



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

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](mailto:boardclerk@inyocounty.us). (2) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (3) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

### REGULAR MEETING

March 25, 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 Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Assistant County Counsel Grace Weitz, Amanda Philips, Jack Hughes, and Anna Scott.
- 3) **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Public Works Director.

## **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) Introductions** -The following new employees will be introduced to the Board:
    - **Assessor's Office:** Assessment Analyst Jaime Cervenka
    - **Health & Human Services:** Administrative Secretary II Torrey Bartholomew, Office Technician II Jade Fleer, HHS Specialist IV Holly Katwan, Behavioral Health Clinician Trainee Jared Nilsson, and Employment and Training Worker Laura Turner
    - **Sheriff's Office:** Office Technician III Stephanie Bowman, Deputy Sheriff Trainee Karleen Moran, and Deputy Sheriff Trainee Jacob Carl Waldt
  - 7) Public Comment**  
Comments may be time-limited
  - 8) County Department Reports**

## **CONSENT AGENDA**

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

- 9) Approval of Minutes from the March 11, 2025 Board of Supervisors Meeting**  
Clerk of the Board | Assistant Clerk of the Board  
  
**Recommended Action:**  
Approve the minutes from the regular Board of Supervisors meeting of March 11, 2025.
- 10) Adjustments to 2025 Board of Supervisors Meeting Calendar**  
Board of Supervisors | Nate Greenberg  
  
**Recommended Action:**  
Approve the following adjustments to the 2025 Board Meeting Calendar:
  - A) Move the location of the April 8, 2025 meeting from Tecopa, CA back to 224 N. Edwards St., Independence, CA;
  - B) Cancel the April 29, 2025 meeting; and
  - C) Schedule a special meeting on May 6, 2025 in Tecopa in place of the originally scheduled April 8 meeting.



**11) Possible Support of Low-Impact Camping Legislation**

County Administrator | Nate Greenberg

**Recommended Action:**

Approve a letter of support for Assembly Bill 518, the Low Impact Camping Areas Act of 2025, and authorize the Chairperson to sign.

**12) California Emerging Technologies Fund Best Practices Consortia Support Grant**

County Administrator | Scott Armstrong

**Recommended Action:**

Approve the agreement between the County of Inyo and the California Emerging Technologies Fund (CETF) of Concord, CA to accept a CETF grant of \$10,000 on behalf of the Eastern Sierra Regional Broadband Consortium (Inyo County and Mono County) to support Regional Broadband Consortia participation in the Local Government Best Practices Check List Project Learning Community in Fiscal Year 2024-2025, effective upon signing through June 30, 2025, and authorize the County Administrative Officer to sign.

**13) Fiscal Year 2025-2028 UC Davis Sole-Source Contract**

Health & Human Services - Social Services | Anna Scott

**Recommended Action:**

- A) Declare the Regents of UC Davis of Davis, CA a sole-source provider of training services;
- B) Approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in amount not to exceed \$355,725.00 for the period of July 1, 2025 through June 30, 2028, contingent upon the Board's adoption of future budgets; and
- C) Authorize the Chairperson to sign.

**14) Fiscal Year 2025-2026 Inyo County Office of Education (ICOE) Contract**

Health & Human Services - Social Services | Morningstar Willis-Wagoner

**Recommended Action:**

- A) Declare Inyo County Office of Education of Bishop, CA a sole-source provider of Stage 1 CalWORKS Child Care Services;
- B) Approve the contract between the County of Inyo and Inyo County Office of Education for the provision of Stage 1 CalWORKS Child Care Services in an amount not to exceed \$170,000.00 for the period of July 1, 2025 to June 30, 2026, contingent upon the Board's approval of the Fiscal Year 2025-2026 Budget; and
- C) Authorize the Chairperson to sign.

**15) Fiscal Year 2025-2027 Exemplar Analytics Corp Contract**

Health & Human Services - Social Services | Morningstar Willis-Wagoner

**Recommended Action:**

- A) Declare Exemplar Analytics Corp of Austin, TX a sole-source provider of customized Social Service reporting tools and services;

- B) Approve the agreement between the County of Inyo Exemplar Analytics Corp of Austin, TX for the provision of customized Social Service reporting tools and services in an amount not to exceed \$120,000.00 for the period of July 1, 2025 to June 30, 2027, contingent upon the Board's approval of future budgets; and
- C) Authorize the Chairperson to sign.

**16) California Public Health Workforce Career Ladder Amendment**

Health & Human Services - Health/Prevention | Anna Scott

**Recommended Action:**

Ratify and approve Amendment A1 to Agreement No. 22-1130 between the County of Inyo and California Department of Public Health for the provision of Public Health Workforce Career Ladder Education and Development, increasing the amount of the contract from \$72,573 to \$246,698 for the period of February 1, 2022 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the County Administrative Officer to sign.

**17) Business, Consumer Services, and Housing Agency Agreement for Homeless Housing, Assistance, and Prevention Program Round 5 Funding**

Health & Human Services - Fiscal | Melissa Best-Baker

**Recommended Action:**

Approve the agreement between the County of Inyo and the Business, Consumer Services and Housing Agency (BCSH) of the State of California Department of General Services for the provision of Homeless Housing, Assistance, and Prevention Program Round 5 (HHAP 5) in an amount not to exceed \$247,950.12 for the period commencing upon BCSH approval of agreement through June 30, 2029, and authorize the Health & Human Services Director to sign the standard agreement, initial designated pages of Exhibits A-F, and sign and submit the HHAP 5 HPD Request for Funds Form.

**18) Approval of Contracts between the County of Inyo and Bishop Waste Disposal and the County of Inyo and Preferred Septic Disposal**

Public Works - Parks & Recreation | Michael Errante

**Recommended Action:**

- A) Approve the contract between the County of Inyo and Madera Disposal Systems Inc., dba Bishop Waste Disposal of Bishop, CA, as a sole-source provider of waste hauling in the North County Parks and Campgrounds, in an amount not to exceed \$85,628.00 for the period of July 1, 2025 through June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign; and
- B) Approve the contract between the County of Inyo and Preferred Septic and Disposal of Bishop, CA as a sole-source provider of waste hauling in the South County Parks and Campgrounds, in an amount not to exceed \$105,595.80 for the period of July 1, 2025 through June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

**19) Inyo County Road Department's 2025 Cold Mix Asphalt Purchase for Road Repair**

Public Works | Michael Errante

**Recommended Action:**

A) Declare Road and Highway Builders, LLC of Reno, NV, the successful bidder for 1,370 Tons of Cold Mixed Asphalt per Bid No. RD24-02; and B) Authorize the purchase of said cold mixed asphalt in an amount not to exceed \$304,232.13.

**20) Tunnel Aircamp Hangar Lease**

Public Works | Ashley Helms

**Recommended Action:**

Approve the lease agreement between the County of Inyo and Friends of the Lone Pine Airport of Lone Pine, CA for the real property described as the Tunnel Aircamp Hangar, for the period of March 25, 2025 through March 24, 2028, and authorize the Public Works Director to sign.

**21) Agreement between the County of Inyo and the Drug Enforcement Administration (DEA)**

Sheriff | Tim Bachman

**Recommended Action:**

Ratify and approve the agreement between the County of Inyo and Drug Enforcement Administration (DEA) of the United States Department of Justice (DOJ) for the provision of illicit cannabis eradication and suppression funding in an amount not to exceed \$20,000 for the period of October 1, 2024 through September 30, 2025, contingent upon the Board's approval of the Fiscal Year 2025-2026 Budget, and authorize the Sheriff or designee to sign the relevant documentation.

## **REGULAR AGENDA**

**22) Film Commission Written Report**

County Administrator - Economic Development | Jesse Steele  
10 minutes

**Recommended Action:**

Receive a written report on film activity in Inyo County from Film Commissioner Jesse Steele.

**23) Property Tax Management System Taskforce Update**

County Administrator - Information Services | Amy Shepherd, David Stottlemire, Christie Martindale, Noam Shendar  
15 minutes (10min. Presentation / 5min. Discussion)

**Recommended Action:**

Receive an update from the Property Tax Management System Taskforce.

**24) Inyo County Disclosure Statement Filing Requirement Presentation**

Clerk-Recorder | Danielle Sexton  
20 minutes (5min. Presentation / 15min. Discussion)

**Recommended Action:**

Following the presentation on the Inyo County Disclosure Statement filing requirement and public access to filed forms with the Clerk Recorder's Office, the Board may provide recommendations and any insight regarding the services presented.

**25) Change in Authorized Strength - Auditor-Controller**

County Administrator - Personnel | Keri Oney, Amy Shepherd  
5 minutes

**Recommended Action:**

- A) Change the Authorized Strength in the Auditor-Controller's Office by adding one (1) Payroll Analyst I-III Grade 10-12 (\$5,445.16 - \$7,799.91) and deleting one (1) Payroll Manager Grade 16 (\$7,297.04 - \$9,480.84); and
- B) Reclassify one (1) Management Analyst Grade 16 (\$7,297.04 - \$9,480.84) to a Senior Management Analyst Grade 18 (\$8,044.98 - \$10,452.62).

**26) Update to Resolution for Management Employees**

County Administrator - Personnel | Keri Oney  
5 minutes

**Recommended Action:**

Rescind Resolution No. 2024-45 and approve Resolution No. 2025-09 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms and Conditions of Employment for Management Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede Any prior Resolutions Pertaining to That Subject to the Extent They Are Inconsistent," effective March 25, 2025, and authorize the Chairperson to sign.

**27) Personal Services Contract - Assistant Auditor-Controller**

County Administrator - Personnel | Keri Oney  
5 minutes

**Recommended Action:**

- A) Approve the contract between the County of Inyo and Kortni Girardin for the provision of personal services as the Assistant Auditor-Controller at Grade 20, Step C, \$9,678.41 per month effective March 27, 2025, and authorize the Chairperson to sign; and
- B) Direct staff to update the publicly available pay schedule accordingly.

**28) Personal Services Contract Amendment No. 1 - Senior Deputy District Attorney**

County Administrator - Personnel | Keri Oney  
5 minutes

**Recommended Action:**

- A) Ratify and approve Amendment #1 to the contract between the County of Inyo and David Christensen for the provision of personal services as the Senior Deputy District Attorney at Grade 24, Step E, \$12,836.93 per month effective January 2, 2025, and authorize the Chairperson to sign; and
- B) Direct staff to update the publicly available pay schedule accordingly.

**29) Establishment of Legal Intern Classification**

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

**Recommended Action:**

- A) Approve the establishment of a new classification of Legal Intern; and B) approve the Legal Intern job description

**30) Consideration and Adoption of California's Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience**

County Administrator | Nate Greenberg  
15 minutes (5min. Presentation / 10min. Discussion)

**Recommended Action:**

Adopt "California's Joint Strategy for Sustainable Outdoor Recreation & Wildfire Resilience," as published by The California Wildfire and Forest Resilience Task Force as a guiding document in the County's effort for resource protection, community investment, and public safety.

**ADDITIONAL PUBLIC COMMENT & REPORTS**

**31) Public Comment**

Comments may be time-limited

**32) Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects



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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-195

### Approval of Minutes from the March 11, 2025 Board of Supervisors Meeting

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 March 11, 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](http://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 Israel

Darcy Israel

Created/Initiated - 3/12/2025

Final Approval - 3/12/2025

**ATTACHMENTS:**

1. Draft March 11, 2025 Minutes

# MINUTES



## County of Inyo Board of Supervisors

**March 11, 2025**

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:32 a.m., on March 11, 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: Assistant County Administrator Denelle Carrington, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel.

***Closed Session  
Public Comment***

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

***Closed Session***

Chairperson Marcellin recessed open session at 8:33 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): 1 case; No. 3 **Public Employment – Pursuant to Government Code §54957** – Title: Public Defender; and No. 4 **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 Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Assistant County Counsel Grace Weitz.

***Open Session***

Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 10:14 a.m. with all Board members present.

***Report on Closed Session***

County Counsel Vallejo reported that no action was taken during closed session that is required to be reported.

***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 Lauralyn Hundley and Oscar Maciel with the union representing In-Home Support Services workers.

***County Department Reports***

Public Works Director Mike Errante reported his department received a state Highway Safety Improvement Program grant of \$466,000 for 2.8 miles of Trona Wildrose Road. He added that Public Works will be participating in the April 23 Career Day at Big Pine Schools.

Clerk-Recorder-Registrar of Voters Danielle Sexton reported on new election resources available on her website.

***Clerk of the Board – Approval of Minutes***

Moved by Supervisor Orrill and seconded by Supervisor Roeser to approve the minutes from the regular Board of Supervisors meeting of February 25, 2025. Motion carried unanimously.

***CAO-Personnel – Non-Represented Employees/ Reso. No. 2025-07***

Moved by Supervisor Orrill and seconded by Supervisor Roeser to rescind Resolution No. 2024-39 and approve Resolution No. 2025-07 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms and Conditions of Employment for Non-Represented Employees Employed in the Several Offices



or Institutions of the County of Inyo, Which Shall Supersede any Prior Resolution Pertaining to that Subject to the Extent They are Inconsistent," effective February 27, 2025, and authorize the Chairperson to sign. Motion carried unanimously.

***County Counsel –  
GBUAPCD Contract***

Moved by Supervisor Orrill and seconded by Supervisor Roeser to approve the contract between the County of Inyo and the Great Basin Unified Air Pollution Control District for the provision of legal services in an amount not to exceed \$25,000 per year for the period of April 1, 2024 through termination, and authorize the Chairperson to sign. Motion carried unanimously.

***HHS-Behavioral  
Health –  
MHP Performance  
Agreement  
Amendment***

Moved by Supervisor Orrill and seconded by Supervisor Roeser to approve Amendment No. 21-10084 A2 to the Mental Health Plan (MHP) Performance Agreement between the County of Inyo and the State of California's Department of Health Care Services (DHCS), for the provision of county mental health services extending the term end date from June 30, 2025 to June 30, 2026, and authorize the Health and Human Services Director to sign the Performance Contract 21-10084 A2 and Contract Certification Clause via DocuSign. Motion carried unanimously.

***Public Works-  
Recycling & Waste  
Management –  
Solid Waste Fee  
Waiver***

Moved by Supervisor Orrill and seconded by Supervisor Roeser to waive the Solid Waste disposal and gate fees for the Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department event, Saturday, April 26, 2025. Motion carried unanimously.

***Public Works-Road  
Department –  
Cold Mix Asphalt  
Purchase***

Moved by Supervisor Orrill and seconded by Supervisor Roeser to:

- A) Declare Holcim - SWR, Inc. of Las Vegas, NV, the successful bidder for 440 Tons of Cold Mixed Asphalt per Bid No. RD24-03 in the total amount not to exceed \$65,230.00; and
- B) Authorize issuance of a purchase order payable to Holcim - SWR, Inc. in an amount not to exceed \$65,230.00.

Motion carried unanimously.

***Public Works-Road  
Department –  
Crack Fill Sealant  
Material & Rent  
Application Equipment  
Purchase***

Moved by Supervisor Orrill and seconded by Supervisor Roeser to authorize a purchase order in an amount not to exceed \$96,393.94, payable to CRAFCO of Chandler, AZ for a 6-month Rental - Supershot 125D Kettle and 90,000 pounds of RoadSaver Low Tack Sealant. Motion carried unanimously.

***CAO –  
Business Resource  
Center Sublease  
Agreement***

Supervisor Roeser asked that the agenda item be pulled from Consent to the Regular Agenda for discussion. She said she had hoped that the Business Resource Center would have local partners to help cover costs, and asked questions about ongoing expenses.

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the sublease agreement between the County of Inyo and Sierra Business Council for the real property described as 269 N. Main Street, Bishop, in an amount not to exceed one dollar (\$1.00) per month for the period of February 11, 2025 through November 30, 2031, and authorize the Chairperson to sign. Motion carried unanimously.

***Public Works-Road  
Department –  
Whitney Portal Culvert  
IV Project***

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

- A) Amend the Fiscal Year 2024-2025 Road Budget (034600) as follows: increase appropriation in Construction in Progress #5700 by \$590,000 (4/5ths vote required);
- B) As authorized by Public Contract Code section 20395(d), find that cavitation beneath the road surface from a compromised corrugated metal pipe (CMP) on Whitney Portal Road necessitates immediate action to safeguard the road such that following standard competitive bidding procedures would not be in the public interest;
- C) Approve the contract with Spiess Construction in the amount of \$590,000 to perform the necessary emergency repairs on Whitney Portal Road and authorize the Chairperson to sign; and
- D) Authorize the Public Works Director to sign and submit an application for a Regional

General Permit 63 for Emergency Repair and Protection Activities to the Lahontan Regional Water Quality Control Board for this project.  
Motion carried unanimously.

*Public Works-Airports – Friends of the Lone Pine Airport Presentation* Anna Montgomery and Karen Atkinson from Friends of the Lone Pine Airport gave a presentation on the group's activities over the last 15 months and discussed upcoming projects and goals.

*Planning Department – Ordinance 1316 (Density Bonus Overlay)* Senior Planner Danielle Visuano introduced a proposed ordinance to update Title 18 of the Inyo County Code to reflect the changes and requirements of the State's Density Bonus Law, of which there has been a significant amount since the County adopted its last Density Bonus Overlay ordinance.

Chairperson Marcellin opened the public hearing at 11:30 a.m. and, with nobody wishing to speak, closed the public hearing at 11:30 a.m.

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

- A) Find the adoption of the ordinance is not considered a project under the California Environmental Quality Act pursuant to Government Code section 15061(b)(3); and
- B) Adopt proposed Ordinance 1316 titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Inyo County Code Chapter 18.65 pertaining to DB Districts - Density Bonus Overlay."

Motion carried unanimously.

*CAO – CSAC Foundation Contract* Moved by Supervisor Griffiths and seconded by Supervisor Roeser to ratify and approve the agreement between the County of Inyo and the California State Association of Counties (CSAC) of Sacramento, CA, for the provision of grant strategy and assistance services in an amount not to exceed \$50,000 for the period of February 1, 2025 through January 31, 2026, and authorize the County Administrator to sign.

*Planning Department – 2024 General Plan Annual Report* The Board received a presentation from Senior Planner Danielle Visuano regarding the 2024 General Plan Annual Progress Report. Moved by Supervisor Griffiths and seconded by Supervisor Roeser to accept the report and direct staff to submit it to the Department of Housing and Community Development and the State Office of Planning and Research. Motion carried unanimously.

*Clerk-Recorder-Registrar of Voters – New Legislation Update* Clerk-Recorder-Registrar of Voters Danielle Sexton reviewed for the Board legislation passed in 2024 that impacts Clerk-Recorder and Elections operations.

*CAO – ESCOG/Wildfire Preparedness Coordination Services MOU* Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve and authorize the Chairperson to sign the Agreement between Inyo County and the Eastern Sierra Council of Governments for the purposes of wildfire preparedness services.

*CAO – Item Postponed* The following agenda item was postponed to a future meeting:

**24) Consideration and Adoption of California's Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience**

County Administrator | Nate Greenberg

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

**Recommended Action:**

Adopt "California's Joint Strategy for Sustainable Outdoor Recreation & Wildfire Resilience," as published by The California Wildfire and Forest

Resilience Task Force as a guiding document in the County's effort for resource protection, community investment, and public safety.

***Public Comment***

Chairperson Marcellin asked for public comment related to items not calendared on the agenda and comment was made by Treasurer-Tax Collector Christie Martindale.

***Board Member & Staff Reports***

Supervisors Orrill and Griffiths reported on recent and upcoming meetings they have attended and will be attending, including the recent National Association of Counties Legislative Conference.

***Adjournment***

The Chairperson adjourned the meeting at 12:15 p.m. to 8:30 a.m. Tuesday, March 25, 2025, in the County Administrative Center in Independence.

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Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG  
Clerk of the Board*

by: \_\_\_\_\_  
*Darcy Israel, Assistant*



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COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-187

### Adjustments to 2025 Board of Supervisors Meeting Calendar

#### Board of Supervisors

ACTION REQUIRED

#### ITEM SUBMITTED BY

Clerk of the Board

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

#### RECOMMENDED ACTION:

Approve the following adjustments to the 2025 Board Meeting Calendar:

A) Move the location of the April 8, 2025 meeting from Tecopa, CA back to 224 N. Edwards St., Independence, CA;

B) Cancel the April 29, 2025 meeting; and

C) Schedule a special meeting on May 6, 2025 in Tecopa in place of the originally scheduled April 8 meeting.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The 2025 Board of Supervisors meeting calendar adopted by the Board in December includes a traditional spring-time meeting in Southeast Inyo County scheduled for April 8. It has come to staff's attention that a national organization will be having a conference in the area and has booked the lodging that would otherwise be available to the Board and County staff. Staying overnight in nearby Pahrump, NV is an option, but it's preferable to keep Inyo County tax dollars in Inyo County.

Staff has identified May 6 as a potential replacement date for the Tecopa meeting. The Board must decide whether it wants to keep the April 8 Tecopa meeting on the calendar, relocate the meeting to its Board Chambers in Independence, or cancel it altogether. The Board must also decide if it wants to reschedule the Tecopa meeting to May 6, or forgo a spring visit in favor of the one scheduled for fall on October 21. If the Board agrees to schedule the May 6 meeting, then it is recommended that the Board cancel the April 29 meeting.

#### FISCAL IMPACT:

There are no fiscal impacts associated with this agenda item.

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

Your Board may decline to relocate the April 8 and/or reschedule the annual Southeast Inyo visit to May 6. The Board may also opt to cancel the April 8 meeting outright.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

**STRATEGIC PLAN ALIGNMENT:**

**High Quality Services** | Improved Access to Government

**APPROVALS:**

Darcy Israel	Created/Initiated - 3/13/2025
Darcy Israel	Approved - 3/13/2025
John Vallejo	Approved - 3/13/2025
Nate Greenberg	Final Approval - 3/16/2025

**ATTACHMENTS:**

1. 2025 Board Meeting Calendar - Revised 01.17.25



# 2025 Board Meeting Calendar

Meeting	Cutoff to Get on Agenda (5 p.m.)	Completion Deadline (5 p.m.)	Agenda Publication
January 7, 2025	12/23/24	12/26/24	12/30/24*
January 14, 2025 – Special Meeting (TTC Interviews)	N/A	01/06/25	01/09/25
January 21, 2025	01/06/25	01/13/25	01/16/25
January 28, 2025	DARK		
February 4, 2025	DARK		
February 11, 2025	01/23/25	01/30/25	02/04/25
February 18, 2025	DARK		
February 25, 2025 (Mid-Year Budget)	02/06/25	02/13/25	02/18/25
March 4, 2025	DARK (NACo Legislative Conference March 1-4, 2025 – Washington, D.C.)		
March 11, 2025	02/20/25	02/27/25	03/04/25
March 18, 2025	DARK		
March 25, 2025	03/06/25	03/13/25	03/18/25
April 1, 2025	DARK		
April 8, 2025 – Southeast Inyo Meeting	03/20/25	03/27/25	04/01/25
April 15, 2025	03/31/25	04/07/25	04/10/25
April 22, 2025	DARK (CSAC Legislative Conference April 23-25 – Sacramento)		
April 29, 2025	04/10/25	04/17/25	04/22/25
May 6, 2025	DARK		
May 13, 2025 (3 <sup>rd</sup> Quarter Financial Review)	04/24/25	05/01/25	05/06/25
May 20, 2025	DARK		
May 27, 2025	05/08/25	05/15/25	05/20/25
June 3, 2025	DARK		
June 10, 2025 (Prelim. FY 25-26 Budget)	05/22/25	05/29/25	06/03/25
June 17, 2025	DARK		
June 24, 2025	06/05/25	06/12/25	06/17/25
July 1, 2025	DARK		
July 8, 2025	06/19/25	06/26/25	07/01/25
July 15, 2025	DARK (NACo Annual Conference July 11-14, 2025 – Philadelphia)		
July 22, 2025	07/03/25	07/10/25	07/15/25
July 29, 2025	DARK		
August 5, 2025	07/17/25	07/24/25	07/29/25
August 6, 2025 – Budget Workshop	N/A	07/24/25	07/29/25
August 12, 2025	DARK		
August 19, 2025	07/31/25	08/07/25	08/12/25
August 26, 2025	DARK		
September 2, 2025	08/14/25	08/21/25	08/26/25
September 9, 2025 – Budget Hearings	08/25/25	09/01/25	09/04/25
September 16, 2025	DARK (RCRC Annual Conference September 17-19, 2025 – Placer County)		
September 23, 2025 – Budget Approvals	09/04/25	09/11/25	09/16/25
September 30, 2025	DARK		
October 7, 2025	09/18/25	09/25/25	09/30/25
October 14, 2025	DARK		
October 21, 2025 – Southeast Inyo Meeting	10/02/25	10/09/25	10/14/25
October 28, 2025	DARK		
November 4, 2025	10/16/25	10/23/25	10/28/25
November 11, 2025	VETERAN'S DAY HOLIDAY		
November 18, 2025	10/30/25	11/06/25	11/12/25
November 25, 2025	DARK		
December 2, 2025	DARK (CSAC Annual Meeting December 1-5, 2025 – Santa Clara County)		
December 9, 2025	11/20/25	11/26/25	12/02/25
December 16, 2025	12/01/25	12/08/25	12/11/25
December 23, 2025	DARK (Holiday)		
December 30, 2025	DARK (Holiday)		
January 6, 2026	12/30/25	12/26/25	12/30/26
January 13, 2026	DARK		
January 20, 2026	01/04/26	01/08/26	01/13/26
January 27, 2026	DARK		

\*Earlier deadline due to holiday



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-188

### Possible Support of Low-Impact Camping Legislation

#### County Administrator

ACTION REQUIRED

#### ITEM SUBMITTED BY

County Administrator

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

#### RECOMMENDED ACTION:

Approve a letter of support for Assembly Bill 518, the Low Impact Camping Areas Act of 2025, and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

California state law currently states that camping areas of any type with two or more campsites need a permit to operate through the CA Department of Community and Housing Development (HCD) in addition to a local land-use permit offered by the county or municipal government. The law that governs campgrounds – the Special Occupancy Parks Act (SOPA) – was designed specifically to regulate and permit large commercial campgrounds, RV parks, and mobile home developments – not small, low-impact campsites on a farm, ranch, or rural private land. The process of getting a permit through HCD can take years and cost tens of thousands of dollars, which means that landowners who want to offer limited camping on their properties – even those who get approved at the local level – are effectively priced out of doing so.

AB 518 creates a new category of camping in SOPA for “low-impact camping areas” (LICAs) and introduces a new framework for this type of land use that differentiates it from large-scale commercial campgrounds. If camping areas can meet this new definition of “low impact camping areas,” and exist within a county that authorizes low-impact camping, they would then only need the required local permits and be exempted from additional HCD permitting. The benefits of this differentiation in the code are as follows:

- Affirm local control over land use decisions and low-impact camping on private lands. Land use is primarily a local issue – municipal and county governments know where and how to offer this type of camping safely if they want to do so. AB 518 does not supersede local regulations by allowing or requiring any LICAs without local approval. Should AB 518 become law, local governments do not have to allow LICAs in their area even if they meet the state definition laid out in AB 518. Rather, local governments would have to opt into the state exemption and update their land use codes to govern LICAs as they see fit should they choose to do so.
- Reduce barriers to entry for landowners interested in offering low-impact camping on their properties. As long as they are approved by their local government, landowners would not need to pursue an expensive and time-intensive state permit.
- Support rural economies, agritourism, and agricultural landscapes by creating new revenue streams



for rural landowners, farmers, and ranchers.

- Support California in meeting its goals of providing affordable access to the outdoors and conserving private land and biodiversity.

While AB 518 would have little impact on Inyo County (where there is very little private land and most agricultural lands are owned by the Los Angeles Department of Water and Power), the legislation could have widespread benefits for jurisdictions around the state, particularly as campgrounds close as a result of staffing cuts to federal land management agencies.

#### **FISCAL IMPACT:**

There is no fiscal impact associated with this item.

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

Your Board could ask for changes to the proposed letter, or decline to approve it.

#### **OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

#### **STRATEGIC PLAN ALIGNMENT:**

**Economic Enhancement** | Sustainable Recreation Initiatives

**Economic Enhancement** | Collaborative Regional Economic Development

#### **APPROVALS:**

Darcy Israel	Created/Initiated - 3/17/2025
Darcy Israel	Approved - 3/17/2025
Nate Greenberg	Final Approval - 3/17/2025

#### **ATTACHMENTS:**

1. Letter Supporting AB 518





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL  
ASST. CLERK OF THE BOARD



March 25, 2025

Honorable Matt Haney  
Chair, Assembly Housing and Community Development Committee  
1020 N Street, Room 104  
Sacramento, CA 95814

## RE: AB 518 (Ward) – Low Impact Camping Areas Act – SUPPORT

Dear Chair Haney:

Inyo County is pleased to support Assembly Bill (AB) 518, The Low Impact Camping Areas Act of 2025, which will streamline the permitting process for Low Impact Camping Areas (LICAs) or commercially available campgrounds that are approved by and meet all requirements set by local governments.

Outdoor recreation hit a record high in 2022 with more than 19 million Californians getting outside. California's outdoor recreation economy - one of the state's largest economic drivers - is worth an estimated \$73.8 billion. However, nearly half of all campers report difficulty finding and booking available campsites statewide. Even more, millions of Californians struggle with the high cost of camping, especially in heavily-touristic areas.

Similarly, farmers, ranchers, and rural landowners across the state are struggling with the increased cost of landownership in California. Landowners looking to set up campsites on their property to share it with the public are effectively barred from doing so due to the cost prohibitive and lengthy permitting system at the state level.

The process of getting a permit through CA Department of Community and Housing Development can take years and cost tens of thousands of dollars, which means that landowners who want to offer limited camping on their properties – even those who get approved at the local level – are effectively priced out of doing so.

AB 518, The Low Impact Camping Areas Act of 2025, will help California meet its goals to provide affordable access to the outdoors, conserve land and biodiversity, expand rural economies, and supplement incomes for farmers and ranchers.

For the above reasons, on behalf of Inyo County, we respectfully urge your “YES” vote on AB 518 when it comes before you in the Assembly Housing and Community Development Committee.

Sincerely,

Chairperson Scott Marcellin,  
Inyo County Board of Supervisors



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-170

### California Emerging Technologies Fund Best Practices Consortia Support Grant

County Administrator

ACTION REQUIRED

#### ITEM SUBMITTED BY

Scott Armstrong, Regional Broadband Coordinator

#### ITEM PRESENTED BY

Scott Armstrong, Regional Broadband Coordinator

#### RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and the California Emerging Technologies Fund (CETF) of Concord, CA to accept a CETF grant of \$10,000 on behalf of the Eastern Sierra Regional Broadband Consortium (Inyo County and Mono County) to support Regional Broadband Consortia participation in the Local Government Best Practices Check List Project Learning Community in Fiscal Year 2024-2025, effective upon signing through June 30, 2025, and authorize the County Administrative Officer to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The California Emerging Technologies Fund (CETF) Grant Agreement to Inyo County for participation in the Local Government Best Practices Check List Project Learning Community on behalf of the Inyo-Mono Broadband Consortium (IMBC). This Grant is separate from the \$20,000 CETF Grant provided to the individual Counties for participation in the Learning Community.

The CETF Digital Equity Best Practices Checklist Project includes several jurisdictions across the State and is a collaborative effort to improve digital equity, digital literacy, access to broadband Internet services, and adoption of broadband Internet services. Activities in the Best Practices Checklist include coordinating broadband-related policies, plans, and technology purchase strategies within the jurisdiction, and providing online information and services to increase the relevance of technology to consumers.

The grant requires participation in three Learning Community Workshops (September 25, 2024, February 20, 2025, and April 24, 2025). The grant work also includes planning presentations and recruiting local government speakers, leading and facilitating discussions for small group conversations, and preparing summary notes.

Grant payments will be made in three installments: 50% (\$5,000) upon returning assigned Grant Agreement; 40% (\$4,000) upon completion of 2nd Learning Community and submission of summary notes; and 10% (\$1,000) upon conclusion of the Project and submission of the Final Report accepted by CETF.

The work for this grant will be conducted by or coordinated by Scott Armstrong, Regional Broadband

Coordinator.

These activities are separate and distinct from the Inyo-Mono Broadband Consortium activities, which are funded by the California Advanced Services Fund Rural and Urban Regional Broadband Consortia Grant, and there is no overlap or duplication of activities and grant funds.

**FISCAL IMPACT:**

<b>Funding Source</b>	Grant Funded -- CETF Digital Equity Best Practices Project	<b>Budget Unit</b>	010200
<b>Budgeted?</b>	No - this revenue will be recognized during Third Quarter	<b>Object Code</b>	4498
<b>Recurrence</b>	One-Time Award - Fiscal Year 2024-2025.	<b>Sole Source?</b>	n/a

**If Sole Source, provide justification below**

**Current Fiscal Year Impact**

\$10,000 through June 30, 2025.

**Future Fiscal Year Impacts**

n/a

**Additional Information**

Grant Payments will be made in 3 installments: 50% (\$5,000) upon returning a signed Grant Agreement; 40% (\$4,000) upon completion of 2nd Learning Community and submission of summary notes; and 10% (\$1,000) upon conclusion of the Project and submission of the Final Report accepted by CETF. This funding will offset salaries and benefits for the Regional Broadband Coordinator position.

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

Your Board could choose not to accept this grant, resulting in the County not participating in a collaborative effort to incorporate strategies and approaches to improve Digital Equity in our County. This is not recommended as the grant would fund the staff time needed to participate in the CETF Digital Equity Best Practices activities.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

**Economic Enhancement** | Collaborative Regional Economic Development

**APPROVALS:**

Scott Armstrong	Created/Initiated - 3/4/2025
Darcy Israel	Approved - 3/4/2025
Scott Armstrong	Approved - 3/4/2025
Denelle Carrington	Approved - 3/5/2025
John Vallejo	Approved - 3/6/2025
Amy Shepherd	Approved - 3/10/2025
Nate Greenberg	Final Approval - 3/17/2025

**ATTACHMENTS:**

1. CETF Best Practices Check List Grant Agreement

**CHAIR****Renée P. Martinez**President Emeritus  
Los Angeles City College**VICE CHAIR****Darrell J. Stewart**Retired Public Sector Manager  
Intel, America**TREASURER-CFO****Rich Motta**Retired Vice President  
AT&T**SECRETARY****Carlos Ramos**Principal Consultant  
Maestro Public Sector  
Former California CIO**Jeff Campbell**Senior Vice President  
and Chief Government Strategy Officer  
Cisco Systems, Inc.**The Honorable Martha M. Escutia**Former California State Senator  
Vice President Government Relations  
and Special Counsel  
University of Southern California**Frances Marie Gipson, Ph.D.**Clinical Professor of Education  
and Director, Urban Leadership Program  
School of Educational Studies  
Claremont Graduate University**Jim Kirkland**Senior Vice President, External Affairs  
Trimble Inc.**Tim McCallion**Retired President – West Region  
Verizon**Lenny Mendonca**Former Chief Economic and Business  
Advisor for Governor Newsom  
Senior Partner Emeritus, McKinsey & Co.**Shireen Santosham**Executive Director  
Nextdoor Kind Foundation  
Head of Social Impact, Nextdoor**Barb Yellowlees**Telehealth Expert  
Consultant**CHAIR EMERITUS****Barbara O'Connor, Ph.D.**Professor Emeritus  
California State University, Sacramento  
Retired, National Board of Directors AARP**PRESIDENT AND CEO****Sunne Wright McPeak****CALIFORNIA EMERGING TECHNOLOGY FUND**  
[www.cetfund.org](http://www.cetfund.org)**Official Mailing Address****P.O. Box 5897****Concord, California 94524****2151 Salvio Street, Suite 252****Concord, California 94520****415-744-CETF (2383)****714 West Olympic Boulevard, Suite 924****Los Angeles, California 90015-4133****213-443-9952**

December 1, 2024

Mr. Scott Armstrong  
Regional Broadband Coordinator  
County of Inyo  
1360 N. Main Street  
Bishop, California 93514

Email: [sarmstrong@inyocounty.us](mailto:sarmstrong@inyocounty.us)  
Telephone: (760) 878-8006  
EIN: 95-6005445

Dear Scott:

This is a Grant Agreement between the California Emerging Technology Fund (CETF) and County of Inyo on behalf of the Eastern Sierra Regional Broadband Consortium (RBC) for CETF to provide a Grant of \$10,000 to support the RBC participation in the Local Government Best Practices Check List Project Learning Community. This Grant is in addition to the \$20,000 Grants awarded to Inyo County and Mono County to participate in the Local Government Best Practices Check List Learning Community.

You shall be responsible for the following Scope of Work and Deliverables:

- Attend and participate in 3 Learning Community Workshops, including: help plan presentations and recruit Local Government speakers, lead and facilitate discussions for small group conversations, and prepare summary notes.
  - Wednesday, September 25, 2024 – 1PM-4PM
  - Thursday, February 20, 2025 – 9AM-Noon
  - Thursday, April 24, 2025 – 9AM-Noon
- Ensure participation by Inyo and Mono Counties in the Learning Community Workshops, including reminding them, reinforcing meeting notices, convening jurisdictions as appropriate, and following up if there are changes in personnel assigned by the jurisdiction
- Review Final Reports and updated Best Practices Check Lists from your Local Governments and prepare observations, lessons learned, assessment of impact of the Project, and recommendations (using a CETF template).

**Grant Payment Schedule**

Grant Payments will be made in 3 installments: 50% (\$5,000) upon returning a signed Grant Agreement; 40% (\$4,000) upon completion of 2nd Learning Community and submission of summary notes; and 10% (\$1,000) upon conclusion of the Project and submission of the Final Report accepted by CETF.



### General Provisions

As a Grantee, Inyo County (Grantee) and the Eastern Sierra Regional Broadband Consortium (RBC) shall not be covered by CETF employer benefits, workers' compensation or other insurance policies. Grantee and RBC shall indemnify and hold harmless CETF, its present and future Officers, Directors, employees and agents to the fullest extent by law for any and all claims, liabilities, losses and expenses, including reasonable attorney's fees, directly, indirectly, wholly, or partially arising from or in connection with any negligent act or omission by Grantee or RBC.

Grantee and RBC may not use CETF funds to carry on propaganda or otherwise attempt to influence legislation within the meaning of the Code of Federal Regulations, Internal Revenue Service, Department of the Treasury Section 53.4945(d)(1) unless explicitly approved by CETF. Further, it is our intent and understanding that nothing herein violates any law, regulation or code of ethics.

This Grant Agreement may be terminated by either party with 10 working days written notice, which may first be communicated by email followed by written signed correspondence. You shall not perform services nor incur additional expenses as of the date of the email or written notice.

If this Grant Agreement is acceptable to you, please sign and return to CETF. We look forward to continuing to work together to close the Digital Divide, promote Digital Inclusion, and achieve Digital Equity in California.

Sincerely,



Sunne Wright McPeak  
President and CEO

Accepted on behalf of Inyo County for the  
Eastern Sierra Regional Broadband Consortium:

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Signature

---

Date

---

Name (Print)

---

Title



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-86

### Fiscal Year 2025-2028 UC Davis Sole-Source Contract Health & Human Services - Social Services ACTION REQUIRED

#### ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

#### ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

#### RECOMMENDED ACTION:

- A) Declare the Regents of UC Davis of Davis, CA a sole-source provider of training services;
- B) Approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in amount not to exceed \$355,725.00 for the period of July 1, 2025 through June 30, 2028, contingent upon the Board's adoption of future budgets; and
- C) Authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County is part of a training consortium made up of approximately forty small and medium sized counties. The consortium pools State Social Services training funds and has a long-standing relationship with UC Davis Extension to develop and provide targeted training to address the needs of Social Services employees in those counties. UC Davis maintains evidence-based practice research, as well as the most current federal and state laws and regulations to ensure their training programs are relevant, high quality, and up to date. The vast majority of these training courses are provided on-site at one of our local facilities, thus reducing travel costs and time away from the office for employees.

This 3-year contract will provide 90 units (days) of on-site training throughout the 25-28 fiscal year. This will provide for continued training related to not only our technical Social Services program needs, but also related to professional employee development, management and supervision development and project management, as well as increase our training opportunities for local resource families, formerly referred to as foster parents. We coordinate and mutually share training when feasible, with Mono County Social Services, as well as invite other Inyo County departments to any relevant training.

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant Funded (State and Federal reimbursement) and Social Services Realignment	<b>Budget Unit</b>	055800
<b>Budgeted?</b>	No, the term of the contract is for future fiscal years and will be included in the next budget cycle.	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure	<b>Sole Source?</b>	Yes

**If Sole Source, provide justification below**

(See Summary above)

**Current Fiscal Year Impact**

Up to \$150,000 for each fiscal year. This is determined by the number of trainings that are taken by staff.

**Future Fiscal Year Impacts**

Up to \$150,000 for each fiscal year. This is determined by the number of trainings that are taken by staff.

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

The alternative would be not to enter this training arrangement, which supplies on-site training at no cost to the County General Fund. This contract allows our associates to receive on-going, specialized training without spending taxpayer's dollars on travel expenses.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

We routinely invite others to the trainings where appropriate: Additional Health and Human Services staff, community partners, and other County departments (past trainings have included staff from Probation, Administration, Public Works and Child Support).

