



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. (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

April 8, 2025
8:30 AM

- 1) **Public Comment on Closed Session Item(s)**
Comments may be time-limited

CLOSED SESSION

- 2) **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1)** – Name of case: *Jerrie Phillips v. County of Inyo et. al.* (Case No. 24UC71635).
- 3) **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, and Assistant County Counsel Christy Milovich.

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) Public Comment**
Comments may be time-limited
 - 7) County Department Reports**

CONSENT AGENDA

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

- 8) Approval of Minutes from the March 25, 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 25, 2025.

- 9) Authorization for the Board of Trustees of the Lone Pine Unified School District to Issue and Sell General Obligation Bonds of the District**

County Counsel | John Vallejo

Recommended Action:

Approve Resolution No. 2025-09, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing the Board of Trustees of the Lone Pine Unified School District to Issue and Sell General Obligation Bonds of the District on its Own Behalf Pursuant to State Law," and authorize the Chairperson to sign.

- 10) Authorizarion for the Board of Trustees of the Owens Valley Unified School District to Issue and Sell General Obligation Bonds of the District**

County Counsel | John Vallejo

Recommended Action:

Approve Resolution No. 2025-10, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing the Board of Trustees of the Owens Valley Unified School District to Issue and Sell General Obligation Bonds of the District on its Own Behalf Pursuant to State Law," and authorize the Chairperson to sign.

11) Appointments to the Child Abuse Prevention Council

Health & Human Services - First 5 | Anna Scott

Recommended Action:

Appoint Stephanie Tanksley and Griselda Ortiz to unexpired 2-year terms on the Inyo County Child Abuse Prevention Council ending December 31, 2027.

12) Innovative Partnerships Memorandum of Understanding Letter of Participation 2024-2027

Health & Human Services - First 5 | Anna Scott

Recommended Action:

Ratify and approve the agreement between the County of Inyo and the Child Abuse Prevention Council of Sacramento for the provision of Innovative Partnerships Program Northeast Region Child Abuse Prevention Council Partnership July 1, 2024 through June 30, 2027, and authorize the Health and Human Services Director to sign.

13) Crestwood Behavioral Health Agreement Amendment 1

Health & Human Services - Behavioral Health | Anna Scott

Recommended Action:

Approve Amendment 1 to the sole-source contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA, increasing the contract to an amount not to exceed \$350,000, and authorize the Chairperson to sign.

14) Community Service Solutions Agreement Amendment 1

Health & Human Services - Social Services | Anna Scott

Recommended Action:

Approve Amendment 1 to the sole-source contract between the County of Inyo and Community Services Solutions for In-Home Supportive Services (IHSS) Registry, Employer of Record, and Labor Union Negotiations Services, increasing the contract to an amount not to exceed \$314,746; and authorize the Chairperson to sign.

15) Letter of Support for Assembly Bill 993

Environmental Health | Jerry Oser

Recommended Action:

Authorize the Chairperson to sign the letter of support for AB 993, increasing funding for hazardous materials and waste programs in rural counties.

REGULAR AGENDA

16) Policy Resolution on Water for Fire Infrastructure for the National Association of Counties

County Administrator | Trina Orrill

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

Recommended Action:

Approve the draft policy resolution to be submitted to the National Association of Counties (NACo) Environment, Energy, and Land Use Steering Committee for consideration for inclusion in the *American County Platform*.

17) Approval of Inyo County CAL-Card Policy

Auditor-Controller | Amy Shepherd

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

Recommended Action:

Approve the Inyo County CAL-Card Policy.

ADDITIONAL PUBLIC COMMENT & REPORTS

18) Public Comment

Comments may be time-limited

19) Board Member and Staff Reports

Receive updates on recent or upcoming meetings and projects

CORRESPONDENCE - INFORMATIONAL

20) Clerk-Recorder-Registrar of Voters - Help America Vote Act (HAVA) Election Security Improvements Grant.

21) Treasurer-Tax Collector - Treasury Status Report for the Quarter Ending December 31, 2024.

22) California Fish and Game Commission - Agenda for the April 16-17 meeting to be held at the Capitol Event Center in Sacramento and via Zoom.



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COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 8, 2025

Reference ID:
2025-215

**Conference with Legal Counsel – Existing Litigation –
Pursuant to Government Code §54956.9(d)(1) – Name of
case: *Jerrie Phillips v. County of Inyo et. al.* (Case No.
24UC71635).
County Counsel**

ITEM SUBMITTED BY

ouuiio

ITEM PRESENTED BY

fwertret

RECOMMENDED ACTION:

BACKGROUND / SUMMARY / JUSTIFICATION:

FISCAL IMPACT:

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

STRATEGIC PLAN ALIGNMENT:

APPROVALS:

Darcy Israel

Darcy Israel

Darcy Israel

Keri Oney

John Vallejo

Amy Shepherd

Nate Greenberg

Created -

ATTACHMENTS:



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ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 8, 2025

Reference ID:
2025-220

Approval of Minutes from the March 25, 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 25, 2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Hayley Carter
Darcy Israel

Created/Initiated - 4/1/2025
Final Approval - 4/1/2025

ATTACHMENTS:

1. Draft March 25, 2025 Minutes

MINUTES



County of Inyo Board of Supervisors

March 25, 2025

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:31 a.m., on March 25, 2025, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Scott Marcellin, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, 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 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 and No. 3 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Public Works Director.

Open Session

Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 10:12 a.m. with all Board members present.

Pledge of Allegiance

Supervisor Wadelton led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item No. 2 and said that no action was taken during closed session that is required to be reported. Vallejo said the Board would reconvene later in the meeting for Item No. 3.

Meeting Dedication

Chairperson Marcellin took a moment to dedicate the meeting in honor of retired First District Supervisor Dan Tothoroh, who passed away March 15, noting, "I didn't get the pleasure to sit at the dais with Supervisor Tothoroh, but I did get the pleasure to work with him at the Forest Service and some of the CSD water systems. I got to know Dan in the private sector, and he spent a lot of time out in the community doing community service and it was a pleasure to know him."

Board members took the time to offer their farewells and gratitude.

Supervisor Griffiths: "I got to serve eight years with Dan, who was a true public servant, really giving to the community in many different areas, using his brain, using his hands, and he brought a lot of intelligence and integrity to this position and served this county well."

Supervisor Orrill: "I knew Dan for 20 years before his passing. We met through ballet, and he was a dear friend in that space of my life. He was a patron for the arts and a huge supporter of our youth in the arts. He gave countless hours of his time and expertise, particularly at the Bishop High School Auditorium for the improvement of the sound system. Over about 10 years' time, he chased funding and technology and once he was able to achieve that, he oversaw the installation and trained up youth within the high school to use the equipment."

That is part of his legacy. He was never about himself; it was always about improving for the next generation, making sure that somebody else would come along behind and be able to do it as well. And I know he never lit up more than when he was talking about his girls. He will be missed. He was an incredible public servant.”

Introductions

The following new employees were introduced to Board:

- A) **Assessor's Office:** Assessment Analyst Jaime Cervenka
- B) **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
- C) **Sheriff's Office:** Office Technician III Stephanie Bowman, Deputy Sheriff Trainee Karleen Moran, and Deputy Sheriff Trainee Jacob Carl Waldt.

Public Comment

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

County Department Reports

Public Works Director Mike Errante provided an update on and showed photos of the Whitney Portal culvert repair project and said he expects the project to be complete within the next few weeks.

Clerk-Recorder Danielle Sexton provided deadline information on the annual 700 filers forms.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Roeser and seconded by Supervisor Wadleton to approve the minutes from the regular Board of Supervisors meeting of March 11, 2025. Motion carried unanimously.

CAO – Assembly Bill 518 Letter of Support

Moved by Supervisor Roeser and seconded by Supervisor Wadleton to approve a letter of support for Assembly Bill 518, the Low Impact Camping Areas Act of 2025, and authorize the Chairperson to sign. Motion carried unanimously.

CAO – CETF Best Practices Consortia Support Grant

Moved by Supervisor Roeser and seconded by Supervisor Wadleton to 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. Motion carried unanimously.

HHS-Social Services – FY 25-28 UC Davis Sole-Source Contract

Moved by Supervisor Roeser and seconded by Supervisor Wadleton to:

- 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.

Motion carried unanimously.

HHS-Social Services – FY 25-26 ICOE Contract

Moved by Supervisor Roeser and seconded by Supervisor Wadleton to:

- 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.

Motion carried unanimously.

***HHS-Social Services –
FY 25-27 Exemplar
Analytics Corp.
Contract***

Moved by Supervisor Roeser and seconded by Supervisor Wadleton to:

- 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.

Motion carried unanimously.

***HHS-Health &
Prevention –
CA Public Health
Workforce Career
Ladder Amendment A1***

Moved by Supervisor Roeser and seconded by Supervisor Wadleton to 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 t2022, ontract 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. Motion carried unanimously.

***HHS-Fiscal –
BCSH Agreement for
HHAP 5***

Moved by Supervisor Roeser and seconded by Supervisor Wadleton to 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. Motion carried unanimously.

***Public Works-Parks &
Recreation –
Bishop Waste Disposal
and Preferred Septic
Disposal Agreements***

Moved by Supervisor Roeser and seconded by Supervisor Wadleton to:

- 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.

Motion carried unanimously.

***Public Works-Roads –
2025 Cold Mix Asphalt
Purchase***

Moved by Supervisor Roeser and seconded by Supervisor Wadleton to:

- 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.

Motion carried unanimously.

***Public Works-Airports –
Tunnel Aircamp
Hangar Lease***

Moved by Supervisor Roeser and seconded by Supervisor Wadleton to 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. Motion carried unanimously.

***Sheriff –
DEA Agreement***

Moved by Supervisor Roeser and seconded by Supervisor Wadleton to 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. Motion carried unanimously.

***Board of Supervisors –
2025 Board Meeting
Calendar Revisions***

Chairperson Marcellin moved the agenda item from Consent to the Regular Agenda for further discussion, at the request of staff. CAO Greenberg explained that staff wanted to remove the suggestion that the Board cancel the April 29 meeting.

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to 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; and
- B) Schedule a special meeting on May 6, 2025 in Tecopa in place of the originally scheduled April 8 meeting.

Motion carried unanimously.

***CAO-Economic
Development –
Film Commissioner
Written Report***

The Board received a report on film activity in Inyo County from Film Commissioner Jesse Steele. Steele said that work is progressing to develop and implement the new film permitting system and reported on a recent meeting with the following team members: Assistant Clerk of the Board/Public Relations Liaison Darcy Israel, Deputy CAO Meaghan McCamman, Film Commission web designer Julie Faber, and Chief Information Officer Noam Shendar. Board members asked questions and thanked Steele for the updates.

***CAO-Information
Services –
Property Tax
Management
Taskforce Update***

The Board received an update from the Property Tax Management System Taskforce group, consisting of the following members: CAO Greenberg, CIO Noam Shendar, Auditor-Controller Amy Shepherd, Assessor David Stottlemire, and Treasurer-Tax Collector Christie Martindale.

CIO Shendar described what steps had been taken to address the backlog of work and said the team was able to work alongside the vendor to successfully execute the general functions of the system.

Auditor-Controller Shepherd said although the general functions seem to work properly now, there are other components of the system which staff have not been given the opportunity to test, that will likely require further assistance and attention.

Board members and the CAO thanked staff for the time dedicated to the project and requested continued updates from the group moving forward, and a report be sent to the Grand Jury. Additionally, the Board thanked the Grand Jury for bringing issues with the system to their attention.

***Clerk-Recorder –
Disclosure Statement
Filing Requirement
Presentation***

Clerk-Recorder Danielle Sexton provided a presentation on the Inyo County Disclosure Statement filing requirement and explained the benefits of providing public access to the filed forms.

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

Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

- 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).

Motion carried unanimously.

***CAO-Personnel –
Updated Management
Employee Resolution
No. 2025-08***

Assistant Clerk of the Board Israel stated for the record that the resolution number for this item should have been 2025-08 and not 2025-09 as stated on the published agenda.

Moved by Supervisor Orrill and seconded by Supervisor Roeser to 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. Motion carried unanimously.

**CAO-Personnel –
Assistant Auditor-
Controller/ Personal
Services Contract**

Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

- 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.

Motion carried unanimously.

**CAO-Personnel –
Senior Deputy District
Attorney/ Personal
Services Contract
Amendment No. 1**

Assistant Personnel Director Keri Oney introduced the item and noted an amendment was being requested for the Chief Deputy D.A. position because of an error in some of the language.

District Attorney Dana Crom expressed her concerns about what she called a “flawed” Classification & Comp study that has resulted in a Deputy D.A. IV making almost as much money as the supervisory Senior Deputy D.A. position, which is filled by a highly skilled attorney with more than 30 years of legal experience. Oney provided clarification on the implementation of recently updated pay scales and career ladder advancement, including why the Deputy D.A. IV position has seen an increase in its pay scale. Crom further called for parity among the attorney positions in the County, suggesting the Deputy D.A. positions should make as much as the Deputy County Counsel positions. She said she would return to the Board with other requests at a later date and requested the Board approve the agenda item with the Senior Deputy D.A. position at a Step F, instead of Step E as recommended by staff,

The Board engaged in lengthy discussion about the issues raised. Supervisors Griffiths and Marcellin supported the increase to Step F, while Supervisor Roeser expressed discomfort at granting the request since it was not included in the agenda information presented to the public. She also noted that the incumbent in the Senior Deputy D.A. position had signed the contract already after presumably reviewing it with the Step E level included. It was further noted that departments were asked to provide information to the consultant conducting the Class & Comp study, including job descriptions and Job Assessment Tools. Crom said she could not speak to why that information was not provided by her predecessor while the study was being conducted.

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

- 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.

Motion carried 3-2 with Supervisors Griffiths and Marcellin voting no.

**CAO-Personnel –
Legal Intern
Classification
Establishment**

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

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

Motion carried unanimously.

**CAO –
CA Joint Strategy for
Sustainable Outdoor
Recreation and Wildfire
Resilience Adoption**

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to 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. Motion carried unanimously.

Public Comment

Chairperson Marcellin asked for public comment related to items not calendared on the agenda and there was no one wishing to speak.

**Board Member & Staff
Reports**

CAO Greenberg said he was unable to attend the last Board meeting due to a family emergency. He reported working on transitioning the Wildfire Prevention Coordinator to the Eastern Sierra Council of Governments and pursuing opportunities through Sierra Jobs First. Greenberg acknowledged County Counsel Grace Weitz for her hard work in initiating the

implementation of OpenGov.

Supervisor Griffiths said he travelled to Butte County for a California State Association of Counties Regional meeting last week and will be traveling to another CSAC meeting in Lodi before testifying this week before the Senate Committee about revisions to the Brown Act that could benefit local committees and commissions. He said he will also be testifying before the California Public Utilities Commission about the Carrier of Last Resort proposal.

Supervisor Marcellin thanked Supervisors Orrill and Griffiths for representing the needs of small counties at CSAC meetings. Marcellin said he attended a fundraiser dinner for the Cattlemen's Association.

Supervisor Orrill said she also attended the Cattlemen's Dinner as well a Behavioral Health Advisory Board meeting and a Bishop Elks Lodge Veterans Fair.

Supervisor Wadelton announced an upcoming tour of the Lone Pine wastewater plant, hosted by the Inyo County Free Library and High Sierra Energy Foundation.

Supervisor Roeser said she attended meetings with constituents and the Local Transportation Commission, the Cattlemen's Dinner, and the annual Big Pine Volunteer Fire Department's annual awards banquet. She also announced she is leaving this afternoon for a meeting of the Rural County Representatives of California in Sacramento.

Recess/Reconvene

The Chairperson recessed the meeting to return to closed session at 12:43 p.m. and reconvened the meeting at 2:43 p.m. with all Board members present except Supervisors Griffiths and Roeser

Report on Closed Session

No action was taken during closed session that is required to be reported.

Adjournment

Per the Chairperson's earlier request, the meeting was adjourned in memory of retired First District Supervisor Dan Totheroh at 2:43 p.m. to 8:30 a.m. Tuesday, April 8, 2025, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

Attest: **NATE GREENBERG**
Clerk of the Board

by: _____
Darcy Israel, Assistant



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

April 8, 2025

Reference ID:
2025-180

Authorization for the Board of Trustees of the Lone Pine Unified School District to Issue and Sell General Obligation Bonds of the District

County Counsel
ACTION REQUIRED

ITEM SUBMITTED BY

John Vallejo, County Counsel

ITEM PRESENTED BY

John Vallejo, County Counsel

RECOMMENDED ACTION:

Approve Resolution No. 2025-09, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing the Board of Trustees of the Lone Pine Unified School District to Issue and Sell General Obligation Bonds of the District on its Own Behalf Pursuant to State Law," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

California Education Code section 15140 provides how bonds, after approval from the voters, may be issued. The default is for the County to issue the bonds, but the code also provides that the County may authorize the governing board of any school district over which the county superintendent of schools has jurisdiction, and which has not received a qualified or negative certification in its most recent interim report, may issue and sell bonds on its own behalf without further action of the board of supervisors.

The code further provides that whenever the governing board of a school district issues bonds or refunds bonds payable from ad valorem taxes the governing board shall transmit the authorizing resolution and debt service schedule, including the debt service schedule for the bonds to be refunded, to the county auditor and county treasurer in sufficient time to permit the county to establish tax rates and necessary funds or accounts for the bonds. The school district did transmit that resolution which is attached to this agenda item. That resolution confirms the eligibility of the school district to issue the bonds upon County authorization.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this resolution, which would impose a duty to issue the bonds on the County instead of the School District.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Treasurer-Tax Collector

STRATEGIC PLAN ALIGNMENT:

N/A

APPROVALS:

John Vallejo	Created/Initiated - 3/25/2025
Darcy Israel	Approved - 3/26/2025
John Vallejo	Approved - 3/26/2025
Amy Shepherd	Approved - 3/27/2025
Christie Martindale	Approved - 3/27/2025
John Vallejo	Approved - 3/27/2025
Nate Greenberg	Final Approval - 3/28/2025

ATTACHMENTS:

1. County Resolution Authorizing Direct Issuance (Inyo) - Lone Pine USD BONDS
2. Bond-Authorizing Resolution No. 2024-25-05 Lone Pine

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA, AUTHORIZING THE BOARD OF TRUSTEES
OF THE LONE PINE UNIFIED SCHOOL DISTRICT TO ISSUE AND SELL
GENERAL OBLIGATION BONDS OF THE DISTRICT ON ITS OWN
BEHALF PURSUANT TO STATE LAW**

WHEREAS, at an election held on November 5, 2024 in the Lone Pine Unified School District (the “District”), County of Inyo (the “County”), State of California, more than fifty-five percent (55%) of the qualified electors of the District authorized the issuance of \$7,500,000 of general obligation bonds (the “Bonds”) to finance the acquisition, construction, and improvement of certain school facilities of the District;

WHEREAS, California Education Code section 15140(b) authorizes a county board of supervisors to provide by resolution that the governing board of a school district over which the county superintendent of schools has jurisdiction, and that has not received a qualified or negative certification in its most recent interim report, may issue and sell general obligation bonds of the district on its own behalf pursuant to the provisions of Chapter 1, Part 10, Division 1, Title 1 of the California Education Code (sections 15100-15262) without further action by the board of supervisors or officers of the county;

WHEREAS, the District is within the jurisdiction of the Inyo County Superintendent of Schools and the District has certified to this Board of Supervisors (this “Board”) that it has not received a qualified or negative certification in its most recent interim report;

WHEREAS, the District has requested that this Board authorize the District to issue and sell the Bonds on its own behalf.

NOW, THEREFORE, BE IT RESOLVED by this Board of Supervisors of the County of Inyo, as follows:

Section 1. Recitals. This Board hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Authorization of District Issuance and Sale of Bonds. Pursuant to California Education Code section 15140(b), this Board hereby authorizes the governing board of the District to issue and sell the Bonds on its own behalf (in one or more series and from time to time) under the provisions of Chapter 1, Part 10, Division 1, Title 1 of the Education Code. This Board and the officers of the County take no responsibility for the proceedings for issuance and sale of the Bonds.

Section 3. County Responsibilities. This Board shall, and this Board hereby authorizes and directs all the officers of the County to, in cooperation with the District, take such actions as may be necessary or convenient or otherwise required by law for the levy and collection of taxes, payment of bonds, and disposition of bond proceeds and tax funds in connection with the Bonds.

