs by Type

BAE will prepare estimates of the order of magnitude of housing demand originating from existing resident, non-resident, and seasonal worker households. These estimates will illustrate the relative magnitude of the mismatch between the available housing stock within the region and the types of housing units that may best suit the needs of the region's workforce. As a result, the estimates should not be interpreted strictly as the number of new units that need to be built, but as the number of units that need to be "made available" to meet the needs of the workforce. For example, a portion of the estimated unmet demand comes from households that live in housing units with inadequate kitchen and plumbing facilities, which are overcrowded, or in households that are significantly overpaying for housing. Therefore, a portion of the estimated unmet demand may be satisfied through programs aimed at residential rehabilitation and towards improving affordability within the existing rental and for-sale housing stock. Nonetheless, a portion of the identified unmet demand, notably the demand from non-resident in-commuter workforce households and households associated with new employment growth, must be satisfied through the provision of new units (e.g., either new construction or conversion of existing second homes).

Task 5a: Estimate Number of Resident Workforce Households

The first step in the process of estimating unmet workforce housing needs is to identify the number of existing resident workforce households. To do this, BAE uses the robust demographic data available through the U.S. Census Bureau Public Use Microdata Sample (PUMS). The PUMS data provide a sample of individual responses to the American Community Survey (ACS) for defined areas of 100,000 or more persons (Public Use Microdata Areas, or PUMAs), which allow the creation of cross-tabulations of data not otherwise available in the published ACS data tables. BAE will use the SPSS statistical software package to generate frequency counts of resident workers by occupation, household size, and combined household income. The data will then be adjusted to account for the number of workers in the Study Region compared to the PUMA analysis area. BAE will then use data from the Quarterly Census of Employment and Wages (QCEW) and the Census Bureau's Non-Employer Statistics, as well as a variety of other potential data sources like the employee and employer survey results, as needed, to adjust and reweight the distribution to align with the occupational employment distribution and household characteristics observed within the Study Region specifically. BAE will then use the resulting adjusted data to convert from resident workers to worker households by income level.

Task 5b: Estimate Number of Seasonal and In-Commuter Workforce Households

The next step is to estimate the number of seasonal workforce households living in the Study Region. This is done based on the total number of resident workers identified based in Task 5A, which represents an annual average. BAE will then adjust the total number of year-round resident workers downward, proportionate to the seasonal fluctuations in employment, to

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estimate the number of off-season resident workforce households, and upwards to estimate the number of peak season resident workforce households, based on QCEW and Census Non-Employer Statistics. The difference between these estimates equals the total number of seasonal workers that live in the Study Region. To estimate the number of households associated with the in-commuter workforce, BAE will apply the region's gross in-commuter rate, based on data from ESCOG and/or the U.S. Census Bureau, to the average annual resident workforce estimates. To convert from workers to workforce households, BAE will apply worker per household, total household size, and household income estimates derived based on the employee survey response data.

Task 5c: Estimate Unmet Workforce Housing Demand by Type

To estimate the anticipated housing demand generated by workforce households of all types, BAE makes the simplifying assumption that each household would occupy the smallest available unit, while simultaneously avoiding overcrowding (i.e., no more than two persons per bedroom, or more than one person per room). While many households prefer housing that is larger than the minimum necessary to avoid overcrowding, to the extent that housing affordability correlates with housing type and size, workforce households that are struggling to locate and secure housing often need to occupy smaller units than they might prefer. The unmet resident workforce housing demand estimates are subsequently based on estimates of total workforce housing demand from year-round resident worker households, multiplied by the proportion of households within each income category that experienced one of the four HUD defined housing problems, as reported in the HUD Comprehensive Housing Affordability Strategy (CHAS) dataset. Unmet seasonal and non-resident workforce housing demand estimates are based the proportion of seasonal and in-commuter survey respondents who indicated their preferred housing type and who would relocate to the Study Area if adequate housing options were made available.

Task 5d: Forecast Future Housing Needs by Type, Size, and Affordability Level

BAE will forecast anticipated future housing needs over the next five to ten years by housing type, household size, and affordability level. To do this, BAE will evaluate jobs by industry forecasts available from the EDD and Caltrans and will convert forecasted workers to forecasted workforce housing demand based on the distribution of workforce households by type (i.e., resident, seasonal, and in-commuter), household size, and income level, based on the distributions matrices compiled in Tasks 5a-d above.

Task 5e: Prepare Housing Need Estimation and Forecasting workbook

As a final subtask under Task 5, BAE will prepare a Microsoft Excel workbook similar to the attached example (see Exhibit D), that will allow the CHC to replicate the methods used for this study for future updates. The workbook will identify where the CHC should enter newly updated data and will identify the appropriate data sources and formats to be used. The

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workbook will also provide aggregations of the workforce housing need estimates by type of need, income level, and housing unit type and size, which may be used to create figures.

Task 6: Housing Funding/Financing Gap Analysis

BAE will prepare a set of tables that compare consumer spending power for housing at different income levels with the cost associated with providing housing. BAE will prepare a table illustrating the maximum rent that can be considered affordable at each income level, assuming 30 percent of income goes to housing with allowances made for utilities. BAE will then calculate the amount of permanent debt that could be supported based on the rent that is affordable at each income level. BAE will also calculate the maximum for-sale home purchase prices that could be considered affordable at each income level based on prevailing mortgage lending terms. BAE will then compare the debt that would be supportable by rental income or the for-sale purchases price at each income level to the cost of providing different types of housing (e.g., single-family homes, ADUs, apartments, condominiums, etc.). The difference between what the consumer can afford to support and the cost of providing housing is known as the financing gap, which would need to be closed through some form of subsidy or cost reduction to make development financially feasible. The financing gap estimates and the housing need estimates, when combined, provide perspective on the order of magnitude cost associated with providing housing sufficient to meet the estimated and forecasted need.