**STRATEGIC PLAN ALIGNMENT:**

**High Quality Services** | Quality County Employees

**APPROVALS:**

Tyler Davis	Created/Initiated - 2/5/2025
Darcy Israel	Approved - 2/5/2025
Tyler Davis	Approved - 2/6/2025
Anna Scott	Approved - 2/14/2025
Gina Ellis	Approved - 2/18/2025
Melissa Best-Baker	Approved - 2/18/2025
Grace Weitz	Approved - 2/18/2025
John Vallejo	Approved - 2/20/2025
Amy Shepherd	Approved - 3/4/2025
Nate Greenberg	Final Approval - 3/17/2025

**ATTACHMENTS:**

1. Fiscal Year 2025-2028 UC Davis Contract





# County of Inyo

## Sole Source Authorization Form

Vendor: UC Davis

Date: 01/31/2025

*A sole source procurement may be justified in the following situations: Section II.D.1 (located on page 6)*

Sole source procurements are the exception, not the norm. They are to be used sparingly and shall not be used in lieu of any competitive process simply because the department failed to allot sufficient time to engage in the competitive process or because the department finds the competitive process to be onerous.

Select one of the following:

<input type="checkbox"/>	The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field.
<input checked="" type="checkbox"/>	The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.
<input type="checkbox"/>	The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.
<input type="checkbox"/>	The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.
<input type="checkbox"/>	A critical proposed schedule for the service and/or product that only one proposed contractor can meet.
<input type="checkbox"/>	A lack of competition because of the existence of patent rights, copyrights, trade secrets, and/or location.

Amount	Required Action
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.
<input type="checkbox"/> \$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$10,001 to \$25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$25,001 to \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. <input type="checkbox"/> RFP/RFQ Received by Board Clerk on _____
Over \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. Board Approval Required

# County of Inyo

## Sole Source Authorization Form

### Sole Source Justification:

Inyo County is part of a training consortium made up of approximately forty small and medium sized counties. The consortium pools State Social Services training funds and has a long-standing relationship with UC Davis Extension to develop and provide targeted training to address the needs of Social Services employees in those counties. UC Davis maintains evidence-based practice research, as well as the most current federal and state laws and regulations to ensure their training programs are relevant, high quality, and up to date. The vast majority of these training courses are provided on-site at one of our local facilities, thus reducing travel costs and time away from the office for employees. This 3-year contract will provide 90 units (days) of on-site training throughout the 25-28 fiscal year. This will provide for continued training related to not only our technical Social Services program needs, but also related to professional employee development, management and supervision development and project management, as well as increase our training opportunities for local resource families, formerly referred to as foster parents. We coordinate and mutually share training when feasible, with Mono County Social Services, as well as invite other Inyo County departments to any relevant training.



Department Head Signature

### Sole Source Approval



Denelle Carrington (Feb 5, 2025 10:12 PST)

Purchasing Agent Signature



County Counsel Signature



Auditor-Controller Signature

**TRAINING SERVICES AGREEMENT**  
(INYO COUNTY HEALTH AND HUMAN SERVICES)

THIS AGREEMENT (“**Agreement**”) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”), on behalf of its Davis Campus Continuing and Professional Education (the “**CPE**”) and INYO COUNTY HEALTH AND HUMAN SERVICES (“**User**”).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (“**Program**”) and;

WHEREAS, User wishes to obtain major skills training courses for User’s personnel who provide related services in fulfillment of their goals and objectives (“**Exhibit B**”, if applicable);

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (“**Program**”) as more fully described in “Exhibit A”, attached hereto and incorporated herein (collectively, the “**Services**”). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
  - a. Limit on attendance: No more than thirty-five (35) persons per course session may attend without the prior written approval of the University.
  - b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term: The term of this Agreement shall be from July 1, 2025 and continue through June 30, 2028. All courses must be completed by June 30, 2028.
3. Payment: User shall pay University for Service as set forth in “Exhibit A”, attached hereto and incorporated herein. CPE will provide User thirty (30) days’ written notice of any proposed rate

change and an option to amend or terminate the Agreement. User shall pay for Services within thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.
5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
  - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
  - b. Auto Liability including non-owned automobiles, with a minimums as follows:
    - i. Bodily injury
      1. Per person \$1,000,000
      2. Per accident \$1,000,000
    - ii. Property damage \$1,000,000
  - c. Workers Compensation insurance in accordance with California state law.
  - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).
  - e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.
  - f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This



insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

- g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.

7. Non-Liability of University:

- a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.
- b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.
- c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.

- 8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.

- a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
- b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a

court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

- c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
  - d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.
9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.
11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.
12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.
14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.
16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:
  - a. An investment worth \$2,000 or more in User or its affiliate;
  - b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;
  - c. Receipt during the past 12 months of \$500 in income or \$440 in gifts from User or its affiliate; or
  - d. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.
18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified**

**individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (“**CANRA**”). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.
20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY  
Michell Franklin  
Program Director  
Continuing & Professional Education  
University of California, Davis  
463 California Drive  
Davis, CA 95616  
E-mail: mtfranklin@ucdavis.edu

USER  
Tyler Davis  
Administrative Secretary  
Inyo County  
Health and Human Services  
1360 N Main Street  
Bishop, CA 93514  
E-mail: tdavis@inyocounty.us

ADDITIONAL UNIVERSITY  
Human Services  
Custom Training and Services  
Continuing & Professional Education  
University of California, Davis  
463 California Drive  
Davis, CA 95616  
E-mail: UCDE-  
CTS@ou.ad3.ucdavis.edu

ADDITIONAL USER  
Morningstar Willis-Wagoner  
Deputy Director  
Inyo County  
Health and Human Services  
1360 N Main Street  
Bishop, CA 93514  
E-mail: mwagoner@inyocounty.us

21. Attorneys’ Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.
23. Governing Law: This Agreement shall be construed pursuant to California law.
24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.
25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.
26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

*[Signatures on next page]*

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**AGREED AND ACCEPTED:**

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

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

UC Davis

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

**INYO COUNTY  
HEALTH AND HUMAN SERVICES**

By: \_\_\_\_\_  
(authorized signatory)

Print Name: \_\_\_\_\_

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

**EXHIBIT A**

**TRAINING PROGRAM**

1. 90.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
  - a. Needs assessment, curriculum planning and implementation.
  - b. Instructional and student services.
  - c. Instructional materials.
  - d. Evaluation and feedback.
  - e. Continuing education credit.
  - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
  - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
  - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
  - i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.
3. User will provide the following:
  - a. Training facility and audio-visual equipment.
  - b. On-site coordination of training.

Training Units	CHS Daily Rate		
90.00	\$ 4,250.00	\$382,500.0	Total Contract Amount
		(\$26,775.00)	Less CPE 7% Cost Share
		<u>\$355,725.00</u>	<b>Total User Contract Share</b>

**Exhibit B**

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE  
STATE "N/A" ON THIS EXHIBIT.

N/A





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-93

### Fiscal Year 2025-2026 Inyo County Office of Education (ICOE) Contract

#### Health & Human Services - Social Services

ACTION REQUIRED

#### ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

#### ITEM PRESENTED BY

Morningstar Willis-Wagoner, Deputy Director, Public Assistance and Aging

#### RECOMMENDED ACTION:

- A) Declare Inyo County Office of Education of Bishop, CA a sole-source provider of Stage 1 CalWORKS Child Care Services;
- B) Approve the contract between the County of Inyo and Inyo County Office of Education for the provision of Stage 1 CalWORKS Child Care Services in an amount not to exceed \$170,000.00 for the period of July 1, 2025 to June 30, 2026, contingent upon the Board's approval of the Fiscal Year 2025-2026 Budget; and
- C) Authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The County has successfully contracted and collaborated with the Inyo County Office of Education (ICOE) for the services provided through Child Care Connection for over sixteen years. The Contractor takes referrals for childcare on behalf of parents who are participating in CalWORKs, assists in finding childcare if needed, helps develop high-quality childcare, and pays the authorized providers. This program also assists newly employed parents to keep their childcare relationships as long as they are eligible, and then move them to other funding sources as possible. The Department is requesting sole-source approval because ICOE is the only agency of this type that is local and is able to manage childcare subsidies.

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant Funded (State and Federal funding)	<b>Budget Unit</b>	055800
<b>Budgeted?</b>	No - The term of this contract is for FY 25-26 and will be requested during the next budget cycle.	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditures	<b>Sole Source?</b>	Yes

#### If Sole Source, provide justification below

The ICOE is the only agency of this type that is local and is able to manage childcare subsidies.

#### Current Fiscal Year Impact

Up to \$170,000 for the period between July 1, 2025 through June 30, 2026
<b>Future Fiscal Year Impacts</b>
N/A
<b>Additional Information</b>

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

Your Board could decline to support this contract, which would mandate that services be provided within the Health and Human Services (HHS) Department. HHS does not have sufficient staff to add these tasks and would need to hire two people to duplicate the services being provided at Child Care Connection. HHS would also lose the easy integration of funding sources for Child Care Connection for persons using childcare who have increased their earned income and are transitioning out of Stage 1 childcare services.

#### **OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Inyo County Office of Education, Child Care Connection

#### **STRATEGIC PLAN ALIGNMENT:**

**Thriving Communities** | Enhanced Health, Social, & Senior Services

#### **APPROVALS:**

Tyler Davis	Created/Initiated - 2/7/2025
Darcy Israel	Approved - 2/7/2025
Tyler Davis	Approved - 2/25/2025
Anna Scott	Approved - 2/26/2025
Gina Ellis	Approved - 2/26/2025
Melissa Best-Baker	Approved - 2/27/2025
Grace Weitz	Approved - 2/27/2025
John Vallejo	Approved - 2/28/2025
Amy Shepherd	Approved - 3/4/2025
Nate Greenberg	Final Approval - 3/17/2025

#### **ATTACHMENTS:**

1. Fiscal Year 2025-2026 ICOE Stage 1 Child Care Contract





# County of Inyo

## Sole Source Authorization Form

**Vendor:** Inyo County Office of Education (ICOE)

**Date:** 02/06/2025

*A sole source procurement may be justified in the following situations: Section II.D.1 (located on page 6)*

Sole source procurements are the exception, not the norm. They are to be used sparingly and shall not be used in lieu of any competitive process simply because the department failed to allot sufficient time to engage in the competitive process or because the department finds the competitive process to be onerous.

*Select one of the following:*

<input type="checkbox"/>	The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field.
<input checked="" type="checkbox"/>	The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.
<input type="checkbox"/>	The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.
<input type="checkbox"/>	The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.
<input type="checkbox"/>	A critical proposed schedule for the service and/or product that only one proposed contractor can meet.
<input type="checkbox"/>	A lack of competition because of the existence of patent rights, copyrights, trade secrets, and/or location.

Amount	Required Action
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.
<input type="checkbox"/> \$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.
	<input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$10,001 to \$25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.
	<input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$25,001 to \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.
	<input type="checkbox"/> RFP/RFQ Received by Board Clerk on _____
Over \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.
	Board Approval Required

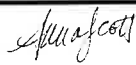
# County of Inyo

## Sole Source Authorization Form

**Sole Source Justification:**

The County has successfully contracted and collaborated with the Inyo County Office of Education (ICOE) for the services provided through Child Care Connection for over sixteen years. The Contractor takes referrals for childcare on behalf of parents who are participating in CalWORKs, assists in finding childcare if needed, helps develop high quality childcare, and pays the authorized providers. This program also assists newly employed parents to keep their childcare relationships as long as they are eligible, and then move them to other funding sources as possible.

The ICOE is the only agency of this type that is local and is able to manage childcare subsidies.



Department Head Signature

**Sole Source Approval**



Denelle Carrington (Feb 18, 2025 07:59 PST)

Purchasing Agent Signature



Grace Weitz (Feb 18, 2025 08:44 PST)

County Counsel Signature



Auditor-Controller Signature

## AGREEMENT BETWEEN COUNTY OF INYO

AND Inyo County Office of Education  
FOR THE PROVISION OF Stage 1 Child Care SERVICES

### INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Stage 1 Child Care services of Inyo County Office of Education of Independence, CA (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 Morningstar Willis-Wagoner, whose title is: HHS Deputy Dir. Public Assistance & Aggr. 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 July 1, 2025 to June 30, 2026 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 One Hundred Seventy Thousand Dollars

(\$ 170,000.00 ) (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	
Health and Human Services	Department
PO Drawer A	Address
Independence, CA 93526	City and State
Contractor:	
Inyo County Office of Education	Name
PO Drawer G	Address
Independence, CA 93526	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** Inyo County Office of Education  
**FOR THE PROVISION OF** Stage 1 Child Care **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

Grace Weitz  
Grace Weitz (Feb 18, 2025 08:44 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  
County Risk Manager


**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Inyo County Office of Education  
**FOR THE PROVISION OF** Stage 1 Child Care **SERVICES**

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

**COUNTY OF INYO**

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

**CONTRACTOR**

By:   
Signature  
Barry D Simpson  
Print or Type Name  
Dated: 2/18/25

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Inyo County Office of Education  
FOR THE PROVISION OF Stage 1 Child Care SERVICES**

**TERM:**

**FROM:** July 1, 2025 **TO:** June 30, 2026

**SCOPE OF WORK:**

The Inyo County Office of Education (ICOE), known herein as the sub-recipient, shall provide the following childcare services:

1. Fulfill all requirements for the provision of Child Care set forth in AB 1542 (stats, 1997, c.270) and SB-70 and added to the Education Code as Title I, Division I, Part 6, Chapter 2, Article 15.5 (commencing with section 8350), and such guidelines and regulations as set forth in California Code of Regulations, Title 5, Division 1, Chapters 19 and 19.5DSS ACL 97-73 and ACL 11-38, and hereby incorporated in to this agreement by reference, except those duties specifically assigned to local Health and Human Services (HHS) Department in this agreement.
2. Accept Referrals for Child Care from HHS on a daily basis and provide services to families in an expedited manner. HHS and ICOE will agree on a mutually acceptable process for the assurance of eligibility of clients for both services and hours.
3. Designated staff from both agencies shall set up regular meetings to evaluate process and procedures and assure the best service possible to families. These meetings will include mutual education concerning the two agencies.
4. ICOE and the COUNTY will work together to recruit licensed Child Care Providers and to encourage quality improvement in license-exempt child care arrangements.
5. COUNTY will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
  - o Review of financial and performance reports required by the pass-through entity.
  - o Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
  - Review of financial and performance reports required by the pass-through entity.
  - Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
  - Issuing a management decision for audit findings pertaining to the Federal award provide to the subrecipient from the pass-through entity as required by 200.521 Management decision.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Inyo County Office of Education

**FOR THE PROVISION OF** Stage 1 Child Care **SERVICES**

**TERM:**

**FROM:** July 1, 2025 **TO:** June 30, 2026

**SCHEDULE OF FEES:**

Funding from Department of Health and Human Services (DHHS) will be used to pay this contract. This is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This contract is a sub-award of the federal award to California Department of Social Services to County of Inyo (EIN 95-6005445). The CFDA number is 93.558-Temporary Assistance for Needy Families. The County of Inyo allocation for July 1, 2024-June 30, 2025 is estimated to be \$170,000.00.

Pursuant to 2 CFR Part 200—Subpart F, any non-federal entity that expends a combined total of \$750,000 or more per year in federal awards for the purposes of carrying out federal programs must have an annual Single or Program Specific Audit conducted. This funding threshold is the aggregate of funds from all federal sources, not just funds coming from any one pass-through entity. Sub recipients that meet this threshold are required to submit their annual Single or Program Specific Audit to Health and Human Services (HHS).

Pursuant to 2 CFR Part 200 — Subpart D, HHS requires Sub recipients who do not have an annual Single or Program Specific Audit, to provide their independently audited or reviewed financial statements, or an independent accountant's report of Agreed Upon Procedures applied to the program funded by the sub-award.

An indirect cost rate shall not exceed 15%.

1. COUNTY will pay direct cost of the child care services provided. These costs must be invoiced for all children enrolled in Stage 1 Child Care Program and be based upon the services listed in the Scope of Work.
2. COUNTY will pay Administrative/Indirect Costs, which must not be more than 15% of the actual invoiced costs.
3. Notwithstanding Paragraph 3.E. Invoices will be billed monthly on the 20th day of each month.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Inyo County Office of Education  
**FOR THE PROVISION OF** Stage 1 Child Care **SERVICES**

**TERM:**

**FROM:** July 1, 2025 **TO:** June 30, 2026

**SEE ATTACHED INSURANCE PROVISIONS**



## Attachment C: Insurance Requirements for Child Care Services

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, his agents, representatives, employees or subcontractors.

### 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 property damage, bodily injury, sexual abuse and molestation, 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.

***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).

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, 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:** 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.

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

### OTHER INSURANCE PROVISIONS

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

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

## Attachment C: Insurance Requirements for Child Care Services

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

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

### **Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. Contractor's insurance shall be excess of subcontractor's insurance if subcontractor has insurance. Contractor's insurance shall be primary if subcontractor lacks insurance.

**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.

**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 (note – should be applicable only to professional liability, see below)**

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

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 work.

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

### **Attachment C: Insurance Requirements for Child Care Services**

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.



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-109

### Fiscal Year 2025-2027 Exemplar Analytics Corp Contract Health & Human Services - Social Services

#### ACTION REQUIRED

#### ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

#### ITEM PRESENTED BY

Morningstar Willis-Wagoner, Deputy Director, Public Assistance and Aging

#### RECOMMENDED ACTION:

- A) Declare Exemplar Analytics Corp of Austin, TX a sole-source provider of customized Social Service reporting tools and services;
- B) Approve the agreement between the County of Inyo Exemplar Analytics Corp of Austin, TX for the provision of customized Social Service reporting tools and services in an amount not to exceed \$120,000.00 for the period of July 1, 2025 to June 30, 2027, contingent upon the Board's approval of future budgets; and
- C) Authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Health and Human Services, Public Assistance and Aging Division is responsible for administering CalWORKs, Welfare-to-Work (WTW), CalFresh, Medi-Cal, Child Care, and Foster Care. In an effort to meet mandated performance standards, we must have a reliable system to effectively monitor various caseload activities related to the administration of the programs and manage workload activities and productivity.

Exemplar Analytics Corp specializes in providing analytical services to public assistance, WTW, and human services agencies to monitor and analyze key elements of client engagement and performance, eligibility caseload activities, and the design of performance management enhancement recommendations for integrating data trend analysis into regular agency performance management processes.

The reports received from Exemplar will provide us with the necessary tools to enhance overall performance in order to meet mandated program requirements and improve service delivery and accuracy of benefits provided to eligible residents of Inyo County. The reports provide work lists for specific categories, caseload activities, and statistics that show key ratios related to specific operations at all levels of the organization. This information allows executive staff, managers, supervisors, and line staff to monitor performance and manage daily caseload activities.

Inyo County HHS is requesting a sole-source contract as Exemplar is the only vendor currently providing these analytical services for public assistance and human services agencies through a proprietary software program. Exemplar is currently contracted with 11 other counties to provide performance

management design and analytical services and is compatible with California's Statewide Automated Welfare System (CalSAWS) used by the state, ensuring consistency of the performance outcome data Inyo County must track and report to the state.

#### **FISCAL IMPACT:**

<b>Funding Source</b>	State and Federal funding and Social Services Realignment	<b>Budget Unit</b>	055800
<b>Budgeted?</b>	No - The term of this contract is for future fiscal years and will be requested in the upcoming budget cycle.	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure	<b>Sole Source?</b>	Yes

#### **If Sole Source, provide justification below**

Exemplar is the only vendor currently providing these analytical services for public assistance and human services agencies through a proprietary software program. Exemplar is currently contracted with 11 other counties to provide performance management design and analytical services and is compatible with California's Statewide Automated Welfare System (CalSAWS) used by the state, ensuring consistency of the performance outcome data Inyo County must track and report to the state.

<b>Current Fiscal Year Impact</b>
Projected to be \$60,000 for the period between July 1, 2025 to June 30, 2026
<b>Future Fiscal Year Impacts</b>
Projected to be \$60,000 for the period between July 1, 2026 to June 30, 2027
<b>Additional Information</b>

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

Your Board could choose to deny this request resulting in our inability to access the robust analytical reports needed to effectively monitor performance and outcomes regarding eligibility and other program mandates, which we are unable to generate independently from the individual program systems.

#### **OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

#### **STRATEGIC PLAN ALIGNMENT:**

**High Quality Services** | High-Quality County Government Services

#### **APPROVALS:**

Tyler Davis	Created/Initiated - 2/12/2025
Darcy Israel	Approved - 2/13/2025
Tyler Davis	Approved - 2/28/2025
Anna Scott	Approved - 3/3/2025
Gina Ellis	Approved - 3/4/2025
Melissa Best-Baker	Approved - 3/4/2025
Grace Weitz	Approved - 3/4/2025
John Vallejo	Approved - 3/4/2025
Amy Shepherd	Approved - 3/4/2025
Nate Greenberg	Final Approval - 3/17/2025

**ATTACHMENTS:**

1. Fiscal Year 2025-2027 Exemplar Analytics Corp Contract



# County of Inyo

## Sole Source Authorization Form

Vendor: **Exemplar Analytics Corp**

Date: 02/12/2025

*A sole source procurement may be justified in the following situations: Section II.D.1 (located on page 6)*

Sole source procurements are the exception, not the norm. They are to be used sparingly and shall not be used in lieu of any competitive process simply because the department failed to allot sufficient time to engage in the competitive process or because the department finds the competitive process to be onerous.

Select one of the following:

<input checked="" type="checkbox"/>	The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field.
<input type="checkbox"/>	The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.
<input type="checkbox"/>	The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.
<input type="checkbox"/>	The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.
<input type="checkbox"/>	A critical proposed schedule for the service and/or product that only one proposed contractor can meet.
<input type="checkbox"/>	A lack of competition because of the existence of patent rights, copyrights, trade secrets, and/or location.

Amount	Required Action
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.
<input type="checkbox"/> \$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$10,001 to \$25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$25,001 to \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. <input type="checkbox"/> RFP/RFQ Received by Board Clerk on _____
Over \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. Board Approval Required

# County of Inyo

## Sole Source Authorization Form

**Sole Source Justification:**

Inyo County HHS is requesting a sole-source contract as Exemplar is the only vendor currently providing these analytical services for public assistance and human services agencies through a proprietary software program. Exemplar is currently contracted with 11 other counties to provide performance management design and analytical services and is compatible with California's Statewide Automated Welfare System (CalSAWS) used by the state, ensuring consistency of the performance outcome data Inyo County must track and report to the state.



**Anna Scott**

**Department Head Signature**

**Sole Source Approval**



Denelle Carrington (Feb 19, 2025 14:23 PST)

**Purchasing Agent Signature**



Grace Weitz (Feb 19, 2025 12:01 PST)

**County Counsel Signature**



**Auditor-Controller Signature**



## AGREEMENT BETWEEN COUNTY OF INYO

AND Exemplar Analytics Corp  
FOR THE PROVISION OF Customized reporting tools and services SERVICES

### INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the customized reporting tools and services of Exemplar Analytics Corp of Austin, TX (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 Morningstar Willis-Wagoner, whose title is: Deputy Dir. Public Assistance and Aging. 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 July 1, 2025 to June 30, 2027 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 One Hundred Twenty Thousand Dollars

(\$ 120,000 ) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

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

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

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

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

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

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

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

## **7. COUNTY PROPERTY.**

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

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

## **8. INSURANCE.**

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

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

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

County of Inyo	
<u>Health and Human Services</u>	Department
<u>1360 N Main St.</u>	Address
<u>Bishop, CA 93514</u>	City and State
Contractor:	
<u>Exemplar Analytics Corp</u>	Name
<u>3511 Bridle Path</u>	Address
<u>Austin, TX 78703</u>	City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Exemplar Analytics Corp**  
**FOR THE PROVISION OF Customized reporting tools and services SERVICES**

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

**COUNTY OF INYO**

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

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

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

**CONTRACTOR**

By: Andrew S. Bush  
Signature

ANDREW S. BUSH, CEO  
Print or Type Name

Dated: 2-12-2025

**APPROVED AS TO FORM AND LEGALITY:**

County Counsel

Grace Weitz  
Grace Weitz (Feb 19, 2025 12:01 PST)

**APPROVED AS TO ACCOUNTING FORM:**

Amy Shepherd  
County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

K Oney  
Personnel Services

**APPROVED AS TO INSURANCE REQUIREMENTS:**

Aaron Holmberg  
Aaron Holmberg (Feb 28, 2025 08:29 PST)  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Exemplar Analytics Corp  
**FOR THE PROVISION OF** Customized report tools and services **SERVICES**

**TERM:**

**FROM:** July 1, 2025 **TO:** June 30, 2027

**SCOPE OF WORK:**

SEE ATTACHED



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Exemplar Analytics Corp  
FOR THE PROVISION OF Customized reporting tools and services SERVICES**

**TERM:**

**FROM:** July 1, 2025 **TO:** June 30, 2027

**SCHEDULE OF FEES:**

eXemplar Human Services will invoice Inyo County Department of Health and Human Services monthly, in the amount of \$5,000 for the immediate prior month's services.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Exemplar Analytics Corp  
**FOR THE PROVISION OF** Customized reporting tools and services **SERVICES**

**TERM:**

**FROM:** July 1, 2025 **TO:** June 30, 2027

**SEE ATTACHED INSURANCE PROVISIONS**

SCOPE OF WORK, between  
Exemplar Analytics Corp and Inyo County Department of Health and Human Services, for  
Reporting Tools and Services  
July 1, 2025 – June 30, 2027

This scope of work defines the services to be provided by Exemplar Analytics Corp (Contractor) to the Inyo County Department of Health and Human Services (County) for Reporting Tools and Services.

1. Produce a Daily Intake Dashboard Report. This report shall provide a consolidated view of all current pending CalWORKs (CW), CalFresh (CF), Medi-Cal (MC), and Expedited CalFresh (ECF) programs. The report shall contain the following alert indicators by worker, unit, office and region: a) Pending CW/CF/MC Applications Due Tomorrow, b) CW App Between 35-45 Days, c) CW App Over 45 Days, d) CW Total Pending, e) CF App Between 20-30 Days, f) CF App Over 30 Days, g) CF Total Pending, h) ECF Due Next Day, i) Overdue ECF, j) MC App Between 35-45 Days, k) MC App Over 45 Days, l) MC Total Pending.
2. Produce a Consolidated Eligibility Triggers Report. This report shall be a multiple tab consolidated report representing Eligibility related information regarding Intake, Continuing eligibility and caseload management tasks. The elements contained in the report shall be by worker, unit, office and region: SAR 7 Completion Rate, Overdue SAR 7's Previous Month, CW/CF RE Completion Rate, CW/CF RE Current Month, MC RE Current Month, MC RE Current Month Summary, Critical Tasks, and MAGI Overdue Review. The SAR 7 Completion Rate report (tab) will provide SAR7 information for all CW, CF and CW/CF combination cases for the respective SAR 7 Submit Month. The report shall include the following indicators by worker, unit, office and region: Programs associated with each SAR7, Total SAR 7's Due, those in Received status, Sent status, Received status, Ready to Run status, Completed status, N/A status, Incomplete status, and the Completion Rate of those SAR7s received. The report will also identify: a) If the case has a task with task type of NHR set prior to the last completed SAR7/RE, and display "(NHR)" next to the case number and b) identify and display income amount/types for those CF cases with income that have a SAR 7 reports due.

The Overdue SAR 7 report (tab) will display any open SAR7s (not in 'Complete', 'Incomplete, or 'NA' status) from the prior submit month received in the current month.

The CW/CF RE Completion Rate report (tab) will provide RE information for all CW/CF cases with RE's due in the respective report month. The report shall include the following indicators by worker, unit, office and region: Total CW/CF RE's Due, those in Sent status, Received status, Ready to Run status, Completed status, N/A status, Incomplete status, and the Completion Rate of those REs received.

The CW/CF RE Current Month report (tab) provides information on CW and CF RE's by MAQ in Received and Ready to Run status for the respective RE report month. The report shall include the following indicators: MAQ, Case Number, Received On, Last Status Date, Last Status, and Scanned in District. The report will also identify if the case has a task with task type of NHR set prior to the last completed SAR7/RE, and if so, display "(NHR)" next to the case number.

SCOPE OF WORK, between  
Exemplar Analytics Corp and Inyo County Department of Health and Human Services, for  
Reporting Tools and Services  
July 1, 2025 – June 30, 2027

The MC RE Current Month report (tab) provides information by worker, unit, office and region on MC RE's in Received and Ready to Run status for the respective RE report month. Because the universe for all current month MC REs includes REs that are processed outside of Customer Reports (CR), Contractor shall include these on the report and identify these as 'RE DUE (NO CR)'. The report shall include the following indicators by worker, unit, office and region: MAQ, Case Number, Received On, Last Status Date, Last Status, and Scanned in District. The report will also identify each case that has a task with task type of NHR set prior to the last completed SAR7/RE, include "(NHR)" next to the Case number.

The MC RE Current Month Summary report provides summary information on MC RE's in Received and Ready to Run status for the respective RE report month for each region and county total. Because the universe for all current month MC REs includes REs that are processed outside of Customer Reports (CR), Contractor shall identify these as 'RE DUE (NO CR)'. The report shall include the following indicators: RE Due (No CR), Ready to Run, Received, Total of Received and RE Due (No CR).

The Critical Tasks report indicates the task type of any open task whose due date has passed or is one day out (up to 48 hours) in the future of the following types: Felons, Fraud, Aid Paid Pending, State Hearing, Sanction/Penalty, MC 355 Due, Contact Client, and for New Hire Report tasks if created after 5/1/17, (NHR only when associated with a SAR or RE in the respective report month). Also, if there are any open Change Reported tasks where description is Benefits Cal, regardless of the end date, it will be included. The report shall include the following indicators: MAQ, Case Number, Task Type, Due Date, and Assign Date.

The MAGI Overdue Review identifies MAGI referrals that are in an 'In Process' status three or more days after receipt of the referral as indicated on the Referral Date on the MAGI Referral Detail page. The report shall include the following indicators by worker, unit, office and region: Received On, In Process Status Date, and Days in Process.

3. Produce a Productivity Report. This report shall be a multiple tab report that provides information on case actions completed by any Eligibility Worker staff. The tabs with corresponding information will be Yesterday, Week to Date, and Month to Date for the respective reporting month/timeframe. The report will be customized to identify completed case actions by how they were completed in CalSAWS, i.e. running EDBC, status updates, etc.

The report shall include the following indicators by worker, unit, office and region: SAR 7s Completed, SAR 7s put in Incomplete status, MC REs Completed, MC RE put in Incomplete status, CF REs Completed, CF REs put in Incomplete status, CW RE Completed, CW REs put in Incomplete status, CW/CF RE Completed, CW/CF RE Incomplete, Tasks with SAR 7/RE, Tasks without SAR 7/RE, MEDS Alerts associated with SAR 7/RE, and MEDS Alerts not associated with a SAR 7/RE.

SCOPE OF WORK, between  
Exemplar Analytics Corp and Inyo County Department of Health and Human Services, for  
Reporting Tools and Services  
July 1, 2025 – June 30, 2027

4. Produce an Overtime Productivity Report. This report shall provide information on case actions completed by any Eligibility Worker staff during a Saturday overtime session. The tab with this data will only appear on the regular Productivity Report on the Monday immediately following the Saturday overtime session. The report will be customized to identify completed case actions by how they were completed in Cal SAWS, i.e. running EDBC, status updates, etc.

The report shall include the following indicators by worker, unit, office and region: SAR 7s Completed, SAR 7s put in Incomplete status, MC REs Completed, MC RE put in Incomplete status, CF REs Completed, CF REs put in Incomplete status, CW RE Completed, CW REs put in Incomplete status, CW/CF RE Completed, CW/CF RE Incomplete, Tasks with SAR 7/RE, Tasks without SAR 7/RE, MEDS Alerts associated with SAR 7/RE, and MEDS Alerts not associated with a SAR 7/RE.

5. Produce a Consolidated Welfare to Work (WtW) Alerts report. This report shall provide multiple reports (tabs), for use by county WtW staff, in a single consolidated report.

The WtW Alerts report (tab) shall provide information and alerts related to WtW caseload management. It shall include the following indicators by worker, unit, office and region: e2Lite, Unengaged, Non-Compliance Over 60 Days, Good Cause Over 30 Days, Activities without Service Arrangements, Activities with No (Null) Attendance, Activities Lingering in Referred Status, Activities Ending in 2 Weeks.

The Null Hours Carryover report (tab) shall identify cases by worker, unit, office and region that for the respective report month, have had no WtW attendance hours entered for activities from two months ago and prior.

The Attendance and Progress report (tab) shall provide information on the processing of WtW 733.4 forms by WtW staff. The report shall include the following indicators by worker, unit, office and region: Received, Reviewed + Completed, Reviewed + Completed Status Worker ID, and Reviewed Rate.

The School Attendance report (tab) shall provide information on the processing of WtW 735.2 forms by WtW staff. The report shall include the following indicators by worker, unit, office and region: Received, Reviewed + Completed, Reviewed + Completed Status Worker ID, and Reviewed Rate.

The Travel Claims Completion Rate report (tab) shall provide information on the processing of WtW 753A forms by WtW staff. The report shall include the following indicators by worker, unit, office and region : Claims Received, Claims Reviewed + Completed, Reviewed + Completed Status Worker ID, Claims Reviewed/Completed Rate.

SCOPE OF WORK, between  
Exemplar Analytics Corp and Inyo County Department of Health and Human Services, for  
Reporting Tools and Services  
July 1, 2025 – June 30, 2027

The Travel Claims Carryover report (tab) shall identify the 753A forms received in a prior month, from the respective report month, that have never been reviewed in any way (Reviewed, Incomplete, NA, Denied, Error).

The Travel Claims NA or Incomplete report (tab) shall identify by worker, unit, office and region 753A forms in the respective report month that have never been in a completed status and are currently in either NA or IN status.

The Child Care Alerts report (tab) shall provide alerts related to the Child Care program. The report shall include the following indicators by worker, unit, office and region: Child Care Applications Coming Due, Overdue Child Care Applications, IDT, Over 47 Months, Tasks Coming Due, Tasks Overdue, 12 Years + 11 Months and Older, and No Payments Issued in Last Three Periods.

The Child Care Reimbursement Completion Rate report (tab) shall provide, for the respective report month, information on the processing of CCRR 100 forms by WtW and Fiscal staff. The report shall include the following indicators by worker, unit, office and region : Received, Reviewed, Reviewed Status Worker ID, Reviewed Rate, Payment Issued, and Payment Issued Rate.

The Carryover-Received Not Reviewed report (tab) shall identify by worker, unit, office and region those CCRR 100 forms, from a month prior to the respective report month, that are in a Received status and have not been updated to a Reviewed status.

The Carryover-Reviewed, No Payment report (tab) shall identify by worker, unit, office and region those CCRR 100 forms, from a month prior to the respective report month, that are in a Reviewed status and have not had a payment issued.

6. Produce an Office Assistant Productivity Report. This report shall be a multiple tab report that provides information on clerical actions completed by Office Assistant staff. The tabs with corresponding information will be Yesterday, Week to Date, and Month to Date for the respective reporting month/timeframe. The report will be customized to identify completed clerical actions by how they were completed in Cal SAWS, i.e. status updates.

The report shall include the following indicators by worker, unit, office and region: Apps Pended, REAC's Completed, EBT Cards Issued, Gas Cards Issued, Bus Passes Issued, Vouchers Issued, Travel Claims Processed, HA Payments Processed, and Diaper Issuances Processed.

7. Produce an Office Assistant Overtime Productivity Report. This report shall provide information on clerical actions completed by Office Assistant staff during a Saturday overtime session. The tab with this data will appear on the regular Office Assistant Productivity Report only on the Monday immediately following the Saturday overtime session. The report will be customized to identify completed case actions by how they were completed in Cal SAWS, i.e. status updates.

The report shall include the following indicators by worker, unit, office and region: Apps Pended, REAC's Completed, EBT Cards Issued, Gas Cards Issued, Bus Passes Issued, Vouchers Issued, Travel Claims Processed, HA Payments Processed, and Diaper Issuances Processed.

SCOPE OF WORK, between  
Exemplar Analytics Corp and Inyo County Department of Health and Human Services, for  
Reporting Tools and Services  
July 1, 2025 – June 30, 2027

8. Produce a Foster Care Alerts Dashboard Report. This report shall provide alerts related to the Foster Care program. The report shall include the following indicators by worker, unit, office and region: Case Number, Foster Care Application Coming Due, Overdue Foster Care Application Determination, Task Coming Due, Tasks Overdue, MEDS Alert, Foster Care RE Due in Next Two Months, Foster Care RE Overdue, and SCR Ending within 30 Days.

## **Attachment: 2024 Insurance Requirements for AGREEMENTS INVOLVING INFORMATION TECHNOLOGY**

Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer systems) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance against claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

### **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. May be waived if work will be entirely remote as specified in scope.
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. **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.
5. **Technology Professional Liability Errors & Omissions** *(Provision applies if Vendor is providing a technology service, such as data storage or website design, or a software or similar product):* Insurance appropriate to the Contractor’s profession and work hereunder, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the 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,



## **Attachment: 2024 Insurance Requirements for AGREEMENTS INVOLVING INFORMATION TECHNOLOGY**

regulatory fines and penalties, and credit monitoring expenses. Policy shall included or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of Inyo County in the care, custody, or control of the Vendor.

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

### **OTHER INSURANCE PROVISIONS**

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

***Additional Insured Status:*** Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’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 **Vendor’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 Vendor’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 Vendor 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:*** Vendor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Vendor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Vendor 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.

***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.

## **Attachment: 2024 Insurance Requirements for AGREEMENTS INVOLVING INFORMATION TECHNOLOGY**

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

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

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

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

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

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




# 25-27 Exemplar Analytics Corp Contract

Final Audit Report

2025-02-28

Created:	2025-02-27
By:	Tyler Davis (tdavis@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeTxQytku_EddrcOXmwCf_whl89G2UBX8

## "25-27 Exemplar Analytics Corp Contract" History

-  Document created by Tyler Davis (tdavis@inyocounty.us)  
2025-02-27 - 8:19:58 PM GMT
-  Document emailed to Aaron Holmberg (aholmberg@inyocounty.us) for signature  
2025-02-27 - 8:20:41 PM GMT
-  Email viewed by Aaron Holmberg (aholmberg@inyocounty.us)  
2025-02-28 - 4:22:51 PM GMT
-  Document e-signed by Aaron Holmberg (aholmberg@inyocounty.us)  
Signature Date: 2025-02-28 - 4:29:18 PM GMT - Time Source: server
-  Agreement completed.  
2025-02-28 - 4:29:18 PM GMT



COUNTY OF INYO  
CALIFORNIA

Powered by  
**Adobe**  
**Acrobat Sign**



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-155

### California Public Health Workforce Career Ladder Amendment

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

ACTION REQUIRED

#### ITEM SUBMITTED BY

Stephanie Tanksley, Deputy Director - Public Health Anna Scott, Health & Human Services Director & Prevention

#### ITEM PRESENTED BY

#### RECOMMENDED ACTION:

Ratify and approve Amendment A1 to Agreement No. 22-1130 between the County of Inyo and California Department of Public Health for the provision of Public Health Workforce Career Ladder Education and Development, increasing the amount of the contract from \$72,573 to \$246,698 for the period of February 1, 2022 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the County Administrative Officer to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

In December 2022, the California Department of Public Health (CDPH) released the Career Ladder Funding Application in accordance with funding appropriated in the 2022 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder). Originally, the Administration's January budget plan proposed a reduction to current year funding, and CDPH was only able to allocate a portion of the original funds to projects, and only for use during the first two (2) years of the program (Round 1).

As part of the May Revision and 2023 Budget Act, the Administration restored all original funding to the PH-Career Ladder allowing CDPH to allocate additional funding for the full four (4) year period of the program for all previously funded projects and to allow additional projects to be funded as well (Round 2). Inyo County Health & Human Services was awarded funding for up to two years for PH- Career Ladder Program Project #1. Round 2 funding provides this project with funding for years 3 and/or 4 of the program for a total of \$149,572.50. In addition, as part of Round 2, Inyo County Health & Human Services was awarded for up to four years of funding for PH—Career Ladder Project #2 in the amount of \$97,125. The total for all awarded projects over the 4-year period is \$246,697.50. Due to these budget changes, CDPH has sent a new agreement to increase the grant funding to allow the Grantee to continue performing more of the same services as identified in the Exhibit A Grantee's Application and to reimburse the Grantee accordingly. Additionally, Exhibit A, Attachment 1 and Exhibit B are being replaced in its entirety. We are requesting ratification and approval to sign the amended agreement.

This funding will support the Health and Human Services Department's Public Health workforce enrolled in eligible education units at regional accredited institutions in the public health field. This funding, which is available to nurses and other disciplines, includes payment of licensure costs; examination fees; and

tuition for educational programs including certification and degree programs in public health, or related fields such as social services or behavioral health, and wellness and trauma informed training.