Section 4. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this ____ day of April, 2024, by the following vote:

AYES: --
NOES: --
ABSTAIN: --
ABSENT: --

SCOTT MARCELIN, Chairperson
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
 Clerk of the Board

By: _____
 Darcy Ellis, Assistant
 Assistant Clerk of the Board

RESOLUTION NO. 2024-25-05

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE LONE PINE
UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND
SALE OF NOT TO EXCEED \$3,800,000 AGGREGATE PRINCIPAL
AMOUNT OF BONDS OF THE DISTRICT BY A NEGOTIATED SALE,
APPROVING A BOND PURCHASE AGREEMENT, A CONTINUING
DISCLOSURE CERTIFICATE AND AN OFFICIAL STATEMENT FOR
THE BONDS, AND AUTHORIZING RELATED ACTIONS**

WHEREAS, an election was duly called and regularly held in the Lone Pine Unified School District (the “District”), located in the County of Inyo, California (the “County”), on November 5, 2024, at which the following proposition (as abbreviated pursuant to Section 13247 of the California Elections Code) was submitted to the electors of the District (the “Bond Measure”):

“To replace HVAC systems; modernize outdated classrooms, restrooms and school facilities; replace leaky roofs; and make health, safety and security improvements, shall the Lone Pine Unified School District measure be adopted authorizing \$7,500,000 in bonds, at legal rates, raising on average \$434,000 annually as long as bonds are outstanding at a rate of approximately \$27.50 per \$100,000 of assessed valuation, with annual audits, independent citizens’ oversight, NO money for administrator salaries and all money spent locally?”

and

WHEREAS, passage of the Bond Measure required at least a 55% affirmative vote of the votes cast therein, and at least 55% of the votes cast on the Bond Measure were in favor of issuing said bonds; and

WHEREAS, at this time, the Board of Trustees of the District (the “Board of Trustees”) deems it necessary and desirable to authorize and consummate the sale of a portion of the bonds, designated the “Lone Pine Unified School District (Inyo County, California) General Obligation Bonds, Election of 2024, Series 2025” (the “Series 2025 Bonds”), with such additional or other series or subseries designations as may be approved as herein provided, in an aggregate principal amount not exceeding \$3,800,000, for purposes of financing projects authorized to be financed under the Bond Measure, according to the terms and in the manner hereinafter set forth; and

WHEREAS, Sections 53506 *et seq.* of the California Government Code, including Section 53508.7 thereof, provide that a school district may issue and sell bonds on its own behalf at a private or negotiated sale pursuant to Sections 15140 and 15146 of the California Education Code; and

WHEREAS, Section 15140(b) of the California Education Code provides that the board of supervisors of a county may authorize a school district over which the county superintendent of schools has jurisdiction to issue and sell its own bonds without the further action of the board of

supervisors or officers of the county if said school district has not received a qualified or negative certification in its most recent interim report; and

WHEREAS, the Inyo County Superintendent of Schools has jurisdiction over the District and the District has not received a qualified or negative certification in its most recent interim report; and

WHEREAS, the Series 2025 Bonds shall be issued and sold by the District on its own behalf at a negotiated sale pursuant to authorization to be obtained from the Board of Supervisors of the County; and

WHEREAS, the Board of Trustees has determined that enhancing the timely payment of the principal of and interest on the Series 2025 Bonds by obtaining a municipal bond insurance policy with respect thereto could be economically advantageous to the District; and

WHEREAS, a form of Bond Purchase Agreement (such Bond Purchase Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Bond Purchase Agreement”) to purchase the Series 2025 Bonds proposed to be entered into with D.A. Davidson & Co. (the “Underwriter”), has been prepared; and

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”) requires that, in order to be able to purchase or sell the Series 2025 Bonds, the Underwriter must have reasonably determined that the District has undertaken in a written agreement or contract for the benefit of the holders of the Series 2025 Bonds to provide disclosure of certain financial and operating information and certain enumerated events on an ongoing basis; and

WHEREAS, in order to cause such requirement to be satisfied, the District desires to execute and deliver a Continuing Disclosure Certificate (such Continuing Disclosure Certificate, in the form presented at this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Continuing Disclosure Certificate”), a form of which has been prepared; and

WHEREAS, the Preliminary Official Statement to be distributed in connection with the public offering of the Series 2025 Bonds has been prepared (such Preliminary Official Statement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Preliminary Official Statement”); and

WHEREAS, California Government Code Section 5852.1 and California Education Code Section 15146(b)(1)(D) require that the Board of Trustees obtain from an underwriter, financial advisor or private lender and disclose, prior to authorization of the issuance of bonds with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the bonds, (b) the sum of all fees and charges paid to third parties with respect to the bonds (or costs associated with the bonds as required under Section 15146(b)(1)(D) of the California Education Code), (c) the amount of proceeds of the bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the bonds, and (d) the sum total of all debt

service payments on the bonds calculated to the final maturity of the bonds plus the fees and charges paid to third parties not paid with the proceeds of the bonds; and

WHEREAS, in compliance with California Government Code Section 5852.1 and California Education Code Section 15146(b)(1)(D), the Board of Trustees has obtained from Isom Advisors, a Division of Urban Futures, Inc. as financial advisor under California Education Code Section 15146(b)(1)(C) and as municipal advisor under Section 15B of the Securities Exchange Act of 1934 (the “Municipal Advisor”), and from the Underwriter, the required good faith estimates, including the costs associated with the Series 2025 Bonds, and such estimates are disclosed and set forth on Exhibit A attached hereto; and

WHEREAS, the District has previously adopted a local debt policy (the “Debt Management Policy”) that complies with California Government Code Section 8855(i), and the District’s sale and issuance of the Series 2025 Bonds as contemplated by this Resolution is in compliance with the Debt Management Policy; and

WHEREAS, the Board of Trustees has been presented with the form of each document referred to herein relating to the financing contemplated hereby, and the Board of Trustees has examined each document and desires to approve, authorize and direct the execution of such documents and the consummation of such financing; and

WHEREAS, the District desires that the County levy and collect a tax on all taxable property within the District sufficient to provide for payment of the Series 2025 Bonds, and intends by the adoption of this Resolution to notify the Board of Supervisors of the County, the Auditor-Controller of the County, the Treasurer-Tax Collector of the County and other officials of the County that they should take such actions as shall be necessary to provide for the levy and collection of such a tax and payment of principal of and interest on the Series 2025 Bonds, all pursuant to Sections 15250 and 15251 of the California Education Code; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Lone Pine Unified School District, County of Inyo, as follows:

Section 1. Recitals. All of the above recitals are true and correct and the Board of Trustees so finds and determines.

Section 2. Definitions. Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Resolution, have the meanings specified herein, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

“**Auditor-Controller**” means the Auditor-Controller of the County, or any authorized deputy thereof.

“Authorized Officers” means the President of the Board of Trustees, or such other member of the Board of Trustees as the President may designate, the Superintendent of the District, the Director of Finance of the District, including anyone serving as an interim or provisional officer in such positions, or such other officer or employee of the District as the Superintendent may designate.

“Board of Supervisors” means the Board of Supervisors of the County.

“Board of Trustees” means the Board of Trustees of the District.

“Bond Purchase Agreement” means the Bond Purchase Agreement relating to the sale of the Series 2025 Bonds by and between the District and the Underwriter in accordance with the provisions hereof.

“Bonds” means all bonds, including refunding bonds, of the District heretofore or hereafter issued pursuant to voter-approved measures of the District, including bonds approved by the voters of the District pursuant to the Bond Measure.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2025 Bonds.

“Code” means the Internal Revenue Code of 1986.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate executed and delivered by the District relating to the Series 2025 Bonds.

“County” means the County of Inyo.

“District” means the Lone Pine Unified School District.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for the Series 2025 Bonds, including any such successor thereto appointed pursuant to Section 9 hereof.

“Interest Payment Date” means February 1 and August 1 of each year, commencing on August 1, 2025, or such other dates as may be set forth in the Bond Purchase Agreement.

“Investment Agreement” shall have the meaning set forth in Section 15 hereof.

“Municipal Advisor” means Isom Advisors, a Division of Urban Futures, Inc., as financial advisor to the District under California Education Code Section 15146(b)(1)(C) and as municipal advisor to the District under Section 15B of the Securities Exchange Act of 1934.

“Official Statement” means the Official Statement of the District relating to the Series 2025 Bonds.

“Opinion of Bond Counsel” means an opinion of counsel of nationally recognized standing in the field of law relating to municipal bonds.

“Owner” means, with respect to any Bond, including any Series 2025 Bond, the person whose name appears on the Registration Books as the registered owner thereof.

“Paying Agent” means The Bank of New York Mellon Trust Company, N.A., or the Treasurer of the County, including his or her designated agents, or any bank, trust company, national banking association or other financial institution, appointed as Paying Agent to act as authenticating agent, bond registrar, transfer agent and paying agent for the Series 2025 Bonds in accordance with Section 8 hereof.

“Preliminary Official Statement” means the Preliminary Official Statement of the District relating to the Series 2025 Bonds.

“Record Date” means, with respect to any Interest Payment Date for Series 2025 Bonds, the 15th day of the calendar month immediately preceding such Interest Payment Date for such Series 2025 Bonds, whether or not such day is a business day, or such other date or dates as may be set forth in the Bond Purchase Agreement.

“Registration Books” means the books for the registration and transfer of the Series 2025 Bonds maintained by the Paying Agent in accordance with Section 8(d) hereof.

“Series 2025 Bonds” means the Bonds authorized and issued pursuant to this Resolution, in one or more series or subseries, designated the “Lone Pine Unified School District (Inyo County, California) General Obligation Bonds, Election of 2024, Series 2025,” with such additional or other series or subseries designations as may be approved as herein provided.

“State” means the State of California.

“Tax Certificate” means the Tax Certificate with respect to the Series 2025 Bonds not issued as Taxable Bonds, executed by the District, dated the date of issuance of such Series 2025 Bonds.

“Tax-Exempt” means, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code.

“Taxable Bonds” means those Series 2025 Bonds the interest on which is not Tax-Exempt.

“Treasurer” means the Treasurer-Tax Collector of the County, or any authorized deputy thereof.

“Underwriter” means D.A. Davidson & Co., as underwriter of the Series 2025 Bonds.

Section 3. Authorization and Designation of Bonds. Subject to the authorization of the District by the Board of Supervisors of the County to issue and sell the Series 2025 Bonds without the further action of the Board of Supervisors pursuant to Sections 15140 and 15146 of the California Education Code, as permitted by Section 53508.7 of the California Government Code,

which authorization is hereby respectfully requested, the Series 2025 Bonds described herein are being issued pursuant to the authority of Article 4.5 of Chapter 3, of Part 1 of Division 2 of Title 5 of the California Government Code, and other applicable provisions of law, including applicable provisions of the California Education Code. The Board of Trustees hereby authorizes the issuance and sale, by a negotiated sale, of not to exceed \$3,800,000 aggregate principal amount of Series 2025 Bonds. The Series 2025 Bonds may be issued in one or more series or subseries and shall be designated "Lone Pine Unified School District (Inyo County, California) General Obligation Bonds, Election of 2024, Series 2025," with appropriate additional or other series or subseries designations as approved by an Authorized Officer. The proceeds of the Series 2025 Bonds, exclusive of any premium and accrued interest received by the District, shall be applied to finance projects authorized to be financed under the Bond Measure.

Section 4. Form of Bonds; Execution. (a) *Form of Series 2025 Bonds.* The Series 2025 Bonds shall be issued in fully registered form without coupons. The Series 2025 Bonds, and the certificate of authentication and registration and the form of assignment to appear on each of them, shall be in substantially the form attached hereto as Exhibit B, with necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution.

(b) *Execution of Bonds.* The Series 2025 Bonds shall be signed by the manual or facsimile signature of the President of the Board of Trustees, and countersigned by the manual or facsimile signature of the Clerk or Secretary of the Board of Trustees (or the designee of any of such respective officers if any are unavailable). The Series 2025 Bonds shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

(c) *Valid Authentication.* Only such of the Series 2025 Bonds as shall bear thereon a certificate of authentication and registration as described in subsection (a) of this Section, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of authentication and registration shall be conclusive evidence that the Series 2025 Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

(d) *Identifying Number.* The Paying Agent shall assign each Series 2025 Bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof at its principal office, which record shall be available to the District and the County for inspection.

Section 5. Terms of Bonds. (a) *Date of Series 2025 Bonds.* The Series 2025 Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the Bond Purchase Agreement.

(b) *Denominations.* The Series 2025 Bonds shall be issued in denominations of \$5,000 principal amount or any integral multiple thereof.

(c) *Maturity.* The Series 2025 Bonds shall mature on the date or dates, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the Bond Purchase Agreement. No Series 2025 Bond shall mature later than the date which is 30 years from the date of the Series 2025 Bonds, to be determined as provided in subsection (a) of this

Section. No Series 2025 Bond shall have principal maturing on more than one principal maturity date.

(d) *Interest; Series 2025 Bonds.* The Series 2025 Bonds shall bear interest at an interest rate or rates not to exceed 8.00% per annum, payable on the Interest Payment Dates in each year computed on the basis of a 360-day year of twelve 30-day months. Each Series 2025 Bond shall bear interest from the Interest Payment Date for such Series 2025 Bond next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Payment Date for such Series 2025 Bond, in which event it shall bear interest from such Interest Payment Date for such Series 2025 Bond, or unless it is authenticated on or before the Record Date preceding the first Interest Payment Date for such Series 2025 Bond, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Series 2025 Bond, interest is in default on any outstanding Series 2025 Bonds, such Series 2025 Bond shall bear interest from the Interest Payment Date for such Series 2025 Bond to which interest has previously been paid or made available for payment on the outstanding Series 2025 Bonds.

(e) *Interest; Tax-Exempt or Taxable.* Each series or subseries of the Series 2025 Bonds or portion thereof may be issued such that the interest on such series or subseries of Series 2025 Bonds or portion thereof is Tax-Exempt or such that the interest on such series or subseries of Series 2025 Bonds or portion thereof is not Tax-Exempt. The Board of Trustees hereby finds and determines that, pursuant to Section 5903 of the California Government Code, the interest payable on each series or subseries of the Series 2025 Bonds or portion thereof issued as Taxable Bonds will be subject to federal income taxation under the Code in existence on the date of issuance of such series or subseries of Series 2025 Bonds.

Section 6. Payment of Bonds. (a) *Request for Tax Levy.* The money for the payment of principal, redemption premium, if any, and interest on the Series 2025 Bonds shall be raised by taxation upon all taxable property in the District and provision shall be made for the levy and collection of such taxes in the manner provided by law and for such payment out of the interest and sinking fund of the District established for such Series 2025 Bonds. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Series 2025 Bonds in such year, and to pay from such taxes all amounts due on the Series 2025 Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to redeem the Series 2025 Bonds, and to pay the principal, redemption premium, if any, and interest thereon, and all fees and expenses of the Paying Agent, insofar as permitted by law, including specifically by Section 15232 of the California Education Code, as and when the same become due.

(b) *Principal.* The principal of the Series 2025 Bonds shall be payable in lawful money of the United States of America to the Owner thereof, upon the surrender thereof at the principal corporate trust office of the Paying Agent.

(c) *Interest; Record Date.* The interest on the Series 2025 Bonds shall be payable on each Interest Payment Date in lawful money of the United States of America to the Owner thereof as of the Record Date preceding such Interest Payment Date, such interest to be paid by check or

draft mailed on such Interest Payment Date (if a business day, or on the next business day if the Interest Payment Date does not fall on a business day) to such Owner at such Owner's address as it appears on the Registration Books or at such address as the Owner may have filed with the Paying Agent for that purpose except that the payment shall be made by wire transfer of immediately available funds to any Owner of at least \$1,000,000 in principal amount of outstanding Series 2025 Bonds who shall have requested in writing such method of payment of interest prior to the close of business on the Record Date immediately preceding any Interest Payment Date.

(d) *Interest and Sinking Fund.* Principal and interest due on the Series 2025 Bonds shall be paid from the interest and sinking fund of the District established for such Series 2025 Bonds as provided in Section 15146 of the California Education Code.

(e) *Obligation of the District.* No part of any fund or account of the County is pledged or obligated to the payment of the Series 2025 Bonds. The obligation for repayment of the Series 2025 Bonds is the sole obligation of the District.

(f) *Pledge of, Lien on and Security Interest in Taxes.* The District hereby pledges, and grants a lien on and security interest in, all revenues from the property taxes collected from the levy by the Board of Supervisors of the County with respect to each voter-approved bond measure of the District for the payment of Bonds issued under such bond measure and all amounts on deposit in any interest and sinking fund of the District related to such bond measure with respect to the Bonds of such bond measure, in order to secure the payment of the principal or redemption price of and interest on such Bonds. This pledge and grant shall be valid and binding from the date hereof for the benefit of the Owners of the Bonds and successors thereto. The property taxes and amounts held in any interest and sinking fund of the District shall be immediately subject to this pledge and grant, and the pledge and grant shall constitute a lien and security interest which shall immediately attach to (i) the property taxes and (ii) the amounts held in any interest and sinking fund of the District. This pledge and grant shall secure the payment of such Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge or grant and without the need of any physical delivery, recordation, filing, or further act. The pledge and grant is an agreement between the District and the Owners of Bonds to provide security for the Bonds in addition to any statutory lien that may exist, and the Bonds secured by the pledge and grant are or were issued to finance one or more of the projects specified in the applicable voter-approved measure.

(g) *Insurance.* The payment of principal of and interest on all or a portion of the Series 2025 Bonds may be enhanced by a municipal bond insurance policy as shall be described in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that no municipal bond insurance policy shall be obtained. The Authorized Officers are each hereby authorized to apply for, or cause to be applied for, municipal bond insurance for the Series 2025 Bonds and to obtain such insurance if doing so puts the Series 2025 Bonds (or portion thereof) and the marketing thereof on an economically advantageous basis and is deemed to be in the best interests of the District. The Authorized Officers are each hereby authorized, for and in the name and on behalf of the District, to execute and deliver a contract or contracts for such insurance if such contract is deemed by the Authorized Officer executing the same to be in the best interests of the District, such determination to be conclusively evidenced by such Authorized Officer's execution and

delivery of such contract. If the Authorized Officers so deem and obtain municipal bond insurance, and such insurance is issued by a mutual insurance company, the Authorized Officers are each hereby authorized to enter into any required mutual insurance agreement substantially in such insurer's standard form with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of such agreement by such Authorized Officer.

Section 7. Redemption Provisions. (a) *Optional Redemption.* The Series 2025 Bonds may be subject to redemption, at the option of the District, on the dates and terms as shall be designated in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that the Series 2025 Bonds shall not be subject to optional redemption.

(b) *Selection.* If less than all of the Series 2025 Bonds, if any, are subject to such redemption and are called for redemption, such Series 2025 Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District (or as otherwise set forth in the Bond Purchase Agreement), and if less than all of the Series 2025 Bonds of any given maturity are called for redemption, the portions of such Series 2025 Bonds of a given maturity to be redeemed shall be determined by lot in any manner deemed fair by the Paying Agent (or as otherwise set forth in the Bond Purchase Agreement).

(c) *Mandatory Sinking Fund Redemption.* The Series 2025 Bonds, if any, which are designated in the Bond Purchase Agreement as term bonds shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot (or as otherwise set forth in the Bond Purchase Agreement), from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in the Bond Purchase Agreement. Unless otherwise provided in the Bond Purchase Agreement, the principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately or as otherwise directed by the District by the amount of any Series 2025 Bonds of that maturity redeemed in accordance with subsection (a) of this Section prior to the mandatory sinking fund payment date. The Bond Purchase Agreement may provide that the Series 2025 Bonds shall not be subject to mandatory sinking fund redemption. The Auditor-Controller is hereby authorized to create such sinking funds or accounts for the term Series 2025 Bonds as shall be necessary to accomplish the purposes of this Section.

(d) *Notice of Redemption.* Notice of any redemption of the Series 2025 Bonds shall be mailed by the Paying Agent, postage prepaid, not less than 20 nor more than 60 days prior to the redemption date (i) by first class mail to the County and the respective Owners thereof at the addresses appearing on the Registration Books, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate.

Each notice of redemption shall state (i) the date of such notice; (ii) the name of the Series 2025 Bonds and the date of issue of the Series 2025 Bonds; (iii) the redemption date; (iv) the redemption price; (v) the series of Series 2025 Bonds and the dates of maturity or maturities of Series 2025 Bonds to be redeemed; (vi) if less than all of the Series 2025 Bonds of a series of any maturity are to be redeemed, the distinctive numbers of the Series 2025 Bonds of each maturity of such series to be redeemed; (vii) in the case of Series 2025 Bonds of a series redeemed in part only, the respective portions of the principal amount of the Series 2025 Bonds of each maturity of

such series to be redeemed; (viii) the CUSIP number, if any, of each maturity of Series 2025 Bonds of a series to be redeemed; (ix) a statement that such Series 2025 Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that further interest on such Series 2025 Bonds will not accrue after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

(e) *Effect of Notice.* A certificate of the Paying Agent that notice of redemption has been given to Owners as herein provided shall be conclusive as against all parties. Neither the failure to receive the notice of redemption as provided in this Section, nor any defect in such notice shall affect the sufficiency of the proceedings for the redemption of the Series 2025 Bonds called for redemption or the cessation of interest on the date fixed for redemption.

When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Series 2025 Bonds called for redemption is set aside for the purpose as described in subsection (g) of this Section, the Series 2025 Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Series 2025 Bonds at the place specified in the notice of redemption, such Series 2025 Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Series 2025 Bonds so called for redemption after such redemption date shall be entitled to payment thereof only from the interest and sinking fund of the District established therefor or the trust fund established for such purpose. All Series 2025 Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

(f) *Right to Rescind Notice.* The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the Owners of the Series 2025 Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption monies are not available in the interest and sinking fund established for the Series 2025 Bonds or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Series 2025 Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the Owner of any Series 2025 Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

(g) *Funds for Redemption.* Prior to or on the redemption date of any Series 2025 Bonds there shall be available in the interest and sinking fund of the District established for the Series 2025 Bonds, or held in trust for such purpose as provided by law, monies for the purpose and sufficient to redeem, at the redemption prices as in this Resolution provided, the Series 2025 Bonds designated in the notice of redemption. Such monies shall be applied on or after the redemption date solely for payment of principal of, interest and premium, if any, on the Series 2025 Bonds to be redeemed upon presentation and surrender of such Series 2025 Bonds, provided that all monies in the interest and sinking fund of the District established for the Series 2025 Bonds shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption

date shall be paid from the interest and sinking fund of the District established for the Series 2025 Bonds, unless otherwise provided to be paid from such monies held in trust. If, after all of the Series 2025 Bonds have been redeemed and cancelled or paid and cancelled, there are monies remaining in the interest and sinking fund of the District established for the Series 2025 Bonds or otherwise held in trust for the payment of the redemption price of the Series 2025 Bonds, the monies shall be held in or returned or transferred to any interest and sinking fund of the District for payment of any outstanding Bonds of the District payable from such fund; provided, however, that if the monies are part of the proceeds of Bonds of the District, the monies shall be transferred to the fund created for the payment of principal of and interest on such Bonds. If no such Bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

(h) *Defeasance of Bonds.* If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all of the outstanding Series 2025 Bonds all or any part of the principal, interest and premium, if any, on the Series 2025 Bonds at the times and in the manner provided herein and in the Series 2025 Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the obligation of the District and the County as provided in Section 6 hereof, and such obligation and all agreements and covenants of the District to such Owners hereunder and under the Series 2025 Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the Series 2025 Bonds, but only out of monies on deposit in the interest and sinking fund established for the Series 2025 Bonds or otherwise held in trust for such payment; and provided further, however, that the provisions of subsection (i) of this Section shall apply in all events.