Task 7: Prepare Draft and Final Regional Housing Needs Assessment Report

Concurrent with completion of Tasks 1-6, BAE will prepare a report that summarizes the data collected and identifies key findings. BAE will provide an *Administrative Draft* report to SMR Development for review. Upon receipt of comments, BAE will prepare a *Review Draft* report for circulation to the CHC. Upon receipt of one consolidated set of comments from the CHC, prepared by SMR Development, BAE will revise the *Review Draft* report and prepare a *Final* report for public distribution and use during the action planning process.

Phase II – Eastern Sierra Regional Housing Action Planning Process

Phase II of this scope of work will include preparation of a Regional Housing Action Plan.

Task 10: Facilitate a Regional Housing Action Planning Process

Upon completion of the Phase I research, BAE will facilitate up to three workshops with the CHC to review key findings from the Phase I research and discuss potential policy and program options for both local and regional implementation over a five-year Action Plan timeframe:

Workshop #4 – Discuss the spectrum of potential policy and program solutions that would meet the needs identified through the Phase I research. Receive guidance regarding which approaches may warrant consideration. Gain an understanding of what additional information the CHC members may need in order to build consensus around solutions.

Workshop #5 – Report back on the additional information that was requested by the CHC and receive additional guidance regarding which approaches may warrant inclusion in the draft

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Action Plan. Identify which solutions can be implemented right away, versus those that require additional research and preparation prior to implementation. The CHC will begin to assign roles and responsibilities and to discuss potential funding sources, with BAE serving in a consultation role.

Workshop #6 – Present the Review Draft Regional Housing Action Plan to the CHC and receive comments on the draft. Confirm that consensus of members. Receive public commitments to pursue near-term implementation.

Task 11: Prepare the Eastern Sierra Housing Action Plan

In preparation for the fourth CHC community workshop, BAE will prepare a slide deck summarizing the array of potential policy and program options that may warrant inclusion in the Regional Housing Action Plan. Upon receipt of comments from the CHC, BAE will conduct additional research and will refine the list of potential policy options. Upon completion of the fifth CHC community workshop, BAE will begin preparation of an *Administrative Draft Regional Housing Action Plan* for review by SMR Development. Upon receipt of comments from SMR Development, BAE will prepare a Review Draft Regional Housing Action Plan for review by the CHC and for presentation at a sixth workshop. Upon receipt of one consolidated set of comments from the CHC, prepared by SMR Development, BAE will prepare a Final Regional Housing Action Plan document for public distribution and implementation by the CHC.

Project Budget

BAE will complete the above scope of work on a percent complete basis for a fixed fee of \$193,175, as shown in Table 1 on the following page. Reported hourly rates include personnel and overhead costs, and are subject to revision on or after January 1, 2026. Revision to hourly rates shall not result in an increase in the not-to-exceed project cost, unless otherwise authorized by the client as a result of modifications to this scope of work. Travel costs and other expenses, such as data purchases, are passed through with no markup.

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Table 1: Project Budget

Task	BAE Urban Economics				
	Principal	Director	Associate	Analyst	
	\$320	\$295	\$180	\$125	(a)
<i>hourly rates</i>					
Task 1: Kickoff Meeting and Information Request	2				\$640
Task 2: Review Background Materials	16				\$5,120
Task 3: Identify Current Demographic and Economic Trends	32	6	60	80	\$32,810
Task 4: Community Outreach and Stakeholder Surveys	122		64	28	\$54,060
Task 4a: Real Estate Industry Interviews	30				\$9,600
Task 4b: Employer and Employee Surveys	40		40	16	\$22,000
Task 4c: Community Workshops	48			12	\$16,860
Task 4d: Translation Services	4		24		\$5,600
Task 5: Estimate and Forecast Housing Needs by Type	44	42	0	20	\$28,970
Task 5a: Estimate Number of Resident Workforce households	4	16		4	\$6,500
Task 5b: Estimate Number of Seasonal and In-Commuter Households	8	8		2	\$5,170
Task 5c: Estimate Unmet Workforce Housing Demand by Type	8	8		4	\$5,420
Task 5d: Forecast Future Housing Needs by Type	8	6		2	\$4,580
Task 5e: Prepare Housing Need Estimation and Forecasting Workbook	16	4		8	\$7,300
Task 6: Housing Funding/Financing Gap Analysis	2		8		\$2,080
Task 7: Prepare Draft and Final Regional Housing Needs Assessment Report	40	6	16	16	\$19,450
Task 8: Facilitate a Regional Housing Action Planning Process	88			16	\$30,160
Task 9: Prepare the Eastern Sierra Housing Action Plan	40	4		16	\$15,980
Reimbursable Expenses					\$3,905
Data Purchase and Subscriptions					\$2,000
Travel (e.g., mileage, accommodations, etc.)(b)					\$1,905
Total, All Line Items	\$123,520	\$17,110	\$26,640	\$22,000	\$193,175

**Attachment: 2024 Insurance Requirements for
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work 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.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **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.
5. **Abuse/Molestation Liability** (Sexual assault and misconduct): Coverage with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. *(Provision waived if contract excludes direct service to minors, this is persons under the age of 18 years, or other vulnerable populations.)*
6. **Cyber Liability** insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses. *(Provision waived if contract excludes access, maintenance, or transmission of client or County medical, financial, or personnel records.)*

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:

**Attachment: 2024 Insurance Requirements for
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

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.

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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.

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. The 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 Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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.

**Attachment: 2024 Insurance Requirements for
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

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. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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.