**FISCAL IMPACT:**

<b>Funding Source</b>	Grant Funded (California Department of Public Health)	<b>Budget Unit</b>	045100
<b>Budgeted?</b>	Yes (only some of this allocation will be spent)	<b>Object Code</b>	5265 and 5260
<b>Recurrence</b>	Ongoing Expenditure	<b>Sole Source?</b>	N/A

**If Sole Source, provide justification below**

<b>Current Fiscal Year Impact</b>
The allocation for FY 2024/2025 is \$63,500. These funds will be used to support Public Health staff with education and training expenses.
<b>Future Fiscal Year Impacts</b>
The allocation for FY 2025/2026 is \$63,500. These funds will be used to support Public Health staff with education and training expenses.
<b>Additional Information</b>

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

The Board could choose not to approve this item. This is not recommended as it would result in the loss of funding that supports retention of the local Public Health workforce.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

**Thriving Communities** | Enhanced Health, Social, & Senior Services  
**High Quality Services** | Quality County Employees

**APPROVALS:**

Ralph Cataldo	Created/Initiated - 2/27/2025
Darcy Israel	Approved - 2/27/2025
Melissa Best-Baker	Approved - 3/12/2025
Anna Scott	Approved - 3/12/2025
Christian Milovich	Approved - 3/18/2025
Amy Shepherd	Approved - 3/18/2025
John Vallejo	Approved - 3/18/2025
Nate Greenberg	Final Approval - 3/18/2025

**ATTACHMENTS:**

1. California Public Health Workforce Career Ladder Amendment
2. Career Ladder Original



**CALIFORNIA Director's Office -- Operations PROGRAM**

**Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"**

**TO**

**County of Inyo, hereinafter "Grantee"**

**Implementing the project, "California Public Health Workforce Career Ladder  
Education and Development Program," hereinafter "Project"**

**AMENDED GRANT AGREEMENT NUMBER 22-11300, A1**

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

**AUTHORITY:** The Department has authority to grant funds for the Project under **2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022) and Health and Safety Code 131085(b)(4)**.

**PURPOSE FOR AMENDMENT:** The purpose of the Grant amendment is to:

**Increase the grant funding to allow the Grantee to continue performing more of the same services as identified in the Exhibit A Grantee's Application and to reimburse the Grantee accordingly. Additionally, Exhibit A, Attachment 1 and Exhibit B are being replaced in its entirety.**

**AMENDED GRANT AMOUNT:** This amendment changes the total grant amount **from \$72,573 to \$246,698 (Two Hundred Forty Six Thousand Six Hundred Ninety Eight Dollars).**

**REVISED** Exhibit A, ATTACHMENT 1 – **Is hereby attached and will be incorporated by reference.**

**REVISED** Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS – **Is hereby attached and will be incorporated by reference.**

**PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant

will be:

<b>California Department of Public Health</b>	Grantee: <b>County of Inyo</b>
Name: Kristen Guerrero	Name: Stephanie Tanksley
Address: 1615 Capitol Ave.	Address: 1360 N Main Street, Suite 213
City, ZIP: Sacramento, CA	City, ZIP: Bishop, CA 93514
Phone: 916-719-5784	Phone: 760-873-7359
Fax:	Fax:
E-mail: <a href="mailto:Kristen.guerrero@cdph.ca.gov">Kristen.guerrero@cdph.ca.gov</a>	E-mail: <a href="mailto:stanksley@inyocounty.us">stanksley@inyocounty.us</a> AND <a href="mailto:hadmin@inyocounty.us">hadmin@inyocounty.us</a>

Direct all inquiries to:

<b>California Department of Public Health, Director's Office</b>	<b>Grantee: County of Inyo</b>
Attention: Kristen Guerrero	Attention: Stephanie Tanksley
Address: 1615 Capitol Ave.	Address: 1360 N Main Street, Suite 213
City, Zip: Sacramento, CA	City, Zip: Bishop, CA 93514
Phone: 916-719-5784	Phone: 760-873-7359
Fax:	Fax:
E-mail: <a href="mailto:Kristen.guerrero@cdph.ca.gov">Kristen.guerrero@cdph.ca.gov</a>	E-mail: <a href="mailto:stanksley@inyocounty.us">stanksley@inyocounty.us</a> and <a href="mailto:hadmin@inyocounty.us">hadmin@inyocounty.us</a>

All payments from CDPH to the Grantee; shall be sent to the following address:

<b>Remittance Address</b>
<b>Grantee: County of Inyo</b>
Attention "Cashier": Inyo County Health & Human Services
Address: P.O. Drawer H
City, Zip: Independence, CA 93526
Phone: 760-878-0237



Fax:

E-mail: [inyohhsfiscal@inyocounty.us](mailto:inyohhsfiscal@inyocounty.us)

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date:

\_\_\_\_\_

\_\_\_\_\_  
Nate Greenberg, County Administrative  
Officer

1360 N. Main Street

Bishop, CA 93514

\_\_\_\_\_

\_\_\_\_\_  
Tim Bow, Procurement Officer

Contracts and Purchasing Services  
Section

California Department of Public Health

1616 Capitol Avenue, Suite 74.317, MS  
1802

P.O. Box 997377

Sacramento, CA 95899-7377



## California Department of Public Health **MEMORANDUM**

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**DATE:** June 28, 2023

**TO:** Inyo County Health & Human Services

**FROM:** California Department of Public Health

**SUBJECT:** Notice of Award California Public Health Workforce Career Ladder and Education (PH-Career Ladder) Program – Rounds 1 and 2

In December 2022, the California Department of Public Health (CDPH) released the Career Ladder Funding Application in accordance with funding appropriated in the 2022 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder).

Originally, the Administration's January budget plan proposed a reduction to current year funding, and as noted in the April 21, 2023, Memorandum, CDPH was only able to allocate a portion of the original funds to projects, and in such cases, only for use during the first two (2) years of the the program (Round 1 Funding Memorandum). Per the June 20, 2023 Memorandum, as part of the May Revision and 2023 Budget Act, the Administration restored all original funding to the PH-Career Ladder allowing CDPH to allocate additional funding for the full four (4) year period of the program for all previously funded projects and to allow additional projects to be funded as well (Round 2 Funding Memorandum).

According to the Memorandum dated May 1, 2023 (the Round 1 Funding Notice of Award), Inyo County Health & Human Services was awarded funding for up to two years as requested for PH- Career Ladder Program Project #1. Round 2 funding provides this project with funding for years 3 and/or 4 of the program for a total of \$149,572.50.

In addition, as part of Round 2, Inyo County Health & Human Services was awarded for up to four years of funding as requested for PH—Career Ladder Project #2 in the amount of \$97,125.

The total for all awarded projects over the 4-year period is \$246,697.50.

**Round 1 and 2 Funding Summary of Awarded Project(s):**

*Project #1*

Reimbursement of Educational Costs for Eligible Employees, Priority #1.

*Scope of Work:*

Tuition Reimbursement- Reimburse up to 4 employees that are enrolled in regionally accredited institutions in the public health field.

*Round 1 Awarded Funds:*

FY 22/23: \$35,000

FY 23/24: \$30,975

*Round 2 Awarded Funds:*

FY 24/25: \$35,000

FY 25/26: \$35,000

*Project #1*

Reimbursement of Educational Costs for Eligible Employees, Priority #1.

*Scope of Work:*

Reimbursement of Continuing Education Units- Reimburse for continuing education units required to maintain an individual's license or certification.

*Round 1 Awarded Funds:*

FY 22/23: \$2,500

FY 23/24: \$2,212.50

*Round 2 Awarded Funds:*

FY 24/25: \$2,500

FY 25/26: \$2,500

*Project #1*

Reimbursement of Educational Costs for Eligible Employees, Priority #1.

*Scope of Work:*

Reimburse licensure costs for eligible staff- payment of licensure costs, examination fees.

*Round 1 Awarded Funds:*

FY 22/23: \$1,000

FY 23/24: \$885

*Round 2 Awarded Funds:*

FY 24/25: \$1,000

FY 25/26: \$1,000

*Project #2*

Contract development and training programs and certification in public health and related fields, Priority #2.

*Scope of Work:*

We will be pursuing a contract with an accredited educational institution to bring training to our county for staff in public health, public administration, or related fields such as social services or behavioral health, and wellness and trauma informed training.

We will also provide registration costs and travel costs if there is a training or program out of county.

We hope to support up to 5 courses each year in public health, public administration, or related fields such as social services or behavioral health, and wellness and trauma informed training.

We would offer some courses to the entire staff- up to 30 staff but depending on capacity would most likely see around 10-15 staff at each course.

Contract with accredited educational institution to supply up to 5 courses

*Round 2 Awarded Funds:*

FY 22/23: \$25,000

FY 23/24: \$22,125

FY 24/25: \$25,000

FY 25/26: \$25,000

**Round 1 and 2 Combined Funding Schedule:**

Funding can be requested via invoice to CDPH's Project Representative at the beginning of each Fiscal Year (FY), according to the payment schedule below:

FY 22/23	\$63,500.00
FY 23/24	\$56,197.50
FY 24/25	\$63,500.00
FY 25/26	\$63,500.00
TOTAL	\$246,697.50

**Funding Terms**

The grant's funding period will be July 1, 2022 through June, 30, 2026. The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.

**Reporting and Evaluation Requirements**

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH requires awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHJs will be required to report:

- The number of individuals participating in eligible educational pursuits.
- Summary of types of credentials and skills attained through the program.
- Number of employees hired to provide coverage for employees attaining educational opportunities.

**Local Health Jurisdiction's Project Representative:**

Grantee: Inyo County Health & Human Services - Public Health and Prevention  
Division  
Name: Stephanie Tanksley  
Address: 1360 N Main Street, Suite 213  
City, ZIP: Bishop, CA 93514  
Phone: 760-873-7359  
E-mail: [stanksley@inyocounty.us](mailto:stanksley@inyocounty.us) and [phadmin@inyocounty.us](mailto:phadmin@inyocounty.us)

**Exhibit B**  
**Budget Detail and Payment Provisions**

**1. Invoicing and Payment**

- A. Upon execution of the Grant and at the beginning of each State Fiscal Year (FY) (July 1), Grantee may submit a single invoice for each FY consistent with the table below for a total amount not to exceed the total amount specified on the CDPH 1229 Grant Agreement.

Grant Fiscal Year	Amount
2022/2023*	\$0.00
2023/2024	<b>\$119,698</b>
2024/2025	\$63,500
2025/2026	\$63,500
Total	<b>\$246,698</b>

\*The first year of funding is available for encumbrance or expenditure until June 30, 2025, to provide time to ramp up the program.

- B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

Kristen Guerrero  
California Department of Public Health  
Directors Office  
1615 Capitol Ave.  
Sacramento, CA 95814  
[Kristen.guerrero@cdph.ca.gov](mailto:Kristen.guerrero@cdph.ca.gov)

- C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

- D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the

**Exhibit B****Budget Detail and Payment Provisions**

program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

**5. Travel and Per Diem Reimbursement**

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

# ***In the Rooms of the Board of Supervisors***

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 11<sup>th</sup> day of July 2023 an order was duly made and entered as follows:

*HHS –  
CA Department of  
Public Health  
Agreement #22-  
1130*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to ratify and approve Agreement No. 22-1130 between the County of Inyo and California Department of Public Health for the provision of Public Health Workforce Career Ladder Education and Development in an amount not to exceed \$72,573.00 for the period of February 1, 2022, through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the County Administrative Officer to sign. Motion carried unanimously.

Routing
CC Purchasing Personnel Auditor CAO Other: HHS DATE: July 14, 2023

WITNESS my hand and the seal of said Board this 11<sup>th</sup>  
Day of July, 2023



NATHAN GREENBERG  
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg", is written over a horizontal line.

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





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

July 11, 2023

Reference ID:  
2023-3868

### California Public Health Workforce Career Ladder Education and Development Program

Health & Human Services

ACTION REQUIRED

#### ITEM SUBMITTED BY

Stephanie Tanksley, Deputy Director - Public Health & Prevention

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director

#### RECOMMENDED ACTION:

Ratify and approve Agreement No. 22-1130 between the County of Inyo and California Department of Public Health for the provision of Public Health Workforce Career Ladder Education and Development in an amount not to exceed \$72,573.00 for the period of February 1, 2022 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the County Administrative Officer to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

This funding will support our local public health workforce's eligible educational pursuits at a regionally accredited institution in public health, for nurses and other disciplines, including payment of licensure costs, examination fees, educational programs including certification and degree programs in public health, or related fields such as social services or behavioral health, and wellness and trauma informed training.

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant Funded (California Department of Public Health)	<b>Budget Unit</b>	045100
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4498
<b>Recurrence</b>	One-Time Revenue		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

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

The Board could choose not to approve this funding, resulting in the loss of funding to support local retention of our public health work force.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Memorandum of Understanding

**APPROVALS:**

Stephanie Tanksley	Created/Initiated - 6/16/2023
Darcy Ellis	Approved - 6/16/2023
Melissa Best-Baker	Approved - 6/16/2023
Anna Scott	Approved - 6/21/2023
Marilyn Mann	Approved - 6/21/2023
Keri Oney	Approved - 7/3/2023
John Vallejo	Approved - 7/3/2023
Amy Shepherd	Approved - 7/5/2023
Nate Greenberg	Final Approval - 7/5/2023

***California Public Health Workforce Career Ladder Education and Development  
Program***

**Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”**

**TO**

**Inyo County Health & Human Services- Public Health and Prevention Division,  
hereinafter “Grantee”**

**Implementing the “California Public Health Workforce Career Ladder  
Education and Development Program,” hereinafter “Project”**

**GRANT AGREEMENT NUMBER 22-11300**

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

**AUTHORITY:** The Department has authority to grant funds for the Projects from 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022).

**PURPOSE:** The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide

Grantee shall provide CDPH with an annual report of how Grant funds were ultimately spent. The report shall be due no later than 30 days after the end of each Calendar Year (December 31). CDPH reserves the right to postpone or withhold payment for each additional Grant year funding pending receipt and/or review of the annual report

**GRANT AMOUNT:** The maximum amount payable under this Grant Agreement shall not exceed the amount of \$72,573.00 (Seventy-Two Thousand Five Hundred Seventy-Three Dollars and Zero Cents)

**TERM OF GRANT AGREEMENT:** The term of the Grant shall begin on February 1<sup>st</sup>, 2022 and terminates on June 30<sup>th</sup>, 2026]. No funds may be requested or invoiced for services performed or costs incurred after June 30<sup>th</sup>, 2026.

**PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant will be:

<b>California Department of Public Health</b>	<b>Grantee: Inyo County Health &amp; Human Services- Public Health and Prevention Division</b>
---	--

Name: Kristen Guerrero	Name: Stephanie Tanksley
Address: 1615 Capitol Ave.	Address: 1360 N Main Street, Suite 213
City, ZIP: Sacramento, CA	City, ZIP: Bishop, CA 93514
Phone: 916-719-5784	Phone: 760-873-7359
E-mail: Kristen.guerrero@cdph.ca.gov	E-mail: stanksley@inyocounty.us AND phadmin@inyocounty.us

Direct all inquiries to the following representatives:

<b>California Department of Public Health</b>	<b>Grantee: Inyo County Health &amp; Human Services- Public Health and Prevention Division</b>
Attention: Kristen Guerrero	Attention: Stephanie Tanksley
Address 1615 Capitol Ave.	Address: 1360 N Main Street, Suite 213
City, Zip Sacramento, CA	City, Zip: Bishop, CA 93514
Phone 916-719-5784	Phone: 760-873-7359
E-mail Kristen.guerrero@cdph.ca.gov	E-mail: stanksley@inyocounty.us AND phadmin@inyocounty.us

All payments from CDPH to the Grantee; shall be sent to the following address:

<b>Remittance Address</b>
<b>Grantee: Inyo County Health &amp; Human Services- Public Health and Prevention Division</b>
Attention "Cashier": Inyo County Health & Human Services
Address: P.O. Drawer H
City, Zip: Independence, CA 93526
Phone: 760-878-0237
E-mail: inyohhsfiscal@inyocounty.us

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee



Data Supplement which can be requested through the CDPH Project Representatives for processing.

**STANDARD GRANT PROVISIONS.** The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A GRANT APPLICATION

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATION (RFA)

Exhibit E ADDITIONAL PROVISIONS

**GRANTEE REPRESENTATIONS:** The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: 07/11/2023



Nate Greenberg, County Administrative Officer  
1360 N/ Main Street Bishop, CA 93514

Digitally signed by Timothy  
Bow

**Timothy Bow**

Date: 2023.07.18 10:54:07  
-07'00'

Date:

Tim Bow, Procurement Officer  
California Department of Public Health  
1615 Capitol Avenue,  
Sacramento, CA 95899-7377



## California Department of Public Health MEMORANDUM

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**DATE:** May 1, 2023

**TO:** Inyo County Health & Human Services

**FROM:** California Department of Public Health

**SUBJECT:** Notice of Award California Public Health Workforce Career Ladder and Education (PH-Career Ladder) Program

In December 2022, the California Department of Public Health (CDPH) released the Career Ladder Funding Application in accordance with funding appropriated in the 2022 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder).

The purpose of this memo serves as a notice of award granted to Inyo County Health & Human Services - Public Health and Prevention Division, for the applicant's PH-Career Ladder Program Projects #1, for the total amount of \$72,573.

**Summary of Awarded Project(s):**

*Project #1*

Reimbursement of Educational Costs for Eligible Employees, Priority #1.

*Scope of Work:*

Tuition Reimbursement- Reimburse up to 4 employees that are enrolled in regionally accredited institutions in the public health field.

*Awarded Funds:*

FY 22/23: \$35,000

FY 23/24: \$30,975

*Project #1*

Reimbursement of Educational Costs for Eligible Employees, Priority #1.

*Scope of Work:*

Reimbursement of Continuing Education Units- Reimburse for continuing education units required to maintain an individual's license or certification.

*Awarded Funds:*

FY 22/23: \$2,500

FY 23/24: \$2,213

*Project #1*

## Reimbursement of Educational Costs for Eligible Employees, Priority #1.

### *Scope of Work:*

Reimburse licensure costs for eligible staff- payment of licensure costs, examination fees.

### *Awarded Funds:*

FY 22/23: \$1,000

FY 23/24: \$885

### **Funding Schedule:**

Funding can be requested via invoice to CDPH's Project Representative at the beginning of each Fiscal Year (FY), according to the payment schedule below:

FY 22/23	\$38,500
FY 23/24	\$34,073
FY 24/25	\$0
FY 25/26	\$0
TOTAL	\$72,573

### **Funding Terms**

The grant's funding period will be February 1, 2023 through June, 30, 2026. The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.

### **Reporting and Evaluation Requirements**

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH requires awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHJs will be required to report:

- The number of individuals participating in eligible educational pursuits.
- Summary of types of credentials and skills attained through the program.
- Number of employees hired to provide coverage for employees attaining educational opportunities.

### **Local Health Jurisdiction's Project Representative:**

Grantee: Inyo County Health & Human Services - Public Health and Prevention Division  
 Name: Stephanie Tanksley  
 Address: 1360 N Main Street, Suite 213  
 City, ZIP: Bishop, CA 93514

Phone: 760-873-7359

E-mail: [stanksley@inyocounty.us](mailto:stanksley@inyocounty.us) and [phadmin@inyocounty.us](mailto:phadmin@inyocounty.us)



**Exhibit B**  
**Budget Detail and Payment Provisions**

**1. Invoicing and Payment**

- A. Upon execution of the Grant and at the beginning of each State Fiscal Year (FY) (July 1), Grantee may submit a single invoice for each FY consistent with the table below for a total amount not to exceed the total amount specified on the CDPH 1229 Grant Agreement.

Grant Fiscal Year	Amount
2022/2023*	\$38,500.00
2023/2024	\$34,073.00
2024/2025	
2025/2026	
Total	\$72,573.00

\*The first year of funding is available for encumbrance or expenditure until June 30, 2025, to provide time to ramp up the program.

- B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

Kristen Guerrero  
California Department of Public Health  
Directors Office  
1615 Capitol Ave.  
Sacramento, CA 95814  
[Kristen.guerrero@cdph.ca.gov](mailto:Kristen.guerrero@cdph.ca.gov)

- C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

- D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the

**Exhibit B**  
**Budget Detail and Payment Provisions**

program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

**5. Travel and Per Diem Reimbursement**

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## **EXHIBIT C**

### **STANDARD GRANT CONDITIONS**

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with

the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

  - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
  - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
  - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
  - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
  - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any

disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

**17. RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

**18. VENUE: (This provision does not apply to Local Governmental Entities)**

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

**19. STATE-FUNDED RESEARCH GRANTS:**

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
  - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
  - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
  - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the

manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.





TOMÁS J. ARAGÓN, MD, DrPH  
Director and State Public Health Officer

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

LHJ-L 22-01

Date: December 1, 2022  
To: California Local Health Jurisdictions (LHJs)  
From: California Department of Public Health  
Re: California Public Health Workforce Career Ladder Education and Development Program Application Guidance and Templates

## I. Overview

This Local Health Jurisdiction Letter (LHJ-L) provides Local Health Jurisdictions (LHJs) with an overview of funding appropriated in the 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder) and the process for applying for these funds.

Career Ladder Education and Development Program applications must be submitted to CDPH Director's Office (DO) by **January 31, 2023** via email to [Susan.Fanelli@cdph.ca.gov](mailto:Susan.Fanelli@cdph.ca.gov) with a cc to [Kristen.Guerrero@cdph.ca.gov](mailto:Kristen.Guerrero@cdph.ca.gov).

The Director's Office, in collaboration with the County Health Executives Association of California (CHEAC), California Conference of Local Health Officers/Health Officers Association of California (CCLHO/HOAC) and Service Employees International Union California (SEIU), will review all applications submitted by LHJs and determine funding awardees and amounts.

Of the \$75.6 million Public Health Equity and Readiness Opportunity (HERO) Initiative investments, \$12.8 million (\$3.2 million per year, over four years) has been allocated for California Public Health Workforce Career Ladder Education Development Program to support state and local workforce retention.

This application opportunity will cover the entire four years of the PH-Career Ladder Program, covering fiscal years 2022-23 to 2025-26. The first year of funding is available for encumbrance or expenditure until June 30, 2025, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.



CDPH intends to provide 70 percent – \$8.9m (\$2.24 million per year) – to LHJs. CDPH will use the remaining 30 percent – \$3.9m (\$1.3 million per year) to support the CDPH workforce. Local Health Jurisdictions may apply to CDPH for grants to support education and training opportunities for incumbent employees within the governmental public health workforce. The purpose of these funds is to support worker upskilling to improve retention of the public health workforce and help incumbent workers develop their skills to meet future public health demands.

## II. Eligible uses of funding

Eligible uses of funding shall include any of the following so long as it supports the public health workforce in a local health department:

- Providing stipends to eligible employees to offset the loss of compensation for up to 12 hours per work week for eligible educational pursuits. Stipends shall be up to \$600 per week per eligible employee for up to 12 weeks per year. An individual can receive stipend payments each year of the program, for a total of 48 weeks. As such, funding in Year 1 will be limited to the included stipend amount and timeline.
- Hiring additional employees to support the goals of the program, such as covering employees while they participate in eligible educational pursuits.
- Reimbursing eligible employees for educational costs such as tuition, registration fees, or other related educational expenses when participating in eligible educational pursuits.
  - Allowable costs include but are not limited to continuing education for nurses and other disciplines, payment of licensure costs, examination fees, educational programs including certification and degree programs in public health, environmental health, or related fields such as social services or behavioral health, and wellness and trauma informed training.
  - Note: Loan repayments **are not** an eligible use of this funding.

## Definitions

“Eligible employee” means a full or part-time employee within a local health department or the State Department of Public Health who has been employed by that entity for a minimum of one year. Staff hired during the first year of the PH-Career Ladder program (FY 2022-23) may be eligible to participate in subsequent years of the program.

“Eligible educational pursuits” includes any of the following:

(A) Educational programs at regionally accredited institutions in the public health field, such as nursing, microbiology, public health, public administration, epidemiology, lab science, and community health;

(B) Industry-recognized training programs related to the public health field;



(C) Continuing education units required to maintain an individual's license or certification; or

(D) Earn and learn programs, as defined in subdivision (q) of Section 14005 of the Unemployment Insurance Code, in the public health field. Eligible educational pursuits can be completed in person, online, or through hybrid training opportunities.

### **III. Local Health Jurisdiction Application Process**

LHJs should provide a letter of interest to CDPH that will serve as the application, indicating how the jurisdiction will use the funds consistent with the purposes outlined above and a budget for the full 4-year term of funds (broken out by year). LHJs should follow the sample Letter of Intent (Attachment A). In addition, for each proposed project the LHJ must complete the Project Template (Attachment B).

LHJs may apply individually, as a region, or as a multi-LHJ applicant. LHJs choosing to apply as a regional or multi-LHJ applicant may also apply separately as long as there is no overlap in proposed activities. LHJs are also strongly encouraged to partner with respective labor organizations to promote the best use of these funds in supporting your workforce. CDPH cannot provide direct reimbursement to individuals employed by LHJs.

Submissions must include the following:

- Number of employees that will be served each year (this may include multi-year educational pursuits for an employee or different employees served in each year of the program).
- The proposed use of the funds, including itemized costs for each activity.
- The total amount requested.
- The total number of staff that will be included in each proposed activity.
- Description of how the various funding considerations listed below will be addressed by your planned activities.

Funding awards will be determined by CDPH in collaboration with CHEAC, CCLHO/HOAC, and SEIU California. When applying, LHJs should include a list of activities in priority order.

### **IV. Funding considerations will include:**

- Diversity in geography and size of LHJ(s) applying, and proposed activities
- Total cost of each activity over 4-year timeframe
- Number of employees proposed to be served under each activity – cohorts vs. individual support
- Workforce gaps identified and how the activities will reduce the gaps (e.g., provide a copy of a needs assessment or other evidence of the workforce gaps that exist in the LHJ)

- Individual cost of each employee served
- Type of training/activity for upskilling employees and whether the LHJ has used an education/institutional partner for the training/activity (preference for public higher education entities and/or labor-management training entities that have experience training public sector employees)
- Timeline for use of the proposed funds
- How the activity builds on other federal, state, or local funding streams dedicated to workforce development
- Health Equity – how the proposed activity fosters diversity, equity, and inclusion in workforce development
- Opportunities for partnership between LHJs and the State (e.g., please contact Kristen Guerrero if you have an idea for partnering with the state)
- Jurisdictions with high vacancy rates and how upskilling addresses current and/or projected vacancies, and LHJ ability to learn and scale

LHJs are encouraged to limit administrative costs and if possible leverage other funding sources for both administrative costs and for items such as training platforms/software. Including these administrative and equipment costs in the proposed budget will drive up the cost per employee served and may make applications less competitive. The goal is to support development of as many staff as possible.

While individual award amounts are not yet determined, CDPH estimates that awards could range between \$50,000 and \$500,000 over the 4-year period, depending on the number of applications received. Other important information:

- There is no minimum award amount that may be requested.
- No LHJ will receive more than 30% of the total available funds.
- Funds will be disbursed to awarded LHJs on an annual basis at the beginning of each fiscal year.

## V. Timeline

CDPH anticipates utilizing the following timeline for this program:

- October 2022: Information Released to LHJs
- November 7, 2022: LHJ Informational Webinar
- November 30, 2022: CDPH to Distribute Application Materials
- January 31, 2023: LHJ Applications Due to CDPH
- February – March 2023: Funding Awards Announced
- December 2024: CDPH Expenditure Assessment (see below)

## **VI. Reporting & Evaluation**

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH will also require awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHDs will be required to report:

- The number of individuals participating in eligible educational pursuits
- Summary of types of credentials and skills attained through the program
- Number of employees hired to provide coverage for employees attaining educational opportunities

## **VII. Questions**

Questions can be directed to Kristen Guerrero at [Kristen.guerrero@cdph.ca.gov](mailto:Kristen.guerrero@cdph.ca.gov).

## **VIII. Attachments**

- Attachment A: Career Ladder Education and Development Program Letter of Intent Template
- Attachment B: Career Ladder Education and Development Program: Project Overview Template

## **Attachment A**

### **Career Ladder Education and Development Program: Letter of Intent**

*Place Template language on Jurisdiction Letterhead, determine need for paragraphs highlighted in red font and fill in as needed.*

Date

To:  
California Department of Public Health  
Director's Office  
Attention: Kristen Guerrero  
MS 0500  
P.O. Box 997377  
Sacramento, CA 95899-7377

RE: APPLICATION FOR CAREER LADDER FUNDS

This letter serves as our formal request for funds to develop our public health workforce via the following projects, listed in priority order:

- 1.
- 2.
- 3.

These projects are further outlined in attached project overview including a description of each project, an itemized list of costs by year, the target audience and intended number of participants, as well as other required information.

Our Agency acknowledges that this is a competitive process and that our Agency may be awarded funds for all, some, or none of the proposed projects. Given this competitive process, Our Agency has prioritized the projects in the order listed above. Our Agency acknowledges the list of considerations that will be reviewed in making funding decisions and have done our best to include information to address these considerations as appropriate.

*Please indicate if you are submitting letters of support if they have worked with employee organizations/union or other partners as part of this application process or you have other data that supports your choice of projects. Please indicate here if you are submitting other attachments. If no applicable information to provide, delete this paragraph.*

*Please indicate if you are applying on behalf of more than one jurisdiction or partnering with the state for any activity. In addition to this letter of intent, please have each jurisdiction involved submit a letter of support/collaboration in the project. Please also break out the number of participants to be served by jurisdiction for each project.*

If awarded funding, our Agency certifies that we will provide required data and information including actual expenditures according to progress report dates as identified by CDPH. Our agency further certifies that the signatory of this letter is authorized to apply on behalf of the jurisdiction.

Sincerely,

First & Last Name

Title

Organization



## **Attachment B**

### **Career Ladder Education and Development Program: Project Overview Template**

*LHJ must complete this 2-page template for each project. If easier text boxes may be deleted in the narrative portion of this template and LHJ can simply type below each header.*

**Add LHJ name here.**

#### **Project Title and (Priority Number)**

Fill in title here (#1)

#### **Description of Project**

Add description of the project.

*Note: if your program incorporates stipends, please answer the following question: If future budget allocations allow for greater flexibility in stipend duration, would your program design benefit from more than 12 weeks per year? Please respond Yes or No.*

#### **Target Audience**

Describe the target audience and overall number of participants anticipated

#### **Why and how was this project prioritized?**

Describe why you chose this project including how you included your workforce or data in the decision-making.

## Intended Outcomes

How will this project help you to better prepare your workforce, retain them, and/or provide a career path for your existing staff?

### Budget by Year

<b>Year 1 Budget – FY 2022-23</b>	<b>Total Year 1</b>
Line item #1 (w/ brief description)	Cost Line Item #1
Line item #2 (w/ brief description)	Cost Line item #2
Line item #3 (w/ brief description)	Cost Line Item #3
Line item #4 (w/ brief description)	Cost Line Item #4
<i>Total number of participants Year 1</i>	<i>Total # of Participants Year 1</i>
<b>Year 2 Budget – FY 2023-24</b>	<b>Total Year 2</b>
Line item #1 (w/ brief description)	Cost Line Item #1
Line item #2 (w/ brief description)	Cost Line item #2
Line item #3 (w/ brief description)	Cost Line Item #3
Line item #4 (w/ brief description)	Cost Line Item #4
<i>Total number of participants Year 2</i>	<i>Total # of Participants Year 2</i>
<b>Year 3 Budget – FY 2024-25</b>	<b>Total Year 3</b>
Line item #1 (w/ brief description)	Cost Line Item #1
Line item #2 (w/ brief description)	Cost Line item #2
Line item #3 (w/ brief description)	Cost Line Item #3
Line item #4 (w/ brief description)	Cost Line Item #4
<i>Total number of participants Year 3</i>	<i>Total # of Participants Year 3</i>
<b>Year 4 Budget – FY 2025-26</b>	<b>Total Year 4</b>
Line item #1 (w/ brief description)	Cost Line Item #1
Line item #2 (w/ brief description)	Cost Line item #2
Line item #3 (w/ brief description)	Cost Line Item #3
Line item #4 (w/ brief description)	Cost Line Item #4
<i>Total number of participants Year 4</i>	<i>Total # of Participants Year 4</i>
<b>TOTAL BUDGET REQUEST</b>	<b>Total for All 4 Years</b>



Exhibit E  
Additional Provisions

**1. Cancellation / Termination**

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
  - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
  - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
  - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Exhibit E  
Additional Provisions

- 1) Place no further order or subgrants for materials, services, or facilities.
  - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
  - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
  - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

**2. Avoidance of Conflicts of Interest by Grantee**

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
  - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit E  
Additional Provisions

- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

**3. Dispute Resolution Process**

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
  - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit E  
Additional Provisions

- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-113

### Business, Consumer Services, and Housing Agency Agreement for Homeless Housing, Assistance, and Prevention Program Round 5 Funding Health & Human Services - Fiscal ACTION REQUIRED

#### ITEM SUBMITTED BY

Melissa Best-Baker, Deputy Director - Fiscal  
Oversight and Special Operations

#### ITEM PRESENTED BY

Melissa Best-Baker, Deputy Director - Fiscal  
Oversight and Special Operations

#### RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and the Business, Consumer Services and Housing Agency (BCSH) of the State of California Department of General Services for the provision of Homeless Housing, Assistance, and Prevention Program Round 5 (HHAP 5) in an amount not to exceed \$247,950.12 for the period commencing upon BCSH approval of agreement through June 30, 2029, and authorize the Health & Human Services Director to sign the standard agreement, initial designated pages of Exhibits A-F, and sign and submit the HHAP 5 HPD Request for Funds Form.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Homeless Housing, Assistance, and Prevention Program (HHAP) was established in the FY 2019-2020 State budget as a one-time block grant. HHAP was designed to provide jurisdictions with one-time grant funding to support regional coordination, as well as to expand and/or develop regional capacity to address homelessness challenges. There are now five rounds of HHAP funding available to local jurisdictions through an application and allocation award process. Funds must be expended on evidence-based solutions that address and prevent homelessness among eligible populations. Authorized expenditures include rental assistance/rapid rehousing operating subsidies for supportive housing units, shelters, and navigation centers; landlord incentives; outreach and coordination; systems support for activities needed to create regional partnerships and maintain homeless and housing services; delivery of permanent housing and innovative housing solutions such as hotel/motel conversions; prevention and shelter diversion; and new navigation centers and emergency shelters.

This funding is only available to Continuum of Cares. Inyo County is part of the Eastern Sierra Continuum of Care (ESCoC), CA-530, which includes Inyo, Mono, and Alpine counties. The ESCoC is a coalition of service providers, counties, county agencies, and stakeholders who work towards identifying solutions to homelessness on a local and regional level.

Inyo County Health and Human Services agreed to take the role of Collaborative Applicant, as well as the lead agency for the Homeless Management Information System (HMIS) in May 2022, and has worked with the Department of Housing and Urban Development and California's Business, Consumer

Services and Housing Agency (BCSH) to become the designated administrative entity. This designation allowed the department to apply for the fifth round of HHAP funding in December 2024, on behalf of the ESCoC, as well as pooling the county allocations available to Inyo and Mono counties into the application, bringing the total grant request to \$247,950.12, maximizing the funding available to serve all three counties in the region.

The ESCoC recommendations for the use of HHAP 5 funding include funding for administrative activities; services to homeless youth; and permanent supportive and service-enriched housing. The funds will primarily be used to deliver permanent housing and innovative housing solutions in order to support existing housing projects in Inyo and Mono counties, and to ensure that gaps in funding resulting from increased or unplanned cost overruns do not disrupt project completion. The projects, such as Innsbruck Project Home Key in Mono County, Valley Apartments in Inyo County or Silver Peaks in Inyo County, were identified by the ESCoC as critical to building the affordable housing stock in the region.

Funding these projects, as well as other identified projects, will be based upon the amount needed to fill funding gaps and prioritized based upon project management needs.

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant Funded (Department of General Services)	<b>Budget Unit</b>	055900
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4498
<b>Recurrence</b>	Multi-year allocation	<b>Sole Source?</b>	N/A

If Sole Source, provide justification below

<b>Current Fiscal Year Impact</b>
Up to \$247,950.12 of funding which will provide each county in the CoC with monies to address homelessness.
<b>Future Fiscal Year Impacts</b>
Up to \$247,950.12 of funding which will provide each county in the CoC with monies to address homelessness.
<b>Additional Information</b>

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

The Board could choose not to accept HHAP 5 funding, which will result in the funds not being available to the Continuum of Care (CoC) service area of Inyo, Mono, and Alpine counties for identified housing projects.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Eastern Sierra Continuum of Care, Alpine County, Mono County, Eastern Sierra Community Housing

#### STRATEGIC PLAN ALIGNMENT:

**Thriving Communities** | Community Supporting Infrastructure Improvements  
**Thriving Communities** | Highest and Best use of Property  
**Thriving Communities** | Improve Housing Opportunities  
**Thriving Communities** | Enhanced Health, Social, & Senior Services

#### APPROVALS:

Tyler Davis	Created/Initiated - 2/13/2025
Darcy Israel	Approved - 2/13/2025

Anna Scott  
Melissa Best-Baker  
Keri Oney  
John Vallejo  
Amy Shepherd  
Nate Greenberg

Approved - 2/14/2025  
Approved - 2/14/2025  
Approved - 2/18/2025  
Approved - 2/18/2025  
Approved - 3/4/2025  
Final Approval - 3/17/2025

**ATTACHMENTS:**

1. Standard Agreement
2. Request for Funds Form
3. Authorized Signatures





STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-HHAP-10016

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

Upon HCD approval

THROUGH END DATE

6/30/2029

3. The maximum amount of this Agreement is:

\$247,950.12 (Two Hundred Forty Seven Thousand Nine Hundred Fifty Dollars and Twelve Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	13
Exhibit B	Budget Detail and Disbursement Provisions	4
Exhibit C *	State of California General Terms and Conditions	GTC 04/2017
+ - Exhibit D	HHAP General Terms and Conditions	11
+ - Exhibit E	Special Terms and Conditions	3
+ -	TOTAL NUMBER OF PAGES ATTACHED	31

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

County of Inyo

CONTRACTOR BUSINESS ADDRESS

1360 N Main Street, Suite 201

CITY

Bishop

STATE

CA

ZIP

93514

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-HHAP-10016

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

TITLE

Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo, dated 06/12/1981)

**EXHIBIT A**

**AUTHORITY, PURPOSE, AND SCOPE OF WORK**

**1. Authority**

This Standard Agreement (“Agreement”) is an agreement regarding Homeless Housing, Assistance, and Prevention Program Round 5 (HHAP-5 or Program) funds.

- A. The State of California established HHAP-5 pursuant to the provisions in Chapter 6.5 (commencing with Health and Safety Code (HSC) section 50230) of Part 1 of Division 31 of the HSC. (Amended by Stats. 2023, Ch. 40, Sec. 17 (AB 129) effective July 10, 2023).
- B. The Program is administered by the California Department of Housing and Community Development (HCD) in the Business, Consumer Services and Housing Agency (Agency). HHAP-5 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous HCD grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.
- C. This Standard Agreement/Contract for Funds along with all its exhibits (Agreement) is entered into by HCD and a Continuum of Care, a city, or a county (Grantee) under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the [Notice of Funding Availability](#) (NOFA) dated September 29, 2023, under which the Grantee applied, HCD guidance and directives and the requirements appearing in the statutory authority for the Program cited above.

**2. Purpose**

HHAP-5 is established for the purpose of organizing and deploying the full array of homelessness programs and resources comprehensively and effectively, and to sustain existing federal, state, and local investments towards long-term sustainability of permanent housing and supportive services. The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those

Program Name: Homeless Housing, Assistance, and Prevention Program  
Round 5 “HHAP-5”  
NOFA Date: September 29, 2023  
Approved Date: August 8, 2024  
Prep Date: November 1, 2024

**EXHIBIT A**

individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (See HSC section 50230 et seq.).

HHAP funding shall:

- A. Be available to applicants for the purpose of reimbursement for planning and preparing the Regionally Coordinated Homelessness Action Plans required for the HHAP-5 application.
- B. Continue to build regional collaboration between Continuums of Care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness by fostering robust regional collaboration and strategic partnerships aimed at fortifying the homeless services and housing delivery system. This should be achieved through the formulation of data-driven and cross-system plans designed to allocate resources in alignment with the state's priorities for homeless housing solutions. This means implementing strategies that create and sustain regional partnerships and prioritize permanent housing solutions.
- C. Ensure the long-term sustainability of housing and supportive services, by strategically pairing these funds with other local, state, and federal resources to effectively reduce and ultimately end homelessness. Grantees are encouraged to follow the guidance provided in ["Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness"](#).
- D. Demonstrate sufficient resources dedicated to long-term permanent housing solutions, including capital and operating costs.
- E. Demonstrate a commitment to address racial disproportionality in homeless populations and achieve equitable provision of services and outcomes for Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.
- F. Establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all

**EXHIBIT A**

levels of planning and implementation, including through opportunities to hire people with lived experience.

- G. Fund projects that provide housing and services that are Housing First compliant, per HSC section 50234(f), and delivered in a low barrier, trauma informed, and culturally responsive manner. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving interim or permanent housing, or other services for which these funds are used.
- H. Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

3. **Definitions**

The following HHAP-5 program terms are defined in accordance with HSC section 50230, subdivisions (A) – (X):

- A. “Agency” means the Business, Consumer Services, and Housing Agency.
- B. “Applicant” means a Continuum of Care, city, county, or a region for purposes of the Regionally Coordinated Homelessness Action Plan requirements pursuant to this chapter.
- C. “City” means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- D. “Continuum of Care” means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- E. “Coordinated Entry System” means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or

**EXHIBIT A**

coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

- F. “Regionally Coordinated Homelessness Action Plan” means the regionally coordinated homelessness action plan described in Section 50233.
- G. “Council” means the associated staff within the Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- H. “Department” means the Department of Housing and Community Development.
- I. “Emergency shelter” has the same meaning as defined in subdivision (e) of Section 50801.
- J. “Grantee” means an eligible applicant that has received its initial Round 5 base allocation or total Round 5 base allocation, as applicable.
- K. “Homeless” has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- L. “Homeless Management Information System” means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term “Homeless Management Information System” also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- M. “Homeless point-in-time count” means the most recently available point-in-time count data as reflected in the Annual Homeless Assessment Report released by the United States Department of Housing and Urban Development.