For purposes of this Section, the District may pay and discharge any or all of the Series 2025 Bonds by depositing in trust with the Paying Agent or an escrow agent selected by the District, at or before maturity, money and/or non-callable direct obligations of the United States of America (including zero interest bearing State and Local Government Series) or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available monies then on deposit in the interest and sinking fund of the District established for the Series 2025 Bonds, be fully sufficient to pay and discharge the indebtedness on such Series 2025 Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

(i) *Unclaimed Monies.* Any money held in any fund created pursuant to this Resolution, or by the Paying Agent or an escrow agent in trust, for the payment of the principal of, redemption premium, if any, or interest on the Series 2025 Bonds and remaining unclaimed for two years after the principal of all of the Series 2025 Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to any interest and sinking fund of the District for payment of any outstanding Bonds of the District payable from the fund; or, if no such Bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

Section 8. Paying Agent. (a) *Appointment; Payment of Fees and Expenses.* This Board of Trustees does hereby consent to and confirm the appointment of The Bank of New York Mellon Trust Company, N.A., to act as the initial Paying Agent for the Series 2025 Bonds. All fees and expenses of the Paying Agent shall be the sole responsibility of the District, and to the extent not paid from the proceeds of sale of the Series 2025 Bonds, or from the interest and sinking fund of the District established for the Series 2025 Bonds, insofar as permitted by law, including specifically by Section 15232 of the California Education Code, such fees and expenses shall be paid by the District.

(b) *Resignation, Removal and Replacement of Paying Agent.* The Paying Agent initially appointed or any successor Paying Agent may resign from service as Paying Agent and may be removed at any time by the District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign or be removed, the District shall appoint a successor Paying Agent, which shall be the Treasurer of the County, including his or her designated agents and any third party that the Treasurer contracts with to perform the services of Paying Agent under this Resolution, or any bank, trust company, national banking association or other financial institution, doing business in and having a corporate trust office in California, with at least \$100,000,000 in net assets.

(c) *Principal Corporate Trust Office.* The initial Paying Agent, and any successor Paying Agent, shall designate each place or places where it will conduct the functions of transfer, registration, exchange, payment, and surrender of the Series 2025 Bonds, and any reference herein to the "principal corporate trust office" of the Paying Agent shall mean the office so designated for a particular purpose, which includes the office of the Treasurer of the County, or the office of the Treasurer's designated agents, if the Treasurer of the County is acting in the capacity of Paying Agent. If no office is so designated for a particular purpose, such functions shall be conducted at the office of The Bank of New York Mellon Trust Company, N.A. in Dallas, Texas, or the principal corporate trust office of any successor Paying Agent.

(d) *Registration Books.* The Paying Agent shall keep or cause to be kept at its principal corporate trust office, sufficient books for the registration and transfer of the Series 2025 Bonds, which shall at all times be open to inspection by the District and the County, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred on the Registration Books, Series 2025 Bonds as provided in Sections 9 and 10 hereof. The Paying Agent shall keep accurate records of all funds administered by it and of all Series 2025 Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the District in a format mutually agreeable to the Paying Agent, the District and the County.

(e) *Merger or Consolidation.* Any bank, national banking association or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national banking association or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national banking association or trust company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, national banking association or trust company shall be eligible under subsection (b) of this Section shall be the successor to such Paying Agent, without the

execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 9. Transfer Under Book-Entry System; Discontinuation of Book-Entry System. (a) *Appointment of Depository; Book-Entry System.* Unless otherwise specified in the Bond Purchase Agreement, DTC is hereby appointed depository for each series of the Series 2025 Bonds and the Series 2025 Bonds shall be issued in book-entry form only, and shall be initially registered in the name of “Cede & Co.,” as nominee of DTC. One bond certificate shall be issued for each maturity of each series or subseries of the Series 2025 Bonds; provided, however, that if different CUSIP numbers are assigned to Series 2025 Bonds of a series or subseries maturing in a single year or, if Series 2025 Bonds of the same series or subseries maturing in a single year are issued with different interest rates, additional bond certificates shall be prepared for each such maturity. Registered ownership of such Series 2025 Bonds of each such maturity, or any portion thereof, may not thereafter be transferred except as provided in this Section or Section 10 hereof:

(i) To any successor of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section (a “substitute depository”); provided, however that any successor of DTC, as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository; provided that no substitute depository which is not objected to by the District can be obtained, or (2) a determination by the District that it is in the best interests of the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

(b) *Transfers.* In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section, upon receipt of the outstanding Series 2025 Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new Series 2025 Bond for each maturity shall be executed and delivered (in the aggregate principal amount of such Series 2025 Bonds then outstanding), registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section, upon receipt of the outstanding Series 2025 Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new Series 2025 Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the names of such persons, as are requested in such written request of the District, subject to the limitations of Section 5 hereof and the receipt of such a written request of the District, and

thereafter, the Series 2025 Bonds shall be transferred pursuant to the provisions set forth in Section 10 hereof; provided, however, that the Paying Agent shall not be required to deliver such new Series 2025 Bonds within a period of less than 60 days after the receipt of any such written request of the District.

(c) *Partial or Advance Refundings.* In the case of partial redemption or an advance refunding of the Series 2025 Bonds evidencing all or a portion of the principal amount then outstanding, DTC shall make an appropriate notation on the Series 2025 Bonds indicating the date and amounts of such reduction in principal.

(d) *Treatment of Registered Owner.* The District and the Paying Agent shall be entitled to treat the person in whose name any Series 2025 Bond is registered as the owner thereof, notwithstanding any notice to the contrary received by the District or the Paying Agent; and the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Series 2025 Bonds, and neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party, including DTC or its successor (or substitute depository or its successor), except for the Owner of any Series 2025 Bonds.

(e) *Form of Payment.* So long as the outstanding Series 2025 Bonds are registered in the name of Cede & Co. or its registered assigns, the District and the Paying Agent shall cooperate with Cede & Co., as sole registered Owner, or its registered assigns in effecting payment of the principal of and interest on the Series 2025 Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

Section 10. Transfer and Exchange. (a) *Transfer.* Following the termination or removal of DTC or successor depository pursuant to Section 9 hereof, any Series 2025 Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Series 2025 Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Series 2025 Bond or Series 2025 Bonds shall be surrendered for transfer, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, a new Series 2025 Bond or Series 2025 Bonds, of the same series, maturity, Interest Payment Date and interest rate or rates (for a like aggregate principal amount). The Paying Agent may require the payment by any Owner of Series 2025 Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of any Series 2025 Bond shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Series 2025 Bonds for redemption, and (ii) after any Series 2025 Bond has been selected for redemption.

(b) *Exchange.* The Series 2025 Bonds may be exchanged for Series 2025 Bonds of other authorized denominations of the same series, maturity, Interest Payment Date and interest

rate or rates, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Series 2025 Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed request for exchange in a form approved by the Paying Agent.

Whenever any Series 2025 Bond or Series 2025 Bonds shall be surrendered for exchange, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, a new Series 2025 Bond or Series 2025 Bonds of the same series, maturity and interest payment mode and interest rate or rates (for a like aggregate principal amount). The Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchange of any Series 2025 Bonds shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Series 2025 Bonds for redemption, and (ii) after any Series 2025 Bond has been selected for redemption.

Section 11. Bond Purchase Agreement; Sale of Bonds. (a) *Bond Purchase Agreement.* The form of Bond Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Bond Purchase Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that (a) the true interest cost for the Series 2025 Bonds shall not be in excess of 6.00%, (b) the interest rates on the Series 2025 Bonds shall not exceed 8.00% per annum, (c) the ratio of total debt service to principal of the Series 2025 Bonds shall not exceed four to one, (d) the Underwriter's discount for the sale of Series 2025 Bonds shall not exceed 1.50% of the principal amount of such Series 2025 Bonds (exclusive of any costs of issuance the Underwriter contracts to pay), and (e) the Series 2025 Bonds shall otherwise conform to the limitations specified herein.

The Bond Purchase Agreement shall recite the aggregate principal amount of the Series 2025 Bonds, and the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual Interest Payment Dates thereof, and the terms of optional and mandatory sinking fund redemption thereof, if any.

(b) *Method of Sale.* The Board of Trustees hereby finds and determines that the sale of the Series 2025 Bonds at negotiated sale as contemplated herein and by the Bond Purchase Agreement will provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Series 2025 Bonds to fit the needs of particular purchasers, and greater opportunity for the Underwriter to pre-market the Series 2025 Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds.

(c) *Reserves and Capitalized Interest.* In accordance with subsections (i) and (j) of Section 15146 of the California Education Code, the Authorized Officers are each hereby authorized to cause to be deposited in the interest and sinking fund of the District established for the Series 2025 Bonds proceeds of sale of the Series 2025 Bonds (in addition to any premium or accrued interest received by the District) to fund (i) an annual reserve permitted by Section 15250

of the California Education Code, and/or (ii) capitalized interest in an amount not exceeding the interest scheduled to become due on the Series 2025 Bonds for a period of two years from the date of issuance of the Series 2025 Bonds, as shall be set forth in the Bond Purchase Agreement, if any such a deposit is deemed by the Authorized Officer executing the same to be in the best interests of the District.

(d) *Good Faith Estimates.* In accordance with California Government Code Section 5852.1 and subsection (b)(1)(D) of Section 15146 of the California Education Code, good faith estimates of the following have been obtained from the Municipal Advisor and the Underwriter and are set forth on Exhibit A attached hereto: (i) the true interest cost of the Series 2025 Bonds, (ii) the sum of all fees and charges paid to third parties with respect to the Series 2025 Bonds, (iii) the amount of proceeds of the Series 2025 Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Series 2025 Bonds, and (iv) the sum total of all debt service payments on the Series 2025 Bonds calculated to the final maturity of the Series 2025 Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Series 2025 Bonds. In accordance with Section 15146(d) of the California Education Code, the actual costs associated with the issuance of the Series 2025 Bonds shall be presented to this Board of Trustees at its next scheduled public meeting following the sale of the Series 2025 Bonds.

(e) *Costs of Issuance.* In accordance with subsection (h) of Section 15146 of the California Education Code, to the extent not contracted to be paid by the Underwriter, the Authorized Officers are each hereby authorized to cause to be deposited in a costs of issuance account, which may be held by a bank, national banking association or trust company meeting the qualifications necessary to be a paying agent set forth in Section 8, as cost of issuance administrator, proceeds of sale of the Series 2025 Bonds (exclusive of any premium or accrued interest received by the District) in an amount not exceeding 2.00% of the principal amount of the Series 2025 Bonds sold, as shall be set forth in the Bond Purchase Agreement, for the purposes of paying the costs associated with the issuance of the Series 2025 Bonds.

Section 12. Continuing Disclosure Certificate. The Continuing Disclosure Certificate, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Continuing Disclosure Certificate in substantially said form, as is necessary to cause the requirements of Rule 15c2-12 to be satisfied, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such determination, requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Certificate by such Authorized Officer.

Section 13. Preliminary Official Statement. The Preliminary Official Statement to be distributed in connection with the public offering of the Series 2025 Bonds, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, with such changes, insertions and omissions as may be approved by an Authorized Officer, is hereby approved, and the use of such Preliminary Official Statement by the Underwriter in connection with the offering and sale of the Series 2025 Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the District that such Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12

(except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12). If and to the extent it is necessary to make substantial changes to the Preliminary Official Statement prior to the offering and sale of the Series 2025 Bonds, the use of the Preliminary Official Statement in connection with the offering and sale of the Series 2025 Bonds, and the certification of its finality within the meaning of Rule 15c2-12 by an Authorized Officer, shall follow the distribution to the Board of Trustees of a revised draft of the Preliminary Official Statement with accompanying directions and instructions to members of the Board of Trustees to review the revised Preliminary Official Statement and provide comments to such Authorized Officer.

Section 14. Official Statement. The preparation and delivery of an Official Statement with respect to the Series 2025 Bonds, and its use by the Underwriter in connection with the offering and sale of the Series 2025 Bonds, is hereby authorized and approved. Such Official Statement shall be in substantially the form of the Preliminary Official Statement distributed in connection with the public offering of the Series 2025 Bonds with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the final Official Statement with respect to the Series 2025 Bonds and any amendment or supplement thereto and thereupon to cause such final Official Statement and any such amendment or supplement to be delivered to the Underwriter.

Section 15. Investment of Proceeds. (a) *Deposit of Proceeds.* As provided in subsection (g) of Section 15146 of the California Education Code, (i) except as permitted by subsections (h), (i) or (j) of Section 15146 of the California Education Code, the proceeds of the sale of the Series 2025 Bonds, exclusive of any premium or accrued interest received by the District, shall be deposited in the County treasury to the credit of the building fund of the District established for the Series 2025 Bonds, (ii) the proceeds deposited in the building fund of the District established for the Series 2025 Bonds shall be drawn out as other school monies are drawn out, and (iii) the bond proceeds withdrawn shall not be applied to any purposes other than those for which the Series 2025 Bonds were issued. In accordance with subsection (g) of Section 15146 of the California Education Code, at no time shall the proceeds of the Series 2025 Bonds be withdrawn by the District for investment outside the County treasury. Amounts in the building fund of the District established for the Series 2025 Bonds shall be invested so as to be available for the aforementioned disbursements and the District shall keep a written record of such disbursements. Pursuant to subsection (g) of Section 15146 of the California Education Code, any premium or accrued interest received by the District from the sale of the Series 2025 Bonds, shall be deposited in the interest and sinking fund of the District established for the Series 2025 Bonds.

(b) *Investment of Proceeds.* All funds held in the interest and sinking fund of the District established for the Series 2025 Bonds shall be invested at the discretion of the Treasurer of the County pursuant to State law, including California Government Code Section 53601 *et. seq.*, and the investment policy of the County, as either may be amended or supplemented from time to time. Proceeds of the Series 2025 Bonds held in the building fund of the District established for the Series 2025 Bonds shall be invested at the discretion of the Treasurer of the County pursuant to State law, including California Government Code Section 53601 *et. seq.*, and the investment policy of the County, as either may be amended or supplemented from time to time.

(c) *Investment Agreements.* To the extent permitted by law, at the written request of an Authorized Officer, each of whom is hereby expressly authorized to make such request, all or any portion of the building fund of the District established for the Series 2025 Bonds may be invested on behalf of the District, in investment agreements, including guaranteed investment contracts, float contracts or other investment products (collectively, "Investment Agreements"), which comply with the requirements of each rating agency then rating the Series 2025 Bonds necessary in order to maintain the then-current rating on the Series 2025 Bonds. Pursuant to Section 5922 of the California Government Code, the Board of Trustees hereby finds and determines that the Investment Agreements will reduce the amount and duration of interest rate risk with respect to amounts invested pursuant to the Investment Agreements and are designed to reduce the amount or duration of payment, rate, spread or similar risk or result in a lower cost of borrowing when used in combination with the Series 2025 Bonds or enhance the relationship between risk and return with respect to investments of proceeds of the Series 2025 Bonds and funds held to pay the Series 2025 Bonds.

Section 16. Tax Covenants. (a) *General.* The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on any Tax-Exempt Series 2025 Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District hereby covenants that it will comply with the requirements of the Tax Certificate to be executed by the District on the date of issuance of any Tax-Exempt Series 2025 Bonds. The provisions of this subsection (a) shall survive payment in full or defeasance of the Series 2025 Bonds.

(b) *Yield Restriction.* In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any monies held by the Treasurer of the County on behalf of the District, in accordance with this Resolution or pursuant to law, the District shall so request of the Treasurer of the County in writing, and the District shall make its best efforts to ensure that the Treasurer of the County shall take such action as may be necessary in accordance with such instructions.

(c) *Reliance on Opinion of Bond Counsel.* Notwithstanding any provision of this Section, if the District shall provide to the Treasurer of the County an Opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on any Tax-Exempt Series 2025 Bonds under Section 103 of the Code, the Treasurer of the County may conclusively rely on such Opinion of Bond Counsel in complying with the requirements of this Section and each Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

(d) *Bank Qualified Designation.* If it is reasonably anticipated that the amount of qualified tax-exempt obligations which has been and will be issued by the District, or by any other entity on behalf of the District, in a calendar year in which Tax-Exempt Series 2025 Bonds are issued hereunder, does not exceed \$10,000,000, each Authorized Officer is authorized to designate such Tax-Exempt Series 2025 Bonds to be qualified tax-exempt obligations pursuant to Section 265(b)(3)(B) of the Code.

Section 17. Professional Services. Isom Advisors, a Division of Urban Futures, Inc. shall serve as Municipal Advisor to the District for the Series 2025 Bonds. Orrick, Herrington & Sutcliffe LLP shall serve as bond counsel and disclosure counsel to the District for the Series 2025 Bonds. D.A. Davidson & Co., shall serve as Underwriter for the Series 2025 Bonds.

Section 18. Delegation of Authority. The Authorized Officers are, and each of them is, hereby authorized and directed, jointly and severally, to execute and deliver, for and on behalf of the District, any and all agreements, documents, certificates and instruments, and to do and cause to be done any and all things, which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, without limitation negotiating the terms of the insurance policy, if any, referred to herein.

Section 19. Approval of Actions. All actions heretofore taken by the officers, employees and agents of the District with respect to the issuance and sale of the Series 2025 Bonds, or in connection with or related to any of the agreements, documents, certificates or instruments referred to herein, are hereby approved, confirmed and ratified.

Section 20. Debt Management Policy; Notice to California Debt and Investment Advisory Commission. With the passage of this Resolution, the Board of Trustees hereby certifies that the Debt Management Policy complies with California Government Code Section 8855(i), and that the Series 2025 Bonds authorized to be issued pursuant to this Resolution are consistent with such policy, and instructs Bond Counsel, on behalf of the District, with respect to each series of Series 2025 Bonds issued pursuant to this Resolution, (a) to cause notices of the proposed sale and final sale of the Series 2025 Bonds to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to California Government Code Section 8855, and (b) to check, on behalf of the District, the “Yes” box relating to such certifications in the notice of proposed sale filed pursuant to California Government Code Section 8855.

Section 21. Electronic Signatures; DocuSign. The Board of Trustees hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

Section 22. Filing with County. The Superintendent, or such other officer or employee of the District as the Superintendent may designate, is hereby authorized and directed to report to the Auditor-Controller of the County the final terms of sale of the Series 2025 Bonds, and to file with the Auditor-Controller and with the Treasurer of the County a copy of the executed Bond Purchase Agreement and this Resolution, and the schedule of amortization of the principal of and payment of interest on the Series 2025 Bonds, and to file with the Treasurer of the County a proposed schedule of draws on the building fund of the District established for the Series 2025 Bonds, and this Resolution shall serve as the notice required to be given by Section 15140(c) of the California Education Code and as the District’s request to the Auditor-Controller of the County and the Board of Supervisors of the County to propose and adopt in each year a tax rate applicable to all taxable property of the District for payment of the Series 2025 Bonds, pursuant to law; and to the other officers of the County to levy and collect said taxes for the payment of the Series 2025

Bonds, to pay in a timely manner to the Paying Agent on behalf of the Owners of the Series 2025 Bonds the principal, interest, and premium, if any, due on the Series 2025 Bonds in each year, and to create in the County treasury to the credit of the District a building fund and an interest and sinking fund for the Series 2025 Bonds pursuant to Section 15146 of the California Education Code.

Section 23. Contract with Bondholders. The provisions of this Resolution shall be a contract with each and every Owner of Bonds and the duties of the District and of the Board of Trustees and the officers of the District shall be enforceable by any Owner of Bonds by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction.

Section 24. Amendments. This Resolution may be modified or amended without the consent of the Owners of the Series 2025 Bonds (a) to add to the covenants and agreements of the District in this Resolution contained other covenants and agreements thereafter to be observed or to surrender any right or power herein reserved to or conferred upon the District, (b) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision contained in this Resolution, (c) to permit the qualification of this Resolution under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, (d) to cause interest on any Tax-Exempt Series 2025 Bonds to be excludable from gross income for purposes of federal income taxation by the United States of America; and (e) in any other respect whatsoever as the District may deem necessary or desirable, provided that such modification or amendment does not, as set forth in a written certificate of the District, materially adversely affect the interests of the Owners hereunder. For any other purpose, this Resolution may be modified or amended only with the consent of the Owners of a majority of the aggregate principal amount of all Series 2025 Bonds then outstanding; provided that any such modification or amendment to Section 6(f) or Section 23 shall require the consent of the Owners of a majority of the aggregate principal amount of all Bonds then outstanding. No such modification or amendment shall extend the maturity of, reduce the interest rate or redemption premium on or principal amount of any Series 2025 Bond or reduce the percentage of consent required for amendment hereof without the express consent of all the Owners so affected.

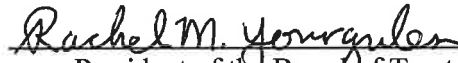
Section 25. Indemnification of County. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of any resolution by the Board of Supervisors of the County authorizing the District to issue and sell the Series 2025 Bonds without the further action of the Board of Supervisors pursuant to Sections 15140 and 15146 of the California Education Code, as permitted by Section 53508.7 of the California Government Code. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 26. Interpretation. The terms of this Resolution shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the issuance of, and issue, the Series 2025 Bonds in accordance with the

provisions of the agreements, documents, certificates and instruments described herein on the terms set forth in this Resolution.


Section 27. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED this day, March 19, 2025.



President of the Board of Trustees
of the Lone Pine Unified School District

ATTEST:



Clerk of the Board of Trustees
of the Lone Pine Unified School District

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Series 2025 Bonds in compliance with Section 15146(b)(1)(D) of the California Education Code and Section 5852.1 of the California Government Code. Such good faith estimates have been provided to the District by Isom Advisors, a Division of Urban Futures, Inc., as the District's financial advisor under California Education Code Section 15146(b)(1)(C) and the District's municipal advisor under Section 15B of the Securities Exchange Act of 1934 (the "Municipal Advisor"), and by D.A. Davidson & Co., the underwriter of the Series 2025 Bonds (the "Underwriter").

Principal Amount. The Municipal Advisor and the Underwriter have informed the District that, based on the District's financing plan and market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the aggregate principal amount of the Series 2025 Bonds to be sold in a public offering is \$3,800,000 (the "Estimated Principal Amount").

True Interest Cost of the Series 2025 Bonds. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series 2025 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the true interest cost of the Series 2025 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Series 2025 Bonds, is 4.73%.

Finance Charge of the Series 2025 Bonds. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series 2025 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the finance charge for the Series 2025 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Series 2025 Bonds), is \$266,913.38, as follows:

a)	Underwriter's Discount	\$57,000.00
b)	Credit Enhancement*	34,913.38
c)	Bond Counsel and Disbursements	41,500.00
d)	Disclosure Counsel and Disbursements	25,000.00
e)	Municipal Advisor and Disbursements	72,500.00
f)	Rating Agency	20,900.00
g)	Other Expenses	15,100.00

* A municipal bond insurance policy with respect to the Series 2025 Bonds may be obtained if economically advantageous to the District.

Amount of Proceeds to be Received. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series 2025 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the amount of proceeds expected to be received by the District for sale of the Series 2025 Bonds, less the finance charge of the Series 2025 Bonds, as estimated above, and

any reserves or capitalized interest paid or funded with proceeds of the Series 2025 Bonds, is \$3,625,000.00.

Total Payment Amount. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series 2025 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Series 2025 Bonds, plus the estimated finance charge for the Series 2025 Bonds, as described above, not paid with the proceeds of the Series 2025 Bonds, calculated to the final maturity of the Series 2025 Bonds, is \$7,665,162.36.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Series 2025 Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates for a variety of reasons, including, without limitation, due to (a) the market conditions prevailing on the actual date of the sale of the Series 2025 Bonds being different than the market conditions prevailing at the time of preparation of the estimates contained herein, (b) the actual principal amount of Series 2025 Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Series 2025 Bonds being different than the amortization assumed for purposes of preparing the estimates contained herein, (d) the actual interest rates at which the Series 2025 Bonds are sold being different than those estimated for purposes of preparing the estimates contained herein, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Series 2025 Bonds and the actual principal amount of Series 2025 Bonds sold will be determined by the District based on the need for project funds and other factors. The actual interest rates borne by the Series 2025 Bonds will depend on market conditions at the time of sale thereof. The actual amortization of the Series 2025 Bonds will also depend, in part, on market conditions at the time of sale thereof. Market conditions, including, without limitation, interest rates are affected by economic and other factors beyond the control of the District, the Municipal Advisor and the Underwriter. The Board of Trustees has approved the issuance of the Series 2025 Bonds with a maximum true interest cost of 6.00%.

EXHIBIT B

FORM OF SERIES 2025 BOND

Number	UNITED STATES OF AMERICA	Amount
R-__	STATE OF CALIFORNIA	\$_____
	COUNTY OF INYO	

**LONE PINE UNIFIED SCHOOL DISTRICT
(INYO COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS, ELECTION OF 2024, SERIES 2025**

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Dated as of</u>	<u>CUSIP No.</u>
_____ 1, 20__	_____ %	_____, 20__	_____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Lone Pine Unified School District, County of Inyo, State of California (the “District”), acknowledges itself obligated to and promises to pay to the Registered Owner identified above or registered assigns (the “Registered Owner”), on the Maturity Date set forth above or upon prior redemption hereof, the Principal Amount specified above in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Series 2025 Bond (unless this bond is authenticated after the close of business on a Record Date (as defined herein) and on or prior to the succeeding interest payment date, in which event it shall bear interest from such interest payment date, or unless this Series 2025 Bond is authenticated on or before _____ 15, 20__, in which event it shall bear interest from the date hereof) at the Interest Rate per annum stated above, payable commencing on _____ 1, 20__, and thereafter on February 1 and August 1 in each year, until payment of the Principal Amount. This Series 2025 Bond is issued pursuant to a Resolution adopted by the Board of Trustees of the District on March 19, 2025 (the “Resolution”). Capitalized undefined terms used herein have the meanings ascribed thereto in the Resolution.

The principal hereof is payable to the Registered Owner hereof upon the surrender hereof at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., the paying agent/registrar and transfer agent of the District (the “Paying Agent”). Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest hereon is payable to the person whose name appears on the bond registration books of the Paying Agent as the Registered Owner hereof as of the close of business on the 15th day of the month preceding an interest payment date (the “Record Date”), whether or not such day is a business day, such interest to be paid by check or draft mailed to such Registered Owner at the owner’s address as it appears on such registration books, or at such other address filed with the Paying Agent for that purpose. Upon written request, given no later than the Record Date immediately preceding an interest payment date, of the owner of Series 2025 Bonds aggregating at least \$1,000,000 in principal amount, interest will be paid by wire transfer in immediately available funds to an

account maintained in the United States as specified by the Registered Owner in such request. So long as Cede & Co. or its registered assigns shall be the Registered Owner of this Series 2025 Bond, payment shall be made in immediately available funds as provided in the Resolution hereinafter described.

This Series 2025 Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), in the aggregate principal amount of \$_____, and designated as “Lone Pine Unified School District (Inyo County, California) General Obligation Bonds, Election of 2024, Series 2025” (the “Series 2025 Bonds”). The Series 2025 Bonds were authorized by a vote of at least 55% percent of the voters voting at an election duly and legally called, held and conducted in the District on November 5, 2024. The Series 2025 Bonds are issued and sold by the Board of Trustees of the District pursuant to and in strict conformity with the provisions of the Constitution and laws of the State, and of the Resolution, and subject to the more particular terms specified in the Bond Purchase Agreement, dated _____, 2025 (the “Bond Purchase Agreement”), by and between the District and D.A. Davidson & Co., as underwriter.

The Series 2025 Bonds are issuable as fully registered bonds without coupons in the denomination of \$5,000 principal amount or any integral multiple thereof, provided that no Series 2025 Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution, Series 2025 Bonds may be exchanged for a like aggregate principal amount of Series 2025 Bonds of the same tenor, interest payment mode, and maturity of other authorized denominations.

This Series 2025 Bond is transferable by the Registered Owner hereof, in person or by attorney duly authorized in writing, at the principal corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Series 2025 Bond. Upon such transfer, a new Series 2025 Bond or Series 2025 Bonds of authorized denomination or denominations of the same tenor, interest payment mode, and same aggregate principal amount will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

[The Series 2025 Bonds are subject to optional and mandatory sinking fund redemption on the terms and subject to the conditions specified in the Resolution and the Bond Purchase Agreement. If this Series 2025 Bond is called for redemption and payment is duly provided therefor, interest shall cease to accrue hereon from and after the date fixed for redemption.]

The Board of Trustees of the District hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this Series 2025 Bond, is within the limit provided by law; that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this Series 2025 Bond have been done and performed in strict conformity with the laws authorizing the issuance of this Series 2025 Bond; and that this Series

2025 Bond is in substantially the form prescribed by order of the Board of Trustees of the District duly made and entered on its minutes. The Series 2025 Bonds represent an obligation payable out of the interest and sinking fund of the District established for the Series 2025 Bonds, and the money for the payment of principal of, premium, if any, and interest hereon, shall be raised by taxation upon the taxable property of the District.

Unless this Series 2025 Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Series 2025 Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), **ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL** inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

This Series 2025 Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

IN WITNESS WHEREOF, the Board of Trustees of the Lone Pine Unified School District, County of Inyo, State of California, has caused this Series 2025 Bond to be signed by its President and countersigned by the Clerk of said Board, as of the date set forth above.

President of the Board of Trustees of the
Lone Pine Unified School District

Countersigned:

Clerk of the Board of Trustees of the Lone
Pine Unified School District

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Series 2025 Bonds described in the within-mentioned Resolution and authenticated and registered on _____.

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., AS PAYING
AGENT**

By: _____
Authorized Officer

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned Series 2025 Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

I.D. Number

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Series 2025 Bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: _____

Signature Guarantee: _____

Note: Signature must be guaranteed by an eligible guarantor institution.

CLERK'S CERTIFICATE

I, Sophia Lomeli, Clerk of the Board of Trustees of the Lone Pine Unified School District, County of Inyo, California, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District held at the regular meeting place thereof on March 19, 2025, and entered in the minutes thereof, of which meeting all of the members of the Board of Trustees had due notice and at which a quorum thereof was present, and that at said meeting the resolution was adopted by the following vote:

AYES: 5

NOES: 0

ABSTAIN: 0

ABSENT: 0

An agenda of the meeting was posted at least 72 hours before the meeting at 301 South Hay Street, Lone Pine, California, a location freely accessible to members of the public, and on the District's website at https://www.lpusddist.org/apps/pages/index.jsp?uREC_ID=2829901&type=d&pREC_ID=2559748, and a brief description of the resolution appeared on the agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in the District administrative office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: 3/19, 2025



Clerk of the Board of Trustees of Lone Pine
Unified School District



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

April 8, 2025

Reference ID:
2025-181

Authorizarion for the Board of Trustees of the Owens Valley Unified School District to Issue and Sell General Obligation Bonds of the District

County Counsel
ACTION REQUIRED

ITEM SUBMITTED BY

John Vallejo, County Counsel

ITEM PRESENTED BY

John Vallejo, County Counsel

RECOMMENDED ACTION:

Approve Resolution No. 2025-10, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing the Board of Trustees of the Owens Valley Unified School District to Issue and Sell General Obligation Bonds of the District on its Own Behalf Pursuant to State Law," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

California Education Code section 15140 provides how bonds, after approval from the voters, may be issued. The default is for the County to issue the bonds, but the code also provides that the County may authorize the governing board of any school district over which the county superintendent of schools has jurisdiction, and which has not received a qualified or negative certification in its most recent interim report, may issue and sell bonds on its own behalf without further action of the board of supervisors.

The code further provides that whenever the governing board of a school district issues bonds or refunds bonds payable from ad valorem taxes the governing board shall transmit the authorizing resolution and debt service schedule, including the debt service schedule for the bonds to be refunded, to the county auditor and county treasurer in sufficient time to permit the county to establish tax rates and necessary funds or accounts for the bonds. The school district did transmit that resolution which is attached to this agenda item. That resolution confirms the eligibility of the school district to issue the bonds upon County authorization.

FISCAL IMPACT:

N/A

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this resolution, which would impose a duty to issue the bonds on the County instead of the School District.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Treasurer-Tax Collector

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

John Vallejo	Created/Initiated - 3/25/2025
Darcy Israel	Approved - 3/26/2025
John Vallejo	Approved - 3/26/2025
Amy Shepherd	Approved - 3/30/2025
Christie Martindale	Approved - 3/31/2025
John Vallejo	Approved - 3/31/2025
Nate Greenberg	Final Approval - 3/31/2025

ATTACHMENTS:

1. County Resolution Authorizing Direct Issuance (Inyo) - Owens Valley USD BONDS
2. Bond-Authorizing Resolution No. 2425-005 Owens Valley

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA, AUTHORIZING THE BOARD OF TRUSTEES
OF THE OWENS VALLEY UNIFIED SCHOOL DISTRICT TO ISSUE AND
SELL GENERAL OBLIGATION BONDS OF THE DISTRICT ON ITS
OWN BEHALF PURSUANT TO STATE LAW**

WHEREAS, at an election held on November 5, 2024 in the Owens Valley Unified School District (the “District”), County of Inyo (the “County”), State of California, more than fifty-five percent (55%) of the qualified electors of the District authorized the issuance of \$7,500,000 of general obligation bonds (the “Bonds”) to finance the acquisition, construction, and improvement of certain school facilities of the District;

WHEREAS, California Education Code section 15140(b) authorizes a county board of supervisors to provide by resolution that the governing board of a school district over which the county superintendent of schools has jurisdiction, and that has not received a qualified or negative certification in its most recent interim report, may issue and sell general obligation bonds of the district on its own behalf pursuant to the provisions of Chapter 1, Part 10, Division 1, Title 1 of the California Education Code (sections 15100-15262) without further action by the board of supervisors or officers of the county;

WHEREAS, the District is within the jurisdiction of the Inyo County Superintendent of Schools and the District has certified to this Board of Supervisors (this “Board”) that it has not received a qualified or negative certification in its most recent interim report;

WHEREAS, the District has requested that this Board authorize the District to issue and sell the Bonds on its own behalf.

NOW, THEREFORE, BE IT RESOLVED by this Board of Supervisors of the County of Inyo, as follows:

Section 1. Recitals. This Board hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Authorization of District Issuance and Sale of Bonds. Pursuant to California Education Code section 15140(b), this Board hereby authorizes the governing board of the District to issue and sell the Bonds on its own behalf (in one or more series and from time to time) under the provisions of Chapter 1, Part 10, Division 1, Title 1 of the Education Code. This Board and the officers of the County take no responsibility for the proceedings for issuance and sale of the Bonds.

Section 3. County Responsibilities. This Board shall, and this Board hereby authorizes and directs all the officers of the County to, in cooperation with the District, take such actions as may be necessary or convenient or otherwise required by law for the levy and collection of taxes, payment of bonds, and disposition of bond proceeds and tax funds in connection with the Bonds.

Section 4. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this ____ day of April, 2024, by the following vote:

AYES: --
NOES: --
ABSTAIN: --
ABSENT: --

SCOTT MARCELIN, Chairperson
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
 Clerk of the Board

By: _____
 Darcy Ellis, Assistant
 Assistant Clerk of the Board

RESOLUTION NO. 2425-005

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OWENS VALLEY UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$2,500,000 AGGREGATE PRINCIPAL AMOUNT OF BONDS OF THE DISTRICT BY A NEGOTIATED SALE, APPROVING A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE AND AN OFFICIAL STATEMENT FOR THE BONDS, AND AUTHORIZING RELATED ACTIONS

WHEREAS, an election was duly called and regularly held in the Owens Valley Unified School District (the “District”), located in the County of Inyo, California (the “County”), on November 5, 2024, at which the following proposition (as abbreviated pursuant to Section 13247 of the California Elections Code) was submitted to the electors of the District (the “Bond Measure”):

“To replace leaky roofs; construct/modernize and renovate classrooms, restrooms and school facilities; and make health, safety and security improvements; shall the Owens Valley Unified School District measure be adopted authorizing \$7,500,000 of bonds, at legal rates, raising on average \$402,000 annually as long as bonds are outstanding at a rate of approximately 4.900 cents per \$100 of assessed valuation, with annual audits, independent citizens’ oversight, NO money for administrator salaries and all money spent locally?”

and

WHEREAS, passage of the Bond Measure required at least a 55% affirmative vote of the votes cast therein, and at least 55% of the votes cast on the Bond Measure were in favor of issuing said bonds; and

WHEREAS, at this time, the Board of Trustees of the District (the “Board of Trustees”) deems it necessary and desirable to authorize and consummate the sale of a portion of the bonds, designated the “Owens Valley Unified School District (Inyo County, California) General Obligation Bonds, Election of 2024, Series 2025” (the “Series 2025 Bonds”), with such additional or other series or subseries designations as may be approved as herein provided, in an aggregate principal amount not exceeding \$2,500,000, for purposes of financing projects authorized to be financed under the Bond Measure, according to the terms and in the manner hereinafter set forth; and

WHEREAS, Sections 53506 *et seq.* of the California Government Code, including Section 53508.7 thereof, provide that a school district may issue and sell bonds on its own behalf at a private or negotiated sale pursuant to Sections 15140 and 15146 of the California Education Code; and

WHEREAS, Section 15140(b) of the California Education Code provides that the board of supervisors of a county may authorize a school district over which the county superintendent of schools has jurisdiction to issue and sell its own bonds without the further action of the board of supervisors or officers of the county if said school district has not received a qualified or negative certification in its most recent interim report; and

WHEREAS, the Inyo County Superintendent of Schools has jurisdiction over the District and the District has not received a qualified or negative certification in its most recent interim report; and

WHEREAS, the Series 2025 Bonds shall be issued and sold by the District on its own behalf at a negotiated sale pursuant to authorization to be obtained from the Board of Supervisors of the County; and

WHEREAS, the Board of Trustees has determined that enhancing the timely payment of the principal of and interest on the Series 2025 Bonds by obtaining a municipal bond insurance policy with respect thereto could be economically advantageous to the District; and

WHEREAS, a form of Bond Purchase Agreement (such Bond Purchase Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Bond Purchase Agreement”) to purchase the Series 2025 Bonds proposed to be entered into with D.A. Davidson & Co. (the “Underwriter”), has been prepared; and

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”) requires that, in order to be able to purchase or sell the Series 2025 Bonds, the Underwriter must have reasonably determined that the District has undertaken in a written agreement or contract for the benefit of the holders of the Series 2025 Bonds to provide disclosure of certain financial and operating information and certain enumerated events on an ongoing basis; and

WHEREAS, in order to cause such requirement to be satisfied, the District desires to execute and deliver a Continuing Disclosure Certificate (such Continuing Disclosure Certificate, in the form presented at this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Continuing Disclosure Certificate”), a form of which has been prepared; and

WHEREAS, the Preliminary Official Statement to be distributed in connection with the public offering of the Series 2025 Bonds has been prepared (such Preliminary Official Statement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Preliminary Official Statement”); and

WHEREAS, California Government Code Section 5852.1 and California Education Code Section 15146(b)(1)(D) require that the Board of Trustees obtain from an underwriter, financial advisor or private lender and disclose, prior to authorization of the issuance of bonds with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the bonds, (b) the sum of all fees and charges paid to third parties with respect to the bonds (or costs associated with the bonds as required under Section

15146(b)(1)(D) of the California Education Code), (c) the amount of proceeds of the bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the bonds, and (d) the sum total of all debt service payments on the bonds calculated to the final maturity of the bonds plus the fees and charges paid to third parties not paid with the proceeds of the bonds; and

WHEREAS, in compliance with California Government Code Section 5852.1 and California Education Code Section 15146(b)(1)(D), the Board of Trustees has obtained from Isom Advisors, a Division of Urban Futures, Inc. as financial advisor under California Education Code Section 15146(b)(1)(C) and as municipal advisor under Section 15B of the Securities Exchange Act of 1934 (the "Municipal Advisor"), and from the Underwriter, the required good faith estimates, including the costs associated with the Series 2025 Bonds, and such estimates are disclosed and set forth on Exhibit A attached hereto; and

WHEREAS, the District has previously adopted a local debt policy (the "Debt Management Policy") that complies with California Government Code Section 8855(i), and the District's sale and issuance of the Series 2025 Bonds as contemplated by this Resolution is in compliance with the Debt Management Policy; and

WHEREAS, the Board of Trustees has been presented with the form of each document referred to herein relating to the financing contemplated hereby, and the Board of Trustees has examined each document and desires to approve, authorize and direct the execution of such documents and the consummation of such financing; and

WHEREAS, the District desires that the County levy and collect a tax on all taxable property within the District sufficient to provide for payment of the Series 2025 Bonds, and intends by the adoption of this Resolution to notify the Board of Supervisors of the County, the Auditor-Controller of the County, the Treasurer-Tax Collector of the County and other officials of the County that they should take such actions as shall be necessary to provide for the levy and collection of such a tax and payment of principal of and interest on the Series 2025 Bonds, all pursuant to Sections 15250 and 15251 of the California Education Code; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Owens Valley Unified School District, County of Inyo, as follows:

Section 1. Recitals. All of the above recitals are true and correct and the Board of Trustees so finds and determines.

Section 2. Definitions. Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Resolution, have the meanings specified herein, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

“**Auditor-Controller**” means the Auditor-Controller of the County, or any authorized deputy thereof.

“**Authorized Officers**” means the President of the Board of Trustees, or such other member of the Board of Trustees as the President may designate, the Superintendent of the District, the Chief Business Official of the District, including anyone serving as an interim or provisional officer in such positions, or such other officer or employee of the District as the Superintendent may designate.

“**Board of Supervisors**” means the Board of Supervisors of the County.

“**Board of Trustees**” means the Board of Trustees of the District.

“**Bond Purchase Agreement**” means the Bond Purchase Agreement relating to the sale of the Series 2025 Bonds by and between the District and the Underwriter in accordance with the provisions hereof.

“**Bonds**” means all bonds, including refunding bonds, of the District heretofore or hereafter issued pursuant to voter-approved measures of the District, including bonds approved by the voters of the District on November 8, 2005, and pursuant to the Bond Measure.

“**Cede & Co.**” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2025 Bonds.

“**Code**” means the Internal Revenue Code of 1986.

“**Continuing Disclosure Certificate**” means the Continuing Disclosure Certificate executed and delivered by the District relating to the Series 2025 Bonds.

“**County**” means the County of Inyo.

“**District**” means the Owens Valley Unified School District.

“**DTC**” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for the Series 2025 Bonds, including any such successor thereto appointed pursuant to Section 9 hereof.

“**Interest Payment Date**” means February 1 and August 1 of each year, commencing on August 1, 2025, or such other dates as may be set forth in the Bond Purchase Agreement.

“**Investment Agreement**” shall have the meaning set forth in Section 15 hereof.

“**Municipal Advisor**” means Isom Advisors, a Division of Urban Futures, Inc. as financial advisor to the District under California Education Code Section 15146(b)(1)(C) and as municipal advisor to the District under Section 15B of the Securities Exchange Act of 1934.

“**Official Statement**” means the Official Statement of the District relating to the Series 2025 Bonds.