**EXHIBIT A**

- N. “Homeless youth” means an unaccompanied youth between 12 and 24 years of age who is experiencing homelessness, as defined in Section 725(2) of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). “Homeless youth” includes unaccompanied youth who are pregnant or parenting.
- O. “Housing First” has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.
- P. “Jurisdiction” means a city, county, Continuum of Care, or tribe, as defined in this section.
- Q. “Memorandum of Understanding” has the same meaning as defined in subdivision (f) of Section 50233.
- R. “Navigation center” means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- S. “Program” means Round 5 of the Homeless Housing, Assistance, and Prevention program, or Round 5, established pursuant to this chapter.
- T. 1) “Base program allocation” means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges pursuant to the allowable uses specified in Section 50236.
- 2) “Homekey supplemental allocation” means the portion of program funds available to eligible jurisdictions as supplementary Homekey resources, as defined in Section 50237.
- U. “Recipient” means a jurisdiction that receives funds from HCD for the purposes of the program.
- V. 1) Except as set forth in paragraph 2) below, “region” means the geographic area served by a county, including all cities and Continuum of Care within it. A region that has a Continuum of Care that serves multiple counties may submit a plan that covers multiple

**EXHIBIT A**

counties and the cities within them, or the Continuum of Care may participate in the Regionally Coordinated Homelessness Action Plan of each individual county that is part of the Continuum of Care along with the cities within the county.

- 2) All Continuums of Care within the County of Los Angeles shall be considered part of a single region, along with the county and big cities within the county.
- W. “Small jurisdiction” means a city that is under 300,000 in population as of January 1, 2022, according to data published on the internet website of the Department of Finance.
- X. “Tribe” or “tribal applicant” means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code that is located in California.

**Additional definitions for the purposes of the HHAP-5 program:**

**Allocations:**

“Initial HHAP-5 Base Allocation”: fifty percent (50%) of the eligible city, county, or Continuum of Care’s HHAP-5 allocation.

“HHAP-5 Planning Allocation”: one hundred percent (100%) of the eligible city, county, or Continuum of Care’s HHAP Round 5 planning allocation.

“Initial Supplemental Funding Allocation”: one hundred percent (100%) of the eligible city, county, or Continuum of Care’s share of the one hundred (\$100) million Supplemental Allocation.

“Remainder Disbursement”: the remaining fifty percent (50%) of the eligible city, county, or Continuum of Care’s HHAP- 5 base allocation.

“Obligate”: means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-5 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.



**EXHIBIT A**

“Expended”: means all HHAP-5 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4. **Scope of Work**

- A. The Scope of Work (“Work”) for this Agreement shall include uses that are consistent with HSC section 50234, subdivision (a) (1), and section 50236, and any other applicable laws.
- B. HHAP-5 Planning Allocation funds are for the purpose of planning for and preparing the Regionally Coordinated Homelessness Action Plan required as part of the HHAP-5 regional application. Any Planning Allocation funds that are not spent on the preparation of the HHAP-5 application must be expended consistent with the purpose and requirements of the HHAP-5 program, as described below.
- C. Provided that before proposing to use HHAP-5 resources to fund new interim housing solutions, the applicant first demonstrates that the region has dedicated sufficient resources from other sources to long-term permanent housing solutions, including capital and operating costs, allowable uses of HHAP-5 base program allocation funds include all of the following:
  - 1) Permanent housing solutions, including all of the following:
    - a) Rental subsidies, including to support placement of individuals in Community Assistance, Recovery and Empowerment (CARE) Court.
    - b) Landlord incentives, such as security deposits, holding fees, funding for needed repairs, and recruitment and relationship management costs.
    - c) Move-in expenses.
    - d) Operating subsidies in new and existing affordable or supportive housing units serving people experiencing homelessness, including programs such as Homekey, new or existing residential care facilities, funded by the Behavioral Health Continuum Infrastructure Program or the

**EXHIBIT A**

Community Care Expansion Program. Operating subsidies may include operating reserves.

- e) Homelessness prevention through rental assistance, rapid rehousing, and other programs, so long as they prioritize households at imminent risk of homelessness or households with incomes at or below thirty percent (30%) of the area median income, who pay more than fifty percent (50%) of their income in housing costs, and who meet criteria for being at highest risk of homelessness through data-informed criteria.
  - f) Problem-solving and diversion support programs that prevent people at risk of or recently experiencing homelessness from entering unsheltered or sheltered homelessness.
  - g) Services for people in permanent housing, so long as the services are trauma-informed and practice harm reduction, to include intensive case management services, assertive community treatment services, critical time intervention services, other tenancy support services, evidence-based employment services, coordinating mental health, substance use, and primary care treatment, or other evidence-based supportive services to increase housing retention.
  - h) Capital for permanent housing that serves people experiencing homelessness, including conversion of underutilized buildings or existing interim or transitional housing into permanent housing.
- 2) Interim housing solutions, including all of the following:
- a) Navigation centers that are low barrier, as defined in Sections 65660 and 65662 of the Government Code, to include any of the following:
  - b) Operating expenses in existing congregate shelter sites.

**EXHIBIT A**

- c) Operating expenses in new or existing non-congregate shelter sites and transitional housing for youth.
  - d) Motel or hotel vouchers.
  - e) Services provided to people in interim housing, to include trauma-informed and evidence-based intensive case management services, housing navigation, connecting people to substance use or mental health treatment, public benefits advocacy, and other supportive services to promote stability and referral into permanent housing.
  - f) Capital funding to build new non-congregate shelter sites, including for construction, rehabilitation, and capital improvements to convert existing congregate sites into non-congregate sites.
  - g) Capital funding for clinically enhanced congregate or non-congregate shelter sites.
  - h) Youth-focused services in transitional housing.
- 3) Service provisions and systems support including all of the following:
- a) Services for people experiencing unsheltered homelessness, including street outreach, including, but not limited to, persons experiencing homelessness from encampment sites and those transitioning out of encampment sites funded by the program known as the Encampment Resolution Funding Grant consistent with HSC Section 50251 to access permanent housing and services. This includes evidence-based engagement services, intensive case management services, assertive community treatment, housing navigation, harm reduction services, coordination with street-based health care services, and hygiene services for people living in encampments and unsheltered individuals.
  - b) Services coordination, which may include access to workforce, education, and training programs, or other

**EXHIBIT A**

services needed to promote housing stability in supportive housing.

- c) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations, including families and homeless youth.
  - d) Improvements to existing emergency shelters to lower barriers and increase privacy.
  - e) Any new interim sheltering funded by Round 5 funds must be low-barrier, comply with Housing First practices as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.
- 4) In addition to the eligible uses described above, the Grantee's expenditure of its entire HHAP-5 Base Allocation must also comply with the following:
- a) At least ten percent (10%) of the funds shall be spent on services for homeless youth populations.
  - b) Not more than seven percent (7%) of funds may be used for administrative costs incurred by the city, county, or Continuum of Care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

Grantee shall perform the work only in the areas as identified, and in accordance with any guidance from HCD.

5) **Contract Coordinator**

HCD's Contract Coordinator for this Agreement is HCD's Grants Program Design Section Chief or their designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be sent to the HCD Contract Coordinator electronically.

**EXHIBIT A**

The Representatives during the term of this Agreement will be:

	<b>PROGRAM</b>	<b>GRANTEE</b>
<b>ENTITY:</b>	California Department of Housing & Community Development	County of Inyo
<b>SECTION/UNIT:</b>	Policy and Program Support	
<b>ADDRESS:</b>	651 Bannon St SW, Suite 400 Sacramento, CA, 95811	1360 N Main Street, Suite 201, Bishop, CA 93514
<b>CONTRACT COORDINATOR</b>	Jeannie McKendry	Melissa Best-Baker
<b>PHONE NUMBER:</b>	(916) 490-9589	(760) 878-0232
<b>EMAIL ADDRESS:</b>	<a href="mailto:HPDHomelessnessGrants@hcd.ca.gov">HPDHomelessnessGrants@hcd.ca.gov</a> <a href="mailto:Jeannie.McKendry@hcd.ca.gov">Jeannie.McKendry@hcd.ca.gov</a>	<a href="mailto:mbestbaker@inyocounty.us">mbestbaker@inyocounty.us</a>

All requests to update the Grantee information listed within this Agreement shall be emailed to the HPD Homelessness Grants general email box at [HPDHomelessnessGrants@hcd.ca.gov](mailto:HPDHomelessnessGrants@hcd.ca.gov). HCD reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6) **Effective Date, Term of Agreement, and Deadlines**

- A. This Agreement is effective upon approval by HCD (indicated by the signature provided by HCD in the lower left section of page one, Standard Agreement, STD. 213), and when signed by all parties. Funds will be disbursed in accordance with Section 4 of Exhibit B.
- B. This Agreement shall terminate on June 30, 2029.
- C. On or before January 1, 2026, a Grantee shall submit to the Department an updated Regionally Coordinated Homelessness Action Plan, which shall include updates on the metrics and key actions to improve these metrics, which shall be reviewed and approved by HCD pursuant to HSC 50235 subdivision (h). A Grantee shall contractually obligate no less than seventy-five percent (75%) and shall expend no less than fifty percent

Program Name: Homeless Housing, Assistance, and Prevention Program  
Round 5 "HHAP-5"  
NOFA Date: September 29, 2023  
Approved Date: August 8, 2024  
Prep Date: November 1, 2024

**EXHIBIT A**

(50%) of their initial fifty percent (50%) HHAP-5 base allocation disbursement by June 30, 2026. This excludes both the HHAP-5 planning and Initial Supplemental Allocations. Upon demonstration by a recipient Grantee that it has complied with both of these requirements, the Department shall disburse to that recipient the remaining fifty percent (50%) of its HHAP-5 base allocation pursuant to HSC Section 50235.

- 1) Grantee will demonstrate compliance with these obligation and expenditure requirements through monthly fiscal reports and by completing a certification documentation in the form and manner provided by HCD.

D. If a Grantee has obligated less than seventy-five percent (75%) or expended less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 base allocation by June 30, 2026, the Grantee shall not contractually obligate or expend any remaining portion of its initial HHAP-5 base allocation, and HCD shall not allocate to the recipient the remaining fifty percent (50%) of its HHAP-5 base allocation, unless both of the following occur:

- 1) On or before June 30, 2026, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay.
- 2) HCD approves the alternative disbursement plan.

If a Grantee does not satisfy these requirements, HCD shall have the discretion to allocate the unused funding in a manner prescribed by HCD.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2027, the funds shall be returned to HCD to be allocated as supplemental awards in accordance with Health and Safety Code Section 50237.

E. All HHAP-5 funds, including base allocations, planning allocations, and supplemental funding, shall be expended by June 30, 2028.

F. Any funds, including planning allocations and supplemental funding, not expended by June 30, 2028, shall revert to, and be paid and deposited in, the General Fund pursuant to Health and Safety Code section 50235 subdivision (m).

**EXHIBIT A**

- G. HCD may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.

7) **Capacity and Authority to Contract**

- A. By signing this Agreement, the Grantee is certifying that it has the capacity and authority to fulfill the obligations enumerated in this agreement. The Grantee further represents that it is authorized to execute this Agreement.
- B. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on their own behalf, represents that they are authorized to execute this Agreement on behalf of said entity.

**EXHIBIT B**

**BUDGET DETAIL AND DISBURSEMENT PROVISIONS**

1. **Payee**

Name: County of Inyo                      Amount: \$ 247,950.12

2. **Budget Detail & Changes**

A.     The Grantee agrees that HHAP-5 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

B.     The Grantee shall expend the HHAP-5 funds on eligible activities as detailed in HSC 50234, subdivision (a)(1)(A) and 50236 and as described in the grantees latest approved HHAP-5 funding plan.

C.     Any changes to the Grantee's budget must be approved in writing by HCD prior to incurring expenses.

3. **General Conditions Prior to Disbursement**

A.     All Grantees must submit the following forms prior to this HHAP-5 allocation being released:

- 1)     Request for Funds Form ("RFF").
- 2)     STD 213 Standard Agreement form and Exhibits A through E.
- 3)     STD 204 Payee Data Record or Government Agency Taxpayer ID Form.

4. **Disbursement of Funds**

A.     **Initial Disbursement**



**EXHIBIT B**

- 1) The Initial Disbursement of the HHAP-5 allocation includes the initial HHAP-5 base allocation, HHAP-5 planning allocation, and initial supplemental allocation. These funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by HCD.
- 2) The Initial disbursement of HHAP-5 funds will be disbursed in one allocation, and issued to the Grantee, identified on the Payee Data Record Form or Government Agency Taxpayer ID Form.

**B. Remainder Disbursement**

- 1) HCD will disburse the remaining fifty percent (50%) of HHAP-5 base allocation upon demonstration by a Grantee that it has complied with the requirement to contractually obligate and expend a minimum amount of its initial Round 5 base allocation, as described below, and receives approval for the submitted Updated Regionally Coordinated Homelessness Action Plan that includes updates on measures and illustrates the advancement of key actions outlined in the original Regionally Coordinated Action Plan to improve those measures, as outlined in Section 50235(h).
  - a) A Grantee shall contractually obligate no less than seventy-five percent (75%) and shall expend no less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 base allocation by June 30, 2026. This excludes both the HHAP-5 planning allocation and the supplemental allocation. Upon demonstration by a grantee that it has complied with this requirement and receives approval for the submitted Updated Regionally Coordinated Homelessness Action Plan, HCD shall disburse to that recipient the remaining fifty percent (50%) of its HHAP-5 program allocation pursuant to Section 50234.
  - b) If a Grantee has obligated less than seventy-five percent (75%) or expended less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 program allocation by June 30, 2026, the Grantee shall not contractually obligate or expend any remaining portion of its initial HHAP-5 program allocation, and HCD shall not allocate to the recipient the

**EXHIBIT B**

remaining fifty percent (50%) of its HHAP-5 program allocation, unless both of the following occur:

- i. On or before June 30, 2026, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay.
- ii. HCD approves the alternative disbursement plan. If HCD cannot approve an alternative disbursement plan, HCD will provide the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
- c) HCD may withhold the remaining fifty percent (50%) of HHAP-5 program allocation funds from a jurisdiction that repeatedly failed to take action as specified in its Regionally Coordinated Homelessness Action Plan, or that took actions adverse to achieving the plan objectives provided pursuant to Section 50233, until such time the jurisdiction demonstrates to HCD they are in substantial compliance with the requirements of HSC 50235 subdivision (h).

**5. Expenditure of Funds**

All HHAP-5 funds must be spent consistent with the intent of the Program and the eligible uses identified in HSC section 50234, subdivision (a)(1)(A) and 50236 and in alignment with the Grantee's latest, approved funding plan.

**6. Ineligible Costs**

- A. HHAP-5 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in HSC section 50234, subdivision (a)(1)(A) and 50236.
- B. HCD reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-5 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to HCD.

**EXHIBIT B**

- C. An expenditure which is not authorized by this Agreement, or by written approval of the Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be immediately repaid to HCD by the Grantee. A Grantee shall be prohibited from applying for future HHAP funds until they have repaid these funds to HCD.
- HCD, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-5 fund expenditures.
- D. Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the Grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant.
- E. Program funds shall not be used to supplant existing Encampment Resolution Funding Grant funds provided under HSC section 50251.

**EXHIBIT D**

**HHAP GENERAL TERMS AND CONDITIONS**

**1. Termination and Sufficiency of Funds**

**A. Termination of Agreement**

HCD may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in [paragraph 6 of this Exhibit D](#); violation of any federal or state laws; or withdrawal of HCD's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by HCD, any unexpended funds received by the Grantee shall be returned to HCD within thirty (30) days of HCD's notice of termination.

**B. Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to HCD by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations, or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

**2. Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within [Exhibit D Section 12 \(Special Conditions – Grantees/Sub Grantee\)](#) or with the prior written approval of HCD and a formal amendment to this Agreement to affect such subcontract or novation.

**3. Grantee's Application for Funds**

Grantee has submitted to HCD an application for HHAP-5 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. HCD is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be

**EXHIBIT D**

requested through the formal HHAP Budget Modification Request Process and are subject to approval by HCD.

Grantee warrants that all information, facts, assertions, and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect HCD approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then HCD may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

**4. Reporting/Audits**

**A. Reporting Requirements**

- 1) Annual Report: Grantees will be responsible for submitting an annual report no later than April 1 each year following the receipt of funds until all funds are fully expended. The annual report will contain detailed information on program activities in accordance with HSC sections 50221, 50222, and 50223, and be submitted in the form and method provided by HCD. The annual report must provide information on activities through the prior calendar, including, but not limited to, an ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses, as well as any additional information HCD deems appropriate or necessary.
- 2) Monthly Fiscal Report: Grantees will be responsible for submitting a monthly fiscal report in accordance with HSC section 50223, in the form and method provided by HCD. The monthly fiscal report must provide information, including but not limited to, the obligation and expenditure status of the program funds by eligible uses category.
- 3) Final Report: Grantees will be responsible for submitting a final report in accordance with HSC section 50223 no later than April 1, 2029, and must be submitted in the form and method provided by HCD. The final report must provide information, including but not limited to, detailed uses of all program funds.

**EXHIBIT D**

- 4) **HMIS/HDIS Reporting:** Grantees and their subcontractors must report client data into their local Homeless Management Information Systems (HMIS) pursuant to the requirements of Assembly Bill (AB) 977 (Chapter 397, Statutes of 2021), and that data must be shared quarterly with the statewide Homeless Data Integration System (HDIS). As part of reporting responsibilities in accordance with HSC sections 50221, 50222, and 50223, Grantees must ensure proper recording of activities associated with these program funds. This is intended to efficiently capture many of the non-fiscal reporting responsibilities required under HSC sections 50221, 50222, and 50223. HCD will make efforts to utilize statewide Homeless Data Integration System to fulfill grantee reporting requirements under HSC sections 50221, 50222, and 50223, however improper reporting into that system may require HCD to seek additional information directly from Grantees. Grantees may also be required to accept training and technical assistance in this area if their HMIS/HDIS is not properly tracked and shared.
- 5) HCD may require additional supplemental reporting with written notice to the Grantee.
- 6) Grantee may, at their discretion, fully expend their HHAP-5 allocation prior to the end date of the grant term and will not be required to submit monthly fiscal reports after the month in which their allocation was fully expended.

**B. Auditing**

HCD reserves the right to perform or cause to be performed a financial audit. At HCD's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-5 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

- 1) The audit shall be performed by an independent certified public accountant.

**EXHIBIT D**

- 2) The Grantee shall notify HCD of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by HCD to the independent auditor's working papers.
- 3) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- 4) If there are audit findings, the Grantee must submit a detailed response acceptable to HCD for each audit finding within ninety (90) days from the date of the audit finding report.

**5. Inspection and Retention of Records**

**A. Record Inspection**

HCD or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCD, or its designee, with any relevant information requested. The Grantee agrees to give HCD or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-5 program guidance document published on the website, and this Agreement.

In accordance with HSC section 50220.8, subdivision (m), if upon inspection of records HCD identifies noncompliance with grant requirements, HCD retains the right to impose a corrective action plan on the Grantee.

**B. Record Retention**

The Grantee further agrees to retain all records described in subparagraph (A) for a minimum period of five (5) years after the termination of this Agreement.

**EXHIBIT D**

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

C. Public Records Act

The Grantees' final HHAP-5 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code.

6. **Breach and Remedies**

A. Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

- 1) Grantee's failure to comply with the terms or conditions of this Agreement.
- 2) Use of, or permitting the use of, HHAP-5 funds provided under this Agreement for any ineligible activities.
- 3) Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

In addition to any other remedies that may be available to HCD in law or equity for breach of this Agreement, HCD may:

- 1) Bar the Grantee from applying for future HHAP funds.
- 2) Revoke any other existing HHAP award(s) to the Grantee.
- 3) Require the return of any unexpended HHAP-5 funds disbursed under this Agreement.



**EXHIBIT D**

- 4) Require repayment of HHAP-5 funds disbursed and expended under this Agreement.
- 5) Require the immediate return to HCD of all funds derived from the use of HHAP-5 funds.
- 6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-5 requirements.

C. All remedies available to HCD are cumulative and not exclusive.

D. HCD may give written notice to the Grantee to cure the breach or violation within a period of not less than fifteen (15) days.

**7. Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of HCD to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of HCD to enforce these provisions.

**8. Nondiscrimination**

During the performance of this Agreement, the Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the

**EXHIBIT D**

Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

**9. Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. For instance, HSC section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- B. Former State Employees: For the two (2) year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve (12) month period from the date, he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving State service.

**EXHIBIT D**

- C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
  - 1) The dangers of drug abuse in the workplace.
  - 2) Grantee's policy of maintaining a drug-free workplace.
  - 3) Any available counseling, rehabilitation, and employee assistance program; and
  - 4) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

**EXHIBIT D**

- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
- 1) Will receive a copy of Grantee's drug-free policy statement, and
  - 2) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. **Child Support Compliance Act**

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. **Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibits C and D. These conditions shall be met to the satisfaction of HCD prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-5 funds. Failure to comply with these conditions may result in termination of this Agreement.

- A. The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

**EXHIBIT D**

- 1) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
- 2) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- 3) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
- 4) Agree to include all the terms of this Agreement in each subcontract.

- B. The Grantee shall monitor the activities of all subgrantees to ensure compliance with all requirements under the HHAP program.

As requested by HCD, the Grantee shall provide to HCD all monitoring documentation necessary to ensure that Grantee and its subgrantees are in continued compliance with HHAP requirements. Such documentation requirements shall be provided by HCD when the information is requested.

13. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, land use, homelessness, housing element, fair housing, and all other matters applicable and/or related to the HHAP-5 program, the Grantee, its subrecipients, and all eligible activities.

The Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. The Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to,

**EXHIBIT D**

environmental protection, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to HCD upon request.

**14. Inspections**

- A. The Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- B. HCD reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- C. The Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

**15. Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of HCD, shall not affect any other provisions of this Agreement and the Initial terms of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- B. The Grantee shall notify HCD immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or HCD, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of HCD.

**EXHIBIT E**

**SPECIAL TERMS AND CONDITIONS**

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-5 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-5 funds, must be used for HHAP-5-eligible activities. Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years and report on these expenditures as required by HCD. HCD reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest-bearing accounts.
2. Per HSC section 50234 subdivision (f), any housing-related activities funded with HHAP-5 funds, including but not limited to emergency shelter (per HSC section 50236 subdivision (c)(3)(E), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-5 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
3. The Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-5-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-5 funding (e.g., by creating appropriate HHAP-5-specific funding sources and project codes in HMIS).
4. The Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the HMIS in accordance with their existing Data Use Agreements, and as required by HSC sections 50234(b) and 50220.6 and Welfare and Institutions Code section 8256. Any health information provided to, or maintained within, the Homeless Management Information System, or the State Homeless Data Integration System (HDIS), which compiles all HMIS data into a statewide data warehouse, shall not be subject to public inspection or disclosure under the California Public

**EXHIBIT E**

Records Act. For purposes of this paragraph, “health information” means “protected health information,” as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and “medical information,” as defined in subdivision (j) of Section 56.05 of the Civil Code. HCD may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, HCD, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

5. The Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD and report to HCD on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
6. The Grantee agrees to demonstrate a commitment to racial equity and, per HSC section 50222 subdivision (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCD, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.
7. The Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.
8. HCD reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.
9. The Department represents that the intent of [Exhibit D Section 1\(B\)](#) is only to preserve the legislature’s ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. The Department represents and warrants that as of the date of this Agreement the non-bond funds referenced in Homeless Housing, Assistance and Prevention Program, Round 5 Notice of Funding Availability dated September 29, 2023 for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of [Exhibit D Section 1\(B\)](#) once construction has commenced in compliance with Program requirements and in

Program Name: Homeless Housing, Assistance, and Prevention Program  
Round 5 “HHAP-5”  
NOFA Date: September 29, 2023  
Approved Date: August 8, 2024  
Prep Date: November 1, 2024



**EXHIBIT E**

accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)****DIVISION OF HOUSING POLICY DEVELOPMENT (HPD)**

651 Bannan Street, SW, Suite 400

Sacramento, CA 95811

Phone: (916) 263-2911/FAX (916) 263-7453

[www.hcd.ca.gov](http://www.hcd.ca.gov)California Department of  
**Housing and Community  
Development****HOMELESS HOUSING, ASSISTANCE AND PREVENTION  
ROUND 5 INITIAL DISBURSEMENT  
HPD REQUEST FOR FUNDS FORM**

Contract Number

**24-HHAP-10016**

Invoice Number

**24-HHAP-10016**

Grantee Name:

County of Inyo

Attention to:

Address:

1360 N Main Street, Suite 201

City/State/Zip:

Bishop, CA 93514

Expenditure Deadline:

**6/30/2028**

Contact Person:

Melissa Best-Baker

Contact Person Title:

E-mail:

[mbestbaker@inyocounty.us](mailto:mbestbaker@inyocounty.us)

Phone No.:

(760) 878-0232

**HHAP ROUND 5 INITIAL DISBURSEMENT****AWARD**

Per Health and Safety Code Section 50234, a recipient may use Homeless Housing, Assistance and Prevention (HHAP-5) funds on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. Funds shall be spent on rapid rehousing, operating subsidies, street outreach, services coordination, systems support, delivery of permanent housing, prevention and shelter diversion, interim sheltering, and improvement to existing emergency shelters.

Further, HHAP-5 recipients shall spend their award in alignment with the Notice of Funding Availability posted on September 29, 2023, the terms of the Standard Agreement, and the grantee's approved HHAP-5 application and funding plan.

Upon execution of the Standard Agreement, grantees will receive their initial disbursement award amount, which includes:

- 100 percent of the recipient's HHAP round 5 planning allocation,
- 50 percent of the recipient's HHAP round 5 base allocation, and
- 100 percent of the recipient's share of the \$100 million Supplemental Funding.

**TOTAL: \$139,587.80****CERTIFICATION**

*\*By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*



**Authorized Signatories Form**  
**Homeless Housing, Assistance, and Prevention (HHAP)**

**Instructions:** This form is intended to list all of the individuals who are authorized to sign Homeless Housing, Assistance, and Prevention (HHAP) grant documents on behalf of the administrative entity. The authorized representative who signs this form must be an individual who is authorized to legally bind the administrative entity to HHAP grant agreements. The authorized representative is authorized to sign all HHAP grant documents on behalf of the administrative entity and may authorize additional signatories to sign HHAP grant documents using the 'Authorized Signatories' section below.

**Grantee information:** Enter the names of the eligible jurisdiction (e.g. Sacramento CoC) and administrative entity (e.g. Sacramento Steps Forward) and select all of the HHAP grant programs to which this form applies.

**Authorized Signatories:** Enter the names and title/position of the individuals authorized by the authorized representative to sign HHAP grant documents. Each of the authorized signatories listed below must sign this form. Signatures may be wet or electronic.

**Certification:** By signing this form, the authorized representative certifies that they are authorized to legally bind the administrative entity to HHAP grant agreements, they are authorized to sign all HHAP grant documents, and the authorized signatories listed on this form are additionally authorized to sign HHAP grant documents. Signatures may be wet or electronic.

**Changes to this form:** This form must be updated by the administrative entity whenever the authorized representative or signatories change.

**GRANTEE INFORMATION**

Eligible Jurisdiction:

Administrative Entity:

This form applies to the  
following grants:

HHAP-1

HHAP-2

HHAP-3

HHAP-4

HHAP-5

**AUTHORIZED SIGNATORIES**

Name	Title/Position	Signature

**CERTIFICATION**

*I certify that I am legally authorized to sign HHAP grant documents and that I am additionally authorizing the above signatories to sign HHAP grant documents.*

Name of Authorized Representative

Signature of Authorized Representative

Title

Date



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-162

### Approval of Contracts between the County of Inyo and Bishop Waste Disposal and the County of Inyo and Preferred Septic Disposal Public Works - Parks & Recreation ACTION REQUIRED

#### ITEM SUBMITTED BY

Teresa Elliott, Administrative Analyst

#### ITEM PRESENTED BY

Michael Errante, Public Works Director

#### RECOMMENDED ACTION:

A) Approve the contract between the County of Inyo and Madera Disposal Systems Inc., dba Bishop Waste Disposal of Bishop, CA, as a sole-source provider of waste hauling in the North County Parks and Campgrounds, in an amount not to exceed \$85,628.00 for the period of July 1, 2025 through June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign; and

B) Approve the contract between the County of Inyo and Preferred Septic and Disposal of Bishop, CA as a sole-source provider of waste hauling in the South County Parks and Campgrounds, in an amount not to exceed \$105,595.80 for the period of July 1, 2025 through June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

These agreements provide for the collection and hauling of solid waste from County Parks and Campgrounds in the North area of the County, including Pleasant Valley Campground, Millpond, Baker Creek, and Laws Museum and in the South area of the County, including Tinnehama Creek, Taboose Creek, Independence Creek, Portagee Joe Campgrounds and Diaz Lake Campground. The agreements include the collection and hauling of municipal waste to the permitted landfills for proper disposal. Waste Connections Inc., is the parent company operating Bishop Waste Disposal and Preferred Septic and Disposal and pursuant to the Franchise Agreement between the County and Bishop Waste Disposal and Preferred Septic (valid through 2026), these haulers are the only haulers permitted to haul waste in this area. Bishop Waste Disposal has been operating the contract for the North County Parks and Recreation Department and Preferred Septic and Disposal has been operating the contract for the South County Parks and Recreation Department for the last nine years.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	076900
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265

<b>Recurrence</b>	Ongoing Expenditure	<b>Sole Source?</b>	Yes
<b>If Sole Source, provide justification below</b>			
Waste Connections Inc., is the parent company operating Bishop Waste Disposal and Preferred Septic and Disposal and pursuant to the Franchise Agreement between the County and Bishop Waste Disposal and Preferred Septic (valid through 2026), these haulers are the only haulers permitted to haul waste in this area.			
<b>Current Fiscal Year Impact</b>			
N/A			
<b>Future Fiscal Year Impacts</b>			
\$191,223 for fiscal year 2025/2026			
<b>Additional Information</b>			

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

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

Thriving Communities | Quality Parks and Recreation Amenities

**APPROVALS:**

Teresa Elliott	Created/Initiated - 2/25/2025
Darcy Israel	Approved - 2/26/2025
Teresa Elliott	Approved - 2/27/2025
Kelsey Ditty	Approved - 2/28/2025
Keri Oney	Approved - 2/28/2025
John Vallejo	Approved - 3/18/2025
Amy Shepherd	Approved - 3/18/2025
Michael Errante	Approved - 3/18/2025
Nate Greenberg	Final Approval - 3/18/2025

**ATTACHMENTS:**

1. Bishop Waste Disposal - North County Contract
2. Preferred Septic - South County Contract



**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** MADERA Disposal Systems INC DBA Bishop Waste Disposal  
**FOR THE PROVISION OF** WASTE HAULING FOR NORTH COUNTY PARKS **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the WASTE HAULING services of Bishop Waste Disposal of BISHOP, CA (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 CAP AUBREY, whose title is: Assistant Public Works Director. 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 July 1, 2025 to June 30, 2028 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 Eight Five Thousand Six Hundred Twenty Eight and 00/1000 xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Dollars

( \$ 85,628.00 xxxxxxxxx ) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

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

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

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

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



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

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

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

## **7. COUNTY PROPERTY.**

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

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

## **8. INSURANCE.**

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

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

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

County of Inyo	
<u>Parks and Recreation</u>	Department
<u>1360 N. Main St</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Madera Disposal DBA Bishop Waste Dis</u>	Name
<u>1280 N. Main St Suite 1</u>	Address
<u>Bishop, CA 93514</u>	City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND MADERA Disposal Systems INC DBA Bishop Waste Disposal**  
**FOR THE PROVISION OF WASTE HAULING FOR NORTH COUNTY PARKS SERVICES**

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

**COUNTY OF INYO**

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

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

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

**CONTRACTOR**

By:   
Michelle Erwin (Feb 24, 2025 12:39 PST)  
Signature

Michelle Erwin

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

Dated: 2/24/2025

APPROVED AS TO FORM AND LEGALITY:

County Counsel

  
John-Carl Vallejo (Feb 24, 2025 12:44 PST)

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

  
Aaron Holmberg (Feb 25, 2025 07:25 PST)

County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MADERA Disposal Systems INC DBA Bishop Waste Disposal  
FOR THE PROVISION OF WASTE HAULING FOR NORTH COUNTY PARKS SERVICES**

**TERM:**

**FROM:** July 1, 2025      **TO:** June 30, 2028

**SCOPE OF WORK:**

Provide pick-up of waste on scheduled once per week service from Millpond Recreation Area; from Pleasant Valley, Baker Creek Campgrounds and the Laws Museum, and transfer to an appropriate landfill site.

SCHEDULED SERVICE 12 MONTHS (ONCE PER WEEK) at the following locations:

Baker Creek Campground	(3) - 3 CY Bear Resistant Bins
Millpond Recreation Area	(2) - 3 CY Bear Resistant Bins
Pleasant Valley Campground	(6) - 3 CY Bear Resistant Bins
Laws Museum	(2) - 3 CY Bear Resistant Bins

Contractor shall furnish, at contractor's sole expense, all bear resistant bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

Contractor must be permitted to operate in Inyo County prior to commencement of the scope of work and contract term.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MADERA Disposal Systems INC DBA Bishop Waste Disposal  
FOR THE PROVISION OF WASTE HAULING FOR NORTH COUNTY PARKS **SERVICES****

**TERM:**

**FROM:** July 1, 2025 **TO:** June 30, 2028

**SCHEDULE OF FEES:**

SCHEDULED SERVICE CAMPGROUNDS/PARK (ONCE PER WEEK)  
(Note: service for 52 weeks per year)

SCHEDULED SERVICES 12 MONTHS (once per week)

Location		Monthly Price
Baker Creek Campground	(3) - 3 CY Bear Resistant Bins	\$527.52
Millpond Recreation Area	(2) - 3 CY Bear Resistant Bins	\$351.68
Pleasant Valley Campground	(6) - 3 CY Bear Resistant Bins	\$1055.04
Laws Museum	(2) - 3 CY Bear Resistant Bins	\$351.68

NOT TO EXCEED AMOUNT FOR THREE FISCAL YEARS: \$85,628.

**CPI Adjustment**

This contract will include an annual CPI adjustment to rates determined by the Garbage and Trash Collection Index as published by the Bureau of Labor Statistics at the end of each fiscal year using the annual average change for the previous year.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MADERA Disposal Systems INC DBA Bishop Waste Disposal  
FOR THE PROVISION OF WASTE HAULING FOR NORTH COUNTY PARKS **SERVICES****

**TERM:**

**FROM:** July 1, 2025 **TO:** June 30, 2028

**SEE ATTACHED INSURANCE PROVISIONS**



## **Exhibit XX: Insurance Requirements for Waste Hauler Agreements**

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 Contractor's performance under the Contract. The cost of such insurance shall be borne by the Contractor.

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.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Contract.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

#### **Commercial General Liability (CGL):**

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

If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

County of Inyo, its Board, officials, agents, volunteers, and employees shall be additional insureds for liability arising out performance under Contract (Insurance Services Office endorsement CG 20 11 or equivalent). The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them. The policy shall be endorsed to include a waiver of the insurer's right to subrogate against County. The policy shall cover inter-insured suits between County and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately. Required Evidence of Insurance (3): Copy of the additional insured endorsement or policy language granting additional insured status,

Copy of the endorsement or policy language indicating that Insurance is primary and non-contributory; and Certificate of Insurance specifically referencing contractor term.

**Automobile Liability**

Automobile liability with limits no less than **\$5,000,000** combined single limit per accident. Insurance shall apply to all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Contract or any extensions of the term. Insurance shall apply to hired and non-owned autos. Required Evidence of Insurance (1): Certificate of Insurance

**Workers' Compensation**

Workers' Compensation Insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury per employee or disease per policy. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County. This provision may be waived if Contractor has no employees and provides a letter on Contractor letterhead certifying it has no employees. If Contractor currently has no employees, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Contract or any extensions of the term. Required Evidence of Insurance (2): Subrogation waiver endorsement, and Certificate of Insurance.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following 12 provisions:

**Additional Insured Status**

"Inyo County, its officers, officials, employees, and volunteers" are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Address for endorsements and certification is: Inyo County, PO Box N, Independence, CA 93526.

**Primary Coverage**

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

**Notice of Cancellation**

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

**Waiver of Subrogation**

Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be

necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

#### ***Claims-Made Policies***

If General Liability coverage is written on a claims-made form: (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 years after completion of the Contract 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 an extended period coverage for a minimum of five years after completion of contract work; and (4) a copy of the claims reporting requirements must be submitted to Inyo County for review.

#### ***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.

#### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by Inyo County. At the option of Inyo County, either: the Contractor shall obtain coverage to reduce or eliminate such self-insured retentions as respects Inyo County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to Inyo County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. 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.

#### ***Verification of Coverage***

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

#### ***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13. Inyo County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### ***Special Risks or Circumstances***

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

***Policy Obligations***

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

***Material Breach***

If Contractor fails to maintain insurance which is required pursuant to this Contract, it shall be deemed a material breach of this Contract. County, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance and Contractor shall immediately reimburse County for any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND PREFERRED SEPTIC AND DISPOSAL**  
**FOR THE PROVISION OF WASTE HAULING FOR SOUTH COUNTY PARKS SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the WASTE HAULING services of PREFERRED SEPTIC AND DISPOSAL of BISHOP, CA (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 CAP AUBREY, whose title is: Assistant Public Works Director. 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 July 1, 2025 to June 30, 2028 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 One Hundred Five Thousand Five Hundred Ninety Five and 80/100 xxxxxxxxxxxxxxxxxxxxxxxxx Dollars

( \$ 105,595.80 xxxxxxxxxxxxxxx ) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

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

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

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

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

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

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

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

## **7. COUNTY PROPERTY.**

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

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

## **8. INSURANCE.**

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

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

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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



**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

County of Inyo	
<u>Parks and Recreation</u>	Department
<u>1360 N. Main St</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Preferred Septic and Disposal</u>	Name
<u>1280 N. Main St Suite 1</u>	Address
<u>Bishop, CA 93514</u>	City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** PREFERRED SEPTIC AND DISPOSAL  
**FOR THE PROVISION OF** WASTE HAULING FOR SOUTH COUNTY PARKS **SERVICES**

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

**COUNTY OF INYO**

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

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

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

**CONTRACTOR**

By:   
Michelle Erwin (Feb 24, 2025 12:43 PST)  
Signature

Michelle Erwin

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

Dated: 2/24/2025

APPROVED AS TO FORM AND LEGALITY:

County Counsel

John-Carl Vallejo  
John-Carl Vallejo (Feb 24, 2025 12:44 PST)

APPROVED AS TO ACCOUNTING FORM:



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

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

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

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager (Feb 25, 2025 11:59 PST)

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND \_\_\_\_\_ PREFERRED SEPTIC AND DISPOSAL  
FOR THE PROVISION OF \_\_\_\_\_ WASTE HAULING FOR SOUTH COUNTY PARKS \_\_\_\_\_ SERVICES**

**TERM:**

**FROM:** July 1, 2025 **TO:** June 30, 2028

**SCOPE OF WORK:**

Provide pick-up of waste on scheduled once per week service and on-call basis (see below) from Tinnemaha Campground, Taboose Campground; from Diaz Lake, Independence Creek and Portuguese Joe Campgrounds, and transfer to an appropriate landfill site.

**SCHEDULED SERVICE CAMPGROUND/PARK (ONCE PER WEEK) MONTHLY PRICE**  
(Note: Service for 52 weeks per year)

Diaz Lake (8) -- 3 yd Bear Resistant Bins

**SUMMER SEASON**

Taboose CG (May –Oct)	(4) -- 3 yd Bear Resistant Bins
Tinnemaha CG (May-Oct)	(2) -- 3 yd Bear Resistant Bins
Portuguese Joe CG (May-Oct)	(2) – 3 yd Bear Resistant Bins
Independence CG (May-Oct)	(2) – 3 yd Bear Resistant Bins

**WINTER SEASON**

Taboose CG (Nov-Apr)	(2) – 3 yd Bear Resistant Bins
Tinnemaha CG (Nov-Apr)	(1) – 3 yd Bear Resistant Bins
Portuguese Joe CG (Nov-Apr)	(1) – 3 yd Bear Resistant Bins
Independence CG (Nov-Apr)	(1) – 3 yd Bear Resistant Bins

Contractor shall furnish, at contractor's sole expense, all bear resistant bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

Contractor must be permitted to operate in Inyo County prior to commencement of the scope of work and contract term.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** PREFERRED SEPTIC AND DISPOSAL  
**FOR THE PROVISION OF** WASTE HAULING FOR SOUTH COUNTY PARKS **SERVICES**

**TERM:**

**FROM:** July 1, 2025 **TO:** June 30, 2028

**SCHEDULE OF FEES:**

**SCHEDULED SERVICE CAMPGROUNDS (ONCE PER WEEK)**  
(Note: service for 52 weeks per year)

Diaz Lake (8) -- 3 yd Bear Resistant Bins \$1406.72

**SUMMER SEASON**

Taboose CG (May-Oct)	(4) -- 3 yd Bear Resistant Bins \$	703.36
Tinnemaha CG (May-Oct)	(2) -- 3 yd Bear Resistant Bins \$	351.68
Portuguese Joe CG (May-Oct)	(2) -- 3 yd Bear Resistant Bins \$	351.68
Independence CG (May-Oct)	(2) -- 3 yd Bear Resistant Bins \$	351.68

**WINTER SEASON**

Taboose CG (Nov-Apr)	(2) -- 3 yd Bear Resistant Bins \$	351.68
Tinnemaha CG (Nov-Apr)	(1) -- 3 yd Bear Resistant Bins \$	175.84
Portuguese Joe CG (Nov-Apr)	(1) -- 3 yd Bear Resistant Bins \$	175.84
Independence CG (Nov-Apr)	(1) -- 3 yd Bear Resistant Bins \$	175.84

Extra pickups for overflow on Holidays \$3500.00

**NOT TO EXCEED ANNUAL AMOUNT FOR THREE FISCAL YEARS: \$105,595.80**

**CPI Adjustment**

This contract will include an annual CPI adjustment to rates determined by the Garbage and Trash Collection Index as published by the Bureau of Labor Statistics at the end of each fiscal year using the annual average change for the previous year.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** PREFERRED SEPTIC AND DISPOSAL  
**FOR THE PROVISION OF** WASTE HAULING FOR SOUTH COUNTY PARKS **SERVICES**

**TERM:**

**FROM:** July 1, 2025 **TO:** June 30, 2028

**SEE ATTACHED INSURANCE PROVISIONS**

## **Exhibit XX: Insurance Requirements for Waste Hauler Agreements**

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 Contractor's performance under the Contract. The cost of such insurance shall be borne by the Contractor.

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.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Contract.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

#### **Commercial General Liability (CGL):**

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence.

If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

County of Inyo, its Board, officials, agents, volunteers, and employees shall be additional insureds for liability arising out performance under Contract (Insurance Services Office endorsement CG 20 11 or equivalent). The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them. The policy shall be endorsed to include a waiver of the insurer's right to subrogate against County. The policy shall cover inter-insured suits between County and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately. Required Evidence of Insurance (3): Copy of the additional insured endorsement or policy language granting additional insured status,

Copy of the endorsement or policy language indicating that Insurance is primary and non-contributory; and Certificate of Insurance specifically referencing contractor term.

**Automobile Liability**

Automobile liability with limits no less than **\$5,000,000** combined single limit per accident. Insurance shall apply to all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Contract or any extensions of the term. Insurance shall apply to hired and non-owned autos. Required Evidence of Insurance (1): Certificate of Insurance

**Workers' Compensation**

Workers' Compensation Insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury per employee or disease per policy. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County. This provision may be waived if Contractor has no employees and provides a letter on Contractor letterhead certifying it has no employees. If Contractor currently has no employees, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Contract or any extensions of the term. Required Evidence of Insurance (2): Subrogation waiver endorsement, and Certificate of Insurance.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following 12 provisions:

**Additional Insured Status**

"Inyo County, its officers, officials, employees, and volunteers" are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Address for endorsements and certification is: Inyo County, PO Box N, Independence, CA 93526.

**Primary Coverage**

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

**Notice of Cancellation**

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

**Waiver of Subrogation**

Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be



necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

#### ***Claims-Made Policies***

If General Liability coverage is written on a claims-made form: (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 years after completion of the Contract 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 an extended period coverage for a minimum of five years after completion of contract work; and (4) a copy of the claims reporting requirements must be submitted to Inyo County for review.

#### ***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.

#### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by Inyo County. At the option of Inyo County, either: the Contractor shall obtain coverage to reduce or eliminate such self-insured retentions as respects Inyo County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to Inyo County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. 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.

#### ***Verification of Coverage***

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

#### ***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13. Inyo County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### ***Special Risks or Circumstances***

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

***Policy Obligations***

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

***Material Breach***

If Contractor fails to maintain insurance which is required pursuant to this Contract, it shall be deemed a material breach of this Contract. County, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance and Contractor shall immediately reimburse County for any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-108

### Inyo County Road Department's 2025 Cold Mix Asphalt Purchase for Road Repair

#### Public Works

ACTION REQUIRED

#### ITEM SUBMITTED BY

Jose Rodriguez, Engineering Technician

#### ITEM PRESENTED BY

Michael Errante, Public Works Director

#### RECOMMENDED ACTION:

- A) Declare Road and Highway Builders, LLC of Reno, NV, the successful bidder for 1,370 Tons of Cold Mixed Asphalt per Bid No. RD24-02; and  
B) Authorize the purchase of said cold mixed asphalt in an amount not to exceed \$304,232.13.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

In November 2024, the Inyo County Road Department solicited bids from suppliers for Cold Mix Asphalt to stockpile the necessary material for the 2024/2025 maintenance season. This stockpiled material will be used for ongoing maintenance work on Inyo County roads. Two bids were received and publicly opened on January 22, 2025. The results were as follows:

- |   |              |
|---|--------------|
| • Road & Highway Builders, LLC (Reno, NV) | \$304,232.13 |
| • Clair Concrete, Inc. (Bishop, CA)       | \$294,550.00 |

Upon reviewing the bids, the Inyo County Road Department identified mathematical errors in the submission from Clair Concrete, Inc. After correcting these errors, the revised total for Clair Concrete, Inc. was determined to be \$317,377.63. As a result, the lowest responsive and responsible bidder was Road & Highway Builders, LLC. of Reno, NV.

The Inyo County Road Department recommends that the Board authorize the purchase of One Thousand Three Hundred Seventy (1,370) Tons of Cold Mix Asphalt from Road & Highway Builders, LLC. of Reno, NV, at the bid price of \$304,232.13, to ensure adequate material is available for the 2024/2025 maintenance season.

#### FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	Yes	Object Code	5309

<b>Recurrence</b>	One-Time Expenditure	<b>Sole Source?</b>	No
<b>If Sole Source, provide justification below</b>			
N/A			
<b>Current Fiscal Year Impact</b>			
Not to exceed \$304,232.13, which is fully budgeted in the approved Road budget (034600-5309).			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			
N/A			

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

Your Board could choose not to approve this purchase. This is not recommended, as the materials are needed to perform necessary road maintenance projects. If the purchase is not approved, the Road Department would need to re-advertise the bid package, which would delay maintenance work and could result in less favorable bids.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

County Counsel; Auditor's Office

**STRATEGIC PLAN ALIGNMENT:**

**Thriving Communities** | Community Supporting Infrastructure Improvements  
**High Quality Services** | High-Quality County Government Services

**APPROVALS:**

Jose Rodriguez	Created/Initiated - 2/24/2025
Darcy Israel	Approved - 2/24/2025
Jose Rodriguez	Approved - 2/25/2025
Greg Waters	Approved - 2/25/2025
Kelsey Ditty	Approved - 2/25/2025
Shannon Platt	Approved - 2/26/2025
Keri Oney	Approved - 2/26/2025
Grace Weitz	Approved - 3/3/2025
John Vallejo	Approved - 3/4/2025
Amy Shepherd	Approved - 3/5/2025
Michael Errante	Approved - 3/5/2025
Nate Greenberg	Final Approval - 3/17/2025

**ATTACHMENTS:**

1. Bid Tabulation
2. Road & Highway Builders Bid



## COUNTY OF INYO BID TABULATION

**Cold Mix Asphalt - Bid No. RD24-02**

*Bid Opening Date: January 22nd, 2025, 3:30*

*Location: County Admin Building*

*PM*

	BIDDER NAME	Total Bid
1.	Clair Concrete, Inc. 438 Arboles Dr. Bishop, CA 93514	\$294,550.00
2.	Road and Highway Builders, <sup>uc</sup> P.O. Box 70846 Reno, NV 89570	\$304,232.13
3.		
4.		
5.		

Opened By: Hayley Carter

Present: Cherish Hegu  
Jose Rodriguez  
Rebecca Laves



COUNTY OF INYO (760) 878-0201

MATERIAL OR SERVICES  
TO BE DELIVERED TO:

INYO COUNTY ROAD DEPARTMENT

RETURN BIDS TO:

INYO COUNTY BOARD CLERK  
COUNTY ADMINISTRATIVE CENTER  
P.O. BOX N  
224 NORTH EDWARDS STREET  
INDEPENDENCE, CA 93526

**BID OPENING:**      **DATE:** Wednesday, January 22nd, 2025, TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.

MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.

IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.

Read the Instructions and Conditions before making your Bid or Quotation.

#### INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
19. **There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.**

## THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS/HER BID:

DATED AT Independence California (CITY & STATE)January 14, 2025CASH DISCOUNT TERMS None

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services,  
at the prices and terms stated subject to the instructions and conditions set forth  
in this bid.

NAME OF COMPANY Road and Highway Builders, LLC.NAME OF COMPANY REPRESENTATIVE (PRINTED) Richard BueningCOMPANY REPRESENTATIVE SIGNATURE STREET ADDRESS P.O. Box 70846CITY AND STATE Reno, Nevada 89570PHONE NUMBER 775-852-7283FAX NUMBER 775-359-7248



## SCOPE OF WORK/SPECIFICATIONS FOR PROVISION OF PLANT MIXED ASPHALT

### Base Bid

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	1,370	Ton	\$ 178.00
2	Delivery to Bishop, CA Mixing Table on Sunland Drive	440	Ton	\$ 35.00
3	Delivery to Big Pine, CA Mixing Table on County Road	340	Ton	\$ 28.00
4	Delivery to Lone Pine, CA Mixing Table on Substation Road	590	Ton	\$ 23.00

\*The base bid plus the bid additive alternates will be awarded if the total falls within budgetary limits.

### 1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC-800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

### 2. DELIVERY

Prices will be for delivered material, split into the quantity's listed above, each being delivered to Bishop, Big Pine, and Lone Pine, CA, mixing tables as specified. Mixing table coordinates are located and shown in the attached documents.

Coordination with the Inyo County Road Department (760-878-0201) will be required after award for delivery of product to the mixing table.

### 3. BID SUBMITTAL

Please submit your bid in a SEALED envelope labeled with "BID NO. RD24-02 – Plant Mixed Asphalt" and the name of the Bidder printed on the **outside** of the mailing envelope to assist in quick identification.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, P.O. Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before **3:30 P.M. on January 22, 2025.**

**Note:** PLEASE BE ADVISED that despite information you may receive from mail services, "Overnight" delivery by the USPS, UPS, FedEx, and other carriers is often scheduled as a two-day delivery due to the remote nature of Inyo County.

*For questions or comments regarding this bid, please contact Jose Rodriguez at [jrodriguez@inyocounty.us](mailto:jrodriguez@inyocounty.us) or (760) 878-0201*

**NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.**

Base Bid	
Subtotal	\$ 282,350.00
Sales Tax (7.75%)	\$ 21,882.13
Shipping Charge	N/A
Total	\$304,232.13

Total of Base Bid

\$304,232.13

Product will be available for delivery to the indicated mixing tables within 5 days after receipt of order.

Bid prices will remain valid and in effect through 12/31/2025

Indicate any exception to the bid:

None

This bid was received on

1/17, 2025 @ 10:55 a.m.

Attest: Nathan Greenberg,  
Administrative Officer and Clerk of  
the Board, Inyo County, CA.

By: [Signature], Assistant

END OF BID PACKAGE



**AFFIDAVIT of ELIGIBILITY**  
County of Inyo Local Business Verification Form

In order to claim Local Business status pursuant to Chapter 6.06 of the Inyo County Code, Contracting Preferences, you must complete, sign, and submit this form demonstrating compliance with all three (3) local business qualifying criteria below at the time you submit your bid. The County may request additional information. Failure to provide this information may cause your bid to be disqualified from receiving local contracting preferences. Providing inaccurate information may cause your bid to be disqualified. **Please note, pursuant to Chapter 6.06, Local Business status only provides purchasing and/or contracting preferences in certain circumstances as described in the Ordinance and in the specific requests for bids or proposals issued by the County.**

Name of Business: Road and Highway Builders LLC  
Name of Person Completing This Form: Richard Buenting  
Telephone Number: (775) 852-7283  
E-mail Address: richard.buenting@strlco.com  
Bid/Proposal Name: RD24-02 - Plant Mixed Asphalt (Cold Mix)

### 1. Business Location

In which county is your business located? Inyo County

Provide the street address in Inyo or Mono County where your business's headquarters, distribution point, or locally-owned franchise has been located for the past six months. If no street address is available, provide a detailed enough description of where the business is located to allow a determination that the business is within Inyo County or Mono County. If your business has changed locations within either Inyo County or Mono County, but not between counties, in the past six (6) months, provide both the old and new street addresses or locations.

Address	<u>131 US 395</u>		
City	State	Zip	
<u>Independence</u>	<u>CA</u>	<u>93526</u>	

Is the business identified above: a Headquarters? A Distribution Point? A Locally-Owned Franchise? [circle (click) all that apply]

### 2. Business License

Is your business required to hold a business license by government jurisdiction located in Inyo County? Yes No [circle (click) one]

If yes, please identify the jurisdiction(s) requiring the license(s), and attach a copy of each license to this form.

### 3. Employment / Ownership

Provide the name and street address of one full-time (40-hour or more per week) employee employed by your business who resides in Inyo County. Or, provide the names and street addresses of two (2) part-time (less than 40-hours per week) employees employed by your business and who reside in Inyo County.

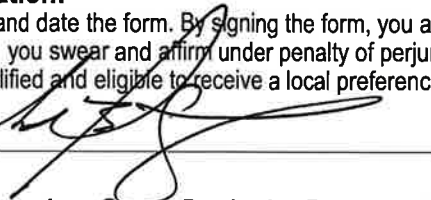
Name <u>Jacob Banta</u>	<u>PT</u> , PT, or % Share [circle (click) one]	Name _____	FT, PT, or % Share [circle (click) one]
Address _____		Address _____	
City, State, and ZIP _____		City, State, and ZIP _____	
<u>Big Pine, CA 93513-2017</u>			

Alternately, if your business has no employees, use the space above to provide the name(s) and street address(es) of one or more owners of the business whose primary residence is located in Inyo County and whose share or shares in the company equal fifty-percent (50%) or more of the company.

Note: If your business is a local business located in Mono County, provide the information above showing Inyo or Mono County addresses.

### 4. Certification:

Please sign and date the form. By signing the form, you are acknowledging you have read and understand the criteria as defined under Chapter 6.06. Furthermore, you swear and affirm under penalty of perjury that the above information contained herein is true and correct and that the licensee listed above is qualified and eligible to receive a local preference under the Inyo County Ordinance, Chapter 6.06.

  
Signature

JANUARY 14, 2025  
Date



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-167

### Tunnel Aircamp Hangar Lease

#### Public Works

#### ACTION REQUIRED

#### ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director -  
Airports

#### ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director -  
Airports

#### RECOMMENDED ACTION:

Approve the lease agreement between the County of Inyo and Friends of the Lone Pine Airport of Lone Pine, CA for the real property described as the Tunnel Aircamp Hangar, for the period of March 25, 2025 through March 24, 2028, and authorize the Public Works Director to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

On March 11, 2025, the Board received a presentation from the Friends of the Lone Pine Airport (FLPA), a 501(c)(3) non-profit that was created by members of the Lone Pine general aviation community with a goal to restore the terminal area facilities at the Lone Pine/Death Valley Airport with volunteer efforts, preserve local aviation history, and foster growth and involvement in the local community. During this presentation, County staff discussed the proposed lease between FLPA and the County for the Tunnel Aircamp Hangar, a structure outside the airport fence that is in very poor condition and was slated for demolition. This hangar has a rich history, but requires extensive structural and cosmetic repairs. The restoration of this structure is one of the main objectives of the FLPA. The proposed lease has been finalized and is presented for Board approval.

The lease acknowledges that the leased premises is in poor condition, and harbors structural deficiencies that must be addressed. FLPA, the lessee, is responsible for performing repairs, either with contractors, where required, or with volunteers. The lease includes a waiver that FLPA will require volunteers to sign prior to working on the structure. The lease sets the annual rate, but allows FLPA to submit a report of the fair market value for the work performed each year, including labor and materials, to be deducted from the amount owed.

#### FISCAL IMPACT:

Funding Source	N/A	Budget Unit	150500
Budgeted?	N/A	Object Code	4311
Recurrence	N/A	Sole Source?	N/A

If Sole Source, provide justification below

<b>Current Fiscal Year Impact</b>
<b>Future Fiscal Year Impacts</b>
Up to \$525 in revenue each fiscal year, however all revenue may be offset by improvements performed by FLPA.
<b>Additional Information</b>

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

The Board could choose not to approve the lease, or to request modified terms. This is not recommended, as staff and the Friends of Lone Pine Airport Board have worked out the details of this lease over several years. The building is not a desirable space in its current condition, and has not been leased by the County in many years.

#### **OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

#### **STRATEGIC PLAN ALIGNMENT:**

Thriving Communities I Community Supporting Infrastructure Improvements  
 Thriving Communities I Highest and Best use of Property  
 High Quality Services I Improved County Facilities

#### **APPROVALS:**

Ashley Helms	Created/Initiated - 2/28/2025
Darcy Israel	Approved - 2/28/2025
Ashley Helms	Approved - 3/13/2025
Grace Weitz	Approved - 3/13/2025
John Vallejo	Approved - 3/14/2025
Keri Oney	Approved - 3/14/2025
Amy Shepherd	Approved - 3/17/2025
Michael Errante	Approved - 3/18/2025
Nate Greenberg	Final Approval - 3/18/2025

#### **ATTACHMENTS:**

1. Tunnel Aircamp Lease



**COUNTY OF INYO STANDARD LEASE AGREEMENT  
TUNNEL AIRCAMP HANGAR**

THIS LEASE AGREEMENT, made and entered into this 25 day of March, 2025, by and between the Friends of the Lone Pine Airport, hereinafter referred to as "Lessee," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

**SECTION ONE. ADMINISTRATION.**

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by Ashley Helms whose title is: Public Works Deputy Director hereinafter referred to as "County's Lease Administrator," and on behalf of Lessee by Jeffrey Montgomery.

**SECTION TWO. LEASED PREMISES.**

County leases to Lessee, and Lessee hires from County, as herein provided, the Tunnel Aircamp Hangar located at the Lone Pine/Death Valley Airport (hereinafter referred to as "Airport"), County of Inyo, State of California, as designated by the Airport Manager. The leased space is depicted in Exhibit A.

**SECTION THREE. TERM.**

The term of this Lease shall be 3 years. The Lease shall commence on March 25, 2025, unless sooner terminated in the manner and under the conditions hereinafter provided.

**SECTION FOUR. LEASE PAYMENT.**

So long as all lease requirements are met, the cost of this Lease shall be calculated by taking the annual Base Rent in the amount of \$ 525 and subtracting from the Base Rent the value of any improvements done by Lessee to the Leased Premises. On or before January 1<sup>st</sup> of each year, Lessee shall submit to the County a summary of all work performed by Lessee on the Leased Premises in the prior year. This summary shall include a calculation of the fair market value of all work performed, including labor and materials. Within 10 days of receipt of the summary, the County shall accept or dispute the Lessee's summary of work performed. If the County accepts the Lessee's summary of work performed, the County shall inform Lessee in writing of the rent due for that calendar year, taking into account the value of work performed by Lessee. If the County disputes the Lessee's summary of work performed, the County shall provide a summary of the basis for its dispute, and the Parties shall meet and confer within 14 days in a good-faith attempt to agree on the value of any improvements done by Lessee to the Leased Premises during the prior quarter. If the value of the improvements in any given year exceeds the base rent, the remainder of the work value may be carried over and applied to the subsequent year. The County will not reimburse the Lessee for the value of work performed beyond the value of the lease.

Payments shall be sent to County of Inyo – Airports Division, 703 Airport Rd, Bishop, CA 93514. Payments are delinquent if not delivered within 30 days of notification of the amount due.

**SECTION FIVE. USE OF PREMISES.**

The premises are leased to be used as a historical preservation site commemorating the history of aviation at the Airport and a community gathering / event space for aviation-related events. Lessee agrees to restrict Lessee's use to such purposes, and not to use or permit the use of the premises for any other purpose or the storage of any non-aeronautical equipment or materials without first obtaining the consent in writing of County, or of County's authorized agent.

Notwithstanding the foregoing, Lessee shall obtain the permission of the County prior to hosting any events at the Leased Premises that involve individuals other than members of the Friends of the Lone Pine Airport.

**SECTION SIX. DELIVERY OF POSSESSION.**

Delivery of possession shall be deemed complete as of the date of execution of this instrument.

**SECTION SEVEN. QUIET POSSESSION.**

The County covenants and agrees that Lessee, upon payment of the Lease payment and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease and any extensions thereof without hindrance or interruption by County.

**SECTION EIGHT. PAYMENT OF UTILITIES.**

Lessee shall provide and pay for such electricity, lighting, heating, ventilation and all other utilities as are necessary for the reasonable use and enjoyment of the leased premises by the Lessee except as provided below. All charges for other utilities used by Lessee in connection with the occupancy of the leased premises, (including deposits, connection fees or charges, meter rentals as required by the supplier of any such utility service, and the cost of the facilities for connecting the leased premises to such utility service facilities) shall be paid by Lessee.

**SECTION NINE. REPAIRS AND MAINTENANCE.**

County and Lessee recognize that the Leased Premises is currently in fair to poor condition, that the Leased Premises harbors numerous structural deficiencies, and that the Leased Premises may not comply with various requirements of the California Building Code. Lessee agrees to accept the Leased Premises as-is and recognizes that, in no event shall the County be responsible for repairing or maintaining any aspect of the Leased Premises.

Lessee shall be solely responsible for performing any repairs or maintenance, regardless of whether the repairs and maintenance are elective or required for life-safety purposes, and any injuries to persons or damage to property that may arise from such repairs and maintenance. Lessee shall ensure that all volunteers participating in repairs or maintenance activities sign the General Waiver, included as Exhibit B to the agreement. At least 30 days prior to performing any repairs or maintenance on the Leased Premises, Lessee shall submit to the County a description of the work to be performed, proof of permitting by all necessary entities (e.g. the Inyo County Building Department), and proof that the work shall be overseen and managed by a licensed contractor where required.

Nothing herein shall prevent the County from making emergency repairs to the Leased Premises



to provide for the immediate safety of the public or airport users. If Lessee is unable to perform such emergency repairs immediately upon notification by the County, County reserves the right to make such repairs itself, or hire a contractor to make such repairs.

All repairs, alterations, and improvements made by Lessee, other than removable personal property, shall remain on the Leased Premises and be deemed to be property of County upon the expiration or sooner termination of the Lease, unless otherwise agreed in writing by Lessee and County.

#### **SECTION TEN. PARKING.**

Lessee shall have reasonable non-exclusive use of the Airport parking area outside the airport fence, in common with other tenants, occupants, and users of the Airport, together with the right of reasonable ingress and egress to the Airport Parking area, as defined in Exhibit A.

#### **SECTION ELEVEN. INSURANCE REQUIREMENTS.**

Lessee shall procure and maintain for the duration of this lease, and any extension thereof, insurance as described in Exhibit C.

#### **SECTION TWELVE. HOLD HARMLESS.**

Lessee will defend, indemnify, and hold the County free and harmless from any and all costs, judgments, liability, damages, or expense, including costs of suit and attorney's fees, arising out of or from any claimed injury or damage to persons or property sustained in, on, or about the leased premises, or arising out of Lessee's operation of the leased premises, or as a result of Lessee's acts or omissions or those of Lessee's agents, officers, or employees, in carrying out any operation upon the airport property, or arising out of any condition in, on, or above, the leased property. Lessee specifically waives any and all claims against the County for damages or compensation claimed or sustained by reason of any defect, deficiency, or impairment of any water system, electrical supply system, or electrical apparatus or wiring services on leased property.

#### **SECTION THIRTEEN. LESSEE'S ASSIGNMENT OR SUBLEASE OF PREMISES.**

Lessee agrees not to assign this lease or sublet the leased premises in part, or encumber its leasehold estate or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law without the express permission of the County.

#### **SECTION FOURTEEN. ENTRY FOR INSPECTION AND MAINTENANCE.**

County reserves the right to enter the leased premises at reasonable times, with twenty-four (24) hour prior notification to the Lessee, to inspect, to perform required maintenance and repair, or to make additions or alterations to any part of the premises. County also reserves the right to enter the leased premises at any time without prior notice to the Lessee in the event that an emergency reasonably requires the County to do so. Lessee agrees to permit County to do so. County may, during such time as is reasonably necessary to either respond to an emergency or to make such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the demised premises during such period, and without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

**SECTION FIFTEEN. TAXES, ASSESSMENTS, AND FEES.**

In accordance with Revenue and Taxation Code Section 107.6, Lessee is hereby advised that this lease may create a possessory interest subject to property taxation and that, if such an interest is created, Lessee is solely responsible for the payment of all property taxes levied on that interest. In addition, Lessee shall timely pay all taxes and assessments of whatever character that may be levied or charged upon the leasehold estate in the Leased Premises, or upon Lessee's operations thereon. Lessee shall also pay all licenses or permit fees that may be necessary, or which may be required by law, for the conduct of its operations at the Leased Premises.

**SECTION SIXTEEN. WASTE.**

Lessee shall give prompt notice to County of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

**SECTION SEVENTEEN. TERMINATION.**

This Lease may be canceled and terminated by either party, without penalty, for any reason, at any time after execution of this Lease. Such cancellation and termination shall be effective on the Fifteenth (15th) day after one party gives to the other written notice of termination. However, the giving of such notice shall not release either the County or the Lessee from full and faithful performance of all covenants of this Lease during the period between the giving of notice and the effective date of cancellation and termination.

**SECTION EIGHTEEN. DEFAULT.**

If Lessee shall default in the payment of rent and such default shall continue for three days after notice thereof in writing to the Lessee; or if Lessee defaults in other agreements, stipulations, covenants or other obligations of this lease and such default shall continue for ten days after notice thereof in writing to the Lessee, then and in either event, County may terminate this Lease and take immediate possession of the leased premises or any part thereof and expel and remove the Lessee and each and every person or persons in or on the leased premises or any part thereof, with or without process of law, using such force as may be reasonably necessary to recover possession of the leased premises.

**SECTION NINETEEN. WAIVER.**

It is agreed that any waiver by County of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or a different provision of the Lease nor shall any failure on the part of the County to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any matter changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

**SECTION TWENTY. COMPLIANCE WITH COUNTY ORDINANCES.**

Lessee agrees to comply with all provisions of the Inyo County Code.

## **SECTION TWENTY-ONE. GRANT AGREEMENT ASSURANCES.**

The following assurances required by the Federal Government as a condition of the Grant Agreement for the Lone Pine/Death Valley Airport are hereby incorporated into, and made a condition of, this Lease:

- a. Nondiscrimination. The Lessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of a breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Lease, and to re-enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
- b. Airport Protection. It shall be a condition of this lease
  1. That the lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.
  2. That the Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.
  3. That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.
- c. Property Rights Reserved. This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the County acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the County, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the County pertaining to the Airport.
- d. Exclusive Rights. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Landlord herein reserves the right to grant

similar privileges to another tenant or other tenants on other parts of the airport.

#### **SECTION TWENTY-TWO. NOTICES.**

Any notice required by the Lease or applicable law to be given or served on Lessee or County may be given or served either by personal delivery to the County Lease Administrator or any one of the Lessees, by personal delivery to, or by depositing the notice in the United States Mail, postage prepaid, to the address of each party as given below:

##### **COUNTY**

Public Works Deputy Director  
168 N. Edwards St, P.O. Drawer Q  
Independence, CA 93526

**Department**  
**Address**  
**City and State**

##### **LESSEE**

Friends of the Lone Pine Airport  
PO Box 1  
Lone Pine, CA

**Name**  
**Address**  
**City and State**

#### **SECTION TWENTY-THREE. SEVERABILITY.**

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

#### **SECTION TWENTY-FOUR. AMENDMENT.**

The Lease may be amended only by a written document signed by all parties hereto. However, County may, upon 30 days' notice to Lessee, unilaterally amend this Lease as a result of any changes to the lease and/or easement between the County and the Los Angeles Department of Water and Power regarding the Airport or FAA requirements, so long as such amendment is limited to an incorporation of changes and/or modification to the Airport Master Lease, Airport Easement, and/or changes to the FAA training/badging/operational requirements. The amended Lease shall take effect 30 days after Lessee is served with the amended Lease.

#### **SECTION TWENTY-FIVE. ENTIRE AGREEMENT.**

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the lease.

#### **SECTION TWENTY-SIX. ADDITIONAL TERMS AND CONDITIONS.**

Additional terms and conditions of the Lease, if any, are set forth in the exhibits below, each of which is attached hereto and incorporated herein by this reference:

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#### **SECTION TWENTY-SEVEN. GENERAL PROVISIONS.**

Time is of the essence hereof. The captions of the sections of this Lease are for convenience only and are not a part of the Lease, and do not in any way limit or amplify the terms or

provisions of this Lease.

IN WITNESS THEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**COUNTY**

**LESSEE**


Lease Administrator

By \_\_\_\_\_  
Director, Department of Public Works

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

**Jeffrey Montgomery**

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

  
\_\_\_\_\_  
Jeffrey Montgomery (Mar 7, 2025 13:03 PST)

Signature

Address: **PO Box 1, Lone Pine, CA**

Date: **03/07/2025**

Approved as to form and legality:

  
\_\_\_\_\_  
Grace Weitz (Mar 7, 2025 15:34 PST)

County Counsel

Approved as to accounting form and content:

  
\_\_\_\_\_

County Auditor

Approved as to insurance and risk management:

  
\_\_\_\_\_  
Aaron Holmberg (Mar 7, 2025 12:19 PST)

County Risk Manager

Exhibit A: Map of Premises



Exhibit B: General Waiver

GENERAL WAIVER AND ASSUMPTION OF RISK

By my signature below, I hereby acknowledge that Friends of the Lone Pine Airport may sponsor and promote activities which may be beyond the capability of some people, and participating in such activities may cause injuries to participants, including, but not limited to, those participants that are not sufficiently physically fit, or who have not had sufficient training and/or experience to participate in the activity. I agree to make my own determination as to whether or not I am able to safely participate in any such activity sponsored or promoted by Friends of the Lone Pine Airport.

I recognize that Friends of the Lone Pine Airport has not, and will not, evaluate my ability to participate in the event/s for which I am voluntarily agreeing to participate. I acknowledge that walking and picking up trash and other items around a lake in high temperatures and uneven terrain can be tests of a person's limits regardless of physical fitness or experience. Understanding those risks and others that may be known or unknown, I hereby assume the risks of participating in the events.

I certify that my level of physical fitness is appropriate to participate in the level of the events in which I will voluntarily undertake. I certify that I will only participate in the portions of the activities for the events for which I have received sufficient training and that I have not been advised against participating in by a qualified professional.

I, for myself, my past, present and future agents, attorneys, representatives, predecessors, successors, assigns, heirs and executors, do hereby waive, release and discharge Friends of the Lone Pine Airport, its officers, directors, agents, attorneys, and any members other than myself, parents, subsidiaries, predecessors, successors, affiliates, assigns and sponsors, and representatives from any and all matter of liability, claims for damages, causes of action, suits, proceedings, compensation, attorneys' fees, costs and expenses of suits, claims and demands whatsoever, which may arise from my participation in any event with is in any way affiliated with the club, including, but not limited to any and all claims, losses or liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft or damage of any kind, including economic losses, which may arise out of or relate to my participation in, including traveling to and from the events for which I am agreeing to participate.

In addition, I hereby acknowledge and understand that there may be risks that could include, but are not limited to: travel, traffic, dangerous or adverse road/terrain conditions, conditions of the area designated for the event or related activities, consumption of food, weather conditions or other acts of nature, defects in property, negligent first aid operations or procedures, and other risks that are not known or not reasonably foreseeable at this time, and I hereby assume the risk related thereto of participating in a Friends of the Lone Pine Airport event.

I AGREE NOT TO SUE any of the Friends of the Lone Pine Airport parties for any and all claims made I agree to INDEMNIFY AND HOLD HARMLESS the Friends of the Lone Pine Airport parties from any and all claims made or liabilities assessed against them as a result of (I) my actions or inactions (II) the actions, inactions or negligence of others including those parties hereby indemnified (III) the conditions of the facilities, equipment or areas where the event or activities is being conducted and (iv) and other harm caused by an occurrence related to any Friends of the Lone Pine Airport event. I GRANT PERMISSION for the use of my name and/or likeness relating to my participation in the event and I WAIVE all right to any future compensation to which I may otherwise be entitled as a result of the use of my name or likeness.

GENERAL WAIVER AND ASSUMPTION OF RISK

I agree to indemnify and hold harmless the County of Inyo, its officers, directors, employees, agents, and volunteers, and the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, and the Board of Water and Power Commissioners of the City of Los Angeles, and all their officers, employees, and lessees. I understand that I am not an employee of Friends of the Lone Pine Airport, County of Inyo, or City of Los Angeles for my voluntary efforts during this event.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS.

---

PRINT PARTICIPANT'S NAME

SIGN

DATE



Exhibit C  
**Insurance Requirements for LEASE FOR TUNNEL HANGAR 2025**  
*(Do not use for restricted areas or hazardous materials)*

Lessee/licensee (hereafter lessee) 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 Lessee's operation and use of the leased/licensed space. The cost of such insurance shall be borne by the Lessee.

**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 **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be at least twice the required occurrence limit. Airport premises liability is acceptable as long as the coverage includes the above and the other insurance provisions below.
2. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. This requirement applies to lessees with employees and/or volunteers covered by workers' compensation. Volunteers not covered by the lessee's workers compensation policy must sign a waiver of liability and assumption of risk agreement that excludes Inyo County from liability related to volunteer injury or related property damage.
3. **Auto liability insurance:** Inyo County may require proof of auto liability insurance in the event the parking arrangement in the lease changes.

If the Lessee 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 Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

**OTHER INSURANCE PROVISIONS**

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

**Additional Insured Status:** Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee 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 Lessee'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 **Lessee'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 Lessee'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.

County of Inyo Insurance Standards for LEASES AND SOME LICENSES 20250307/ah

**Insurance Requirements for LEASE FOR TUNNEL HANGAR 2025**  
***(Do not use for restricted areas or hazardous materials)***

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

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

**Verification of Coverage:** Lessee shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by these insurance requirements. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before the lease/license commences.** However, failure to obtain the required documents prior to the initiation shall not waive the Lessee'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.












# Tunnel Aircamp Hangar-FLPA Lease

Final Audit Report

2025-03-11

Created:	2025-03-07
By:	Ashley Helms (ahelms@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgj5PAsqAVRg00Vg9G7dNbpJxPDNyc-X

## "Tunnel Aircamp Hangar-FLPA Lease" History

-  Document created by Ashley Helms (ahelms@inyocounty.us)  
2025-03-07 - 6:03:53 PM GMT
-  Document emailed to jeffmont72@gmail.com for signature  
2025-03-07 - 7:07:53 PM GMT
-  Document emailed to Grace Weitz (gweitz@inyocounty.us) for signature  
2025-03-07 - 7:07:54 PM GMT
-  Document emailed to Heather Williams (hwilliams@inyocounty.us) for signature  
2025-03-07 - 7:07:54 PM GMT
-  Document emailed to Aaron Holmberg (aholmberg@inyocounty.us) for signature  
2025-03-07 - 7:07:54 PM GMT
-  Email viewed by jeffmont72@gmail.com  
2025-03-07 - 8:00:38 PM GMT
-  Email viewed by Aaron Holmberg (aholmberg@inyocounty.us)  
2025-03-07 - 8:16:29 PM GMT
-  Document e-signed by Aaron Holmberg (aholmberg@inyocounty.us)  
Signature Date: 2025-03-07 - 8:19:17 PM GMT - Time Source: server
-  Signer jeffmont72@gmail.com entered name at signing as Jeffrey Montgomery  
2025-03-07 - 9:03:52 PM GMT
-  Document e-signed by Jeffrey Montgomery (jeffmont72@gmail.com)  
Signature Date: 2025-03-07 - 9:03:54 PM GMT - Time Source: server
-  Email viewed by Heather Williams (hwilliams@inyocounty.us)  
2025-03-07 - 11:23:25 PM GMT




COUNTY OF INYO  
CALIFORNIA

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 Email viewed by Grace Weitz (gweitz@inyocounty.us)

2025-03-07 - 11:34:38 PM GMT

 Document e-signed by Grace Weitz (gweitz@inyocounty.us)

Signature Date: 2025-03-07 - 11:34:52 PM GMT - Time Source: server

 Document e-signed by Heather Williams (hwilliams@inyocounty.us)

Signature Date: 2025-03-11 - 5:43:41 PM GMT - Time Source: server

 Agreement completed.

2025-03-11 - 5:43:41 PM GMT





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-172

### Agreement between the County of Inyo and the Drug Enforcement Administration (DEA)

**Sheriff**

ACTION REQUIRED

#### ITEM SUBMITTED BY

Stephanie Rennie, Sheriff

#### ITEM PRESENTED BY

Tim Bachman, Assistant Sheriff

#### RECOMMENDED ACTION:

Ratify and approve the agreement between the County of Inyo and Drug Enforcement Administration (DEA) of the United States Department of Justice (DOJ) for the provision of illicit cannabis eradication and suppression funding in an amount not to exceed \$20,000 for the period of October 1, 2024 through September 30, 2025, contingent upon the Board's approval of the Fiscal Year 2025-2026 Budget, and authorize the Sheriff or designee to sign the relevant documentation.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The US Drug Enforcement Agency (DEA) is again offering local law enforcement agencies grants for cannabis eradication and suppression. In the past, these funds have been instrumental in financing the eradication of the illegal marijuana grows found in our local mountains. The 2025 grant award is \$20,000. The grant award will be used for flight time, equipment, and overtime. The DEA grant will enhance the Inyo County Sheriff's office's ability to detect, identify, and apprehend suspects involved in illicit cannabis cultivation. In keeping with prior years, the DEA will now be reimbursing Inyo County Sheriff once expenses have been incurred.

#### FISCAL IMPACT:

<b>Funding Source</b>	Federal Grant	<b>Budget Unit</b>	671507
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	Annual agreement	<b>Sole Source?</b>	

The DEA federal funding is paid in arrears once expenses have been incurred and approved by the DEA. The funding for this grant has already been approved as part of the FY 24-25 Board-Approved Budget. If the Board does not ratify this agreement, \$20,000 of expenditures will have to be reduced or reallocated to the General Fund.

#### Future Fiscal Year Impacts

N/A

**Additional Information**

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

Deny the grant and use existing county funds for cannabis enforcement. Staff does not recommend this action as General Funds are limited and other grant funding for cannabis suppression has not been identified.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

Not Applicable

**APPROVALS:**

Lauri Harner	Created/Initiated - 3/14/2025
Darcy Israel	Approved - 3/14/2025
Lauri Harner	Approved - 3/14/2025
John Vallejo	Approved - 3/14/2025
Amy Shepherd	Approved - 3/14/2025
Stephanie Rennie	Approved - 3/14/2025
Nate Greenberg	Final Approval - 3/17/2025

**ATTACHMENTS:**

1. Domestic Cannabis Eradication Letter of Agreement
2. Supplemental Documentation for Letter of Agreement





**U.S. Department of Justice  
Drug Enforcement Administration**

[www.dea.gov](http://www.dea.gov)

Springfield, Virginia 22152

Agreement Number 2025-17

THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), DRUG ENFORCEMENT ADMINISTRATION (DEA), provides funding and/or operational support to state and local law enforcement agencies in conducting marijuana eradication and suppression efforts. This program, known as DEA's Domestic Cannabis Eradication/Suppression Program (DCE/SP), provides funding under either or both of the below, Option 1 and/or Option 2.

Under Option 1, DEA provides DCE/SP funding and operational support to state and local law enforcement agencies who demonstrate that such support will be used for marijuana eradication and suppression operations including but not limited to the investigation of drug trafficking organizations involved in marijuana trafficking operations meeting one of the following criteria:

1. Marijuana is being cultivated by a drug trafficking organization or a transnational organized crime syndicate; or
2. Marijuana is being cultivated on federal land, including federally-recognized Tribal lands; or
3. Marijuana cultivation is causing environmental hazards, depleting or contaminating water, or otherwise harming public lands; or
4. Marijuana cultivation is suspected to involve other federal crimes, including money laundering and crimes impacting public health and safety.

Under Option 2, where the above criteria are not met by state and local law enforcement agencies, DEA will provide DCE/SP funding only to state and local law enforcement agencies who demonstrate that such funding will be used to eradicate large-scale illicit marijuana grows and for the purpose of suppression efforts including but not limited to the investigation of drug trafficking organizations involved in marijuana trafficking.

This Letter of Agreement (LOA) is entered into between the **INYO COUNTY SHERIFF'S OFFICE**, hereinafter referred to as (**THE AGENCY**), and the DEA, because DEA has determined that (**THE AGENCY**) has satisfied the criteria under either and/or both **Option 1 or Option 2**. In that regard:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of California*. The parties hereto agree that it is to their mutual benefit to cooperate in the investigation of drug trafficking organizations involved in marijuana trafficking, the location and eradication of illicit cannabis plants, and the prosecution of those cases before the courts of the United States (U.S.) and/or the courts of the *State of California*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.