“Opinion of Bond Counsel” means an opinion of counsel of nationally recognized standing in the field of law relating to municipal bonds.

“Owner” means, with respect to any Bond, including any Series 2025 Bond, the person whose name appears on the Registration Books as the registered owner thereof.

“Paying Agent” means The Bank of New York Mellon Trust Company, N.A., or the Treasurer of the County, including his or her designated agents, or any bank, trust company, national banking association or other financial institution, appointed as Paying Agent to act as authenticating agent, bond registrar, transfer agent and paying agent for the Series 2025 Bonds in accordance with Section 8 hereof.

“Preliminary Official Statement” means the Preliminary Official Statement of the District relating to the Series 2025 Bonds.

“Record Date” means, with respect to any Interest Payment Date for Series 2025 Bonds, the 15th day of the calendar month immediately preceding such Interest Payment Date for such Series 2025 Bonds, whether or not such day is a business day, or such other date or dates as may be set forth in the Bond Purchase Agreement.

“Registration Books” means the books for the registration and transfer of the Series 2025 Bonds maintained by the Paying Agent in accordance with Section 8(d) hereof.

“Series 2025 Bonds” means the Bonds authorized and issued pursuant to this Resolution, in one or more series or subseries, designated the “Owens Valley Unified School District (Inyo County, California) General Obligation Bonds, Election of 2024, Series 2025,” with such additional or other series or subseries designations as may be approved as herein provided.

“State” means the State of California.

“Tax Certificate” means the Tax Certificate with respect to the Series 2025 Bonds not issued as Taxable Bonds, executed by the District, dated the date of issuance of such Series 2025 Bonds.

“Tax-Exempt” means, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code.

“Taxable Bonds” means those Series 2025 Bonds the interest on which is not Tax-Exempt.

“Treasurer” means the Treasurer-Tax Collector of the County, or any authorized deputy thereof.

“Underwriter” means D.A. Davidson & Co., as underwriter of the Series 2025 Bonds.

Section 3. Authorization and Designation of Bonds. Subject to the authorization of the District by the Board of Supervisors of the County to issue and sell the Series 2025 Bonds without the further action of the Board of Supervisors pursuant to Sections 15140 and 15146 of the California Education Code, as permitted by Section 53508.7 of the California Government Code, which authorization is hereby respectfully requested, the Series 2025 Bonds described herein are being issued pursuant to the authority of Article 4.5 of Chapter 3, of Part 1 of Division 2 of Title 5 of the California Government Code, and other applicable provisions of law, including applicable provisions of the California Education Code. The Board of Trustees hereby authorizes the issuance and sale, by a negotiated sale, of not to exceed \$2,500,000 aggregate principal amount of Series 2025 Bonds. The Series 2025 Bonds may be issued in one or more series or subseries and shall be designated "Owens Valley Unified School District (Inyo County, California) General Obligation Bonds, Election of 2024, Series 2025," with appropriate additional or other series or subseries designations as approved by an Authorized Officer. The proceeds of the Series 2025 Bonds, exclusive of any premium and accrued interest received by the District, shall be applied to finance projects authorized to be financed under the Bond Measure.

Section 4. Form of Bonds; Execution. (a) *Form of Series 2025 Bonds.* The Series 2025 Bonds shall be issued in fully registered form without coupons. The Series 2025 Bonds, and the certificate of authentication and registration and the form of assignment to appear on each of them, shall be in substantially the form attached hereto as Exhibit B, with necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution.

(b) *Execution of Bonds.* The Series 2025 Bonds shall be signed by the manual or facsimile signature of the President of the Board of Trustees, and countersigned by the manual or facsimile signature of the Clerk or Secretary of the Board of Trustees (or the designee of any of such respective officers if any are unavailable). The Series 2025 Bonds shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

(c) *Valid Authentication.* Only such of the Series 2025 Bonds as shall bear thereon a certificate of authentication and registration as described in subsection (a) of this Section, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of authentication and registration shall be conclusive evidence that the Series 2025 Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

(d) *Identifying Number.* The Paying Agent shall assign each Series 2025 Bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof at its principal office, which record shall be available to the District and the County for inspection.

Section 5. Terms of Bonds. (a) *Date of Series 2025 Bonds.* The Series 2025 Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the Bond Purchase Agreement.

(b) *Denominations.* The Series 2025 Bonds shall be issued in denominations of \$5,000 principal amount or any integral multiple thereof.

(c) *Maturity.* The Series 2025 Bonds shall mature on the date or dates, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the Bond Purchase Agreement. No Series 2025 Bond shall mature later than the date which is 30 years from the date of the Series 2025 Bonds, to be determined as provided in subsection (a) of this Section. No Series 2025 Bond shall have principal maturing on more than one principal maturity date.

(d) *Interest; Series 2025 Bonds.* The Series 2025 Bonds shall bear interest at an interest rate or rates not to exceed 8.00% per annum, payable on the Interest Payment Dates in each year computed on the basis of a 360-day year of twelve 30-day months. Each Series 2025 Bond shall bear interest from the Interest Payment Date for such Series 2025 Bond next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Payment Date for such Series 2025 Bond, in which event it shall bear interest from such Interest Payment Date for such Series 2025 Bond, or unless it is authenticated on or before the Record Date preceding the first Interest Payment Date for such Series 2025 Bond, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Series 2025 Bond, interest is in default on any outstanding Series 2025 Bonds, such Series 2025 Bond shall bear interest from the Interest Payment Date for such Series 2025 Bond to which interest has previously been paid or made available for payment on the outstanding Series 2025 Bonds.

(e) *Interest; Tax-Exempt or Taxable.* Each series or subseries of the Series 2025 Bonds or portion thereof may be issued such that the interest on such series or subseries of Series 2025 Bonds or portion thereof is Tax-Exempt or such that the interest on such series or subseries of Series 2025 Bonds or portion thereof is not Tax-Exempt. The Board of Trustees hereby finds and determines that, pursuant to Section 5903 of the California Government Code, the interest payable on each series or subseries of the Series 2025 Bonds or portion thereof issued as Taxable Bonds will be subject to federal income taxation under the Code in existence on the date of issuance of such series or subseries of Series 2025 Bonds.

Section 6. Payment of Bonds. (a) *Request for Tax Levy.* The money for the payment of principal, redemption premium, if any, and interest on the Series 2025 Bonds shall be raised by taxation upon all taxable property in the District and provision shall be made for the levy and collection of such taxes in the manner provided by law and for such payment out of the interest and sinking fund of the District established for such Series 2025 Bonds. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Series 2025 Bonds in such year, and to pay from such taxes all amounts due on the Series 2025 Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to redeem the Series 2025 Bonds, and to pay the principal, redemption premium, if any, and interest thereon, and all fees and expenses of the Paying Agent, insofar as permitted by law, including specifically by Section 15232 of the California Education Code, as and when the same become due.

(b) *Principal.* The principal of the Series 2025 Bonds shall be payable in lawful money of the United States of America to the Owner thereof, upon the surrender thereof at the principal corporate trust office of the Paying Agent.

(c) *Interest; Record Date.* The interest on the Series 2025 Bonds shall be payable on each Interest Payment Date in lawful money of the United States of America to the Owner thereof as of the Record Date preceding such Interest Payment Date, such interest to be paid by check or draft mailed on such Interest Payment Date (if a business day, or on the next business day if the Interest Payment Date does not fall on a business day) to such Owner at such Owner's address as it appears on the Registration Books or at such address as the Owner may have filed with the Paying Agent for that purpose except that the payment shall be made by wire transfer of immediately available funds to any Owner of at least \$1,000,000 in principal amount of outstanding Series 2025 Bonds who shall have requested in writing such method of payment of interest prior to the close of business on the Record Date immediately preceding any Interest Payment Date.

(d) *Interest and Sinking Fund.* Principal and interest due on the Series 2025 Bonds shall be paid from the interest and sinking fund of the District established for such Series 2025 Bonds as provided in Section 15146 of the California Education Code.

(e) *Obligation of the District.* No part of any fund or account of the County is pledged or obligated to the payment of the Series 2025 Bonds. The obligation for repayment of the Series 2025 Bonds is the sole obligation of the District.

(f) *Pledge of, Lien on and Security Interest in Taxes.* The District hereby pledges, and grants a lien on and security interest in, all revenues from the property taxes collected from the levy by the Board of Supervisors of the County with respect to each voter-approved bond measure of the District for the payment of Bonds issued under such bond measure and all amounts on deposit in any interest and sinking fund of the District related to such bond measure with respect to the Bonds of such bond measure, in order to secure the payment of the principal or redemption price of and interest on such Bonds. This pledge and grant shall be valid and binding from the date hereof for the benefit of the Owners of the Bonds and successors thereto. The property taxes and amounts held in any interest and sinking fund of the District shall be immediately subject to this pledge and grant, and the pledge and grant shall constitute a lien and security interest which shall immediately attach to (i) the property taxes and (ii) the amounts held in any interest and sinking fund of the District. This pledge and grant shall secure the payment of such Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge or grant and without the need of any physical delivery, recordation, filing, or further act. The pledge and grant is an agreement between the District and the Owners of Bonds to provide security for the Bonds in addition to any statutory lien that may exist, and the Bonds secured by the pledge and grant are or were issued to finance one or more of the projects specified in the applicable voter-approved measure.

(g) *Insurance.* The payment of principal of and interest on all or a portion of the Series 2025 Bonds may be enhanced by a municipal bond insurance policy as shall be described in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that no municipal bond insurance policy shall be obtained. The Authorized Officers are each hereby authorized to apply for, or cause to be applied for, municipal bond insurance for the Series 2025 Bonds and to obtain such insurance if doing so puts the Series 2025 Bonds (or portion thereof) and the marketing thereof on an economically advantageous basis and is deemed to be in the best interests of the District. The Authorized Officers are each hereby authorized, for and in the name and on behalf of

the District, to execute and deliver a contract or contracts for such insurance if such contract is deemed by the Authorized Officer executing the same to be in the best interests of the District, such determination to be conclusively evidenced by such Authorized Officer's execution and delivery of such contract. If the Authorized Officers so deem and obtain municipal bond insurance, and such insurance is issued by a mutual insurance company, the Authorized Officers are each hereby authorized to enter into any required mutual insurance agreement substantially in such insurer's standard form with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of such agreement by such Authorized Officer.

Section 7. Redemption Provisions. (a) *Optional Redemption.* The Series 2025 Bonds may be subject to redemption, at the option of the District, on the dates and terms as shall be designated in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that the Series 2025 Bonds shall not be subject to optional redemption.

(b) *Selection.* If less than all of the Series 2025 Bonds, if any, are subject to such redemption and are called for redemption, such Series 2025 Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District (or as otherwise set forth in the Bond Purchase Agreement), and if less than all of the Series 2025 Bonds of any given maturity are called for redemption, the portions of such Series 2025 Bonds of a given maturity to be redeemed shall be determined by lot in any manner deemed fair by the Paying Agent (or as otherwise set forth in the Bond Purchase Agreement).

(c) *Mandatory Sinking Fund Redemption.* The Series 2025 Bonds, if any, which are designated in the Bond Purchase Agreement as term bonds shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot (or as otherwise set forth in the Bond Purchase Agreement), from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in the Bond Purchase Agreement. Unless otherwise provided in the Bond Purchase Agreement, the principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately or as otherwise directed by the District by the amount of any Series 2025 Bonds of that maturity redeemed in accordance with subsection (a) of this Section prior to the mandatory sinking fund payment date. The Bond Purchase Agreement may provide that the Series 2025 Bonds shall not be subject to mandatory sinking fund redemption. The Auditor-Controller is hereby authorized to create such sinking funds or accounts for the term Series 2025 Bonds as shall be necessary to accomplish the purposes of this Section.

(d) *Notice of Redemption.* Notice of any redemption of the Series 2025 Bonds shall be mailed by the Paying Agent, postage prepaid, not less than 20 nor more than 60 days prior to the redemption date (i) by first class mail to the County and the respective Owners thereof at the addresses appearing on the Registration Books, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate.

Each notice of redemption shall state (i) the date of such notice; (ii) the name of the Series 2025 Bonds and the date of issue of the Series 2025 Bonds; (iii) the redemption date; (iv) the redemption price; (v) the series of Series 2025 Bonds and the dates of maturity or maturities of Series 2025 Bonds to be redeemed; (vi) if less than all of the Series 2025 Bonds of a series of any

maturity are to be redeemed, the distinctive numbers of the Series 2025 Bonds of each maturity of such series to be redeemed; (vii) in the case of Series 2025 Bonds of a series redeemed in part only, the respective portions of the principal amount of the Series 2025 Bonds of each maturity of such series to be redeemed; (viii) the CUSIP number, if any, of each maturity of Series 2025 Bonds of a series to be redeemed; (ix) a statement that such Series 2025 Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that further interest on such Series 2025 Bonds will not accrue after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

(e) *Effect of Notice.* A certificate of the Paying Agent that notice of redemption has been given to Owners as herein provided shall be conclusive as against all parties. Neither the failure to receive the notice of redemption as provided in this Section, nor any defect in such notice shall affect the sufficiency of the proceedings for the redemption of the Series 2025 Bonds called for redemption or the cessation of interest on the date fixed for redemption.

When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Series 2025 Bonds called for redemption is set aside for the purpose as described in subsection (g) of this Section, the Series 2025 Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Series 2025 Bonds at the place specified in the notice of redemption, such Series 2025 Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Series 2025 Bonds so called for redemption after such redemption date shall be entitled to payment thereof only from the interest and sinking fund of the District established therefor or the trust fund established for such purpose. All Series 2025 Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

(f) *Right to Rescind Notice.* The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the Owners of the Series 2025 Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption monies are not available in the interest and sinking fund established for the Series 2025 Bonds or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Series 2025 Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the Owner of any Series 2025 Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

(g) *Funds for Redemption.* Prior to or on the redemption date of any Series 2025 Bonds there shall be available in the interest and sinking fund of the District established for the Series 2025 Bonds, or held in trust for such purpose as provided by law, monies for the purpose and sufficient to redeem, at the redemption prices as in this Resolution provided, the Series 2025 Bonds designated in the notice of redemption. Such monies shall be applied on or after the redemption date solely for payment of principal of, interest and premium, if any, on the Series 2025 Bonds to

be redeemed upon presentation and surrender of such Series 2025 Bonds, provided that all monies in the interest and sinking fund of the District established for the Series 2025 Bonds shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the interest and sinking fund of the District established for the Series 2025 Bonds, unless otherwise provided to be paid from such monies held in trust. If, after all of the Series 2025 Bonds have been redeemed and cancelled or paid and cancelled, there are monies remaining in the interest and sinking fund of the District established for the Series 2025 Bonds or otherwise held in trust for the payment of the redemption price of the Series 2025 Bonds, the monies shall be held in or returned or transferred to any interest and sinking fund of the District for payment of any outstanding Bonds of the District payable from such fund; provided, however, that if the monies are part of the proceeds of Bonds of the District, the monies shall be transferred to the fund created for the payment of principal of and interest on such Bonds. If no such Bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

(h) *Defeasance of Bonds.* If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all of the outstanding Series 2025 Bonds all or any part of the principal, interest and premium, if any, on the Series 2025 Bonds at the times and in the manner provided herein and in the Series 2025 Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the obligation of the District and the County as provided in Section 6 hereof, and such obligation and all agreements and covenants of the District to such Owners hereunder and under the Series 2025 Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the Series 2025 Bonds, but only out of monies on deposit in the interest and sinking fund established for the Series 2025 Bonds or otherwise held in trust for such payment; and provided further, however, that the provisions of subsection (i) of this Section shall apply in all events.

For purposes of this Section, the District may pay and discharge any or all of the Series 2025 Bonds by depositing in trust with the Paying Agent or an escrow agent selected by the District, at or before maturity, money and/or non-callable direct obligations of the United States of America (including zero interest bearing State and Local Government Series) or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available monies then on deposit in the interest and sinking fund of the District established for the Series 2025 Bonds, be fully sufficient to pay and discharge the indebtedness on such Series 2025 Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

(i) *Unclaimed Monies.* Any money held in any fund created pursuant to this Resolution, or by the Paying Agent or an escrow agent in trust, for the payment of the principal of, redemption premium, if any, or interest on the Series 2025 Bonds and remaining unclaimed for two years after the principal of all of the Series 2025 Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to any interest and sinking fund of the District for payment of any outstanding Bonds of the District payable from the fund; or, if no such

Bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

Section 8. Paying Agent. (a) *Appointment; Payment of Fees and Expenses.* This Board of Trustees does hereby consent to and confirm the appointment of The Bank of New York Mellon Trust Company, N.A., to act as the initial Paying Agent for the Series 2025 Bonds. All fees and expenses of the Paying Agent shall be the sole responsibility of the District, and to the extent not paid from the proceeds of sale of the Series 2025 Bonds, or from the interest and sinking fund of the District established for the Series 2025 Bonds, insofar as permitted by law, including specifically by Section 15232 of the California Education Code, such fees and expenses shall be paid by the District.

(b) *Resignation, Removal and Replacement of Paying Agent.* The Paying Agent initially appointed or any successor Paying Agent may resign from service as Paying Agent and may be removed at any time by the District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign or be removed, the District shall appoint a successor Paying Agent, which shall be the Treasurer of the County, including his or her designated agents and any third party that the Treasurer contracts with to perform the services of Paying Agent under this Resolution, or any bank, trust company, national banking association or other financial institution, doing business in and having a corporate trust office in California, with at least \$100,000,000 in net assets.

(c) *Principal Corporate Trust Office.* The initial Paying Agent, and any successor Paying Agent, shall designate each place or places where it will conduct the functions of transfer, registration, exchange, payment, and surrender of the Series 2025 Bonds, and any reference herein to the "principal corporate trust office" of the Paying Agent shall mean the office so designated for a particular purpose, which includes the office of the Treasurer of the County, or the office of the Treasurer's designated agents, if the Treasurer of the County is acting in the capacity of Paying Agent. If no office is so designated for a particular purpose, such functions shall be conducted at the office of The Bank of New York Mellon Trust Company, N.A. in Dallas, Texas, or the principal corporate trust office of any successor Paying Agent.

(d) *Registration Books.* The Paying Agent shall keep or cause to be kept at its principal corporate trust office, sufficient books for the registration and transfer of the Series 2025 Bonds, which shall at all times be open to inspection by the District and the County, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred on the Registration Books, Series 2025 Bonds as provided in Sections 9 and 10 hereof. The Paying Agent shall keep accurate records of all funds administered by it and of all Series 2025 Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the District in a format mutually agreeable to the Paying Agent, the District and the County.

(e) *Merger or Consolidation.* Any bank, national banking association or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national banking association or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national banking association or trust company to which the Paying Agent may sell or transfer all or substantially all of its corporate

trust business, provided such bank, national banking association or trust company shall be eligible under subsection (b) of this Section shall be the successor to such Paying Agent, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 9. Transfer Under Book-Entry System; Discontinuation of Book-Entry System. (a) *Appointment of Depository; Book-Entry System.* Unless otherwise specified in the Bond Purchase Agreement, DTC is hereby appointed depository for each series of the Series 2025 Bonds and the Series 2025 Bonds shall be issued in book-entry form only, and shall be initially registered in the name of “Cede & Co.,” as nominee of DTC. One bond certificate shall be issued for each maturity of each series or subseries of the Series 2025 Bonds; provided, however, that if different CUSIP numbers are assigned to Series 2025 Bonds of a series or subseries maturing in a single year or, if Series 2025 Bonds of the same series or subseries maturing in a single year are issued with different interest rates, additional bond certificates shall be prepared for each such maturity. Registered ownership of such Series 2025 Bonds of each such maturity, or any portion thereof, may not thereafter be transferred except as provided in this Section or Section 10 hereof:

(i) To any successor of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section (a “substitute depository”); provided, however that any successor of DTC, as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository; provided that no substitute depository which is not objected to by the District can be obtained, or (2) a determination by the District that it is in the best interests of the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

(b) *Transfers.* In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section, upon receipt of the outstanding Series 2025 Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new Series 2025 Bond for each maturity shall be executed and delivered (in the aggregate principal amount of such Series 2025 Bonds then outstanding), registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section, upon receipt of the outstanding Series 2025 Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new Series 2025 Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the

names of such persons, as are requested in such written request of the District, subject to the limitations of Section 5 hereof and the receipt of such a written request of the District, and thereafter, the Series 2025 Bonds shall be transferred pursuant to the provisions set forth in Section 10 hereof; provided, however, that the Paying Agent shall not be required to deliver such new Series 2025 Bonds within a period of less than 60 days after the receipt of any such written request of the District.

(c) *Partial or Advance Refundings.* In the case of partial redemption or an advance refunding of the Series 2025 Bonds evidencing all or a portion of the principal amount then outstanding, DTC shall make an appropriate notation on the Series 2025 Bonds indicating the date and amounts of such reduction in principal.

(d) *Treatment of Registered Owner.* The District and the Paying Agent shall be entitled to treat the person in whose name any Series 2025 Bond is registered as the owner thereof, notwithstanding any notice to the contrary received by the District or the Paying Agent; and the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Series 2025 Bonds, and neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party, including DTC or its successor (or substitute depository or its successor), except for the Owner of any Series 2025 Bonds.

(e) *Form of Payment.* So long as the outstanding Series 2025 Bonds are registered in the name of Cede & Co. or its registered assigns, the District and the Paying Agent shall cooperate with Cede & Co., as sole registered Owner, or its registered assigns in effecting payment of the principal of and interest on the Series 2025 Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

Section 10. Transfer and Exchange. (a) *Transfer.* Following the termination or removal of DTC or successor depository pursuant to Section 9 hereof, any Series 2025 Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Series 2025 Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Series 2025 Bond or Series 2025 Bonds shall be surrendered for transfer, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, a new Series 2025 Bond or Series 2025 Bonds, of the same series, maturity, Interest Payment Date and interest rate or rates (for a like aggregate principal amount). The Paying Agent may require the payment by any Owner of Series 2025 Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of any Series 2025 Bond shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Series 2025 Bonds for redemption, and (ii) after any Series 2025 Bond has been selected for redemption.