As used in this Letter of Agreement, the terms “marijuana” and “illicit cannabis” only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the Controlled Substances Act (CSA) (21 U.S.C. § 802(16)).

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as herein after specified, perform the activities and duties described below:
  - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis and related money laundering activity to include the complete name and nationality of any individuals associated with eradication and suppression operations. NOTE: If only the registered property owner(s) associated with indoor/outdoor grows is known, that information should be provided.
  - b. Investigate and report instances involving the trafficking in controlled substances.
  - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of California*.
  - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
  - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
  - f. Capture, maintain, and share data and statistics with DEA on its marijuana eradication efforts.
  - g. Follow all applicable state laws and guidelines.
  - h. **FOR AGENCIES FUNDED UNDER OPTION 2.** Certify, by signing this agreement, that funding provided under this agreement will only be used for operations to eradicate large-scale illicit marijuana grows and for the purpose of suppression efforts including, but not limited to investigations targeting drug trafficking organizations involved in marijuana trafficking; and THE AGENCY will follow all applicable state law and guidelines.
  - i. **MANDATORY requirement for THE AGENCY to utilize the interim replacement for the Web-based DEA internet Capability Endeavor (DICE) until the permanent replacement is operational or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
  - j. Submit electronically a DEA Monthly Accounting Report, with a copy of **THE AGENCY's** general ledger that clearly identifies all expenses claimed on the Monthly Accounting Report. If applicable, include invoices for all expenses of \$2,500.00 or more for aircraft expenses, clothing and protective gear, equipment, supplies and materials, training, travel, and rental and/or leasing of vehicles or aircrafts. When overtime is claimed, the Overtime Tracker Spreadsheet is also required listing the officer's name, hours worked, and pay as reported on the Monthly Accounting Form.

2. It is understood and agreed by the parties to this Agreement that the activities described in paragraph one and its subparagraphs shall be accomplished with existing personnel, and that the scope of **THE AGENCY's** program with respect to those activities by such personnel shall be consistent with California law and solely at **THE AGENCY's** discretion, subject to appropriate limitations contained in the budget adopted by **THE AGENCY**, except that **THE AGENCY** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication and suppression program activities in a manner consistent with the CSA, 21 U.S.C. § 801 et seq.
3. Subject to the availability of funds, DEA will provide to **THE AGENCY** Federal funds in the amount of **TWENTY THOUSAND DOLLARS (\$20,000.00)** for the period of October 1, 2024 to September 30, 2025, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication and suppression of illicit cannabis as provided in this agreement. **THE AGENCY** understands and agrees that Federal funds provided to **THE AGENCY** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. However, funding may be provided for applications and tools used to map marijuana grow sites, but not to reimburse costs of standard police equipment. Additionally, funding and expenditures are not permitted for the eradication of "ditch weed."

**THE AGENCY** understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication/suppression activities. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY's** presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication and suppression process, **(FY 2025 maximum reimbursable overtime reimbursement rate for the DCE/SP will be at \$21,740.50 which is 25 percent of a GS-12, Step 1 taken from the 2024 General Pay Scale, Rest of United States (RUS). The funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited)** and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When DCE/SP funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

All purchases of equipment, supplies, and other resources must be requested in writing and specify whether these items will be purchased under criteria Option 1 and/or Option 2 as indicated on Page 1 of this agreement through the respective DEA Division, **to the Investigative Support Section (ODS)**. Requests must include manufacturer specifications, pricing of the item (including tax, if applicable) to be purchased, and justification for the purchase. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they **are not automatically approved for purchase**. All requests for purchases must be received by HQ/ODS by July 30<sup>th</sup>. Exemptions to any of these requirements must have prior HQ/ODS approval.

Per DOJ, none of the funds allocated to **THE AGENCY** may be used to purchase promotional items, gifts, trinkets, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids or uniforms/protective gear if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141 and the Federal Acquisition Regulation, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:
  - (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
  - (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than “equipment” as defined by 2 C.F.R. § 200.1), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA’s share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program, in accordance with 2 C.F.R. § 200.314. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY**'s personnel engaged in illicit cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. § 200.313, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.
8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on the September (FINAL) Accounting Form.
9. It is understood and agreed by **THE AGENCY** that, in return for DEA's payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments), OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 C.F.R. Part 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is a reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse [efrd.fac@census.gov](mailto:efrd.fac@census.gov) with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **FY25 (10/01/2024 through 09/30/2025)**).

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.
11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the DOJ Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for **six** years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.
13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.
14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.

15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees, contractors, or personnel shall not be considered as the agent of any other participating entity, including without limitation, the Drug Enforcement Administration, the Department of Justice or any other component of the United States (U.S.) government. Nothing herein is intended to waive or limit sovereign immunity arising from any legal authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located resulting from the DCE/SP funded by DEA.
16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to DOJ regulations implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
17. Upon termination of the Agreement, **THE AGENCY** will prepare a September (FINAL) Accounting Form and a general ledger itemizing the breakdown of final expenditures and completion of the overtime spreadsheet tracker. If applicable, attach invoices reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. The report should be submitted electronically to the DEA Regional Contractor by October 31<sup>st</sup>.
18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after thirty (30) day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** before the notice of termination. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.
19. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. **THE AGENCY** must have a unique entity identifier known as the Unique Entity ID (UEI). The UEI (formerly the Data Universal Numbering System (DUNS) Number) is a 12-character alphanumeric value assigned to all entities (public and private companies, individuals, institutions or organizations) who must register to do business with the federal government in SAMS. The UEI is required when there is a need for more than one.

**THE AGENCY** may obtain the UEI via the internet ([www.sam.gov](http://www.sam.gov)) or for additional information, call by phone at 1-844-472-4111. Both the registration in SAM and the UEI are free of charge.

**Note: It is *THE AGENCY's* responsibility to update their SAM registration annually or whenever a change occurs.**

***Failure to abide by the terms of the LOA, or provide the required reports, may result in the cancellation of the current LOA and jeopardize future funding.***

**THE AGENCY's** current UEI is \_\_\_\_\_.

**THE AGENCY's** opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety (90) days from date of issuance. Agreement issued on \_\_\_\_\_.

**(INYO COUNTY SHERIFF'S OFFICE)**

Printed Name & Signature: \_\_\_\_\_

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

***Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor***

**DRUG ENFORCEMENT ADMINISTRATION**

Printed Name & Signature: \_\_\_\_\_

Special Agent in Charge, San Francisco Field Division Date: \_\_\_\_\_

***SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.***

**DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION**

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

[2025/AFF-B-OP-OD/8210000/PERMID/JDCE/DEA-JLE/DCE/25205/OD009/xxxxxx](#)

**UFMS** Input Date: \_\_\_\_\_ **DNC** No. \_\_\_\_\_

**DNO** No. \_\_\_\_\_ **DDP** No. \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

***Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.***





U.S. Department of Justice  
Office of Justice Programs  
Office of the Comptroller

## **CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

### **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### **3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check \_\_\_ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check \_\_\_ if the State has elected to complete OJP Form 4061/7.

#### **DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

#### **1. Grantee Name and Address:**

Inyo County Sheriff's Office  
PO Drawer S  
Independence, CA 93526

#### **2. Application Number and/or Project Name**

2025-17

#### **3. Grantee IRS/Vendor Number**

95-6005445

#### **4. Typed Name and Title of Authorized Representative**

Stephanie J Rennie, Sheriff

#### **5. Signature**

#### **6. Date**



## ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, 14, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

Agency Name & LOA Number: Inyo County Sheriff's Office /2025-17



# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-175

### Film Commission Written Report County Administrator - Economic Development NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Inyo County Film Commission

#### ITEM PRESENTED BY

Jesse Steele

#### RECOMMENDED ACTION:

Receive a written report on film activity in Inyo County from Film Commissioner Jesse Steele.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

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

#### FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

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

N/A

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### STRATEGIC PLAN ALIGNMENT:

**Economic Enhancement** | Local Businesses, Organizations, and Workforce  
**High Quality Services** | High-Quality County Government Services

#### APPROVALS:

Darcy Israel  
Darcy Israel  
Nate Greenberg

Created/Initiated - 3/13/2025  
Approved - 3/13/2025  
Final Approval - 3/17/2025

#### ATTACHMENTS:

1. Inyo County Film Commission Report March 2025



# Inyo County Film Commission Report

Presented to the Inyo County Board of Supervisors

March 25, 2025

Dear Supervisors,

I'm happy to report that **filming in Inyo County is alive and well**—in fact, we've seen a fantastic upswing in activity recently. After a quiet holiday season, productions have come roaring back, and our stunning landscapes have once again served as the backdrop for a variety of projects. From **big-name commercial shoots** to **local indie films**, it's been an exciting time for the Film Commission.

## A Busy Season for Filming in Inyo County

- **Electric Bikes & Super Bowl Commercials** – Just last week, we hosted a shoot for an **electric bike company**, taking advantage of our scenic roads and trails. And in case you missed it—during the **Super Bowl**, a **Harrison Ford Jeep commercial shot in Alabama Hills** aired internationally. Yes, Alabama Hills had another prime-time moment, and it looked fantastic.
- **Bishop Short Films & Local Businesses in the Spotlight** – College filmmakers have been busy, with multiple short films shot around **Bishop**. One was a **documentary about the Antique Peddler store on Main Street**, capturing its history and charm. Another was a **full narrative short film** shot at the **Union Auto Station on Highway 395**. The owners were approached and **paid for location use**, which is a great example of how film can directly benefit local businesses.
- **Climbing Films in Progress** – Our world-class climbing areas continue to attract filmmakers. Multiple **climbing videos** are in the works, and I've been working closely with **location manager Ben Ditto** to make them happen. Expect more spectacular shots of climbers defying gravity in the coming months.

## Tesla Takes Over Lone Pine

The **biggest shoot we had recently was another Tesla commercial**, this time for a **new Model Y** that hadn't been released yet. Naturally, **Non Disclosure Agreements were signed, secrecy was high, and a lot of "cloak and dagger" tactics were used**. They shot for three days in **Alabama Hills**, getting all the **sweeping, cinematic driving shots** they needed.

- Tents were literally **placed over the road** so that when traffic was let through, they could **hide the car from prying eyes**.
- The best part? Two **local women—mother and daughter—were cast in the commercial**, playing a family of paddle boarders on **Diaz Lake**. Their **dogs starred in the ad too** (one of them being my own dog, Odie—his Hollywood debut!).

- **The catch?** It was **freezing that day**, and yet, Tesla had them in **bathing suits, pretending it was a warm summer afternoon**. They were troopers, powered through the wind and cold, and the commercial turned out fantastic. It's now live on **FilmInyoCounty.com**, and it was a **great way to keep Tesla interested in future projects** here.

Oh, and speaking of Tesla—**my idea to shoot the Cybertruck in Death Valley is officially in the works!** They'll be reaching out when they move forward.

## Local Talent Shining in Film Festivals

- **Ben Holland, a Bishop Union High School graduate, recently filmed a scene for his new film at the Thai Thai Restaurant at the airport.** We helped him secure the necessary permits, and the shoot went off without a hitch.
- **The film is now complete and making waves on the festival circuit!** He has **applied to the Mammoth Lakes Film Festival** (we're waiting to hear back) but has already been **accepted into some major festivals**. It's always great to see a **local filmmaker making it big**, and The Film Commission is proud to have played a small part in making it happen.

## Streamlining Film Permits: Big Strides for Inyo County

One of the most exciting developments on the administrative side of things is the **progress we're making on the countywide film permit**. **Simplifying the permitting process** has been a top priority, and we are finally making **big strides toward making this a reality**.

Recently, **Darcy Ellis, Meghan McCamman, Julie Faber, and I** met with **Travis Dean and Noam Shendar** to discuss how to **implement and roll out the permit efficiently on the County's new OpenGov permitting platform**. These conversations have been incredibly productive as we work to **iron out the kinks** and ensure that the process is smooth for both filmmakers and county staff.

Why is this such a big deal?

- A **streamlined permit means fewer roadblocks** for productions looking to film in Inyo County.
- It will help **cut down on confusion and red tape**, making our area even more attractive to major productions.
- By simplifying the process, we can **increase film-related revenue** while maintaining control over our natural and cultural resources.

This is **one of the most significant administrative advancements we've seen in a while**, and I'm excited to keep pushing it forward. Once fully implemented, this will **place Inyo County in a stronger competitive position** for securing future productions.

## Looking Ahead: Exciting Productions on the Horizon

The momentum isn't slowing down anytime soon! I **continue to receive multiple film inquiries every week**, and I'm working hard to see them **to fruition**. Some particularly exciting projects in the pipeline include:

- **A low-budget Western** set to shoot right here in Inyo County—because let's be honest, we have some of the best Old West landscapes in the country!
- **A historical drama about Jesus Christ**, where the **Alabama Hills will double as the Middle East**. It's always fascinating to see how our diverse terrain can transform into different parts of the world on screen.
- And on the *complete opposite end of the spectrum*—we are in the **early scouting stages for the next season of American Horror Story!** Talk about range... from biblical epics to psychological thrillers, Inyo County can do it all.

The future is always **exciting, unpredictable, and full of opportunity in the Film Industry**, and I am absolutely **thrilled to be a part of it representing Inyo County as its Film Commissioner**. I appreciate the chance to **keep you all informed** and look forward to sharing even more exciting updates as we continue to grow **Inyo County's film industry**.

Oh, and on a personal note—one of the **coolest film-related inquiries I've ever gotten** just landed in my inbox. A **huge Tremors fan from Japan** reached out because he's visiting on his **honeymoon** and wants me to personally show him all the **Tremors filming locations** as well as the **Film Museum**. How did he find me? Turns out, he **saw me on Youtube's "Ghost Town Living" with Brent Underwood in Cerro Gordo** and tracked me down from there. That's next-level dedication! It's an awesome reminder of just how far-reaching **Inyo County's film legacy** is—and how the power of film and digital media continues to bring people from all over the world right here to experience it firsthand.

Until next time—thank you all for your support, and I'll see you at the movies!

Jesse Steele  
Inyo County Film Commissioner





# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-186

### Property Tax Management System Taskforce Update County Administrator - Information Services

NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Noam Shendar, Chief Information Officer

#### ITEM PRESENTED BY

Amy Shepherd, Auditor/Controller, David Stottlemire, Assesor, Christie Martindale, Treasurer-Tax Collector, Noam Shendar, Chief Information Officer

#### RECOMMENDED ACTION:

Receive an update from the Property Tax Management System Taskforce.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Property Tax Management System (PTMS) Taskforce, comprising the Treasurer-Tax Collector, Auditor-Controller, Assessor, and Chief Information Officer, has been hard at work on remediating the PTMS issues identified by the Inyo County Grand Jury and will deliver a report on its progress.

#### FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

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

No decision is being requested

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### STRATEGIC PLAN ALIGNMENT:

**Economic Enhancement** | Local Businesses, Organizations, and Workforce  
**High Quality Services** | High-Quality County Government Services

#### APPROVALS:

Darcy Israel	Created/Initiated - 3/11/2025
Darcy Israel	Approved - 3/12/2025
David Stottlemire	Approved - 3/14/2025
Christie Martindale	Approved - 3/14/2025
Amy Shepherd	Approved - 3/18/2025
Nate Greenberg	Final Approval - 3/18/2025

**ATTACHMENTS:**



# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-184

### Inyo County Disclosure Statement Filing Requirement Presentation

**Clerk-Recorder**

NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Danielle Sexton, Clerk/Recorder

#### ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

#### RECOMMENDED ACTION:

Following the presentation on the Inyo County Disclosure Statement filing requirement and public access to filed forms with the Clerk Recorder's Office, the Board may provide recommendations and any insight regarding the services presented.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Pursuant to Inyo County Ordinance #271, all Inyo County elected executive officers, appointed executive officers, and appointed commissioners shall file annually a Disclosure Statement with the County Clerk. The Disclosure Statement covers the period of January 1<sup>st</sup> through December 31<sup>st</sup> of the prior year to disclose if these selected positions engaged in any land leases, exchanges and/or sales of land, or other transaction(s) with LADWP, Forest Service, BLM, or CA Division of Highways.

This presentation will provide an overview of the origin of this Ordinance, the purpose of this form, the support provided by the Clerk-Recorder's Office, and provide public awareness and access to the information.

Purpose of Presentation:

1. While the efforts of the Clerk-Recorder's Office helps to ensure all required filers submit their annual filing, there is no practical mechanism to enforce compliance with this County Ordinance. I intend to redirect our historical efforts to foster compliance to instead provide relevant filer information on our website for public transparency and accessibility to the information.
2. These forms were established in 1974 by a citizen-initiated measure for public transparency. Yet they are not currently serving any purpose other than to fulfill the requirement for the form to be filed. The forms would be more beneficial and serve their purpose if they were more accessible to the public.

**FISCAL IMPACT:**

There is no fiscal impact associated with this item.

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

No action is required by the Board.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

**High Quality Services** | High-Quality County Government Services

**High Quality Services** | Improved Access to Government

**APPROVALS:**

Danielle Sexton	Created/Initiated - 3/7/2025
Darcy Israel	Approved - 3/10/2025
Danielle Sexton	Approved - 3/10/2025
Keri Oney	Approved - 3/10/2025
John Vallejo	Approved - 3/11/2025
Amy Shepherd	Approved - 3/11/2025
Nate Greenberg	Final Approval - 3/17/2025

**ATTACHMENTS:**

1. Inyo County Disclosure Statement Presentation
2. Disclosure Form and Ordinance 271



# Inyo County Disclosure Statement Filing Requirement



DANIELLE SEXTON,  
INYO COUNTY CLERK-RECORDER

## *Objectives of this Review*



Provide a brief overview of the Origin and Requirements of the form.



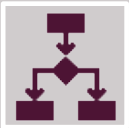
Identify the objective of the form, and the benefit of the information gathered.



Establish the expectation of the role performed by the Clerk-Recorder office beyond filing submitted forms.



Enhance our communications with required filers as to the purpose and use of the forms they are filing.



Identify possible actions of non-compliance.



Provide better awareness and access to the public.

# Inyo County Disclosure Statement – Origin and Introduction

- November 5, 1974, General Election passed Measure A – Business Transaction Disclosure

*Shall the ordinance requiring disclosure of certain personal business transactions by county elected executive officers, and county appointive commissioners be adopted?*

- *Yes Vote: Requires all Inyo County elected Executive Officials, appointive Executive Officers, and appointive Commissioners to file with the Inyo County Clerk a detailed statement disclosing all personal transactions of a nature as specified in the provisions of the proposed ordinance with the Los Angeles Department of Water and Power; the Forest Service, Department of Agriculture; the Bureau of Land Management, Department of the Interior; and the California State Division of Highways.*
- *No Vote: Against the passage of this proposed ordinance. Regardless of whether or not this proposed ordinance is enacted, the existing provisions of state law as set forth in the Governmental Conflict of Interest Act will remain in effect.*



# Inyo County Disclosure Statement – County Code



## ○ Inyo County Code Chapter 2.84

### **Personal Business Transactions Disclosure Statement** (Ord. 271 § 1–3, 1974)

#### ○ § 2.84.010 Statement—Filing.

*All Inyo County elected executive officers, appointive executive officers, and appointive commissioners shall file with the Inyo County clerk a detailed statement disclosing all personal business transactions of the nature specified below with: the Los Angeles Department of Water and Power; the Forest Service, Department of Agriculture; the bureau of Land Management, Department of the Interior; and the California State Division of Highways.*

#### ○ § 2.84.020 Statement—Contents—Supplement.

*The statement shall specify all land leases, exchanges, and sales of land, the location and amount of acreage involved, amount paid, including the amount paid to or received from any of the above named agencies, and a description of any other transactions with the above named agencies which may give rise to a conflict of interest within the scope of each officer's or commissioner's duties, entered into or continuing in effect during the twelve month period preceding the date of filing said statement. This statement shall be amended annually by filing a supplement with the Inyo County clerk. The supplement shall include all transactions between the parties specified above, entered into and continuing in effect during the twelve month period preceding the date of filing said statement.*

#### ○ § 2.84.030 Newly elected or appointed officials.

*Newly elected or appointed officers and commissioners shall file said statement within thirty days of taking office, and shall comply with the amendment procedures stated in Section 2.84.020.*

# Inyo County Disclosure Statement – Form Contents

- Inyo County Code Chapter 2.84 – Personal Business Transactions Disclosure Statement
- Inyo County Ordinance #271

*Inyo County Ordinance #271 (from 1974) requires “All Inyo County elected executive officers, appointive executive officers, and appointive commissioners shall file with the Inyo County clerk...” the attached form, within 30 days of taking office and then annually every January.*

- Have you engaged in any land leases, exchanges and/or sales of land or other transaction with any of the following agencies? If the answer is yes to any entity, additional information is required.
  - *Los Angeles Department of Water and Power*
  - *Forest Service, Department of Agriculture*
  - *Bureau of Land Management, Department of the Interior*
  - *California State Division of Highways*

# Purpose and Use

## ○ Purpose

To provide public transparency of any personal land transactions that our top county officials may have with interest to specific state and federal agencies.

## ○ Current Use

Forms are stamped Filed; the tracking sheet is updated; and the forms are placed in a file for permanent paper retention. There has been no public or County interest, or review, of the information provided on these forms for at least the past four years. Last date of access is unknown.



## *Role of the Clerk-Recorder's Office*

- The Ordinance only establishes that the selected positions are to file a form with the Clerk's Office. All oversight and support performed by our office is voluntary to help the filers and the public with the mandate.

### **Current practice:**

- Maintain forms and written instructions, including enhancing the form to now be available for online submission via Adobe Sign.
- Send filers annual filing notification and forms.
- Assist filers with support & questions;
- Track submitted forms to ensure compliance.
- Send follow-up communications to filers until compliance is met.

### **New practice beginning 2026:**

- Maintain forms and instructions in both in hard copy, pdf attachment, and online via Adobe Sign.
- Send filers one courtesy email with the form options and instructions.
- Assist filers with support & questions;
- Track submitted forms to ensure compliance.
- After the due date, post an online list of filers indicating compliance & non-compliance, and making submitted forms available to the public either online or upon request.

**INYO COUNTY DISCLOSURE STATEMENT**  
**FOR THE YEAR 2024**

INYO COUNTY ORDINANCE NO. 271

Please print or type in blue or black only

---

Name

Telephone Number

---

Mailing Address

---

Position Held

---

**Have you engaged in any land leases, exchanges and/or sales of land  
or other transaction with:**

Check the Appropriate Box:  
YES      NO

THE LOS ANGELES DEPT. OF WATER & POWER?

THE FOREST SERVICE, DEPT OF AGRICULTURE?

THE BUREAU OF LAND MANAGEMENT, DEPT. OF THE INTERIOR?

THE CALIFORNIA STATE DIVISION OF HIGHWAYS?

---

If you answered **NO** to all the above questions, please sign and date this report and return the  
form to the Inyo County Clerk to be filed.

If you answered **YES** to any of the above questions, you must sign and date this report and do  
all of the following:

Fill out a separate transaction form for each transaction

Attach transaction form(s) to this page

Return the form (this page) and attachments to the Inyo County Clerk to  
be filed.

---

Signature

---

Date

---

**TRANSACTION FORM  
FOR THE YEAR 2024**

NAME \_\_\_\_\_

Name of agency involved in this transaction:
--

I. Describe the nature of the transaction:

II. Describe the location of the land and the area or acreage involved. (Use attachments if necessary.)

III. Indicate the amount(s) of money paid to or received from the public agency in the course of this transaction:

**DISCLOSURE OF PERSONAL BUSINESS TRANSACTIONS  
WITH CERTAIN AGENCIES**

ORDINANCE NO. 271

The people of the County of Inyo, State of California, do ordain as follows:

SECTION I. All Inyo County elected Executive Officers, appointive Executive Officers, and appointive Commissioners shall file with the Inyo County Clerk a detailed statement disclosing all personal business transactions of the nature specified below with: the Los Angeles Department of Water and Power; the Forest Service, Department of Agriculture; the Bureau of Land Management, Department of the Interior; and the California State Division of Highways.

SECTION II. The statement shall specify all land leases, exchanges, and sales of land, the location and amount of acreage involved, amount paid, including the amount paid to or received from any of the above named agencies, and a description of any other transactions with the above named agencies which may give rise to a conflict of interest within the scope of each officer's or commissioner's duties, entered into or continuing in effect during the twelve month period preceding the date of filing said statement. This statement shall be amended annually by filing a supplement with the Inyo County Clerk. The supplement shall include all transactions between the parties specified above,

entered into and continuing in effect during the twelve month period preceding the date of filing said statement.

SECTION III. Newly elected or appointed officers and commissioners shall file said statement within 30 days of taking office, and shall comply with the amendment procedures stated in Section II.

SECTION IV. Notwithstanding any other ordinance which may be in conflict, the provisions of this ordinance shall govern and the ordinance shall become effective 30 days after approval by voters.

SECTION V. If any phrase, clause, sentence, section, or portion of this ordinance or application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other phrase, clause, sentence, section, provision, or application and to this end the provisions of this ordinance are declared to be severable.

Said ordinance was approved by a vote of the electorate of Inyo County at the General Election, November 5, 1974.

The Inyo County Board of Supervisors accepted the Statement of Votes Cast at the General Election, November 5, 1974, at a regular meeting on November 18, 1974.





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-179

### Change in Authorized Strength - Auditor-Controller County Administrator - Personnel ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer,  
Amy Shepherd, Auditor/Controller

#### ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director, Amy  
Shepherd, Auditor/Controller

#### RECOMMENDED ACTION:

- A) Change the Authorized Strength in the Auditor-Controller's Office by adding one (1) Payroll Analyst I-III Grade 10-12 (\$5,445.16 - \$7,799.91) and deleting one (1) Payroll Manager Grade 16 (\$7,297.04 - \$9,480.84); and
- B) Reclassify one (1) Management Analyst Grade 16 (\$7,297.04 - \$9,480.84) to a Senior Management Analyst Grade 18 (\$8,044.98 - \$10,452.62).

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The recent vacancy and successful internal recruitment of the Assistant Auditor-Controller—a critical role within the Auditor-Controller's Office—highlights the need for a strategic restructuring of key positions in our authorized staffing. Specifically, the Auditor's Office now has a vacancy in the Payroll Manager position, which was previously created to address the growing demands for payroll due to increased state and federal mandates, the addition of 12 payrolls for special districts, and the dedicated project management of the financial system.

Given the specialized expertise required for government payroll and project management, it is unlikely the County will find a qualified candidate to fill the Payroll Manager position. Therefore, upon approval of this proposed reorganization, the Auditor-Controller's Office intends to realign responsibilities to better serve our mission and ensure continued success. The newly appointed Assistant Auditor-Controller will take on oversight of payroll, leveraging their existing skill set, and the addition of the Payroll Analyst will allow for continuity of service in the payroll division. In addition, certain project management duties will be shifted to the Senior Management Analyst position. The Senior Management Analyst will also assume internal audit responsibilities that were previously overseen by the Assistant Auditor-Controller. Additionally, the department has requested a review of the Senior Management Analyst/Management Analyst position as part of the ongoing compensation and classification study. This review will ensure that the position's title and duties align with the Auditor-Controller's Office structure and accurately reflect the role.

This restructuring will enable the Auditor-Controller's Office to maintain high levels of payroll and fiscal oversight while optimizing staffing resources. By realigning roles and responsibilities, we can enhance efficiency and ensure that the department's key functions continue to be effectively managed.

While this request is being presented after the adoption of the Fiscal Year 2024-2025 budget, it aligns with the requirements outlined in County Code Section 2.08.040(E). Furthermore, this reorganization will result in small overall savings for the department.

We respectfully request the Board's approval to implement this staffing reorganization.

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	010400
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5001
<b>Recurrence</b>	Ongoing Expenditure	<b>Sole Source?</b>	N/A

**If Sole Source, provide justification below**

**Current Fiscal Year Impact**

The proposed restructuring will result in a small savings.

**Future Fiscal Year Impacts**

These costs will be budgeted in future years.

**Additional Information**

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

Your Board could choose not to approve the requested change in Authorized Strength. This is not recommended as the staffing needs of the department have changed following the recent promotion of the Payroll Manager and loss of the former Assistant Auditor-Controller. Should the Board not approve this item, the department would maintain its current structure.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

**High Quality Services** | Quality County Employees

**High Quality Services** | High-Quality County Government Services

**APPROVALS:**

Keri Oney	Created/Initiated - 3/5/2025
Darcy Israel	Approved - 3/5/2025
Amy Shepherd	Approved - 3/11/2025
Denelle Carrington	Approved - 3/12/2025
John Vallejo	Approved - 3/12/2025
Nate Greenberg	Final Approval - 3/17/2025

**ATTACHMENTS:**





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-200

### Update to Resolution for Management Employees County Administrator - Personnel ACTION REQUIRED

#### ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

#### ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

#### RECOMMENDED ACTION:

Rescind Resolution No. 2024-45 and approve Resolution No. 2025-08 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms and Conditions of Employment for Management Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede Any prior Resolutions Pertaining to That Subject to the Extent They Are Inconsistent," effective March 25, 2025, and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

This resolution is submitted for your consideration and approval to correct the salary for the Senior Deputy District Attorney which was not correctly graded in the initial classification and compensation study last December, and to add the Assistant Auditor-Controller position to this list which was previously omitted due to the position not being filled. The proposed salary adjustments are contingent upon the approval of related items presented in this agenda. No other changes are included in this resolution.

#### FISCAL IMPACT:

There is no immediate fiscal impact associated with this item as all of the positions listed in this resolution have been budgeted in the current fiscal year.

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

Your Board could choose not to approve this resolution and direct staff to come back with other alternatives. This is not recommended as this would affect the benefits and salaries provided to those represented under this Resolution.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### STRATEGIC PLAN ALIGNMENT:

High Quality Services | Quality County Employees

High Quality Services | High-Quality County Government Services

**APPROVALS:**

Keri Oney	Created/Initiated - 3/14/2025
Darcy Israel	Approved - 3/14/2025
Denelle Carrington	Approved - 3/14/2025
John Vallejo	Approved - 3/18/2025
Amy Shepherd	Approved - 3/18/2025
Nate Greenberg	Final Approval - 3/18/2025

**ATTACHMENTS:**

1. Management Resolution No. 2025-08



RESOLUTION NO. 2025-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, SETTING CERTAIN SALARY AND/OR TERMS AND CONDITIONS OF EMPLOYMENT FOR MANAGEMENT EMPLOYEES EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO, WHICH SHALL SUPERSEDE ANY PRIOR RESOLUTIONS PERTAINING TO THAT SUBJECT TO THE EXTENT THEY ARE INCONSISTENT**

WHEREAS, the Board of Supervisors, pursuant to Government Code section 25300, shall prescribe the compensation of all county officers and shall provide for the number, compensation, tenure, appointment, and conditions of employment of all County employees; and

WHEREAS, there are Management employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to prescribe the compensation, tenure, appointment and/or conditions of employment for management employees, excluding, appointed officials and Board of Supervisors;

WHEREAS, one change made by this Resolution is to correct an error previously made for the Senior Deputy District Attorney position salary grade and such change shall be retroactive consistent with the effective date of the related employment agreement;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that the following classifications are deemed as Management and shall be subject to the salary and/or terms and conditions of employment set forth below:

ASSISTANT ASSESSOR
ASSISTANT AUDITOR-CONTROLLER
ASSISTANT CHIEF INFORMATION OFFICER
ASSISTANT CLERK-RECORDER
ASSISTANT COUNTY ADMINISTRATIVE OFFICER
ASSISTANT COUNTY COUNSEL
ASSISTANT DIRECTOR OF RISK MANAGEMENT
ASSISTANT DISTRICT ATTORNEY
ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR
ASSISTANT PERSONNEL DIRECTOR
ASSISTANT PUBLIC WORKS DIRECTOR
ASSISTANT TREASURER-TAX COLLECTOR
BROADBAND COORDINATOR
CHIEF INFORMATION OFFICER
DEPUTY CHIEF PROBATION OFFICER
DEPUTY COUNTY ADMINISTRATIVE OFFICER
EXECUTIVE DIRECTOR OF REGIONAL COORDINATION
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – BEHAVIORAL HEALTH
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – FISCAL OVERSIGHT AND SPECIAL OPERATIONS
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – PUBLIC ASSISTANCE AND AGING

HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – PUBLIC HEALTH AND PREVENTION
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – SOCIAL AND PLACEMENT SERVICES
PUBLIC WORKS DEPUTY DIRECTOR – AIRPORTS
PUBLIC WORKS DEPUTY DIRECTOR – BUILDING AND GROUNDS
PUBLIC WORKS DEPUTY DIRECTOR – RECYCLING AND WASTE MANAGEMENT
PUBLIC WORKS DEPUTY DIRECTOR – ROADS
SENIOR DEPUTY COUNTY ADMINISTRATIVE OFFICER
SENIOR DEPUTY DISTRICT ATTORNEY
UNDERSHERIFF

## **ARTICLE 1. RECOGNITION**

The County of Inyo (hereinafter called the "County") has recognized employee bargaining units for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500, et seq. This Resolution applies to Management employees not represented by any employee bargaining unit. This Resolution applies to those positions listed above.

Persons in these positions are hereinafter referred to as “Management Employees.”

## **ARTICLE 2. EFFECT OF PRIOR RESOLUTIONS**

This Resolution supersedes all prior Resolutions with regard to the Management Employees covered by this Resolution to the extent they are inconsistent herewith.

## **ARTICLE 3. NON-DISCRIMINATION**

**Section 1.** The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected bargaining unit activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

**Section 2.** Management Employees shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation.

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

## **ARTICLE 4. WORKDAY AND WORK WEEK**



The County-designated standard workweek begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday).

- a. The obligation of a Management Employee to perform the services and work required by his/her position within the County. The performance of these services and work will require a varied schedule. In planning their work schedule, Management Employees will coordinate and make arrangements to fulfill the requirements of the services and work which are necessary.
- b. Employees on an eight-hour daily work schedule will generally work five consecutive days, with two consecutive days off.
- c. Management employees may be assigned, and/or may request that their Department Head recommend to the CAO to work an alternative work schedule.
  - Such alternative work schedules may include a “4/10s” schedule (four consecutive ten-hour workdays per County-designated standard workweek) A “4/10s” schedule shall consist of no more than forty (40) hours during the County-designated standard workweek, as applicable, which may be at hours other than traditionally scheduled for the assigned shift.
  - Such alternative work schedules may include a “9/80” schedule, where 80 hours are worked over 9 workdays during the County-designated pay period. A “9/80” schedule shall consist of no more than forty (40) hours during the County-designated alternative workweek. The designated workweek for a “9/80” schedule will be outlined and agreed upon in the Altered Work Schedule Request Form and must comply with all FLSA requirements.

As approved by the County Administrative Officer, in his/her sole discretion, other alternative schedules may be assigned or accepted upon request.

- d. The County Administrative Officer may in his/her discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.

#### **ARTICLE 5. OVERTIME AND COMPENSATORY TIME**

Management Employees are FLSA Exempt employees and shall not be paid or provided compensatory time for overtime worked.

#### **ARTICLE 6. STANDBY COMPENSATION**

The County shall extend to Management Employees requested by their department head to serve in an after-hours response capacity, the same Standby compensation as provided to members of the Inyo County Employees Association (ICEA). Any future adjustments to the Standby compensation for ICEA

members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

## **ARTICLE 7. SALARIES**

- a. Salaries: Management Employees shall be paid a monthly salary as set forth in below, and be subject to the salary grades and steps as set forth in the publicly available pay schedule maintained by the County on its website, and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees. All salaries shall be adjusted annually on the first full pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March-to-March change in the BLS (Bureau of Labor Statistics) Riverside – San Bernardino – Ontario Price Index Urban Wage Earners and Clerical Workers. The COLA will be no less than 0% and no more than 4% of the Urban Wage Earners and Clerical Workers.

<b>TITLE</b>	<b>MONTHLY SALARY</b>
ASSISTANT ASSESSOR	\$9,678.41
ASSISTANT AUDITOR-CONTROLLER	\$9,678.41
ASSISTANT CHIEF INFORMATION OFFICER	\$11,764.16
ASSISTANT CLERK-RECORDER	\$8,778.60
ASSISTANT COUNTY ADMINISTRATIVE OFFICER	\$13,688.89
ASSISTANT COUNTY COUNSEL	\$14,937.17
ASSISTANT DIRECTOR OF RISK MANAGEMENT	\$11,764.16
ASSISTANT DISTRICT ATTORNEY	\$11,911.11
ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR	\$10,781.05
ASSISTANT PERSONNEL DIRECTOR	\$11,764.16
ASSISTANT PUBLIC WORKS DIRECTOR	\$11,261.88
ASSISTANT TREASURER-TAX COLLECTOR	\$9,579.11
BROADBAND COORDINATOR	\$17,026.22
CHIEF INFORMATION OFFICER	\$14,937.17
DEPUTY CHIEF PROBATION OFFICER	\$10,560.97
DEPUTY COUNTY ADMINISTRATIVE OFFICER	\$10,560.97
EXECUTIVE DIRECTOR OF REGIONAL COORDINATION	\$7,962.45
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – BEHAVIORAL HEALTH	\$8,869.60
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – FISCAL OVERSIGHT AND SPECIAL OPERATIONS	\$10,560.97
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – PUBLIC ASSISTANCE AND AGING	\$10,560.97
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – PUBLIC HEALTH AND PREVENTION	\$10,560.97
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – SOCIAL AND PLACEMENT SERVICES	\$10,560.97
PUBLIC WORKS DEPUTY DIRECTOR – AIRPORTS	\$10,560.97
PUBLIC WORKS DEPUTY DIRECTOR – BUILDING AND GROUNDS	\$10,560.97
PUBLIC WORKS DEPUTY DIRECTOR – RECYCLING AND WASTE	\$8,869.60

MANAGEMENT	
PUBLIC WORKS DEPUTY DIRECTOR – ROADS	\$10,560.97
SENIOR DEPUTY COUNTY ADMINISTRATIVE OFFICER	\$10,781.05
SENIOR DEPUTY DISTRICT ATTORNEY	\$12,836.93
UNDERSHERIFF	\$13,328.00

- b. Longevity Pay: The County shall extend to Management Employees the same Longevity Pay as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Longevity Pay for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.
- c. Bi-Weekly Pay period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

#### **ARTICLE 8. CLOTHING/UNIFORM ALLOWANCE**

The County shall extend to Management Employees, excluding the Undersheriff and Deputy Chief Probation Officer, a \$250.00 annual Clothing Allowance. Annual payments will be made at the time of this resolution's approval and subsequently during the first pay period in July each year. For newly hired Management Employees, the Clothing Allowance will be paid during their first pay period of employment and then in the first pay period of July in subsequent years. The Clothing Allowance is taxable as required by law and is not reportable as compensation to CalPERS.

The County shall extend to the Deputy Chief Probation Officer the same Uniform Allowance provided to members of the Inyo County Probation Peace Officers Association (ICPPOA). Any future changes or enhancements to Uniform Allowance for ICPPOA members shall automatically apply to the Deputy Chief Probation Officer on an equivalent basis, unless otherwise specified by the County.

#### **ARTICLE 9. INSURANCE/HEALTHCARE BENEFITS**

The County shall extend to Management Employees, excluding the Undersheriff and the Deputy Chief Probation Officer, the same Healthcare Benefits provided to members of the Inyo County Employee Association (ICEA). Any future changes or enhancements to Healthcare Benefits for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

The County shall extend to the Undersheriff the same Insurance Benefits provided to members of the Inyo County Law Enforcement Administrators Association (ICLEAA). Any future changes or enhancements to Insurance Benefits for ICLEAA members shall automatically apply to the Undersheriff on an equivalent basis, unless otherwise specified by the County.

The County shall extend to the Deputy Chief Probation Officer the same Insurance Benefits provided to members of the Inyo County Probation Peace Officers Association (ICPPOA). Any future changes or enhancements to Insurance Benefits for ICPPOA members shall automatically apply to the Deputy Chief Probation Officer on an equivalent basis, unless otherwise specified by the County.

#### **ARTICLE 10. FLEXIBLE BENEFIT PROGRAM**

The County shall extend to Management Employees the same Flexible Benefit Program as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Flexible Benefit Program for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

#### **ARTICLE 11. SHORT-TERM DISABILITY PROGRAM**

The County shall extend to Management Employees the same Short-Term Disability Program as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Short-Term Disability Program for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

#### **ARTICLE 12. DEFERRED COMPENSATION**

County will provide deferred compensation programs for Management Employees.

#### **ARTICLE 13. SICK LEAVE**

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- b. Any employee who retires from the County may donate sick leave to an available sick leave bank, without complying with any donation limits.
- c. Management Employees may donate directly to an employee. Management Employees may only donate 80 hours per calendar year.

#### **ARTICLE 14. VACATION LEAVE**

The County shall extend to the Management Employees, the same Vacation Leave benefits as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Vacation Leave benefits for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

#### **ARTICLE 15. FLEXIBLE & ADMINISTRATIVE LEAVE**

The County shall extend to Management Employees the same Flexible Leave benefits as provided to members of the Inyo County Employees Association (ICEA). Any future changes or

enhancements to Flexible Leave benefits for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

Management Employees are entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value. For the first fiscal year of a new employment Agreement, Management Employees shall have the current balance of administrative hours, if any, roll over from their current position, and any other expiring leave shall be similarly rolled over. In no event shall Management Employees be entitled to more than eighty (80) paid administrative hours in any given year regardless of a change in position within, or a new contract with, the County. Paid administrative leave shall be prorated in a manner consistent with Flexible Leave benefits.