(b) *Exchange.* The Series 2025 Bonds may be exchanged for Series 2025 Bonds of other authorized denominations of the same series, maturity, Interest Payment Date and interest rate or rates, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Series 2025 Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed request for exchange in a form approved by the Paying Agent.

Whenever any Series 2025 Bond or Series 2025 Bonds shall be surrendered for exchange, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, a new Series 2025 Bond or Series 2025 Bonds of the same series, maturity and interest payment mode and interest rate or rates (for a like aggregate principal amount). The Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchange of any Series 2025 Bonds shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Series 2025 Bonds for redemption, and (ii) after any Series 2025 Bond has been selected for redemption.

Section 11. Bond Purchase Agreement; Sale of Bonds. (a) *Bond Purchase Agreement.* The form of Bond Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Bond Purchase Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that (a) the true interest cost for the Series 2025 Bonds shall not be in excess of 6.00%, (b) the interest rates on the Series 2025 Bonds shall not exceed 8.00% per annum, (c) the ratio of total debt service to principal of the Series 2025 Bonds shall not exceed four to one, (d) the Underwriter's discount for the sale of Series 2025 Bonds shall not exceed 1.75% of the principal amount of such Series 2025 Bonds (exclusive of any costs of issuance the Underwriter contracts to pay), and (e) the Series 2025 Bonds shall otherwise conform to the limitations specified herein.

The Bond Purchase Agreement shall recite the aggregate principal amount of the Series 2025 Bonds, and the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual Interest Payment Dates thereof, and the terms of optional and mandatory sinking fund redemption thereof, if any.

(b) *Method of Sale.* The Board of Trustees hereby finds and determines that the sale of the Series 2025 Bonds at negotiated sale as contemplated herein and by the Bond Purchase Agreement will provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Series 2025 Bonds to fit the needs of particular purchasers, and greater opportunity for the Underwriter to pre-market the Series 2025 Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds.

(c) *Reserves and Capitalized Interest.* In accordance with subsections (i) and (j) of Section 15146 of the California Education Code, the Authorized Officers are each hereby authorized to cause to be deposited in the interest and sinking fund of the District established for

the Series 2025 Bonds proceeds of sale of the Series 2025 Bonds (in addition to any premium or accrued interest received by the District) to fund (i) an annual reserve permitted by Section 15250 of the California Education Code, and/or (ii) capitalized interest in an amount not exceeding the interest scheduled to become due on the Series 2025 Bonds for a period of two years from the date of issuance of the Series 2025 Bonds, as shall be set forth in the Bond Purchase Agreement, if any such a deposit is deemed by the Authorized Officer executing the same to be in the best interests of the District.

(d) *Good Faith Estimates.* In accordance with California Government Code Section 5852.1 and subsection (b)(1)(D) of Section 15146 of the California Education Code, good faith estimates of the following have been obtained from the Municipal Advisor and the Underwriter and are set forth on Exhibit A attached hereto: (i) the true interest cost of the Series 2025 Bonds, (ii) the sum of all fees and charges paid to third parties with respect to the Series 2025 Bonds, (iii) the amount of proceeds of the Series 2025 Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Series 2025 Bonds, and (iv) the sum total of all debt service payments on the Series 2025 Bonds calculated to the final maturity of the Series 2025 Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Series 2025 Bonds. In accordance with Section 15146(d) of the California Education Code, the actual costs associated with the issuance of the Series 2025 Bonds shall be presented to this Board of Trustees at its next scheduled public meeting following the sale of the Series 2025 Bonds.

(e) *Costs of Issuance.* In accordance with subsection (h) of Section 15146 of the California Education Code, to the extent not contracted to be paid by the Underwriter, the Authorized Officers are each hereby authorized to cause to be deposited in a costs of issuance account, which may be held by a bank, national banking association or trust company meeting the qualifications necessary to be a paying agent set forth in Section 8, as cost of issuance administrator, proceeds of sale of the Series 2025 Bonds (exclusive of any premium or accrued interest received by the District) in an amount not exceeding 2.00% of the principal amount of the Series 2025 Bonds sold, as shall be set forth in the Bond Purchase Agreement, for the purposes of paying the costs associated with the issuance of the Series 2025 Bonds.

Section 12. Continuing Disclosure Certificate. The Continuing Disclosure Certificate, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Continuing Disclosure Certificate in substantially said form, as is necessary to cause the requirements of Rule 15c2-12 to be satisfied, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such determination, requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Certificate by such Authorized Officer.

Section 13. Preliminary Official Statement. The Preliminary Official Statement to be distributed in connection with the public offering of the Series 2025 Bonds, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, with such changes, insertions and omissions as may be approved by an Authorized Officer, is hereby approved, and the use of such Preliminary Official Statement by the Underwriter in connection with the offering and sale of the Series 2025 Bonds is hereby authorized and approved. The

Authorized Officers are each hereby authorized to certify on behalf of the District that such Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12). If and to the extent it is necessary to make substantial changes to the Preliminary Official Statement prior to the offering and sale of the Series 2025 Bonds, the use of the Preliminary Official Statement in connection with the offering and sale of the Series 2025 Bonds, and the certification of its finality within the meaning of Rule 15c2-12 by an Authorized Officer, shall follow the distribution to the Board of Trustees of a revised draft of the Preliminary Official Statement with accompanying directions and instructions to members of the Board of Trustees to review the revised Preliminary Official Statement and provide comments to such Authorized Officer.

Section 14. Official Statement. The preparation and delivery of an Official Statement with respect to the Series 2025 Bonds, and its use by the Underwriter in connection with the offering and sale of the Series 2025 Bonds, is hereby authorized and approved. Such Official Statement shall be in substantially the form of the Preliminary Official Statement distributed in connection with the public offering of the Series 2025 Bonds with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the final Official Statement with respect to the Series 2025 Bonds and any amendment or supplement thereto and thereupon to cause such final Official Statement and any such amendment or supplement to be delivered to the Underwriter.

Section 15. Investment of Proceeds. (a) *Deposit of Proceeds.* As provided in subsection (g) of Section 15146 of the California Education Code, (i) except as permitted by subsections (h), (i) or (j) of Section 15146 of the California Education Code, the proceeds of the sale of the Series 2025 Bonds, exclusive of any premium or accrued interest received by the District, shall be deposited in the County treasury to the credit of the building fund of the District established for the Series 2025 Bonds, (ii) the proceeds deposited in the building fund of the District established for the Series 2025 Bonds shall be drawn out as other school monies are drawn out, and (iii) the bond proceeds withdrawn shall not be applied to any purposes other than those for which the Series 2025 Bonds were issued. In accordance with subsection (g) of Section 15146 of the California Education Code, at no time shall the proceeds of the Series 2025 Bonds be withdrawn by the District for investment outside the County treasury. Amounts in the building fund of the District established for the Series 2025 Bonds shall be invested so as to be available for the aforementioned disbursements and the District shall keep a written record of such disbursements. Pursuant to subsection (g) of Section 15146 of the California Education Code, any premium or accrued interest received by the District from the sale of the Series 2025 Bonds, shall be deposited in the interest and sinking fund of the District established for the Series 2025 Bonds.

(b) *Investment of Proceeds.* All funds held in the interest and sinking fund of the District established for the Series 2025 Bonds shall be invested at the discretion of the Treasurer of the County pursuant to State law, including California Government Code Section 53601 *et. seq.*, and the investment policy of the County, as either may be amended or supplemented from time to time. Proceeds of the Series 2025 Bonds held in the building fund of the District established for the Series 2025 Bonds shall be invested at the discretion of the Treasurer of the County pursuant

to State law, including California Government Code Section 53601 *et. seq.*, and the investment policy of the County, as either may be amended or supplemented from time to time.

(c) *Investment Agreements.* To the extent permitted by law, at the written request of an Authorized Officer, each of whom is hereby expressly authorized to make such request, all or any portion of the building fund of the District established for the Series 2025 Bonds may be invested on behalf of the District, in investment agreements, including guaranteed investment contracts, float contracts or other investment products (collectively, "Investment Agreements"), which comply with the requirements of each rating agency then rating the Series 2025 Bonds necessary in order to maintain the then-current rating on the Series 2025 Bonds. Pursuant to Section 5922 of the California Government Code, the Board of Trustees hereby finds and determines that the Investment Agreements will reduce the amount and duration of interest rate risk with respect to amounts invested pursuant to the Investment Agreements and are designed to reduce the amount or duration of payment, rate, spread or similar risk or result in a lower cost of borrowing when used in combination with the Series 2025 Bonds or enhance the relationship between risk and return with respect to investments of proceeds of the Series 2025 Bonds and funds held to pay the Series 2025 Bonds.

Section 16. Tax Covenants. (a) *General.* The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on any Tax-Exempt Series 2025 Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District hereby covenants that it will comply with the requirements of the Tax Certificate to be executed by the District on the date of issuance of any Tax-Exempt Series 2025 Bonds. The provisions of this subsection (a) shall survive payment in full or defeasance of the Series 2025 Bonds.

(b) *Yield Restriction.* In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any monies held by the Treasurer of the County on behalf of the District, in accordance with this Resolution or pursuant to law, the District shall so request of the Treasurer of the County in writing, and the District shall make its best efforts to ensure that the Treasurer of the County shall take such action as may be necessary in accordance with such instructions.

(c) *Reliance on Opinion of Bond Counsel.* Notwithstanding any provision of this Section, if the District shall provide to the Treasurer of the County an Opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on any Tax-Exempt Series 2025 Bonds under Section 103 of the Code, the Treasurer of the County may conclusively rely on such Opinion of Bond Counsel in complying with the requirements of this Section and each Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

(d) *Bank Qualified Designation.* If it is reasonably anticipated that the amount of qualified tax-exempt obligations which has been and will be issued by the District, or by any other entity on behalf of the District, in a calendar year in which Tax-Exempt Series 2025 Bonds are issued hereunder, does not exceed \$10,000,000, each Authorized Officer is authorized to designate

such Tax-Exempt Series 2025 Bonds to be qualified tax-exempt obligations pursuant to Section 265(b)(3)(B) of the Code.

Section 17. Professional Services. Isom Advisors, a Division of Urban Futures, Inc. shall serve as Municipal Advisor to the District for the Series 2025 Bonds. Orrick, Herrington & Sutcliffe LLP shall serve as bond counsel and disclosure counsel to the District for the Series 2025 Bonds. D.A. Davidson & Co., shall serve as Underwriter for the Series 2025 Bonds.

Section 18. Delegation of Authority. The Authorized Officers are, and each of them is, hereby authorized and directed, jointly and severally, to execute and deliver, for and on behalf of the District, any and all agreements, documents, certificates and instruments, and to do and cause to be done any and all things, which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, without limitation negotiating the terms of the insurance policy, if any, referred to herein.

Section 19. Approval of Actions. All actions heretofore taken by the officers, employees and agents of the District with respect to the issuance and sale of the Series 2025 Bonds, or in connection with or related to any of the agreements, documents, certificates or instruments referred to herein, are hereby approved, confirmed and ratified.

Section 20. Debt Management Policy; Notice to California Debt and Investment Advisory Commission. With the passage of this Resolution, the Board of Trustees hereby certifies that the Debt Management Policy complies with California Government Code Section 8855(i), and that the Series 2025 Bonds authorized to be issued pursuant to this Resolution are consistent with such policy, and instructs Bond Counsel, on behalf of the District, with respect to each series of Series 2025 Bonds issued pursuant to this Resolution, (a) to cause notices of the proposed sale and final sale of the Series 2025 Bonds to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to California Government Code Section 8855, and (b) to check, on behalf of the District, the “Yes” box relating to such certifications in the notice of proposed sale filed pursuant to California Government Code Section 8855.

Section 21. Electronic Signatures; DocuSign. The Board of Trustees hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

Section 22. Filing with County. The Superintendent, or such other officer or employee of the District as the Superintendent may designate, is hereby authorized and directed to report to the Auditor-Controller of the County the final terms of sale of the Series 2025 Bonds, and to file with the Auditor-Controller and with the Treasurer of the County a copy of the executed Bond Purchase Agreement and this Resolution, and the schedule of amortization of the principal of and payment of interest on the Series 2025 Bonds, and to file with the Treasurer of the County a proposed schedule of draws on the building fund of the District established for the Series 2025 Bonds, and this Resolution shall serve as the notice required to be given by Section 15140(c) of the California Education Code and as the District’s request to the Auditor-Controller of the County

and the Board of Supervisors of the County to propose and adopt in each year a tax rate applicable to all taxable property of the District for payment of the Series 2025 Bonds, pursuant to law; and to the other officers of the County to levy and collect said taxes for the payment of the Series 2025 Bonds, to pay in a timely manner to the Paying Agent on behalf of the Owners of the Series 2025 Bonds the principal, interest, and premium, if any, due on the Series 2025 Bonds in each year, and to create in the County treasury to the credit of the District a building fund and an interest and sinking fund for the Series 2025 Bonds pursuant to Section 15146 of the California Education Code.

Section 23. Contract with Bondholders. The provisions of this Resolution shall be a contract with each and every Owner of Bonds and the duties of the District and of the Board of Trustees and the officers of the District shall be enforceable by any Owner of Bonds by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction.

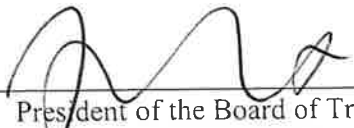
Section 24. Amendments. This Resolution may be modified or amended without the consent of the Owners of the Series 2025 Bonds (a) to add to the covenants and agreements of the District in this Resolution contained other covenants and agreements thereafter to be observed or to surrender any right or power herein reserved to or conferred upon the District, (b) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision contained in this Resolution, (c) to permit the qualification of this Resolution under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, (d) to cause interest on any Tax-Exempt Series 2025 Bonds to be excludable from gross income for purposes of federal income taxation by the United States of America; and (e) in any other respect whatsoever as the District may deem necessary or desirable, provided that such modification or amendment does not, as set forth in a written certificate of the District, materially adversely affect the interests of the Owners hereunder. For any other purpose, this Resolution may be modified or amended only with the consent of the Owners of a majority of the aggregate principal amount of all Series 2025 Bonds then outstanding; provided that any such modification or amendment to Section 6(f) or Section 23 shall require the consent of the Owners of a majority of the aggregate principal amount of all Bonds then outstanding. No such modification or amendment shall extend the maturity of, reduce the interest rate or redemption premium on or principal amount of any Series 2025 Bond or reduce the percentage of consent required for amendment hereof without the express consent of all the Owners so affected.

Section 25. Indemnification of County. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of any resolution by the Board of Supervisors of the County authorizing the District to issue and sell the Series 2025 Bonds without the further action of the Board of Supervisors pursuant to Sections 15140 and 15146 of the California Education Code, as permitted by Section 53508.7 of the California Government Code. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 26. Interpretation. The terms of this Resolution shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the issuance of, and issue, the Series 2025 Bonds in accordance with the provisions of the agreements, documents, certificates and instruments described herein on the terms set forth in this Resolution.

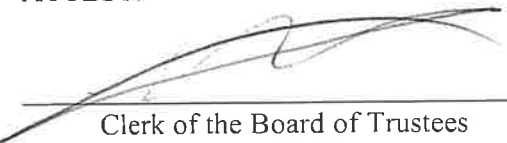
Section 27. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED this day, March 10, 2025.



President of the Board of Trustees
of the Owens Valley Unified School District

ATTEST:



Clerk of the Board of Trustees
of the Owens Valley Unified School
District

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Series 2025 Bonds in compliance with Section 15146(b)(1)(D) of the California Education Code and Section 5852.1 of the California Government Code. Such good faith estimates have been provided to the District by Isom Advisors, a Division of Urban Futures, Inc. as the District's financial advisor under California Education Code Section 15146(b)(1)(C) and the District's municipal advisor under Section 15B of the Securities Exchange Act of 1934 (the "Municipal Advisor"), and by D.A. Davidson & Co., the underwriter of the Series 2025 Bonds (the "Underwriter").

Principal Amount. The Municipal Advisor and the Underwriter have informed the District that, based on the District's financing plan and market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the aggregate principal amount of the Series 2025 Bonds to be sold in a public offering is \$2,500,000 (the "Estimated Principal Amount").

True Interest Cost of the Series 2025 Bonds. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series 2025 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the true interest cost of the Series 2025 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Series 2025 Bonds, is 4.75%.

Finance Charge of the Series 2025 Bonds. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series 2025 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the finance charge for the Series 2025 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Series 2025 Bonds), is \$231,187.44, as follows:

a)	Underwriter's Discount	\$43,750.00
b)	Credit Enhancement*	22,437.44
c)	Bond Counsel and Disbursements	41,500.00
d)	Disclosure Counsel and Disbursements	25,000.00
e)	Municipal Advisor and Disbursements	72,500.00
f)	Rating Agency	15,250.00
g)	Other Expenses	10,750.00

* A municipal bond insurance policy with respect to the Series 2025 Bonds may be obtained if economically advantageous to the District.

Amount of Proceeds to be Received. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series 2025 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the amount of proceeds expected to be received by the District for sale of

the Series 2025 Bonds, less the finance charge of the Series 2025 Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Series 2025 Bonds, is \$2,335,000.00.

Total Payment Amount. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series 2025 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Series 2025 Bonds, plus the estimated finance charge for the Series 2025 Bonds, as described above, not paid with the proceeds of the Series 2025 Bonds, calculated to the final maturity of the Series 2025 Bonds, is \$4,931,359.76.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Series 2025 Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates for a variety of reasons, including, without limitation, due to (a) the market conditions prevailing on the actual date of the sale of the Series 2025 Bonds being different than the market conditions prevailing at the time of preparation of the estimates contained herein, (b) the actual principal amount of Series 2025 Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Series 2025 Bonds being different than the amortization assumed for purposes of preparing the estimates contained herein, (d) the actual interest rates at which the Series 2025 Bonds are sold being different than those estimated for purposes of preparing the estimates contained herein, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Series 2025 Bonds and the actual principal amount of Series 2025 Bonds sold will be determined by the District based on the need for project funds and other factors. The actual interest rates borne by the Series 2025 Bonds will depend on market conditions at the time of sale thereof. The actual amortization of the Series 2025 Bonds will also depend, in part, on market conditions at the time of sale thereof. Market conditions, including, without limitation, interest rates are affected by economic and other factors beyond the control of the District, the Municipal Advisor and the Underwriter. The Board of Trustees has approved the issuance of the Series 2025 Bonds with a maximum true interest cost of 6.00%.

EXHIBIT B

FORM OF SERIES 2025 BOND

Number	UNITED STATES OF AMERICA	Amount
R-__	STATE OF CALIFORNIA	\$ _____
	COUNTY OF INYO	

**OWENS VALLEY UNIFIED SCHOOL DISTRICT
(INYO COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS, ELECTION OF 2024, SERIES 2025**

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Dated as of</u>	<u>CUSIP No.</u>
____ 1, 20__	____ %	____, 20__	_____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Owens Valley Unified School District, County of Inyo, State of California (the "District"), acknowledges itself obligated to and promises to pay to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date set forth above or upon prior redemption hereof, the Principal Amount specified above in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Series 2025 Bond (unless this bond is authenticated after the close of business on a Record Date (as defined herein) and on or prior to the succeeding interest payment date, in which event it shall bear interest from such interest payment date, or unless this Series 2025 Bond is authenticated on or before _____ 15, 20__, in which event it shall bear interest from the date hereof) at the Interest Rate per annum stated above, payable commencing on August 1, 2025, and thereafter on February 1 and August 1 in each year, until payment of the Principal Amount. This Series 2025 Bond is issued pursuant to a Resolution adopted by the Board of Trustees of the District on March 10, 2025 (the "Resolution"). Capitalized undefined terms used herein have the meanings ascribed thereto in the Resolution.

The principal hereof is payable to the Registered Owner hereof upon the surrender hereof at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., the paying agent/registrar and transfer agent of the District (the "Paying Agent"). Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest hereon is payable to the person whose name appears on the bond registration books of the Paying Agent as the Registered Owner hereof as of the close of business on the 15th day of the month preceding an interest payment date (the "Record Date"), whether or not such day is a business day, such interest to be paid by check or draft mailed to such Registered Owner at the owner's address as it appears on such registration books, or at such other address filed with the Paying Agent for that purpose. Upon written request, given no later than the Record Date immediately preceding an interest payment date, of the owner of Series 2025 Bonds aggregating at least \$1,000,000 in principal amount, interest will be paid by wire transfer in immediately available funds to an

account maintained in the United States as specified by the Registered Owner in such request. So long as Cede & Co. or its registered assigns shall be the Registered Owner of this Series 2025 Bond, payment shall be made in immediately available funds as provided in the Resolution hereinafter described.

This Series 2025 Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), in the aggregate principal amount of \$_____, and designated as “Owens Valley Unified School District (Inyo County, California) General Obligation Bonds, Election of 2024, Series 2025” (the “Series 2025 Bonds”). The Series 2025 Bonds were authorized by a vote of at least 55% percent of the voters voting at an election duly and legally called, held and conducted in the District on November 5, 2024. The Series 2025 Bonds are issued and sold by the Board of Trustees of the District pursuant to and in strict conformity with the provisions of the Constitution and laws of the State, and of the Resolution, and subject to the more particular terms specified in the Bond Purchase Agreement, dated _____, 2025 (the “Bond Purchase Agreement”), by and between the District and D.A. Davidson & Co., as underwriter.

The Series 2025 Bonds are issuable as fully registered bonds without coupons in the denomination of \$5,000 principal amount or any integral multiple thereof, provided that no Series 2025 Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution, Series 2025 Bonds may be exchanged for a like aggregate principal amount of Series 2025 Bonds of the same tenor, interest payment mode, and maturity of other authorized denominations.

This Series 2025 Bond is transferable by the Registered Owner hereof, in person or by attorney duly authorized in writing, at the principal corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Series 2025 Bond. Upon such transfer, a new Series 2025 Bond or Series 2025 Bonds of authorized denomination or denominations of the same tenor, interest payment mode, and same aggregate principal amount will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

[The Series 2025 Bonds are subject to optional and mandatory sinking fund redemption on the terms and subject to the conditions specified in the Resolution and the Bond Purchase Agreement. If this Series 2025 Bond is called for redemption and payment is duly provided therefor, interest shall cease to accrue hereon from and after the date fixed for redemption.]

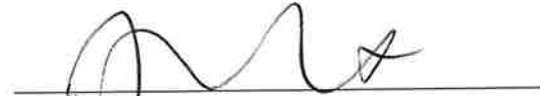
The Board of Trustees of the District hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this Series 2025 Bond, is within the limit provided by law; that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this Series 2025 Bond have been done and performed in strict conformity with the laws authorizing the issuance of this Series 2025 Bond; and that this Series

2025 Bond is in substantially the form prescribed by order of the Board of Trustees of the District duly made and entered on its minutes. The Series 2025 Bonds represent an obligation payable out of the interest and sinking fund of the District established for the Series 2025 Bonds, and the money for the payment of principal of, premium, if any, and interest hereon, shall be raised by taxation upon the taxable property of the District.

Unless this Series 2025 Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Series 2025 Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

This Series 2025 Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

IN WITNESS WHEREOF, the Board of Trustees of the Owens Valley Unified School District, County of Inyo, State of California, has caused this Series 2025 Bond to be signed by its President and countersigned by the Clerk of said Board, as of the date set forth above.



President of the Board of Trustees of the
Owens Valley Unified School District

Countersigned:



Clerk of the Board of Trustees of the
Owens Valley Unified School District

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Series 2025 Bonds described in the within-mentioned Resolution and authenticated and registered on _____.

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., AS PAYING
AGENT**

By: _____
Authorized Officer

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned Series 2025 Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

I.D. Number _____

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Series 2025 Bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: _____

Signature Guarantee: _____

Note: Signature must be guaranteed by an eligible guarantor institution.

CLERK'S CERTIFICATE

I, Steven Pischel, Clerk of the Board of Trustees of the Owens Valley Unified School District, County of Inyo, California, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a special meeting of the Board of Trustees of said District held at the special meeting place thereof on March 10, 2025, and entered in the minutes thereof, of which meeting all of the members of the Board of Trustees had due notice and at which a quorum thereof was present, and that at said meeting the resolution was adopted by the following vote:

AYES: 4

NOES: 0

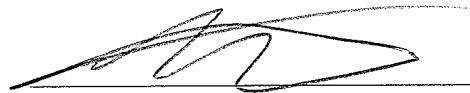
ABSTAIN: 0

ABSENT: 1

An agenda of the meeting was posted at least 24 hours before the meeting at 202 S. Clay Street, Independence, California, a location freely accessible to members of the public, and on the District's website at https://ovusd.edlioschool.com/apps/pages/index.jsp?uREC_ID=1680705&type=d&pREC_ID=1834214, and a brief description of the resolution appeared on the agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in the District administrative office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: 3-10, 2025



Clerk of the Board of Trustees of Owens
Valley Unified School District



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

April 8, 2025

Reference ID:
2025-173

Appointments to the Child Abuse Prevention Council Health & Human Services - First 5 ACTION REQUIRED

ITEM SUBMITTED BY

Katelyne Lent, First 5 Program Manager

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Appoint Stephanie Tanksley and Griselda Ortiz to unexpired 2-year terms on the Inyo County Child Abuse Prevention Council ending December 31, 2027.

BACKGROUND / SUMMARY / JUSTIFICATION:

The purpose of the Inyo County Child Abuse Prevention Council (CAPC), pursuant to Section 18980, et seq. of the Welfare and Institutions Code (also known as the Child Abuse Prevention Coordinating Council Act), is to coordinate the community's efforts to prevent and respond to child abuse and neglect. The mission of the CAPC is to eliminate child abuse and neglect and the adversity it causes by ensuring a safe and nurturing home environment for all children.

The CAPC stands firmly in the belief that all children deserve support and advocacy, especially in regard to race, color, gender, gender identity or expression, sexual orientation or disability. The CAPC consists of a minimum of five members, but no greater than eleven members. As the prevention of child abuse encourages the involvement of the entire community, the CAPC seeks to obtain representation from a wide range of agencies, organizations and the community at large.

Three member positions expired December 31, 2024. Per Board policy, the vacancies were advertised in the newspaper - first in January and then again in February- and community members were invited to apply. Two applications were received by the application deadlines from Stephanie Tanksley, and Griselda Ortiz seeking re-appointment. The CAPC would like to thank Suzanne Rizo for her time and contributions serving on the CAPC. Stephanie and Griselda will continue to be valuable members of the Child Abuse Prevention Council and bring various degrees of expertise and perspectives. The department respectfully requests your Board appoint both applicants to unexpired terms on the CAPC expiring December 31, 2027.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to appoint the applicants and re-open the recruitment for the Child Abuse Prevention Council. This is not recommended as it would cause a delay in the Child Abuse Prevention Council reaching a quorum and conducting regular business.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services

APPROVALS:

Katelyne Lent	Created/Initiated - 3/4/2025
Darcy Israel	Approved - 3/4/2025
Katelyne Lent	Approved - 3/4/2025
Stephanie Tanksley	Approved - 3/5/2025
Gina Ellis	Approved - 3/6/2025
Anna Scott	Approved - 3/7/2025
Nate Greenberg	Final Approval - 3/28/2025

ATTACHMENTS:

1. Child Abuse Prevention Council Nominating Form/Tanksley
2. Child Abuse Prevention Council Nominating Form/Ortiz
3. Notice of Vacancy - Child Abuse Prevention Council

INYO COUNTY CHILD ABUSE PREVENTION COUNCIL

CHILD ABUSE PREVENTION COUNCIL NOMINATING FORM

CLOSING DATE: OPEN UNTIL FILLED

If you are interested in serving on the ***Child Abuse Prevention Council (CAPC)***, please complete the following application and return it to the address listed below.

Please deliver or email your application to:

Inyo County Clerk
PO Drawer N
Independence, CA 93526
Or scan and email to Darcy Ellis: dellis@inyocounty.us

Upon receipt, your application will be reviewed and you may be invited for an interview. All applicants who are selected to be interviewed will receive a phone call to arrange the interviews. Otherwise, your application will be kept on file for 12 months for future consideration if a position becomes available within that time period.

Applicant Information:

FULL NAME:	
PREFERRED ADDRESS:	CITY & ZIP:
PREFERRED PHONE NUMBER:	
PREFERRED EMAIL:	

Inyo County Regional Experience (check all that apply):

LIVE	WORK	
<input type="checkbox"/>	<input type="checkbox"/>	Bishop
<input type="checkbox"/>	<input type="checkbox"/>	Big Pine
<input type="checkbox"/>	<input type="checkbox"/>	Independence
<input type="checkbox"/>	<input type="checkbox"/>	Lone Pine
<input type="checkbox"/>	<input type="checkbox"/>	Death Valley, Tecopa

Areas of Expertise [check all that apply to your professional or personal experience]

	Categories of Membership		Lived Experience
<input type="checkbox"/>	Public Child Welfare Services	<input type="checkbox"/>	Student
<input type="checkbox"/>	Mental Health Provider	<input type="checkbox"/>	Survivor of Child Abuse
<input type="checkbox"/>	Medical Health Provider	<input type="checkbox"/>	Parent/Caregiver
<input type="checkbox"/>	Criminal Justice System	<input type="checkbox"/>	Grandparent
<input type="checkbox"/>	Tribal Member	<input type="checkbox"/>	Youth Activities Volunteer
<input type="checkbox"/>	Latinx Community Member	<input type="checkbox"/>	Community Leader
<input type="checkbox"/>	Public or Private Schools	<input type="checkbox"/>	Public Relations/Communications
<input type="checkbox"/>	Prevention Programming	<input type="checkbox"/>	Early Intervention Services
<input type="checkbox"/>	Treatment Services	<input type="checkbox"/>	Direct experience working with multicultural communities
<input type="checkbox"/>	Current CAPC Member	<input type="checkbox"/>	Tobacco or other Substance Abuse Prevention/Treatment
<input type="checkbox"/>	Civic Organization	<input type="checkbox"/>	Community Engagement & Outreach
<input type="checkbox"/>	Religious Community	<input type="checkbox"/>	Social Media Engagement or Advertising
<input type="checkbox"/>	Other: (indicate)	<input type="checkbox"/>	Other: (indicate)

Current Employment:

Job Title:	Agency:
------------	---------

Statement of Interest (Optional):

1. Use the space below to explain why you are interested in becoming a CAPC Member:

[illegible]

Additional Qualifications (Optional):

Please list volunteer commitments, community boards, collaborative or advisory bodies on which you serve or recently served:

Name Of Volunteer Activity	LOCATION	DATES SERVED

Alternate Attendee (Optional):

As a council member, if desired, you may have an alternate attend meetings in your absence. The alternate must be approved. Please list your alternate below:

Full Name	Title	Email	Phone Number

Advisory Membership:

Community advisory members may not vote or hold office, but are entitled to receive agendas, minutes, and other materials related to CAPC and may participate in the meetings and all activities. If you would prefer to be considered as an advisory member, please select box. ☐

Certification:

I certify that the above information is true and correct. I understand that membership on the CAPC requires my active participation in the Council's activities and meetings. Further, I recognize that the Council acts for the interests of the County's families and children.

Signature

Date

INYO COUNTY CHILD ABUSE PREVENTION COUNCIL

CHILD ABUSE PREVENTION COUNCIL NOMINATING FORM

CLOSING DATE: OPEN UNTIL FILLED

If you are interested in serving on the **Child Abuse Prevention Council (CAPC)**, please complete the following application and return it to the address listed below.

Please deliver or email your application to:

Inyo County Clerk
PO Drawer N
Independence, CA 93526
Or scan and email to Darcy Ellis: dellis@inyocounty.us

Upon receipt, your application will be reviewed and you may be invited for an interview. All applicants who are selected to be interviewed will receive a phone call to arrange the interviews. Otherwise, your application will be kept on file for 12 months for future consideration if a position becomes available within that time period.

Applicant Information:

FULL NAME: Griselda Ortiz	
PREFERRED ADDRESS: [REDACTED]	CITY & ZIP: [REDACTED]
PREFERRED PHONE NUMBER: [REDACTED]	
PREFERRED EMAIL: [REDACTED]	

Inyo County Regional Experience (check all that apply):

LIVE	WORK	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bishop
<input type="checkbox"/>	<input type="checkbox"/>	Big Pine
<input type="checkbox"/>	<input type="checkbox"/>	Independence
<input type="checkbox"/>	<input type="checkbox"/>	Lone Pine
<input type="checkbox"/>	<input type="checkbox"/>	Death Valley, Tecopa

Areas of Expertise [check all that apply to your professional or personal experience]

	Categories of Membership		Lived Experience
<input type="checkbox"/>	Public Child Welfare Services	<input type="checkbox"/>	Student
<input type="checkbox"/>	Mental Health Provider	<input type="checkbox"/>	Survivor of Child Abuse
<input type="checkbox"/>	Medical Health Provider	<input type="checkbox"/>	Parent/Caregiver
<input type="checkbox"/>	Criminal Justice System	<input type="checkbox"/>	Grandparent
<input type="checkbox"/>	Tribal Member	<input type="checkbox"/>	Youth Activities Volunteer
<input checked="" type="checkbox"/>	Latinx Community Member	<input type="checkbox"/>	Community Leader
<input type="checkbox"/>	Public or Private Schools	<input type="checkbox"/>	Public Relations/Communications
<input type="checkbox"/>	Prevention Programming	<input type="checkbox"/>	Early Intervention Services
<input type="checkbox"/>	Treatment Services	<input type="checkbox"/>	Direct experience working with multicultural communities
<input checked="" type="checkbox"/>	Current CAPC Member	<input type="checkbox"/>	Tobacco or other Substance Abuse Prevention/Treatment
<input type="checkbox"/>	Civic Organization	<input type="checkbox"/>	Community Engagement & Outreach
<input type="checkbox"/>	Religious Community	<input type="checkbox"/>	Social Media Engagement or Advertising
<input type="checkbox"/>	Other: (indicate)	<input type="checkbox"/>	Other: (indicate)

Current Employment:

Job Title: Equity and Diversity Coordinator	Agency: HHS
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Statement of Interest (Optional):

1. Use the space below to explain why you are interested in becoming a CAPC Member:

I am interested in becoming a CAPC Member to advocate for child abuse prevention, support families, and contribute to creating safer, healthier communities.

I am committed to promoting equity and trauma-informed care, and I believe that serving as a CAPC Member will allow me to make a meaningful impact in protecting and supporting children and families.

Additional Qualifications (Optional):

Please list volunteer commitments, community boards, collaborative or advisory bodies on which you serve or recently served:

Name Of Volunteer Activity	LOCATION	DATES SERVED
CAPC	Bishop	2023-2024
ECHOE	Bishop	2014-Present

Alternate Attendee (Optional):

As a council member, if desired, you may have an alternate attend meetings in your absence. The alternate must be approved. Please list your alternate below:

Full Name	Title	Email	Phone Number

Advisory Membership:

Community advisory members may not vote or hold office, but are entitled to receive agendas, minutes, and other materials related to CAPC and may participate in the meetings and all activities. If you would prefer to be considered as an advisory member, please select box. ☐

Certification:

I certify that the above information is true and correct. I understand that membership on the CAPC requires my active participation in the Council’s activities and meetings. Further, I recognize that the Council acts for the interests of the County’s families and children.

Griselda Ortiz

Digitally signed by Griselda Ortiz

Date: 2025.02.18 07:45:32 -08'00'

Signature

02-18-2025

Date

PROOF OF PUBLICATION

(2015.5 C.C.P.) This space is for County Clerk's Filing Stamp

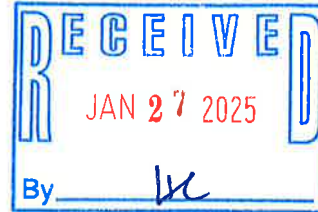
STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States
and a resident of the County aforesaid.

I am over the age of eighteen years,

And not a party to or interested in the
above-entitled matter. I am the principal
clerk of the printer of the

The Inyo Register



Proof of Publication of Public Notice

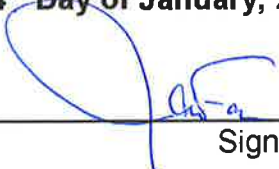
County of Inyo

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

January 14th,
In the year of **2025**

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

Dated at Bishop, California, on this
14th Day of January, 2025


Signature

NOTICE OF VACANCY CHILD ABUSE PREVENTION COUNCIL

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is now accepting applications to fill three two-year terms on the Child Abuse Prevention Council (CAPC), ending December 31, 2026.

As the prevention of child abuse encourages the involvement of the entire community, the CAPC seeks to obtain representation from a wide range of agencies, organizations, and the community at large. An application from one or more representatives from the following organizations and groups shall be encouraged:

- Public child welfare services
- Public or private schools
- Medical and mental health providers
- Criminal justice system
- Tribal representation
- Latinx representation
- Prevention and treatment services
- Community representatives; community volunteers, civic organizations, religious communities

- Parent or primary caregiver
Individuals interested in applying must submit an application to the Assistant Clerk of the Board, Darcy Ellis, found on the CAPC website at <https://www.inyocounty.us/CAPC>. Applications must be received no later than Thursday, Jan. 23 at 5 p.m. Postmarks are not accepted. (IR 01.14, 2025 #22081)

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

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

County of Inyo

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

February 18th,
In the year of 2025

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

Dated at Bishop, California, on this
18th Day of February, 2025



Signature

This space is for County Clerk's Filing Stamp



**Proof of Publication of
Public Notice**

NOTICE OF VACANCY CHILD ABUSE PREVENTION COUNCIL

NOTICE IS HEREBY GIVEN
that the Inyo County Board of
Supervisors is now accepting
applications to fill two (2)
two-year terms on the Child
Abuse Prevention Council
(CAPC), ending December 31,
2026.

As the prevention of child
abuse encourages the involve-
ment of the entire community,
the CAPC seeks to obtain rep-
resentation from a wide range
of agencies, organizations, and
the community at large. An ap-
plication from one or more rep-
resentatives from the following
organizations and groups shall
be encouraged:

- Public child welfare services
- Public or private schools
- Medical and mental health
providers
- Criminal justice system
- Tribal representation
- Latinx representation
- Prevention and treatment
services
- Community representatives;
community volunteers, civic or-
ganizations, religious commu-
nities

- Parent or primary caregiver
Individuals interested in apply-
ing must submit an application
to the Assistant Clerk of the
Board Darcy Israel, found on
the CAPC website at
<https://www.inyocounty.us/CAPC>
C. Applications must be re-
ceived no later than Thursday,
February 27 at 5 p.m. Post-
marks are not accepted. (IR
02.18, 2025 #22119)



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

April 8, 2025

Reference ID:
2025-177

Innovative Partnerships Memorandum of Understanding Letter of Participation 2024-2027 Health & Human Services - First 5 ACTION REQUIRED

ITEM SUBMITTED BY

Katelyne Lent, First 5 Program Manager

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the agreement between the County of Inyo and the Child Abuse Prevention Council of Sacramento for the provision of Innovative Partnerships Program Northeast Region Child Abuse Prevention Council Partnership July 1, 2024 through June 30, 2027, and authorize the Health and Human Services Director to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The purpose of this Memorandum of Understanding Letter of Participation is to establish a formal collaborative partnership for the Innovative Partnerships Program Northeast Region Child Abuse Prevention Council Partnership and to set forth its operating conditions. This partnership was formed as a result of a successful grant application in June 2024 to the California Department of Social Services' Office of Child Abuse Prevention. The Northeast Region's Child Abuse Prevention Councils of Alpine, Butte, El Dorado, Inyo, Lassen, Modoc, Nevada (West), Placer (West/South), Plumas, Sacramento, Sierra, Sutter, Tahoe/Truckee, Yolo, and Yuba join CDSS/OCAP in our mutual goal of strengthening the capacity of prevention networks to build resiliency in families and implement prevention practices to reduce child abuse and neglect.

Membership in the larger regional group will strengthen our local efforts around family strengthening and resilience through coordination of child abuse and neglect prevention efforts, mitigation of poverty and substance abuse as risk factors for child maltreatment and building of protective factors.

The MOU Letter of Participation was received on February 12, 2025, and the Inyo County Child Abuse Prevention Council approved the Innovative Partnership MOU at the February 27, 2025, regular meeting. Due to the timing of the grant approval in June 2024 and the subsequent coordination required among multiple regional partners, the finalization and distribution of the MOU occurred later than the initial program start date. As a result, the MOU is now being presented to the Board for approval, with retroactive ratification to July 2024 to align with the intended implementation timeline.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to participate in the regional Child Abuse Prevention Council, which would result in limited regional coordination and support.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services
High Quality Services | High-Quality County Government Services

APPROVALS:

Katelyne Lent	Created/Initiated - 3/4/2025
Darcy Israel	Approved - 3/4/2025
Katelyne Lent	Approved - 3/5/2025
Stephanie Tanksley	Approved - 3/5/2025
Gina Ellis	Approved - 3/6/2025
Anna Scott	Approved - 3/7/2025
Grace Weitz	Approved - 3/10/2025
John Vallejo	Approved - 3/17/2025
Amy Shepherd	Approved - 3/17/2025
Nate Greenberg	Final Approval - 3/28/2025

ATTACHMENTS:

1. Memorandum of Understanding/Letter of Participation 2024-2027
2. Attachment A to MOU - Document C - Grant Workplan



**Memorandum of Understanding
Letter of Participation for the period
July 2024 - June 2027**



BETWEEN
THE CHILD ABUSE PREVENTION COUNCIL OF SACRAMENTO
AND
INYO COUNTY HEALTH AND HUMAN SERVICES – FIRST 5 INYO

The 2024-2027 Memorandum of Understanding (“MOU”) Letter of Participation is made and entered into by the **Child Abuse Prevention Council of Sacramento (hereinafter referred to as “CAPC Sacramento”)** and the **Inyo County Health and Human Services – First 5 Inyo (hereinafter referred to as “PARTNER”)** as partners in the Innovative Partnerships Program Northeast Region Child Abuse Prevention Council Partnership.

I. Purpose

The purpose of this MOU Letter of Participation is to establish a formal collaborative partnership for the Innovative Partnerships Program Northeast Region Child Abuse Prevention Council Partnership (**hereinafter referred to as Northeast Region CAPC Partnership**) and to set forth its operating conditions. This partnership was formed as a result of a successful grant application to the California Department of Social Services’ Office of Child Abuse Prevention (hereinafter referred to as CDSS/OCAP). The Northeast Region’s Child Abuse Prevention Councils of Alpine, Butte, El Dorado, Inyo, Lassen, Modoc, Nevada (West), Placer (West/South), Plumas, Sacramento, Sierra, Sutter, Tahoe/Truckee, Yolo, and Yuba join CDSS/OCAP in our mutual goal of strengthening the capacity of prevention networks to build resiliency in families and implement prevention practices to reduce child abuse and neglect.