#### **ARTICLE 16. HOLIDAYS**

- a. The County shall extend to Management Employees, excluding the Undersheriff, the same Recognized Holiday as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Recognized Holiday for ICEA members shall automatically apply to Management Employee.
- b. Management Employees who work on a County Holiday shall not receive any additional pay, overtime, or compensatory time.

#### **ARTICLE 17. RETIREMENT PROVISIONS**

The County shall extend to Management Employees the same Retirement Provisions as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Retirement Provisions for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

#### **ARTICLE 18. PERSONNEL RULES**

The Personnel Rules are hereby incorporated by reference.

In the event of a conflict between the Personnel Rules and Articles of this Resolution, this Resolution shall prevail.

In the event of a conflict between the Personnel Rules and an employment agreement between the County and an employee covered by this Resolution, the employment agreement shall prevail.

In the event of a conflict between this Resolution and an employment agreement between the County and an employee covered by this Resolution, the employment agreement shall prevail.

#### **ARTICLE 19. EMPLOYEE ASSISTANCE PROGRAM**

The County will provide an Employee Assistance Program.

#### **ARTICLE 20. PERFORMANCE EVALUATIONS**

The County shall extend to Management Employees the same Performance Evaluation procedures and criteria as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Performance Evaluation processes for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

#### **ARTICLE 21. DRUG-FREE WORKPLACE / DOT DRUG TESTING POLICY**

The County will enforce its Alcohol and Drug Abuse policy.

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

#### **ARTICLE 22. EMPLOYEE TRAINING AND TUITION ASSISTANCE PROGRAM POLICY**

The County shall extend to Management Employees the same Employee Training and Tuition Assistance benefits as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Employee Training and Tuition Assistance Program for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

#### **ARTICLE 23. SMOKING**

There shall be no smoking, vaping, or chewing of tobacco in any County facility, or County vehicle. Smoking or vaping on County property shall only be allowed in designated smoking areas.

#### **ARTICLE 24. MISTAKEN OVERPAYMENT**

In the event of an overpayment due to any mistake or inadvertence, the County shall apply the same process for the recovery of the overpayment to Management Employees as is provided to members of the Inyo County Employees Association (ICEA). Any future changes or adjustments to the procedure for handling mistaken overpayments for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

#### **ARTICLE 25. EMERGENCY WAIVER**

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Resolution, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the affected Management Employees may meet with the County regarding the impact caused by the suspension of these provisions of this Resolution or any Personnel Rules and Policies.

#### **ARTICLE 26. SEPARABILITY**

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

This Resolution shall be in full force and effect from now, until amended or rescinded.

PASSED AND ADOPTED this 25<sup>th</sup> day of March 2025, by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Scott Marcellin, Chairperson, Inyo County Board of Supervisors

Attest: Nate Greenberg  
Clerk of the Board

BY: \_\_\_\_\_  
Darcy Ellis, Assistant Clerk of the Board



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-165

### Personal Services Contract - Assistant Auditor- Controller

#### County Administrator - Personnel

ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

#### ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

#### RECOMMENDED ACTION:

- A) Approve the contract between the County of Inyo and Kortni Girardin for the provision of personal services as the Assistant Auditor-Controller at Grade 20, Step C, \$9,678.41 per month effective March 27, 2025, and authorize the Chairperson to sign; and
- B) Direct staff to update the publicly available pay schedule accordingly.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Assistant Auditor-Controller became vacant as a result of the prior employee transitioning to another position within the County. With the resulting vacancy, the Department conducted an internal recruitment and Kortni Girardin emerged as the top candidate with whom we are requesting to enter into a contract.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	010400
<b>Budgeted?</b>	Yes	<b>Object Code</b>	Salaries & Benefits
<b>Recurrence</b>	Ongoing Expenditure	<b>Sole Source?</b>	N/A

If Sole Source, provide justification below

#### Current Fiscal Year Impact

Up to \$24,000 for the period between April 2025 and June 2025. This position is currently budgeted as part of the FY 24-25 Board-approved budget and will not need additional funding.

#### Future Fiscal Year Impacts

This position will continue to be budgeted in future fiscal years.

#### Additional Information

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



Your Board could choose not to approve this contract and re-negotiate the terms and conditions, or the Department could continue to recruit to fill the vacancy.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

**High Quality Services** - Quality County Employees

**High Quality Services** - High-Quality County Government Services

**APPROVALS:**

Keri Oney	Created/Initiated - 3/13/2025
Darcy Israel	Approved - 3/14/2025
Denelle Carrington	Approved - 3/14/2025
John Vallejo	Approved - 3/14/2025
Amy Shepherd	Approved - 3/17/2025
Nate Greenberg	Final Approval - 3/17/2025

**ATTACHMENTS:**

1. K. Girardin Contract 2.2025



**AGREEMENT BETWEEN COUNTY OF INYO  
AND KORTNI GIRARDIN  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT AUDITOR-CONTROLLER**

**INTRODUCTION**

WHEREAS, Kortni Girardin (hereinafter referred to as "Assistant") has been or will be duly appointed as Assistant Auditor-Controller for Inyo County; and

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

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. ADMINISTRATION OF CONTRACT.**

Assistant will report directly to and shall work under the direction of the Auditor-Controller. As the County's Personnel Director, the County Administrative Officer will administer this contract in consultation with the Auditor-Controller.

**3. TERM.**

The term of this Agreement shall be from March 27, 2025 until terminated as provided below.

**4. CONSIDERATION.**

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

B. Travel and Per Diem. Assistant shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Assistant is not eligible for mileage reimbursement if Assistant receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant 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.

County of Inyo Standard Contract  
(Assistant to Elected)

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

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

## **5. WORK SCHEDULE.**

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

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

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Assistant to provide the services and work described in Attachment A must be procured by Assistant and be valid at the time Assistant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Assistant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Assistant will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Assistant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

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

## **8. COUNTY PROPERTY.**

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

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

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

County of Inyo Standard Contract  
(Assistant to Elected)

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

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

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

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

Assistant's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant one hundred eighty (180) days written notice of such intent to terminate. Assistant may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

In the event there is a change in the incumbent holding the Office of Auditor-Controller, Assistant's employment shall continue for a minimum of six (6) months following such change, unless grounds for termination as specified in the Inyo County Personnel Rules and Regulations is determined by the County Administrative Officer, under the advice of County Counsel, and subject to review by the Inyo County Board of Supervisors in closed session. To the extent not inconsistent with the foregoing, should the new incumbent Auditor-Controller request the County terminate Assistant's services under this Agreement without cause, and the County does so, the one hundred eighty (180) days written notice of such intent to terminate may run concurrently with the six (6) month period following the change of the incumbent holding the Office of Auditor-Controller.

#### **12. ASSIGNMENT.**

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

#### **13. NONDISCRIMINATION.**

Assistant agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

#### **14. CONFIDENTIALITY.**

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

**15. CONFLICTS.**

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

**16. POST AGREEMENT COVENANT.**

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

**17. AMENDMENT.**

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

**18. NOTICE.**

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

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

With a copy to:

Auditor-Controller	Department
--------------------	------------

<b>Assistant</b>	
Kortni Girardin	Name
On File	Mailing Address
On File	City and State

**19. ENTIRE AGREEMENT.**

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

////

////

County of Inyo Standard Contract  
(Assistant to Elected)

**AGREEMENT BETWEEN COUNTY OF INYO  
AND KORTNI GIRARDIN  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT AUDITOR-CONTROLLER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
25TH DAY OF MARCH, 2025.

**COUNTY OF INYO**

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

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


**ASSISTANT**

By: Kortni Girardin  
Print or Type Name


  
Kortni Girardin (Mar 13, 2025 16:10 PDT)  
Signature

Dated: 03/13/2025


APPROVED AS TO FORM AND  
LEGALITY:

  
John-Carl Vallejo (Mar 13, 2025 15:15 PDT)  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

  
County Auditor

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

  
Personnel Services

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND KORTNI GIRARDIN  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT AUDITOR-CONTROLLER**

**TERM:**

**FROM: MARCH 27, 2025 TO: TERMINATION**

**SCOPE OF WORK:**

Upon commencing employment, Assistant shall perform the duties and responsibilities as identified in the job description for Assistant incorporated herein by this reference.



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND KORTNI GIRARDIN  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT AUDITOR-CONTROLLER**

**TERM:**

**FROM: MARCH 27, 2025      TO: TERMINATION**

**SCHEDULE OF FEES:**

1. After commencing employment, Assistant shall be compensated at Grade 20, Step C and be paid \$9,678.41 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The Auditor-Controller will review Assistant's performance annually.
3. Except as otherwise provided in this contract, Assistant shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide a \$750.00 per month vehicle allowance.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

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












# K. Girardin Contract 2.2025

Final Audit Report

2025-03-13

Created:	2025-03-13
By:	Keri Oney (koney@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjJQVOjvPh4yJFZU-bV6_9WB8JwMmlQNR

## "K. Girardin Contract 2.2025" History

-  Document created by Keri Oney (koney@inyocounty.us)  
2025-03-13 - 8:30:11 PM GMT
-  Document emailed to Kortni Girardin (kgirardin@inyocounty.us) for signature  
2025-03-13 - 8:40:27 PM GMT
-  Document emailed to John-Carl Vallejo (jcvallejo@inyocounty.us) for signature  
2025-03-13 - 8:40:27 PM GMT
-  Document emailed to Amy Shepherd (ashepherd@inyocounty.us) for signature  
2025-03-13 - 8:40:28 PM GMT
-  Document emailed to Keri Oney (koney@inyocounty.us) for signature  
2025-03-13 - 8:40:28 PM GMT
-  Document e-signed by Keri Oney (koney@inyocounty.us)  
Signature Date: 2025-03-13 - 8:40:42 PM GMT - Time Source: server
-  Email viewed by Amy Shepherd (ashepherd@inyocounty.us)  
2025-03-13 - 8:50:15 PM GMT
-  Document e-signed by Amy Shepherd (ashepherd@inyocounty.us)  
Signature Date: 2025-03-13 - 8:52:20 PM GMT - Time Source: server
-  Email viewed by John-Carl Vallejo (jcvallejo@inyocounty.us)  
2025-03-13 - 10:13:51 PM GMT
-  Document e-signed by John-Carl Vallejo (jcvallejo@inyocounty.us)  
Signature Date: 2025-03-13 - 10:15:41 PM GMT - Time Source: server
-  Email viewed by Kortni Girardin (kgirardin@inyocounty.us)  
2025-03-13 - 11:06:56 PM GMT




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 Document e-signed by Kortni Girardin (kgirardin@inyocounty.us)

Signature Date: 2025-03-13 - 11:10:24 PM GMT - Time Source: server

 Agreement completed.

2025-03-13 - 11:10:24 PM GMT



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# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-181

### Personal Services Contract Amendment No. 1 - Senior Deputy District Attorney County Administrator - Personnel ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

#### ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

#### RECOMMENDED ACTION:

- A) Ratify and approve Amendment #1 to the contract between the County of Inyo and David Christensen for the provision of personal services as the Senior Deputy District Attorney at Grade 24, Step E, \$12,836.93 per month effective January 2, 2025, and authorize the Chairperson to sign; and  
B) Direct staff to update the publicly available pay schedule accordingly.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Through the implementation of the classification and compensation study and the recommendation of Evergreen LLC, an error was identified in the salary grading of the Senior Deputy District Attorney position. This contract amendment corrects the classification to the appropriate Grade and a Step to ensure separation between office positions, aligning the salary with the intended compensation structure. Additionally, we are requesting that the effective date of this correction be retroactive to the approval date of the prior contract, ensuring continuity and equitable compensation.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	022400
<b>Budgeted?</b>	Yes	<b>Object Code</b>	Salaries and Benefits
<b>Recurrence</b>	Ongoing Expenditure	<b>Sole Source?</b>	No

If Sole Source, provide justification below

#### Current Fiscal Year Impact

Up to \$45,000 for the period between April 2025 and June 2025 - during the Third Quarter Review, staff will review all salaries and benefits for all General Fund budgets, and transfer funding from Personnel Contingencies to cover any shortage in the salaries and benefits object codes that are directly related to the salary increases that were negotiated and approved by your Board.

#### Future Fiscal Year Impacts

This position will continue to be budgeted in future fiscal years.

**Additional Information**

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

Your Board could choose not to approve this contract amendment and direct staff to re-negotiate the terms and conditions.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

**High Quality Services** | Quality County Employees

**High Quality Services** | High-Quality County Government Services

**APPROVALS:**

Keri Oney	Created/Initiated - 3/14/2025
Darcy Israel	Approved - 3/14/2025
Denelle Carrington	Approved - 3/14/2025
John Vallejo	Approved - 3/14/2025
Amy Shepherd	Approved - 3/17/2025
Nate Greenberg	Final Approval - 3/17/2025

**ATTACHMENTS:**

1. D. Christensen Contract Amendment No. 1 - 3.2025



**AMENDMENT NUMBER ONE TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
David Christensen  
**FOR THE PROVISION OF PERSONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and David Christensen, of Bishop California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Personal Services dated 12/17/2024, on County of Inyo Standard Contract No. Deputy, for the term from 01/02/2025 to Termination.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Attachment B.1. shall be amended in its entirety as follows:

"1. Beginning January 2, 2025, Deputy shall be compensated at Grade 24, Step E and be paid \$12,836.93 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees."

2. Attachment B.3 shall be amended to update the Resolution number to "2025-09"

The effective date of this Amendment to the Agreement is January 2, 2025.

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

**AMENDMENT NUMBER One TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**David Christensen**  
**FOR THE PROVISION OF PERSONAL SERVICES**

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

**COUNTY OF INYO**

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

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

APPROVED AS TO FORM AND LEGALITY:

*John-Carl Vallejo*  
John-Carl Vallejo (Mar 14, 2025 14:49 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

*Amy Shepherd*

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

*K. Oney*

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

*Denelle Carrington*  
Denelle Carrington (Mar 14, 2025 14:53 PDT)

County Risk Manager

**CONTRACTOR**

By: *David Christensen*  
David Christensen (Mar 14, 2025 15:17 PDT)

David Christensen

Print or Type Name

Dated: 03/14/2025













# D. Christensen Contract Amendment No. 1 - 3.2025

Final Audit Report

2025-03-18

Created:	2025-03-14
By:	Keri Oney (koney@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgM5HIqOo_em4YN5xPbpteBNgj11YKbOB

## "D. Christensen Contract Amendment No. 1 - 3.2025" History

-  Document created by Keri Oney (koney@inyocounty.us)  
2025-03-14 - 9:47:45 PM GMT
-  Document emailed to David Christensen (dchristensen@inyocounty.us) for signature  
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-  Document emailed to John-Carl Vallejo (jcvallejo@inyocounty.us) for signature  
2025-03-14 - 9:49:11 PM GMT
-  Document emailed to Amy Shepherd (ashepherd@inyocounty.us) for signature  
2025-03-14 - 9:49:11 PM GMT
-  Document emailed to Denelle Carrington (dcarrington@inyocounty.us) for signature  
2025-03-14 - 9:49:11 PM GMT
-  Document emailed to Keri Oney (koney@inyocounty.us) for signature  
2025-03-14 - 9:49:11 PM GMT
-  Document e-signed by Keri Oney (koney@inyocounty.us)  
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-  Email viewed by John-Carl Vallejo (jcvallejo@inyocounty.us)  
2025-03-14 - 9:49:27 PM GMT
-  Document e-signed by John-Carl Vallejo (jcvallejo@inyocounty.us)  
Signature Date: 2025-03-14 - 9:49:43 PM GMT - Time Source: server
-  Email viewed by Denelle Carrington (dcarrington@inyocounty.us)  
2025-03-14 - 9:53:07 PM GMT





Document e-signed by Denelle Carrington (dcarrington@inyocounty.us)

Signature Date: 2025-03-14 - 9:53:56 PM GMT - Time Source: server



Email viewed by David Christensen (dchristensen@inyocounty.us)

2025-03-14 - 10:16:28 PM GMT



Document e-signed by David Christensen (dchristensen@inyocounty.us)

Signature Date: 2025-03-14 - 10:17:26 PM GMT - Time Source: server



Email viewed by Amy Shepherd (ashepherd@inyocounty.us)

2025-03-18 - 0:35:46 AM GMT



Document e-signed by Amy Shepherd (ashepherd@inyocounty.us)

Signature Date: 2025-03-18 - 0:36:16 AM GMT - Time Source: server



Agreement completed.

2025-03-18 - 0:36:16 AM GMT



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# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-166

### Establishment of Legal Intern Classification County Administrator - Personnel ACTION REQUIRED

#### ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

#### ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

#### RECOMMENDED ACTION:

- A) Approve the establishment of a new classification of Legal Intern; and
- B) Approve the Legal Intern job description

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Consistent with a number of other professions across the state, the availability of local attorneys is dwindling, and recruitment for attorneys in our local workforce is becoming increasingly difficult. Inyo County has long had a difficult time maintaining consistency in our public defender program, our Child Support Services attorney position is contracted out to another public agency, our District Attorney recently had an unsuccessful, and still ongoing, recruitment, and our County Counsel is about to move forward with a recruitment to fill a pending vacancy in the County Counsel's Office.

Part of our attorney-recruitment issue stems from the fact that we are relatively isolated in the Eastern Sierra, and many law school graduates likely do not know of or understand the legal opportunities that exist in Inyo County. To help put Inyo County on the map for future attorneys, the County is interested in establishing a Legal Intern classification that may be utilized by the County Counsel's Office, the District Attorney's Office, or the Department of Child Support Services. This classification will provide law students or recent graduates with practical legal experience while supporting the County's legal functions.

Legal interns will require active supervision and oversight from the County, and that will be a significant effort and expenditure of staff time. With that in mind, legal interns will learn to benefit County operations via assisting with legal research, drafting memoranda, preparing case summaries, and supporting attorneys in court or administrative proceedings. Interns can also help manage caseloads, review legal documents, and contribute to policy analysis, ultimately increasing efficiency and allowing attorneys to focus on complex legal matters. Ultimately, it is our goal that the internship program will serve as a recruitment pipeline for future full-time legal positions within the County.

No specific salary or compensation amount will be established for the classification, as compensation will be determined by the department utilizing the internship program based on available funding and County approval.

At this time, the County Counsel's Office has identified funding and will bring forward a budget amendment at the appropriate time.

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund / Non-General Fund / Grant Funded	<b>Budget Unit</b>	Various between County Counsel, DA and Child Support
<b>Budgeted?</b>	No	<b>Object Code</b>	various
<b>Recurrence</b>	Ongoing Expenditure	<b>Sole Source</b>	N/A

**If Sole Source, provide justification below**

**Current Fiscal Year Impact**

This will depend on the actual needs and requests of the departments listed above. However, it will be the understanding that each department will be responsible for finding offsetting revenue to cover any future expenditure that this program would incur.

**Future Fiscal Year Impacts**

This ultimately depends on the success of the program and the potential requests in future years.

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

Your Board could choose not to establish this classification nor approve the job description. This is not recommended, as supporting the establishment of a Legal Intern classification would enhance the County's ability to help develop future talent and potentially create an opportunity for future legal professionals, which could support long-term recruitment and retention efforts in legal departments.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

**High Quality Services** | Quality County Employees

**High Quality Services** | High-Quality County Government Services

**APPROVALS:**

Grace Weitz	Created/Initiated - 3/14/2025
Darcy Israel	Approved - 3/14/2025
Keri Oney	Approved - 3/14/2025
Denelle Carrington	Approved - 3/14/2025
John Vallejo	Approved - 3/17/2025
Amy Shepherd	Approved - 3/17/2025
Nate Greenberg	Final Approval - 3/17/2025

**ATTACHMENTS:**

1. Legal Intern Job Description



## **Legal Intern (Temporary / Seasonal)**

### **Job Description**

#### **Description**

The Legal Intern position is intended for current law students or recent graduates of law school. The Legal Intern may work in any department in Inyo County that employs attorneys, including County Counsel, the District Attorney, or Child Support. The Legal Intern will perform tasks that would be expected of attorneys in those offices, but will do so under the close supervision and mentorship of a licensed attorney. In all three departments, the attorneys handle a variety of issues. To be successful, an intern must be a generalist who enjoys dealing with a variety of non-routine issues.

Depending on the office in which the intern works, duties may include, but are not limited to the following:

- Assisting policymakers in accomplishing their goals by providing sound legal advice, representing the County in civil actions, and providing written and oral opinions on a variety of subjects to the Board of Supervisors, and other County boards, commissions, departments and special districts.
- Assisting district attorneys with the prosecution of criminal actions, court appearances, motion drafting, oral arguments, and jury trials.
- Assisting in providing legal support by reviewing Child Support case files, drafting legal documents, ensuring accuracy in agency filings, helping prepare for hearings, and support legal compliance and collection efforts.
- Assigned work is normally performed in an office or courtroom environment with continuous contact with County staff, management, general public, and outside organizations/agencies.

Legal Interns will be expected to commit to an 8-10 week block working 32-40 hours per week.

#### **Typical Qualifications & Special Requirements**

##### **EDUCATION and EXPERIENCE:**

- Must be currently enrolled in or recently graduated from a law school accredited by the American Bar Association.
- Public sector experience is helpful but not required.
- Interns looking to work in the District Attorney's office must be able to meet the qualifications of a Certified Law Student, as set out in Cal. Rule of Court 9.42.

##### **SPECIAL REQUIREMENTS:**

- May be required to drive a motor vehicle in the course of employment and must possess a valid operator's license issued by the State Department of Motor Vehicles.
- Must successfully complete a pre-employment background investigation.



# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:  
2025-204

### Consideration and Adoption of California's Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience County Administrator ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

#### RECOMMENDED ACTION:

Adopt "California's Joint Strategy for Sustainable Outdoor Recreation & Wildfire Resilience," as published by The California Wildfire and Forest Resilience Task Force as a guiding document in the County's effort for resource protection, community investment, and public safety.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County, and the greater Eastern Sierra region, predominately relies upon outdoor recreation and tourism as its economic engine. For this engine to remain sustainable, access to public land managed by federal agencies including the United States Forest Service, Bureau of Land Management, and National Park Service is critical. These lands are also vital ecosystems with significant ecological value, and are seen by many as a national treasure unlike any other in the world. Despite certain protections, these lands are under pressure from both overutilization and the threat of climate change - including catastrophic wildfires. The impact of a natural disaster such as wildfire takes many years, as well as significant economic and human resources to recover from. As these lands feel the impacts of disaster and overuse, their ability to serve their purpose for ecosystem and economic health are severely impeded.

The California Wildfire and Forest Resilience Task Force published "California's Joint Strategy for Sustainable Outdoor Recreation & Wildfire Resilience," (herein referred to as "Strategy") in March 2023. This Strategy includes a number of key actions, broken into stated goals which are intended to help guide local agency actions who care about and depend on these landscapes. By adopting this Strategy, Inyo County joins other regional partner agencies, including the Town of Mammoth Lakes and the Eastern Sierra Council of Governments, in recognizing the value of our public lands and the important role they play for our communities, constituents, and visitors.

Adopting this Strategy should also enhance the County's eligibility to receive state and federal funding for initiatives aimed at furthering our sustainable utilization of this landscape, including but certainly not limited to programs such as Proposition 4, the Great American Outdoors Act, Land Water Conservation Fund, and other similar funding opportunities.

While taking this action will clearly put a stake in the ground with respect to Inyo County's position with regard to the importance of public land and highlight the important intersection between recreation and wildfire, in no way is it binding nor obligating the County toward specific action. Rather, the Strategy is a means to further define the priorities set out in the Inyo County Strategic Plan and is intended to integrate and augment existing efforts at the federal, state and local level.

The Strategy consists of four significant priority areas:

- 1. Integrate Forest Health and Sustainable Outdoor Recreation** - Integrate the provision of high-quality, sustainable outdoor recreation opportunities with forest health and resilience and wildfire and climate mitigation efforts so that all people can connect to the benefits and wonders of the natural world.
- 2. Advance Inclusion and Access for All Throughout California** - Plan for and provide a diversity of outdoor recreation opportunities to foster inclusive and equitable access for all Californians.
- 3. Promote the Health and Well-being of All Californians through Outdoor Recreation** - Provide health information, training, and alternative recreation opportunities that promote the health and well-being of all people, with consideration of people's needs before, during, and after wildfires and other natural disasters.
- 4. Support Economies that Enhance Sustainable Outdoor Recreation** - Foster and support robust and diversified economies that enhance sustainable outdoor recreation while investing in the resilience necessary to withstand the impact of climate change, wildfires, and other disasters.

#### **FISCAL IMPACT:**

There is no fiscal impact associated with this item.

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

The Board could choose not to adopt this strategy framework. This is not recommended as formally adopting this strategy comes with little obligation for the County, yet likely better positions the organization in the future to access funding aimed at furthering climate resilience and sustainable recreation efforts.

#### **OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

#### **STRATEGIC PLAN ALIGNMENT:**

**Thriving Communities** | Climate Resilience and Natural Resource Protection  
**Economic Enhancement** | Sustainable Recreation Initiatives  
**Economic Enhancement** | Collaborative Regional Economic Development

#### **APPROVALS:**

Nate Greenberg	Created/Initiated - 3/16/2025
Darcy Israel	Approved - 3/17/2025
Keri Oney	Approved - 3/17/2025
Amy Shepherd	Approved - 3/17/2025
John Vallejo	Approved - 3/18/2025
Nate Greenberg	Final Approval - 3/18/2025

#### **ATTACHMENTS:**

1. Joint Strategy for Sustainable Recreation









CALIFORNIA  
WILDFIRE  
& FOREST  
RESILIENCE  
TASK FORCE

**CALIFORNIA'S JOINT STRATEGY  
FOR SUSTAINABLE OUTDOOR  
RECREATION & WILDFIRE RESILIENCE**



**PREPARED FOR THE CALIFORNIA WILDFIRE  
AND FOREST RESILIENCE TASK FORCE  
DECEMBER 12, 2022**





# LAND ACKNOWLEDGEMENT

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California is home to some of the most beautiful and celebrated landscapes on Earth. More than 100 Native American tribes have stewarded and protected California's lands and waters from time immemorial through the present day. Often, places valued as recreation sites today hold significant cultural and ecological importance for Indigenous peoples. Acknowledging California as the homeland of Native American tribes is just a small step to take in the spirit of truth and healing. This Joint Strategy attempts to elevate California Native governments, communities, peoples, and priorities into the collective thinking about sustainable outdoor recreation, inclusive access to the outdoors, and wildfire resilience. Realizing the privilege of those who recreate outside, this Joint Strategy hopes to contribute to further discussions of appropriate and respectful public access to valued and significant places.



Birdwatching at the Stout Memorial Grove in Jedediah Smith Redwoods State Park, CA. Credit: John Chao, Redwood National and State Parks

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Thank you to the more than 130 representatives from federal, state, and local agencies, tribes, tribal entities, nongovernmental organizations, business interests, community groups, and stakeholders who participated in public input sessions or otherwise contributed to this plan.

This strategic plan is located on the California Wildfire & Forest Resilience Task Force website at:

**[www.wildfiretaskforce.org/about/action-areas/sustainable-accessible-recreation](http://www.wildfiretaskforce.org/about/action-areas/sustainable-accessible-recreation)**





# BACKGROUND





# THE CHALLENGE

## A STRATEGIC CHANGE IN CALIFORNIA'S APPROACH TO SUSTAINABLE OUTDOOR RECREATION AND WILDFIRE RESILIENCE

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California has faced an unprecedented wildfire crisis during the past decade that has resulted in billions of dollars in damage to local economies and infrastructure, including outdoor recreation facilities and trail systems across California. Moreover, climate change has dramatically increased the length and intensity of California's fire seasons. The 2020 fire season broke records: Five of California's six largest fires in modern history burned at the same time. More than 4 million acres burned across the state, doubling the previous record. The following year, 2021, saw some of the most severe megafires in history, including the Dixie Fire, which became the largest single wildfire in state history and the first wildfire to burn across the width of the Sierra Nevada mountain range.



In August 2020, the state of California and the U.S. Forest Service announced the historic Agreement for Shared Stewardship of California's Forest and Rangelands to improve the health of California's forests and rangelands and reduce wildfire risk across the state. The following January, the state released California's Wildfire and Forest Resilience Action Plan (Action Plan), which detailed specific actions to address the wildfire crisis, and convened the California Wildfire and Forest Resilience Task Force to implement the Action Plan.

The Mount Hough Trail System, near Quincy, CA, before and after the Dixie Fire in 2021. Credit: Ken Etzel



# CALIFORNIA'S WILDFIRE AND FOREST RESILIENCE ACTION PLAN

The Action Plan contains four goals and 99 specific actions to address the wildfire crisis across California. Goal 3 contains Key Actions 3.13 and 3.14, which address the relationship between forest health and sustainable outdoor recreation:

- **Key Action 3.13 – Update Statewide Comprehensive Outdoor Recreation Plan (SCORP):** In 2021, CNRA, in coordination with State Parks, will update the Statewide Comprehensive Outdoor Recreation Plan (SCORP). The SCORP will provide a comprehensive framework and investment strategy, emphasizing equitable access to underserved communities and rural recreation-dependent communities.
- **Key Action 3.14 – Develop Joint Strategy to Improve Access to Sustainable Recreation:** In accordance with the Shared Stewardship Agreement, the USFS will coordinate the development of a joint strategy to improve access to sustainable recreation.

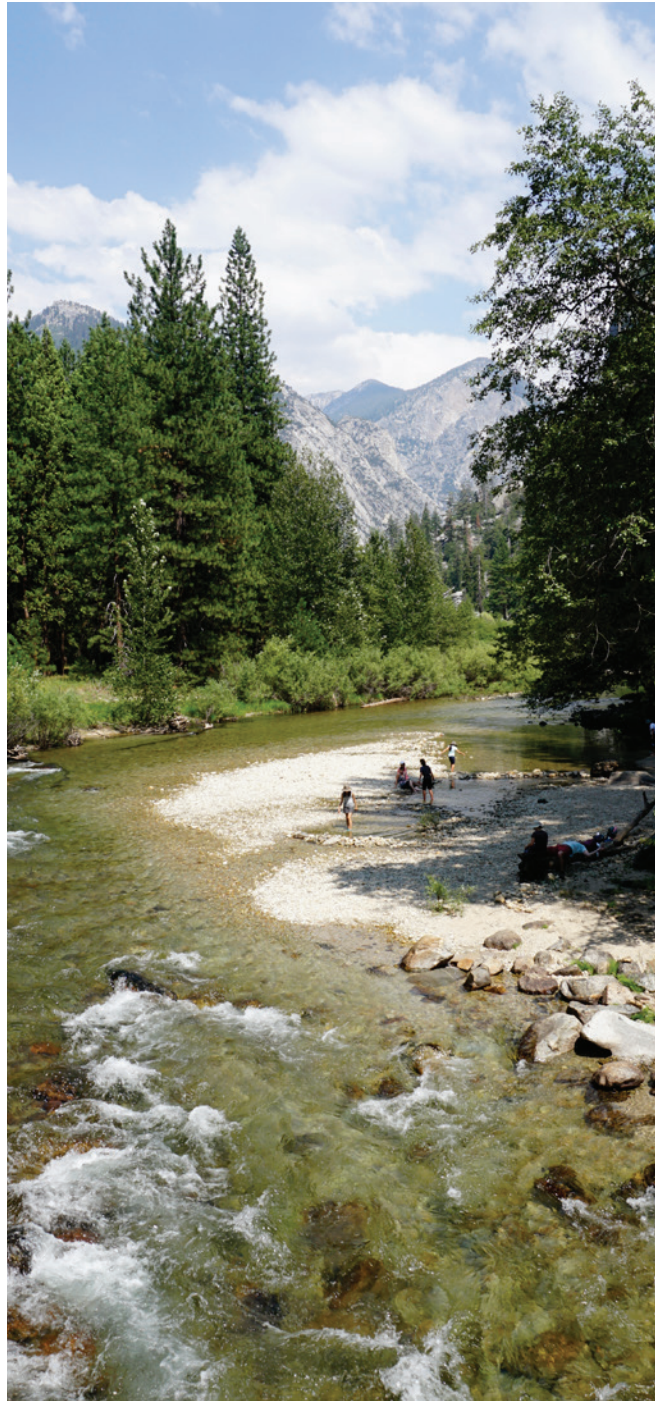
The California Wildfire and Forest Resilience Task Force assigned Key Actions 3.13 and 3.14 of the Action Plan to the Sustainable Recreation/CALREC Vision Key Working Group (Key Working Group). Key Action 3.13 was completed by the Key Working Group through consultations with the California Department of Parks and Recreation (State Parks). Please see additional discussion of Key Action 3.13 on page 13. Key Action 3.14 is the more immediate subject of this Joint Strategy document.



Firefighters and natural resource specialists apply a protective fire-shelter wrap to the General Sherman Tree in Sequoia National Park, CA, during the KNP Complex Fire in 2021. Credit: Elizabeth Wu, National Park Service

## THE CALIFORNIA WILDFIRE AND FOREST RESILIENCE ACTION PLAN WAS DEVELOPED RECOGNIZING THE FOLLOWING CONDITIONS:

- Climate change increases the frequency and severity of catastrophic wildfires.
- California's diverse landscapes and communities require regionally tailored strategies and actions.
- Resilience to catastrophic wildfires requires restoring the health of our forests and diverse landscapes across the state and strengthening wildfire preparation within our communities.
- Frequent, low-intensity fire can be a positive force in improving forest health and biodiversity and forested communities' safety.
- Strengthening the linkages between the ecological health of forests and the economic and social health of rural communities is needed.
- Strong partnerships among federal, state, local, and tribal entities and private organizations are needed to address the threat of wildfire.



Visitors enjoy California's Kings Canyon National Park.  
Credit: National Park Service



## THE KEY WORKING GROUP AND THE JOINT STRATEGY FOR SUSTAINABLE OUTDOOR RECREATION AND WILDFIRE RESILIENCE

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The Key Working Group developed the Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience (Joint Strategy) to provide a road map for improved access to sustainable outdoor recreation in an era when wildfires are having tremendous impacts on outdoor recreation opportunities throughout California. The Joint Strategy recognizes that our recreation system exists within a vast network of watersheds that stretches all the way from the headwaters in the mountains to the Pacific Ocean. Our recreation system is affected by wildfires and natural disasters in profound ways both upstream and downstream from where people recreate. The Key Working Group consisted of staff from federal and state agencies, regional and local agencies, industry, and nongovernmental organizations. The Mammoth Lakes Trails and Public Access Foundation (MLTPA) convened the Key Working Group. The Consensus and Collaboration Program of the College of Continuing Education at Sacramento State University provided facilitation. Climate Equity Solutions Inc. contributed drafting and editing services, under contract to MLTPA.



Children record observations on a clipboard at California's Channel Islands National Marine Sanctuary as part of the Ocean Guardian program.

Credit: Nick Zachar, National Oceanic and Atmospheric Administration

The Joint Strategy presents Goals and Key Actions that highlight the most important considerations for providing sustainable outdoor recreation opportunities that meet the needs of all Californians, including our most underserved and underrepresented communities, in this era of risk from wildfires. The Key Working Group engaged with tribes, experts, and stakeholders who have been affected by wildfires, smoke, and natural disasters, or who are actively engaged in providing sustainable outdoor recreation opportunities. These groups and individuals verified that the Joint Strategy sets timely, essential, and implementable goals. Participants in the Key Working Group generously shared their time, perspective, and advice on topics through a series of facilitated virtual meetings from November 2021 through November 2022.

# IMPLEMENTATION

The Key Working Group will seek to create a structure to guide the implementation of the Joint Strategy under the general auspices of the California Wildfire and Forest Resilience Task Force (Task Force). The Key Working Group intends to provide regular progress reports to the Task Force and establish a program of accountability for implementing the Joint Strategy.

The Goals and Key Actions of the Joint Strategy also aim to fully integrate outdoor recreation considerations and opportunities into federal, state, local, and partner programs of work already underway. Some actions call on specific groups to act, while others present opportunities for ground-up integration of outdoor recreation into wildfire risk reduction and recovery efforts. Many of the actions are already underway at all levels of government and in local communities. The Joint Strategy was inspired by these ongoing efforts and hopes to inspire other communities and all levels of government to continue progress on such efforts. Sustained realization of the Goals and Key Actions will require time, resources, and capacity investments from the USFS, the state of California, and their partners.



Mandy Beatty cuts a section of trail in the Mount Hough Trail System near Quincy, CA, with her dog, Scout, by her side. Credit: Ken Etzel

As with other Task Force working group strategies, the Joint Strategy will be incorporated and integrated into the Task Force's Million-Acre Strategy, which serves as the Task Force's primary implementation program for the four Task Force goals. Funding needs to be secured to support the Key Working Group's continued efforts to oversee implementation of the Joint Strategy including facilitation of Key Working Group meetings, coordination with lead implementing agencies and entities, preparation of regular progress updates, participation in Task Force meetings, and general guidance of implementation activities. It is anticipated that full implementation of the Joint Strategy's Goals and Key Actions will create a sustainable outdoor recreation system in California that is resilient to wildfire and natural disasters and will lead to additional key actions needed to equitably provide the diverse and accessible recreational opportunities desired by all Californians.



# CALIFORNIA WILDFIRE AND FOREST RESILIENCE ACTION PLAN KEY ACTION 3.13

Key Action 3.13 of California’s Wildfire and Forest Resilience Action Plan directs the California Natural Resources Agency (CNRA) and State Parks to update the Statewide Comprehensive Outdoor Recreation Plan in 2021. The SCORP provides a comprehensive framework and investment strategy, emphasizing equitable access to underserved communities and rural recreation-dependent communities.

The SCORP is a five-year plan that establishes grant priorities to address unmet needs for public outdoor recreation land throughout California. By completing an update to the SCORP every five years, California maintains eligibility for federal Land and Water Conservation Fund (LWCF) grants.

Due to a variety of factors, the release of the 2021–2025 SCORP occurred in early 2022, as the Key Working Group convened to begin its work on the development of the Joint Strategy. As a result of this timing, representatives from the Key Working Group were able to meet with staff from the California Department of Parks and Recreation to discuss opportunities to recommend priorities and help to inform the vision of the 2026–2030 SCORP update, set to begin in 2023. During these discussions, it was acknowledged that the next update to the SCORP might be enhanced to capture the broadened scope and landscapes of outdoor recreation in California.



Enjoying a meal while camping at Bothe-Napa Valley State Park, CA. Credit: courtesy of California State Parks, 2019

It is anticipated that key actions from the Joint Strategy may be integrated into the SCORP update process and that the SCORP may become a more comprehensive framework for the next five years of outdoor recreation development, planning, and management in California.





# GOALS & KEY ACTIONS





# INTRODUCTION

Californians today recreate outside more than ever before, finding experiences of a lifetime in California's protected lands and waters. Statewide demand for outdoor recreation opportunities exploded during the COVID-19 pandemic, resulting in pressure to maximize or expand federal, state, and local park systems. This recent surge in outdoor recreation has led land managers and stewardship groups to renew their focus on natural resource protection and wildfire risk reduction, while providing needed recreation opportunities.



Mountain biking before and after the Dixie Fire in 2021, near Quincy, CA. Credit: Ken Etzel

The purpose of this Joint Strategy is to provide the California Wildfire and Forest Resilience Task Force with a road map for how to protect and improve sustainable outdoor recreation assets and access in the context of wildfire and natural disaster planning and response. The audience of this Joint Strategy includes the U.S. Forest Service (USFS), the state of California, land managers, and the extended outdoor recreation community. This Joint Strategy emphasizes the fact that sustainable outdoor recreation opportunities must be high-quality and resilient to meet the needs of a diverse and growing population and changing climate.

The Joint Strategy satisfies Key Action 3.14 of the California Wildfire and Forest Resilience Action Plan: "Develop Joint Strategy to Improve Access to Sustainable Recreation." The Joint Strategy contains Goals and Key Actions that will:

- 1.** Strengthen our sustainable outdoor recreation system, forest health, and resilience
- 2.** Advance inclusion and access for all Californians
- 3.** Promote the health and safety of all Californians
- 4.** Support the local economies that enhance sustainable outdoor recreation

The Key Working Group developed a set of guiding principles to serve as a foundation for the Joint Strategy and to guide agencies, organizations, and communities tasked with implementing the Goals and Key Actions.



# GUIDING PRINCIPLES

The following guiding principles provide a foundation for all of the Goals and Key Actions of the Joint Strategy, ensuring that the Joint Strategy is achieved broadly and equitably across California.



*Two backpackers and a ranger look at a map at Cronan Ranch Regional Trails Park in Pilot Hill, CA. Credit: Bob Wick, Bureau of Land Management*

**Engage in Proactive Communication** – Communication is key to implementing the Joint Strategy effectively and comprehensively across California. Communication and engagement will occur at all levels, with a particular focus on ensuring that underserved and underrepresented communities, including multilingual communities, receive information and have opportunities to engage with implementation of the Joint Strategy in a timely manner and through channels that effectively reach their communities.

**Prioritize Community Recovery** – Implementation of the Joint Strategy will prioritize recovery for communities that have been impacted by wildfire. Multiple communities across California have been devastated by wildfire, and implementation of this Joint Strategy will support holistic recovery of the environmental, economic, and social elements of these communities.

**Utilize Cross-Sector Integration** – The intent of the Joint Strategy is to integrate efforts at all levels to address sustainable recreation and wildfire risk, including governmental organizations, the nonprofit and business sectors, and community organizations. Integrating the Key Actions in this plan with forest health and community-development work being done locally is the most effective way to achieve broad success.

**Emphasize Transparency** – Entities implementing Key Actions will be responsible for reporting on and communicating their work to the public and groups working on similar efforts across the state, using methods that ensure all interested parties are informed of their work.

**Engage in Partnerships and Collaboration** – Effective implementation of the Joint Strategy will require that Key Actions are implemented through ongoing and supported partnerships and collaborations between government, the nonprofit sector, business interests, and community-based organizations.

**Leverage Funds** – Adequate funding will be required to achieve full implementation of the Joint Strategy. Implementation will require significant commitments of resources and funding from federal, state, and local agencies, organizations, nonprofits, and business entities. In addition, all funding will be leveraged to the maximum extent to ensure that implementation occurs at a high level across California.

**Engage with Tribes and Indigenous Communities** – During implementation, agencies and organizations will engage with tribes and Indigenous communities to inform work on all Key Actions. Implementing agencies and organizations will work with tribes to incorporate traditional ecological knowledge (TEK) into outdoor recreation and forest health projects where appropriate.

**Engage with Underserved and Underrepresented Communities** – Engagement with underserved and underrepresented communities is critical to achieve diversity, equity, and inclusion in implementing the Joint Strategy. Agencies and organizations responsible for implementing Key Actions will conduct comprehensive outreach using community-specific outreach methods to ensure that affected communities are aware of, and have the opportunity to participate in and influence, the work being done under this Joint Strategy.

**Use the Best Available Science and Information** – Agencies and organizations responsible for implementation of the Joint Strategy are committed to using the best available science and information and sharing the results of their work within peer learning networks.

**Prioritize Equity and Inclusivity** – Ensuring equity and inclusion is paramount to all participants in this Joint Strategy. All agencies and organizations implementing Key Actions are committed to equity and inclusion and will engage locally and across the state to ensure that all peoples are considered during implementation of Key Actions.

**Promote Wildfire and Natural Disaster Resiliency** – Resilience to wildfires and natural disasters is a primary purpose of this Joint Strategy. All Key Actions are focused on ensuring that California and its residents are prepared for wildfire and natural disaster events and have the resources to achieve long-term resiliency, especially in light of climate change.





# **GOAL 1:**

**Integrate Forest Health and  
Sustainable Outdoor Recreation**





# INTEGRATE FOREST HEALTH AND SUSTAINABLE OUTDOOR RECREATION

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Our aim is to promote forest health and resiliency alongside sustainable outdoor recreation for all throughout California. We recognize that forest health and outdoor recreation mutually depend on one another and that our management of them needs to be integrated. This goal promotes public access and enjoyment of our forests and public lands and all the benefits that come with that while at the same time addressing the impacts and mitigating factors of outdoor recreation from catastrophic wildfires and climate effects. By ensuring healthy lands and waters, outdoor recreation users feel connected to nature in places and communities that are socially, economically, and environmentally rich and resilient.



*A hiker looks at smoke from the 2021 Caldor Fire in the distance. Credit: James Townsend*

## GOAL 1:

Integrate the provision of high-quality, sustainable outdoor recreation opportunities with forest health and resilience and wildfire and climate mitigation efforts so that all people can connect to the benefits and wonders of the natural world.

## KEY ACTIONS

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1. **Maintain Public Access as the Climate Changes:** Develop climate-smart best practices toolkits and resources to be used by land-management organizations for programs and projects associated with forest and wildland health, vegetation management, transportation, and visitor use that enhance public access to outdoor recreation on public lands and waters as the climate changes.
2. **Develop Educational Materials Targeted at Reducing the Human Causes of Ignition:** Create and distribute educational materials in multiple languages targeting human causes of ignition of wildfires.
3. **Develop Integrated Communications Systems:** Establish integrated and standardized communication systems to provide consistent information to the public about forest health projects, and wildfires and other natural disasters, across jurisdictional boundaries and among federal, state, regional, and local organizations. Partner with Destination Management Organizations (DMOs), chambers of commerce, fire safe councils, cultural groups, outdoor recreation and stewardship groups, and local media to communicate in multiple languages and with digital media about closures, restrictions, smoke, and alternative facilities.
4. **Incorporate Sustainable Outdoor Recreation into the State Department of Conservation's Regional Forest Fire Capacity (RFFC) Program:** Incorporate the Key Actions from California's Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience into the RFFC Program, Regional Forums, and Regional Priority Plans being developed by RFFC Program Regional Block Grantees.
5. **Add Public Education to Forest Health Projects:** Forest health projects on public lands under state and federal funding programs will include a component to educate the public about the project's purpose, techniques, and impact on outdoor recreation opportunities. Education efforts will serve to promote public safety, minimize impacts to recreation user groups, and develop public support for the value of forest health projects, including prescribed fire.



## GOAL 1: Integrate Forest Health and Sustainable Outdoor Recreation

6. **Strengthen Partnerships Between Resource Conservation Districts or Other Appropriate Partners and Land Managers:** Where feasible, recreation land managers will enter into partnerships with Resource Conservation Districts and other appropriate land-management partner entities or authorities to support work including design, permitting, and construction for outdoor recreation facilities and trails and fuel reduction around communities (including fencing, water sources, etc.).
7. **Implement Multi-Benefit Projects in or Adjacent to the Wildland Urban Interface:** Implement projects in or adjacent to Wildland Urban Interface (WUI) areas that have joint wildfire risk reduction and outdoor recreation benefits, such as trails and campgrounds that can be used during fires as personnel and equipment staging areas. Where appropriate, conduct thinning, prescribed burns, and vegetation clearing around outdoor recreation infrastructure to make it more resilient to wildfire and to create defensible space for fire suppression. Within these project areas, create demonstration and interpretive areas incorporating TEK practices where people can recreate and learn about the benefits of prescribed fire and vegetation management.
8. **Design and Build Outdoor Recreation Infrastructure That Is Resilient to Climate Change and Wildfire:** Consider nature-based solutions to address climate change and wildfire risk considerations when designing, constructing, maintaining, and renovating outdoor recreation facilities. Where appropriate, relocate facilities away from floodplains, landslide areas, avalanche paths, or high-risk fire areas. Install multilingual signage identifying emergency egress and shelter-in-place protocols, and, where needed, develop additional access and evacuation points. Design and harden roads, trails, bridges, and outdoor recreation infrastructure to be fire resistant and resilient to natural disasters. When available, cross-train fire crews in sustainable trail construction to help in recovery of trails post-fire.
9. **Establish Permanent Fuel Breaks Proximate to Recreation Trails:** Where feasible and appropriate, develop permanent fuel breaks that cut across jurisdictional boundaries along or adjacent to recreation trails and infrastructure to achieve multiple wildfire risk reduction and response benefits. Locate fuel breaks near trails to provide access for prescribed fires and fire suppression. In wilderness areas, consider non-permanent fuel breaks to protect resources.
10. **Use Data to Prioritize Wildfire Risk Reduction Treatments in Outdoor Recreation Areas:** Assess community and outdoor recreation asset vulnerability through the use of data developed by the Task Force, such as Planscape, and the Key Working Group (California Recreation Opportunities GIS Map) to develop priorities for treatment around outdoor recreation areas based on likelihood of ignition and vulnerability to the impact of wildfire. In particular, focus prioritization of treatments adjacent to campgrounds, trails, and trailheads.





## GOAL 1: Integrate Forest Health and Sustainable Outdoor Recreation

11. **Create Wildfire Evacuation Plans for At-Risk Outdoor Recreation Areas:** In coordination with local government and using specific evacuation planning tools (e.g., Zonehaven and CAL FIRE's Evacuation Guide), outdoor recreation providers including park agencies, private resorts, and other entities will create, regularly update, and implement and maintain evacuation plans that identify assets and areas most at risk, and safe evacuation routes and staging areas for shelter-in-place.
12. **Create California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) Programmatic Exemptions/Exclusions for Recreation Trails Located Within Treatment Areas:** Create Categorical Exclusion(s) under NEPA, and Categorical Exemption(s) under CEQA, for recreation trails located within treatment areas that have already undergone previous environmental review.



John Rice, general manager of California's Sierra-at-Tahoe Resort, looks out from a burnt lift shack at ski runs burned by the Caldor Fire in 2021.

Credit: Katie Hunter, Sierra-at-Tahoe Resort



Leadership from the U.S. Forest Service, Sierra Nevada Conservancy, and CAL FIRE discuss the effect of vegetation treatment on burn severity during the Caldor Fire in 2021. Credit: John Wentworth



A photograph of a forest path. The path is made of dirt and wooden planks, winding through a dense forest. Large, moss-covered tree trunks are visible on the left, and lush green ferns and undergrowth line the path. The scene is illuminated by soft, natural light filtering through the canopy.

# GOAL 2:

**Advance Inclusion and Access  
For All Throughout California**





# ADVANCE INCLUSION AND ACCESS FOR ALL THROUGHOUT CALIFORNIA

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California and its partners must build upon and expand an inclusionary culture of sustainable outdoor recreation, promoting equitable access across California's public lands and waters that reflects the diversity of all peoples and the legacy of our Native American history, culture, and use. Inspired by the California Natural Resources Agency's Outdoors for All initiative, our work will strive to address long-standing environmental, social, and economic inequities in our society that have resulted in physical and societal barriers to outdoor recreation access for underserved and underrepresented residents. Improvements to outdoor recreation access, including planning, programming, and infrastructure, will be co-created with communities, forest health, and wildfire response partners and designed around community values to be resilient to increasingly frequent wildfires and natural disasters. Advancing equitable access will require a high level of engagement with underserved and underrepresented populations to prioritize and implement integrated outdoor recreation access and wildfire risk reduction, resiliency, and recovery actions that provide respite for these communities year-round and especially during times of disaster.



*Posing on a bridge along the Trillium Falls Trail in Redwood National and State Parks, CA. Credit: John Chao, Redwood National and State Parks*

## GOAL 2:

Plan for and provide a diversity of outdoor recreation opportunities to foster inclusive and equitable access for all Californians.

### KEY ACTIONS

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1. **Create Statewide School Programming:** Federal, state, and local agencies will engage and collaborate with the California Department of Education to develop place-based virtual and in-person programming that educates students about the value of outdoor recreation and natural resources, including topics such as Traditional Ecological Knowledge, responsible recreation, fire-prone landscapes, safety, and how to participate in stewardship projects.
2. **Create Interpretive, Historical, and Stewardship Educational Opportunities at Key Recreation Facilities:** Where feasible, create interpretive, historical, and stewardship education to educate the public at key outdoor recreation facilities across the state.
3. **Minimize Impact of Wildfire-Related Area and Facility Closures to Public Access and Recreational Use:** Target outdoor recreation site and area closures to the minimum area and time periods deemed appropriate to mitigate threats and minimize impact to the recreating public and commercial providers. Land managers should engage with relevant public and commercial recreation interests and DMOs on reopening plans, with a particular focus on addressing access concerns of underserved and underrepresented communities.
4. **Engage with Local Communities During Post-Fire Recovery Planning to Expedite the Resumption of Outdoor Recreation Access:** After fires, coordinate and engage with local communities on post-fire recovery plans, including activities aimed at expediting the return of public access. Within burned areas, prioritize forest health, hazard tree and vegetation removal near trails, slope stabilization around trails, and restoration of park and outdoor recreation facilities lost in wildfires. Where appropriate, utilize local workers, volunteers, conservation corps, or tribal capacity such as the Tiüvac'a'ai Tribal Conservation Corps to assist in post-fire restoration of outdoor recreation infrastructure and trails.
5. **Explore Creating an Online Outdoor Recreation Opportunities Resource:** Explore creating a one-stop online outdoor recreation resource for visitors to research local, regional, and state recreation opportunities based on interest and location. The online resource may contain information on how to prepare for visits to outdoor recreation areas, including information on responsible recreation, how to obtain permits, and what recreational uses are allowed. The resource may also serve as a multilingual communication tool to identify outdoor recreation facilities that are closed due to natural



## GOAL 2: Advance Inclusion and Access For All Throughout California

disasters or emergencies. Where possible, coordinate with existing information platforms that provide similar services. Alternatively, agencies may maintain a multi-jurisdictional, centralized map of outdoor recreation assets (campgrounds, trailheads, etc.) and link out to existing agency platforms for additional information from the land-management agency.

6. **Conduct a Multi-Agency Social Science Survey to Gauge the Current Needs of Outdoor Recreation Users:** State and federal land-management agencies will develop a simple methodology and conduct a joint statewide survey to identify current and emerging use and demand, barriers to outdoor access, and the desired critical outdoor recreation needs and uses of our communities, with a particular emphasis on underserved and underrepresented communities. The survey will be shared broadly with California's public-land managers and private outdoor recreation lands operators at all scales well in advance of survey implementation to encourage broad data collection across California's lands and communities. The survey will be designed to be repeatable over time and at different geographic scales.
7. **Develop Outdoor Recreation Infrastructure Across the State That Provides for a Diversity of Recreation Experiences:** Where a local community has identified a need for more outdoor recreation opportunities and uses, land-management agencies will look to collaborate and partner with the local community (counties, cities, towns, special districts) to plan for, fund, build, and maintain climate-resilient outdoor recreation infrastructure, facilities, and trail systems that will increase the diversity of recreation opportunities in that local community.





# GOAL 3:

**Promote The Health and Well-Being of All Californians Through Outdoor Recreation**





# PROMOTE THE HEALTH AND WELL-BEING OF ALL CALIFORNIANS THROUGH OUTDOOR RECREATION

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California and its partners are committed to providing outdoor recreation opportunities that nurture the mental, physical, spiritual, and emotional health and safety of all people while protecting our natural resources. Wildfires and other natural disasters can impede access to outdoor recreation at a time when people need it most for their well-being. To address this need for outdoor recreation opportunities before, during, and after natural disasters, we will communicate proactively with residents and visitors to promote the healthy enjoyment of outdoor recreation, inform people of where facilities are available, and apprise people of how to avoid smoke exposure and other risk factors. We will prioritize the development of resilient recreation opportunities that can function as alternative sites when other facilities are closed or inaccessible. The development of safe places to recreate is vitally important in ensuring safe access for all.



*Children play in the snow near California's Sierra-at-Tahoe. Credit: Brian Walker, Sierra-at-Tahoe*

### GOAL 3:

Provide health information, training, and alternative recreation opportunities that promote the health and well-being of all peoples, with consideration of people's needs before, during, and after wildfires and other natural disasters.

### KEY ACTIONS

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1. **Improve Air Quality Advisory Communication:** Refine existing air quality communication tools, such as the California Smoke Spotter Application (app) and EPA AirNow, so that more users are aware of the tools, information is available in multiple languages, and users are advised of preventative measures to reduce their exposure. Focus the awareness campaign and information on those who are more likely to be exposed to air quality impacts including smoke, such as outdoor recreation workers.



*Smoke from the Woolsey Fire in 2018, seen from Topanga, CA. Credit: Peter Buschmann, U.S. Forest Service*

2. **Train First Responders, Community Planners, and Outdoor Recreation Staff in Mental Health First Aid and Utilize Medical Reserve Corps and Similar Volunteer Groups to Provide Psychological Support During Disasters:** Create a state program to train all first responders, community planners, and outdoor recreation field staff in mental health first aid to support communities during and after wildfires and other natural disasters. Share models and best practices for how to utilize medically trained volunteers to provide psychological support during and after disasters.
3. **Build Partnerships Between the Health and Outdoor Recreation Sectors:** Pursue the environmental elements of the Health in All Policies approaches of the California Department of Public Health and the Centers for Disease Control and Prevention by creating and maintaining partnerships



between public health entities and the outdoor recreation sector. Partnerships will identify and seek to implement projects with co-benefits for health and outdoor recreation, such as prescriptions to spend time outdoors, smoke safety and extreme heat guidance, community-based planning of desirable park features and programs, or research to document the beneficial health impacts of local outdoor recreation projects. Partnerships will share best practices and lessons learned with public health and outdoor recreation professional forums.

4. **Increase Opportunities for Indoor Recreation:** Develop public, multi-use indoor recreation spaces that can offer recreation when smoke and wildfire affect the safety of outdoor recreation. These spaces can also be used as information hubs, libraries, cooling centers, Local Assistance Centers, shelters, or staging areas during emergencies.



Kayaking in an indoor pool can serve as a recreation opportunity during wildfire smoke events. Credit: County of Los Angeles Department of Parks and Recreation





## GOAL 4:

**Support Economies That Enhance  
Sustainable Outdoor Recreation**



# SUPPORT ECONOMIES THAT ENHANCE SUSTAINABLE OUTDOOR RECREATION

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Communities and their sustainable outdoor recreation economies enhance the physical, social, and economic vitality of California and, by nature of their dependence on public lands and waters, often play a critical role in ensuring that public lands and waters are maintained and resilient to climate change and wildfires. These communities are well positioned to provide safe, equitable, and inclusive access to outdoor recreation opportunities. Direct recreation spending, jobs, and tourism revenue contribute prominently to these forest and gateway communities. As has been increasingly demonstrated during the past decade, climate change and massive wildfires are having a devastating impact on our communities and their recreation economies. While wildfire risk reduction is key, more should be done to ensure that our recreation-based communities can respond and recover after wildfires and other natural disasters to support community resilience, economic vitality, and local jobs.



*Downtown Mariposa, CA, in close proximity to Yosemite National Park. Credit: Sylvia Matzkowiak, courtesy of the Yosemite Mariposa County Tourism Bureau*

## GOAL 4:

Foster and support robust and diversified economies that enhance sustainable outdoor recreation while investing in the resilience necessary to withstand the impact of climate change, wildfires, and other disasters.

## KEY ACTIONS

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1. **Build Sustainable Outdoor-Recreation-Based Economies:** Engage the regions of the state's Community Economic Resilience Fund (CERF), the Department of Conservation's Regional Forest and Fire Capacity (RFFC) Program, and other relevant programs to help communities transition to or enhance sustainable outdoor-recreation-based economies. Develop programs, projects, and stewardship opportunities to connect communities through recreation infrastructure and trail systems. Support the establishment of workforces for resource management, conservation, and outdoor recreation that support the economies of local connected communities.
2. **Support Fundamental Community Infrastructure:** Support planning and implementation of the fundamental infrastructure and services needed for outdoor-recreation-based economies, such as resilient and affordable housing and multi-modal transportation systems. Planning efforts may include regional baseline economic assessments to describe the businesses, industries, and workforce involved in outdoor recreation activities, and identify the strengths and deficiencies of outdoor recreation economies for rural development.
3. **Engage Communities Regarding Emergency Response and Land-Management Planning:** Engage chambers of commerce, fire safe councils, DMOs, counties, special districts, and cities and towns with land managers in emergency response planning and the creation of Community Wildfire Protection Plans. Engage with outdoor recreation groups to identify outdoor recreation assets and integrate them into emergency plans to increase the likelihood that these facilities will be protected and/or restored during a wildfire event. When possible, pre-plan roles and partnerships for communication and essential services for emergency responders (staging areas, food, lodging, etc.) that can be readily activated during disasters. Provide these plans to federal and state emergency responders during and post-fire.
4. **Create Post-Fire Educational and Marketing Materials:** Create and distribute multilingual educational materials and destination guides to encourage residents and visitors to return to outdoor recreation when it is safe. These materials will advise recreationists on allowable and responsible recreation activities and locations during active wildfire restoration and recovery. In addition, the materials will provide interpretive information on fire-adaptive ecosystems to educate the public on the impacts of fire.





#### GOAL 4: Support Economies That Enhance Sustainable Recreation

5. **Provide Technical Assistance to Local Businesses:** To help navigate and access disaster assistance programs, provide technical assistance to local businesses following wildfire and other natural disasters in rural and low-income outdoor recreation economies.
6. **Conduct Post-Fire Economic Studies:** Conduct economic studies in communities that have experienced wildfire, including analyses of lost revenue and tourism-related income based on data gathered before, during, and after wildfire events.
7. **Develop Post-Fire Insurance Program for the Outdoor Recreation Economy:** Include outdoor-recreation-based businesses and events in the development and administration of post-wildfire insurance programs that are both attainable and affordable.
8. **Evaluate Existing Telecommunications Infrastructure and Perform Upgrades:** Conduct a review of existing telecommunications infrastructure on public lands and prioritize upgrades and/or replacements to ensure that communications in affected communities remain active and accessible during a wildfire.



UTVs compete at the King of Hammers event in California's Johnson Valley OHV Area. ATVing and recreational motorcycling generated \$8 billion in GDP nationally in 2021, according to the Bureau of Economic Analysis. Credit: Bureau of Land Management





# POLICY & CONTEXT



## STATE & FEDERAL POLICIES



The Annual Pheasant Hunt at the Sacramento River Bend Outstanding Natural Area, CA, where youth and women can learn safe hunting techniques and traditional practices. Credit: Eric Coulter, Bureau of Land Management



Fisheries and recreation employees teach local third-graders to fish on Kids Fishing Day at Shasta Lake, CA. Credit: U.S. Forest Service

The following section describes the state and federal policies that authorized, inspired, and guided the creation of this Joint Strategy.

In 2018, the Governor's California Forest Management Task Force, comprising key agencies, stakeholders, and partners, was established to introduce a more holistic, integrated approach toward effective forest management. The California Forest Management Task Force's purpose was to develop a framework for establishing healthy and resilient forests that can withstand and adapt to wildfire, drought, and a changing climate.

In 2020, the state of California and the U.S. Forest Service Pacific Southwest Region entered into the Agreement for Shared Stewardship of California's Forest and Rangelands (Shared Stewardship Agreement). The California Forest Management Task Force, since renamed the California Wildfire and Forest Resilience Task Force (Task Force), released the California Wildfire and Forest Resilience Action Plan (Action Plan) in 2021 to serve as a road map for implementing the Shared Stewardship Agreement and for aligning the state's efforts with other federal, regional, local, tribal, and private organizations. The reconstituted Task Force convened in the spring of 2021 to develop strategies to implement the Action Plan.

Also in 2020, the Mammoth Lakes Trails and Public Access Foundation (MLTPA) convened an advisory committee of governmental and nongovernmental organizations (including the state of California and the U.S. Forest Service) to develop objectives for sustainable outdoor recreation as part of the white paper CALREC Vision: Cross-Jurisdictional Collaboration to Advance Sustainable Outdoor Recreation in California, which was published in January 2021. The map later in this section shows MLTPA's analysis of outdoor recreation lands identified by land-management agency throughout the state.

In 2022, the Pacific Southwest Region of the U.S. Forest Service named "Visitor Experiences and Public Access" as one of three strategic priorities. The Pacific Southwest Region aims to "[ensure] that all those who set foot on National Forest System lands feel welcomed and have broad opportunities to recreate in sustainable ways."

Within both the Shared Stewardship Agreement and the Action Plan, there are action items that describe the need to integrate sustainable outdoor recreation and enhanced access to recreation resources into forest resilience and wildfire planning efforts across California. To address this need, the Task Force tapped the USFS, the state of California, and MLTPA to form the Sustainable Recreation/CALREC Vision Leadership Team. The Leadership Team subsequently convened and facilitated the Sustainable Recreation/CALREC Vision Key Working Group to begin work on these action items.

Consistent with Action 7 of the Shared Stewardship Agreement, the Key Working Group has worked under Goal 3 of the Action Plan ("Manage Forests to Achieve the State's Economic and Environmental Goals"), specifically focusing on Key Actions 3.13 and 3.14. These Key Actions are as follows:

**Key Action 3.13** – Update Statewide Comprehensive Outdoor Recreation Plan (SCORP): In 2021, CNRA, in coordination with State Parks, will update the Statewide Comprehensive Outdoor Recreation Plan (SCORP). The SCORP will provide a comprehensive framework and investment strategy, emphasizing equitable access to underserved communities and rural recreation-dependent communities.

**Key Action 3.14** – Develop Joint Strategy to Improve Access to Sustainable Recreation: In accordance with the Shared Stewardship Agreement, the USFS will coordinate the development of a joint strategy to improve access to sustainable recreation.





“Land-management agencies and their outdoor recreation partners work with the knowledge that increased resource impacts, uncertain public funding, and rising recreation demand are becoming ‘the new normal’ for California. With this in mind, collaboration by willing partners across jurisdictions to achieve the environmental, economic, and social benefits of sustainable outdoor recreation in California is essential.”

- CALREC Vision: Cross-Jurisdictional Collaboration to Advance Sustainable Outdoor Recreation in California” MLTPA, 2020



Outdoor recreation lands in California per federal and state land-management and relevant state agencies. Credit: “CALREC Vision: Cross-Jurisdictional Collaboration to Advance Sustainable Outdoor Recreation in California” MLTPA, 2020



# SUPPORTING DOCUMENTS AND POLICIES

While not exhaustive, the following documents, along with brief summaries of each, were identified by the Leadership Team as foundational to the Joint Strategy.

**Agreement for Shared Stewardship of California’s Forest and Rangelands between the State of California and the USDA, Forest Service Pacific Southwest Region (2020, page 7)** In Action 7 of the Shared Stewardship Agreement, the state and USFS commit to improving access to sustainable recreation by fostering opportunities that better serve California’s diverse populations.

**CALREC Vision: Cross-Jurisdictional Collaboration to Advance Sustainable Outdoor Recreation in California (MLTPA, 2021)** The CALREC Vision white paper emphasizes the importance of developing a common vision for sustainable outdoor recreation among multi-jurisdictional partners through cross-jurisdictional collaboration. Local, state, and federal agencies have the opportunity to coordinate goals, resources, and messaging around sustainable outdoor recreation to reduce operational inefficiencies and benefit the public.



Before and after photos of an outdoor amphitheater at California’s Big Basin Redwoods State Park, which burned during the CZU Complex Fire in 2020.

Before photo credit: Allie Caulfield. After photo credit: Cal OES



**Executive Department, State of California, Executive Order N-82-20 (2020, pages 2–3)** This executive order, signed in 2020, directs the California Natural Resources Agency and other relevant state agencies to develop methods to conserve 30% of state lands and waters by 2030 while expanding equitable outdoor access and recreation for all Californians. The order directs state agencies to engage with diverse recreation communities, establish the Biodiversity Collaborative, support efforts to conserve 30% of the state’s land and coastal waters by 2030, and expand equitable access and recreation for all Californians.

**U.S. Forest Service, USDA, Connecting People with America’s Great Outdoors: A Framework for Sustainable Recreation (2010)** The Framework outlines the opportunities and challenges in providing sustainable outdoor recreation opportunities for the public. The USFS sets goals of: (a) offering diverse outdoor recreation opportunities in partnership with local communities and providers, (b) protecting natural, cultural, and scenic resources, and (c) strengthening sound and sustainable processes. The Framework provides guiding principles that connect people with natural and cultural heritage, promote a healthy lifestyle, embody sustainability in all programs, prioritize community engagement, recognize National Forests and Grasslands as part of a larger interconnected landscape that includes communities, and integrate recreation into the larger agency mission.

**Conserving and Restoring America the Beautiful (2021)** This report responds to the 2021 Executive Order 14008, Tackling the Climate Crisis at Home and Abroad, recommending steps that the United States should take in partnership to achieve the goal of conserving at least 30% of lands and waters by 2030. The report recommends conserving lands and waters for the benefit of all people and expanding access to sustainable outdoor recreation.



Enjoying redwood trees at Big Basin Redwoods State Park, CA. Credit: Allie Caulfield

## CURRENT TRENDS & NEEDS

Outdoor recreation connects people with nature while improving their overall health and quality of life. Following years of steady increases in the number of outdoor recreationists, COVID-19 pandemic shutdowns resulted in a surge of outdoor recreational use of public lands and waters. The increased demand for outdoor recreation benefits local economies that depend on recreation for jobs, economic output, sense of place, and quality of life. However, the increased number of outdoor recreationists necessitates more resources for user support, natural resource management, and wildfire risk reduction. The following section summarizes findings of recent studies that focus on trends in outdoor recreation and its social, economic, and environmental effects on communities.

## OUTDOOR RECREATION PARTICIPATION

Demand for outdoor recreation is at an all-time high. As of 2021, approximately half of all adults across the United States participate in outdoor recreation on at least a monthly basis. About 20% of participants may be new to outdoor recreation since the start of the pandemic (Taff et al., 2021). The number of outdoor recreationists is expected to hold steady in the near term, as people who tried outdoor recreation for the first time in 2020 have continued to participate in 2021 (Outdoor Foundation, 2022). In national surveys, nine in 10 people express support for outdoor recreation and local parks, agreeing that outdoor recreation access is a very important factor when choosing a place to live and that outdoor recreation is an important service provided by their local government (National Recreation and Park Association, 2022).



*Admiring wildflowers along California's Pacific Crest National Scenic Trail.*

*Credit: Bob Wick, Bureau of Land Management*

Wildfires can have a range of effects on participation in outdoor recreation activities, depending on the location and severity of the fire and smoke. Recreationists may avoid areas with active fires, instead choosing to visit nearby areas with lower wildfire and smoke impacts. However, some people may visit areas that have experienced recent low-severity fires or prescribed burns, perhaps out of habit or curiosity (Miller et al., 2022). Popular recreation areas can experience the return of near-typical demand for recreation soon after a wildfire (White et al., 2020). The cross-jurisdictional nature of wildfire, along with increasing demand for outdoor recreation, emphasizes the need for collaborative adaptation and management strategies such as those outlined in the Key Actions of this Joint Strategy.



# OUTDOOR RECREATION AND THE ECONOMY

Outdoor recreation provides significant benefits to California's economy. According to the Bureau of Economic Analysis, outdoor recreation provided \$54.7 billion to California's gross domestic product (GDP) in 2021, making California the state with the largest outdoor recreation economy in the nation. In addition, California ranked first in the nation for outdoor recreation jobs and compensation in 2021, with 517,238 jobs and \$28.3 billion in compensation (Bureau of Economic Analysis, U.S. Department of Commerce, 2022). Outdoor recreation in the USFS Pacific Southwest Region provided people with \$1.8 billion in well-being value (adapted from Rosenberger et al., 2017).



*The Woolsey Fire burns near the coast in 2018 in Los Angeles and Ventura counties, prompting smoke advisories in Los Angeles, Ventura, Orange, Riverside, and San Bernardino counties. Credit: Peter Buschmann, U.S. Forest Service*

Outdoor recreation businesses and amenities have a positive effect on rural economies. Research shows that rural counties with outdoor recreation amenities have gained population, while those without recreation amenities have lost population (Headwaters Economics, 2019). Outdoor recreation often bolsters entire economies of rural places by attracting entrepreneurs, new businesses, health care professionals, construction workers, and retail employees (Headwaters Economics, 2018).

Despite the economic benefits of recreation across California, including the rapid rise in recreation use that has benefitted the state's overall economy, there are many communities affected by wildfires that have yet to recover economically to pre-fire recreation levels. While there is sparse data in California regarding the economic impact of wildfires on these communities, a 2019 study in Utah estimated that wildfires caused \$2.7 to \$4.5 million in regional economic loss from visitation per year at national parks in Utah. The losses were greatest in rural, tourism-dependent counties (Kim & Jakus, 2019). California gateway community economies may be similarly affected by wildfires. The need to quantify the economic impacts of wildfires on communities in California is identified as a Key Action in this Joint Strategy.

# OUTDOOR RECREATION AND ATTITUDES TOWARD THE ENVIRONMENT

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Children and adults who spend more time outside feel more connected to nature and demonstrate greater pro-environmental attitudes and behaviors (DeVillie et al., 2021). More specifically, people who engage in nature-based outdoor recreation activities report greater recognition of the threat of climate change and greater support for climate policies (Knight & Hao, 2022). Thus, access to sustainable outdoor recreation, and to places and programs to connect with nature, are critical to promoting concern for environmental resilience in the face of climate change and other human-related environmental stressors. Outdoor recreation is a primary setting where people can foster a love of the environment and a desire to protect it.



*Planting seedlings on the beach at California's Monterey Bay National Marine Sanctuary. Credit: Nick Zachar, National Oceanic and Atmospheric Administration*

However, outdoor recreation can pose wildfire risks. From 1992 to 2012, humans ignited the majority of wildfires in the state, creating more fires, extending the length of the typical fire season, and burning more acres than naturally occurring fires (Balch et al., 2017). While it is not known how many of these wildfires were recreation related, the need to create a system of sustainable recreation that mitigates the increasing risk of wildfires has never been more apparent.



# CASE STUDIES





# CASE STUDIES

## SIERRA BUTTES TRAIL STEWARDSHIP: CONNECTED COMMUNITIES

The goal of Sierra Buttes Trail Stewardship is to revitalize the communities of the Lost Sierra by building and maintaining a trail system that connects the communities to each other.

The economy of the Lost Sierra region was built over the last century around mining and logging operations in Plumas, Sierra, Butte, Lassen, and Nevada counties. With those industries largely gone from the region, Greg Williams, executive director of Sierra Buttes Trail Stewardship, recognized the opportunity to create a resilient recreation and tourism economy by restoring and adding to historic mining and logging routes to form a sustainable trail system. In 2003, Williams founded Sierra Buttes Trail Stewardship, a 501(c)(3) nonprofit with the mission of developing and maintaining trails, creating sustainable-wage local jobs, and providing community members and visitors with access to world-class sustainable outdoor recreation.

Sierra Buttes Trail Stewardship's current focus is the Connected Communities Project, which includes the Lost Sierra Route proposal, a 600-mile multi-use trail network linking 15 mountain community downtowns with the surrounding public lands. This ambitious trail planning and construction effort is taking place across California's Plumas, Sierra, Butte, Lassen, and Nevada counties, as well as Washoe County in Nevada. To date, the organization has succeeded in building 125 miles of new trails and maintaining an additional 1,600 miles of existing trails. Sierra Buttes Trail Stewardship employed 72 people in 2021 and has contributed 102,993 trail volunteer hours in total, mostly on federal public land. Their success would not be possible without robust partnerships with the Tahoe, Plumas, Humboldt-Toiyabe, and Lassen national forests and all of the counties, cities, and citizen-led nongovernmental groups in the region.

On July 13, 2021, the Dixie Fire broke out, tearing through Butte, Plumas, Lassen, Shasta, and Tehama counties over 103 days. The fire grew to be the second largest wildfire in California history, at nearly 1 million acres. By the time it was contained, the Dixie Fire had destroyed the town of Greenville and burned two-thirds of the national forestland in the Lost Sierra.



Since the fire, Sierra Buttes Trail Stewardship has seen its role in the region as providing the reason people will want to stay in, rebuild, and visit the communities of the Lost Sierra. The organization is back at work restoring and building trails and hosting festivals for residents and visitors. They realized that the trails they build may help reduce the risk of future catastrophic wildfire by serving as fire breaks and access points for vegetation management. Sustainable outdoor recreation will be the keystone in the recovery of these communities. Sierra Buttes Trail Stewardship is leading the way.

Learn more about Sierra Buttes Trail Stewardship at [sierratrails.org](https://sierratrails.org)

## FIRE FOUNDRY

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The FIRE Foundry's mission is to recruit, train, and deploy a local firefighting and civic service workforce that increases diversity, equity, inclusion, and belonging in the fire prevention and firefighting field in Marin County. Launched in 2022, the FIRE Foundry applies a learning-while-earning model that allows participants to explore career interests, learn from a tailored college curriculum, and apply emerging fire technologies while providing financial stability for its participants. FIRE Foundry crews train in firefighting, fire prevention, and vegetation management in the Wildland Urban Interface (WUI) areas of Marin County. Their work protects open spaces, parklands, recreation facilities, water supply and energy infrastructure, homes, and businesses.

The FIRE Foundry is a collaboration between community colleges, leading universities, community organizations, and Marin County Fire to tackle the fundamental challenges of developing a diverse workforce that will work to protect communities from catastrophic wildfire and conserve the environment. The FIRE Foundry collaborates with community partners to recruit young adults from underserved communities and backgrounds traditionally underrepresented in fire-related careers.

The FIRE Foundry offers sustainable wages and wraparound services to participants, including childcare, mental health and wellness support, food, housing, mentorship, peer-to-peer community engagement, and coaching. These wraparound services are incorporated to ensure that systemic barriers are not a factor in firefighting career paths and the upward economic mobility of FIRE Foundry participants, their families, and their communities. FIRE Foundry's ultimate goal is to provide new career pathways to fire and conservation service and dismantle barriers that perpetuate poverty in local communities.

The FIRE Foundry organization is comprised of three programs: an education program, a work experience program, and a support services program. Recruits are onboarded into FIRE Foundry based on whether they are entry-level participants (not currently EMT certified) or advanced-level participants (have already



completed EMT certification). For the work experience program, Conservation Corps North Bay (CCNB) is the primary employment partner for FIRE Foundry and employs roughly 180 corps members on vegetation management and clearance crews each year. CCNB crews are representative of the communities they are serving, and thus have greater insight into the community-specific fire prevention, education, and response needs. Of CCNB's FIRE Foundry recruits, 73% were unemployed on entry to their program, and 99% lived in low-income households. In addition, over 80% identify as races and ethnicities traditionally underrepresented in fire services in Marin County and California. If recruits meet the advanced-level qualification, they are eligible to apply for other work experience options such as Marin County dispatch, defensible space, and others. For the education program, the College of Marin (COM) is the primary partner for the FIRE Foundry and provides classes specifically catered to FIRE Foundry participants as they prepare for prerequisites for Fire Academy. COM not only caters its curriculum for the community served in the program, but also provides educational services such as counseling, tutoring, and other wraparound support for the participants to be successful.

With the opportunity of paid internships, different phases of recruits (entry level and advanced), and wraparound services, FIRE Foundry participants can navigate different phases of their career path into fire service. Each program within the Foundry is built as a year-long program. However, if individuals need more time to complete classes, transition to the next phase, or navigate other hurdles, they can apply for extensions to foster smoother transitions to their next steps.

All FIRE Foundry participants are supported through a financial aid application process to provide educational assistance, financial wellness workshops, and living wages during the program. Cohorts start in January and applications open in September. Positions will be filled on an as-needed basis after January.

Learn more about FIRE Foundry by visiting [firefoundry.org](https://firefoundry.org)

## LOS ANGELES COUNTY DEPARTMENT OF PARKS AND RECREATION: OVERNIGHT FAMILY CAMPING PROGRAM

In the first phase of the COVID-19 pandemic, more people than ever before looked to the outdoors as a safe place to relax, exercise, and spend time with family. There was a surge of interest in camping at a time when many state and federal campgrounds limited their capacity or shut down entirely to minimize staff and visitors' exposure to the virus or to mitigate wildfire risk.

In 2021, realizing that residents needed more access to camping, the County of Los Angeles Department of Parks and Recreation (the Department) launched a supervised Overnight Family Camping program. Initially run as a pilot, the program has proven to be immensely popular. In the summer of 2022, more than 16,000 participants spent nights under the stars at Frank G. Bonelli Regional Park, Castaic Lake State Recreation Area, Kenneth Hahn State Recreation Area, Santa Fe Dam Recreation Area, and Whittier Narrows Recreation Area. The Department selected these locations to be geographically dispersed throughout Los Angeles County, making camping accessible close to home. In addition to camping access, the program offers family-friendly activities including fishing, night hikes, live animal ambassadors, kayaking, and biking. There are program staff available on site to help first-time campers learn basic camping skills. Recreation staff and security personnel interact with participants throughout the entire experience, ensuring the program is fun and safe.

The Overnight Camping Program provides an excellent opportunity for families to enjoy outdoor fun and learn new skills close to home.

To learn more about the program, please visit [parks.lacounty.gov](https://parks.lacounty.gov)



# APPENDIX & BIBLIOGRAPHY





# APPENDIX

## DEFINITIONS

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**Multi-benefit project:** The Joint Strategy effort shares the definition of “multi-benefit project” from the Department of Conservation’s Regional Forest and Fire Capacity Program (RFFC): “A project or activity which, by virtue of integrated design and planning, provides direct benefits to multiple local, regional, state, and federal strategic objectives. Multi-benefit wildfire and forest resilience projects can impact social, economic, and ecological outcomes, including social and cultural well-being, protecting and restoring tribal resources and practices, enhancing water security, forest resilience, biodiversity, workforce development, outdoor recreation and access, and carbon sequestration” (State of California Department of Conservation, 2022).

**Sustainable outdoor recreation:** The Joint Strategy effort shares the definition of “sustainable outdoor recreation” from the U.S. Forest Service Pacific Southwest Region Sustainable Outdoor Recreation Collaborative: “Outdoor recreational opportunities and activities that are practiced responsibly such that impacts are minimized, manageable, and mitigable over time, and meet the evolving needs of present and future generations.”

**Wildfire and forest resilience:** The Joint Strategy effort shares the definition of “wildfire and forest resilience” from the Department of Conservation’s Regional Forest and Fire Capacity Program (RFFCP): “Wildfire and forest resilience refers broadly to social and ecological resilience of landscapes, communities, and resources to wildfire and related disturbances and stresses exacerbated by climate change. Social and ecological dynamics are connected and inherent to forests and communities, including but not limited to biodiversity, water quality, cultural resources, recreation, and forest related economies” (State of California Department of Conservation, 2022).





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**DECEMBER 2022**