II. Goals

The goals of the Northeast Region CAPC Partnership are to:

1. Expand and maintain a Northeast Region CAPC Partnership to coordinate child abuse and neglect prevention efforts; mitigate poverty, mental health, and substance abuse as risk factors for child maltreatment; and build protective factors.
2. Maintain strategies, manage operational processes, and mobilize resources for the Northeast Region CAPC Partnership.
3. Work collaboratively with Northeast Region CAPC Partnership to assess our CAPCs' strengths/needs within the Strengthening Families Framework, conduct an evaluation, and develop a sustainability plan.
4. Participate in opportunities for Northeast Region CAPCs to link and engage in mutually beneficial exchanges to learn from and engage with each other as well as community partners.
5. Develop a community-based Child Abuse Prevention (CAP) Month event(s) that includes policy representatives/officials and aligned CAP Month messaging in coordination with OCAP.

III. Scope of Work

CAPC Sacramento and PARTNER will engage in the implementation of the Northeast Region CAPC Partnership Scope of Work (Attachment A) that describes the objective, activities, deliverables, measurements, and timeline.

IV. Roles and Responsibilities

CAPC Sacramento serves as the program and fiscal lead of the Northeast Region CAPC Partnership. In that role CAPC Sacramento will:

1. Convene and coordinate the work of the Northeast Region CAPC Partnership.
2. Facilitate the process of the Northeast Region CAPC Strategic Plan and monitor its implementation.
3. Monitor and track the activities, outputs, and timelines of the Scope of Work (Attachment A).
4. Lead the distribution of materials and information.
5. Serve as the Northeast Region CAPC Partnership liaison to CDSS/OCAP.
6. Offer annual Capacity Building Grants in the amount of \$1,000 to the PARTNER and track results.
7. Participate in CDSS/OCAP coaching, coordination, training, and technical assistance relative to the Northeast Region CAPC Partnership.
8. Participate and track outcomes with CDSS/OCAP and the Northeast Region CAPC Partnership evaluation plan.
9. Research/apply for grant opportunities.
10. Provide Child Death Review Team training and technical assistance upon the request of PARTNER.
11. Collect data from PARTNER relative to Northeast Region CAPC Scope of Work activities, aggregate data for the Northeast Region CAPC Partnership, submit to CDSS/OCAP quarterly, share and discuss with PARTNER and the Northeast Region CAPC Partnership data results, and work as a partnership to improve the Innovative Partnerships Program.



**Memorandum of Understanding
Letter of Participation for the period
July 2024 - June 2027**



The responsibilities of the Northeast Region CAPC PARTNER are to:

1. Participate in the Northeast Region CAPC Partnership and sign the MOU Letter of Participation.
2. Designate a Lead Representative and at least one Alternate Representative to serve as a member of the Northeast Region CAPC Partnership.
3. Identify key community partners and parent representatives to serve on the Northeast Region CAPC Partnership.
4. Attend the bi-monthly scheduled meetings, either in-person or virtually.
5. Provide input, feedback, and/or approval for the Strategic Plan.
6. In conjunction with Northeast Region CAPCs, implement the Strategic Plan.
7. Provide information on currently funded programs/practices.
8. Accept or decline Capacity Building Grant opportunities, offered by CAPC Sacramento. If accepted, PARTNER agrees to receive, identify use for, and provide required data on related activities for the three annually disbursed \$1,000 Capacity Building Grants. (Funds must be used in alignment with CBCAP regulations.)
9. Disseminate, throughout the PARTNER's child and family-serving community, culturally responsive information, resources, and tools.
10. Collect and provide to Sacramento CAPC data related to PARTNER Strategic Plan and other activities for reporting to CDSS/OCAP.
11. Participate in CDSS/OCAP and Northeast Region CAPC Partnership data evaluation plan.
12. Receive Child Death Review Team training and technical assistance, as needed.

V. Term

This MOU Letter of Participation is intended to serve as an intent to participate in the Northeast Region CAPC Partnership for the period of July 2024 to June 2027.

VI. Termination

Any PARTNER may terminate this MOU Letter of Participation within sixty (60) days of providing written notice of intention to terminate the agreement.

With a signature below, each party agrees to all terms listed above and Attachment A.

**Inyo County Health and Human Services – First 5
Inyo**
1360 N. Main Street, Suite 203-D
Bishop, CA 93514

Child Abuse Prevention Council of Sacramento
4700 Roseville Road
North Highlands, CA 95660

Signature, Title

Camille Bailey, Chief Program Officer

Date

Date

GRANT WORKPLAN

Recipient: Child Abuse Prevention Council of Sacramento - Innovative Partnerships Program, Northeast Region CAPCs

Grant Number:

Scope of Work

The Recipient shall work toward achieving the following goals and will accomplish the following objectives by performing the specified activities and evaluating the results as described. There is no minimum number of activities and deliverables required.

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Goal 1: Expand and maintain a Northeast Region CAPC Partnership to coordinate child abuse and neglect prevention efforts, mitigate poverty, mental health, and substance abuse as risk factors for child maltreatment and build protective factors.

Objective <i>(What are we trying to achieve?)</i>	Activities <i>(What strategies to implement objective?)</i>	Deliverables <i>(Outputs)</i>	Measure <i>(How will we measure success?)</i>	Timeline <i>(When?)</i>
Objective 1.1. Convene, expand, and maintain the Northeast Region Child Abuse Prevention Council (CAPC) Partnership including representative membership reflecting the diversity of the region.	<p>1.1.1. Maintain the Northeast Region CAPC Partnership, including the 14 counties of Alpine, Butte, El Dorado, Inyo, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Sierra, Sutter, Yolo, and Yuba.</p> <p>1.1.2. In addition to 14 Northeast Region CAPCs, identify and invite key community partners and parents/caregivers who reflect the Northeast Region to participate.</p>	1.1.a. 14 Northeast Region CAPCs and three-five key community partners and parents/caregivers, join and participate in the Northeast Region CAPC Partnership.	1.1.i. One member from each of the 14 Northeast Region CAPCs and between three and five key community partner and/or parent/caregiver members, who reflect the Northeast Region.	1.1. 7/1/2024- 6/30/2027

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Objective 1.2. Provide a regional forum for working strategically to mitigate child abuse and neglect and build prevention networks.	1.2.1. Work with Northeast Region CAPCs to schedule/hold eighteen convenings (in-person and/or virtually) for peer and expert exchange of knowledge and networking.	1.2.a. 18 in-person and/or virtual (over 3 years) Northeast CAPC convenings to implement proposed objectives. Participation documented in minutes, and in-person and webinar sign-in sheets/logs.	1.2.i. The Northeast Region CAPC Partnership will meet every other month on the third Thursday, for three years, for a total of 18 in-person and/or virtual meetings. Complete 18 meeting minutes and 18 meeting sign-in sheets.	1.2 7/1/2024-6/30/2027
	1.2.2. Provide a central point for Northeast Region CAPC communication and dissemination of information.	1.2.b. One online system, created as a repository for Northeast Region information, such as agendas, minutes, and culturally responsive resources and tools.	1.2.ii. One online system established and maintained by CAPC Sacramento.	

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Objective 1.3. Mitigate the major risk factor for child maltreatment of substance abuse and build protective factors through the use, analysis, updating, and maintaining of the Opioid Resource Toolkit.	1.3.1. Collect/analyze Northeast CAPC data on use and effectiveness of the Opioid Resource Toolkit.	1.3.a. Updated Northeast Region Opioid Resource Toolkit data report.	1.3.i. Four+ Northeast Region CAPCs and/or partners utilize the updated Opioid Resource Toolkit and complete one+ online survey each.	1.3.1. 9/1/2024-11/30/2024
	1.3.2. Utilize data, surveys, and feedback to determine updates and adjustments to the Opioid Resource Toolkit.	1.3.b. Updated Opioid Resource Toolkit available online	1.3.ii. Updates made by the Northeast CAPCs and/or partners made to the Toolkit and reported in Meeting Minutes and quarterly OCAP reports.	1.3.2. 12/1/2024 - 1/31/2025
	1.3.3. Enhance the region-wide promotion of the Opioid Resource Toolkit.	1.3.c. Updated Opioid Toolkit available online and promotional emails delivered.	1.3.iii. 14 Northeast CAPCs and three-five partner and/or parent members promote Opioid Resource Toolkit and complete surveys for continuous quality improvement.	1.3.3. 2/1/2025 - 3/1/2026
	1.3.4. Continue quality improvement of Opioid Resource Toolkit, including fentanyl data/resources.	1.3.d. Continued updates to Opioid Resource Toolkit.	1.3.iv. Five+ updates, based on survey results, to Opioid Resource Toolkit and documented in meeting minutes.	1.3.4. 3/1/2025 - 6/30/2027

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Objective 1.4. Mitigate the major risk factor for child maltreatment of mental illness and build protective factors through youth and parent engagement.	1.4.1. Collect/analyze data from Northeast Region CAPCs and partner organizations on strengths and gaps in youth and parent engagement in mental health services.	1.4.a. One strategic plan, based on Northeast Region IPP data, will be used to develop a Northeast CAPC Youth and Family Mental Wellness Toolkit.	1.4.i. 14 Northeast CAPCs and/or partners will provide data to inform the strategic plan for a Youth and Family Mental Wellness Toolkit. Data will be collected from three or more sources. One data summary reviewed and finalized by Northeast CAPCs. One draft strategic plan reviewed by Northeast CAPCs. Both provided to OCAP.	1.4.1. 9/1/2024 – 11/30/2024
	1.4.2. Create five modules to include in a Youth and Family Mental Wellness Resource Toolkit including Dating Violence/ Education, Bullying, Teen Pregnancy, Online/Social Media Safety, and Youth Mental Health, using the Strategic Plan.	1.4.b. Five modules incorporated into one Youth and Family Mental Wellness Toolkit.	1.4.ii One Youth and Family Mental Wellness Toolkit with five modules reviewed and approved by the Northeast CAPCs.	1.4.2. 12/1/2024 - 2/28/2025

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(Continued) Objective 1.4. Mitigate the major risk factor for child maltreatment of mental illness and build protective factors through youth and parent engagement.	1.4.3. Provide training and technical assistance to Northeast Region CAPCs and partners to disseminate Youth and Family Mental Wellness Toolkit.	1.4.c.a. Training/TA events for 5 Youth Wellness modules. 1.4.c.b. Develop and disseminate web-based, self-paced training for 5 Youth Wellness modules.	1.4.iii.a. Five Train-the-Trainer events held. 14 Northeast Region CAPCs will participate in one+ Train-the-Trainer events (live or view recording). Participation documented by attendance and video views. 13 Pre- and Post-Training Assessments completed. 1.4.iii.b. 14 Northeast Region CAPCs will promote web-based self-paced trainings with one+ partner agency. Each Northeast Region CAPC will submit an outreach plan to CAPC Sacramento to promote the training. Summaries of plans will be submitted to OCAP.	1.4.3. 12/1/2024 - 6/30/2025

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(Continued) Objective 1.4. Mitigate the major risk factor for child maltreatment of mental illness and build protective factors through youth and parent engagement.	1.4.4. Review and incorporate suggestions and feedback from Northeast Region CAPCs. 1.4.5. Official public launch of the Youth Mental Wellness Resource Toolkit and region-wide promotion.	1.4.d. One updated Youth and Family Mental Wellness Toolkit made available online. 1.4.e. Two promotional materials for outreach of Youth and Family Mental Wellness Toolkit. One presentation at a conference or public forum.	1.4.iv. All updates made to the Toolkit and reported in Meeting Minutes and quarterly OCAP reports. 1.4.v. 14 Northeast Region CAPCs and three-five community partner and/or parent members promote and use the Youth Mental Wellness Resource Toolkit and will complete the survey (as needed) for continued quality improvement.	1.4.4. 3/1/2025- 5/31/2025 1.4.5. 6/1/2025 - 6/30/2026

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(Continued) Objective 1.4. Mitigate the major risk factor for child maltreatment of mental illness and build protective factors through youth and parent engagement.	1.4.6. Review, incorporate feedback, and update the Youth and Family Mental Wellness Toolkit to reflect new research.	1.4.f. One updated Youth and Family Mental Wellness Toolkit made available online.	1.4.vi. 14 Northeast Region CAPCs and three-five community partner and/or parent members promote and use the updated Youth Mental Wellness Resource Toolkit. Northeast Region CAPCs and community partners will outreach to 100 individual agencies/parents, of which 10% will view the page and provide feedback.	1.4.6. 6/1/2026 - 6/30/2027

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Goal 2: Maintain strategies, manage operational processes, and mobilize resources for the Northeast Region CAPC Partnership.

Objective (What are we trying to achieve?)	Activities (What strategies to implement objective?)	Deliverables (Outputs)	Measure (How will we measure success?)	Timeline (When?)
Objective 2.1. Expand infrastructure of participation for 14 Northeast Region CAPCs	2.1.1. Revise Northeast Region CAPC Partnership Agreement that defines roles and responsibilities for CAPC Sacramento and Northeast Region CAPCs.	2.1.a. One Partnership Agreement, signed by 13 Northeast Region CAPCs.	2.1.i. 13 signed Partnership Agreements.	2.1 7/1/2024-10/31/2024
Objective 2.2. Promote prevention of child abuse/neglect using culturally responsive Mandated Child Abuse Reporting Training (MCART) resource/tool utilizing Mandated Reporting Community Supporting (MRCS) practice.	2.2.1. Gather culturally responsive MCART and MRCS resources/tools from the field. 2.2.2. Share developed MCART & MRCS culturally responsive Toolkit via email, in-person and online with Northeast CAPCs.	2.2.a. MCART & MRCS resources/tools gathered for use by Northeast Region CAPCs. 2.2.b. 14 Northeast Region CAPCs access MCART & MRCS Toolkit.	2.2.i. Three Northeast Region CAPCs will share their updated MCART and MRCS and examples of resources/tools, for purposes of discussion/analysis. At least three resources/examples will be included in an updated, customizable toolkit. 2.2.ii. 14 Northeast Region CAPCs and the three-five community partner and/or parent members will review and finalize MCART & MRCS Toolkit.	2.2.1. 7/1/2025-12/31/2025 2.2.2. 1/1/2026-3/30/2026

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(Continued) Objective 2.2. Promote prevention of child abuse/neglect using culturally responsive Mandated Child Abuse Reporting Training (MCART) resource/tool utilizing Mandated Reporting Community Supporting (MRCS) practice.	2.2.3. Maintain regionally accepted, culturally responsive MCART & MRCS Toolkit for the Northeast CAPCs.	2.2.c. One regionally accepted MCART & MRCS Toolkit that promotes child abuse/neglect prevention and encompasses all major risk factors.	2.2.iii. One Northeast CAPC survey of 14 Northeast Region CAPCs and three-five community partner and/or parent members to update major risk factors across Northeast Region.	2.2.3 4/1/2026 -7/31/2026
	2.2.4. Develop a plan to disseminate culturally responsive MCART & MRCS Toolkit for the Northeast Region CAPCs and child abuse/neglect prevention partners.	2.2.d. One Dissemination Plan for distribution of MCART & MRCS Toolkit.	2.2.iv. 14 Northeast Region CAPCs will create and submit one outreach plan to CAPC Sacramento to disseminate the MCART & MRCS Toolkit for a total of 14 plans. CAPC Sacramento will aggregate the plans provided by 14 Northeast Region CAPCs and develop one overall outreach plan for the Northeast Region.	2.2.4 8/1/2026- 10/30/26

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(Continued) Objective 2.2. Promote prevention of child abuse/neglect using culturally responsive Mandated Child Abuse Reporting Training (MCART) resource/tool utilizing Mandated Reporting Community Supporting (MRCS) practice.	2.2.5. Disseminate culturally responsive MCART & MRCS Toolkit to professionals mandated to report child abuse/neglect in the region.	2.2.e. Culturally responsive MCART & MRCS Toolkit disseminated throughout Northeast region.	2.2.v. 14 Northeast Region CAPCs and three-five community partner and/or parent members will receive regionally accepted MCART & MRCS Toolkit.	2.2.5.a. 11/1/2026 -12/30/2026
	2.2.6. Track and evaluate effectiveness of culturally responsive MCART & MRCS Toolkit.	2.2.f. One survey developed for partners utilizing the culturally responsive MCART & MRCS Toolkit.	2.2.v. Seven Northeast Region CAPCs will be utilizing the MCART & MRCS Toolkit and complete the survey.	2.2.5.b. 1/1/2027 - 6/30/2027
	2.2.7. Place culturally responsive culturally responsive MCART & MRCS Toolkit in online setting.	2.2.g. Culturally responsive MCART & MRCS Toolkit online for partner use.	2.2.vi. One CAPC Sacramento hosted webpage and one Livebinder for partner use. 30 independent webpage views.	2.2.5.c 11/1/2026 - 6/30/2027

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Objective 2.3. Promote the prevention of child abuse and neglect through culturally responsive resource/tool, by providing capacity support to Northeast Region CAPCs.	2.3.1. Annually provide 13 capacity building grants (\$1000 each year) to Northeast Region CAPCs (excluding Sacramento).	2.3.a. Total of 39 capacity building grants (13 per program year) in the amount of \$1,000 each will be provided.	2.3.i. 13 capacity building grants provided (annually). 13 end of year reports that include qualitative and quantitative results of capacity building grants use.	2.2.5.c 7/1/2024 - 6/30/2027

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Goal 3: Work collaboratively with Northeast Region Partnership to assess our CAPCs' strengths/needs within the Strengthening Families Framework, conduct an evaluation, and develop a sustainability plan.

Objective (What are we trying to achieve?)	Activities (What strategies to implement objective?)	Deliverables (Outputs)	Measure (How will we measure success?)	Timeline (When?)
Objective 3.1. Provide coordination, technical assistance, and support to Northeast Region CAPCs to assess and respond to regional/local poverty.	3.1.1. Access and revise Safe & Healthy Childhoods, derived from Economic Well Being Survey data, to reflect changes in the Northeast CAPCs, annually.	3.1.a. One modular PowerPoint presentation and one modular infographic with Northeast Region economic county data (annually).	3.1.b. 14 Northeast Region CAPCs will utilize the Safe & Healthy Childhoods tools and complete at least one survey each about its effectiveness.	3.1.1 7/1/2024-6/30/2027
Objective 3.2. Provide opportunities and coordination of peer-to-peer learning, technical assistance(TA), and support to Northeast Region CAPCs to facilitate knowledge sharing.	3.2.1. Match Strategic Plan priorities with strengths of CAPCs within the Northeast Region and conduct peer-to-peer coaching and technical assistance.	3.2.a. 5 Northeast Region CAPC peer-to-peer coaching/TA activities Annually.	3.2.i. Meeting agendas will include at least one coaching/TA activity. 15 coaching/TA activities will occur three ways: 1) Northeast CAPC to Northeast CAPC; 2) CAPC Sacramento & Strategies TA; and 3) Strategies TA and OCAP Learning Communities. Fifteen (15) coaching/TA activities will be documented in meeting minutes in the month they occur.	3.2.1. 7/1/2024-6/30/2027

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(Continued) Objective 3.2. Provide opportunities and coordination of peer-to-peer learning, technical assistance (TA), and support to Northeast Region CAPCs to facilitate knowledge sharing.	3.2.2. Provide survey to Northeast Region CAPCs to assess coaching/TA.	3.2.b. One survey completed by 10 Northeast Region CAPCs.	3.2.ii. Five improvements made to peer-to-peer coaching/TA, documented in meeting minutes.	3.2.2. 7/1/2024 - 6/30/2027
Objective 3.3. Evaluate the effectiveness of the Innovative Partnerships Program, Northeast Region CAPC Partnership.	3.3.1. Collect and report process information regarding milestones including number of convenings, survey results, and Strategic Plan and program outcome data.	3.3.a. Data collected monthly to be reviewed and discussed by Northeast CAPC at convenings and reported to OCAP.	3.3.i. CAPC Sacramento will create one annual report. 14 Northeast CAPCs will complete and submit one end of year report to CAPC Sacramento. One annual report will be shared with 14 Northeast Region CAPCs and OCAP and will be available to disseminate to respective CAPCs and partners.	3.3.1. 7/1/2024 – 6/30/2027

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(Continued) Objective 3.3. Evaluate the effectiveness of the Innovative Partnerships Program, Northeast Region CAPC Partnership.	3.3.2. Engage outside evaluator to conduct impact study for Northeast CAPC Members.	3.3.b. Evaluator scope of work to conduct evaluation.	3.3.ii. One evaluation Scope of Work provided by external evaluator and approved by CAPC Sacramento.	3.3.2. 7/1/2024-6/30/2027
	3.3.3. Provide Northeast CAPC member data to outside evaluator for impact study.	3.3.c. Evaluation design submitted to OCAP.	3.3.iii. One evaluation design developed by external evaluator including partner survey questions to measure strengthened capacity of prevention networks to build resiliency in families and implement prevention practices to reduce child abuse and neglect.	3.3.3. 7/1/2025-6/30/2027
	3.3.4. External evaluator will collect data, analyze data, and present preliminary results to the Northeast CAPC partners and craft a final report.	3.3.d. Number of evaluation activities conducted by external evaluator.	3.3.iv. 13 completed Northeast Region surveys. One final impact evaluation to Northeast Region CAPCs and OCAP. 13 Northeast Region CAPCs will share the evaluation results with their respective County CAPC Boards.	3.3.4 9/1/2025 – 11/30/2025

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(Continued) Objective 3.3. Evaluate the effectiveness of the Innovative Partnerships Program, Northeast Region CAPC Partnership.	3.3.5. Northeast CAPCs will utilize impact evaluation outcomes to plan ongoing activities to support further mitigation of child abuse and neglect and sustainability efforts.	3.3.e. Number of activities planned/ conducted to support further mitigation of child abuse and neglect and sustainability efforts.	3.3.v. One plan and notes captured in meeting minutes, outlining activities planned/conducted as a result of the impact evaluation.	3.3.5 12/1/2025 - 6/30/2027
Objective 3.4. Evaluate the success of the Innovative Partnerships Program, Northeast Region CAPC Partnership.	3.4.1. Utilize Member Survey to measure the Northeast Region CAPC Partnership's success.	3.4.a. 13 completed Northeast Region CAPC Member Surveys (annually), administered by external evaluator.	3.4.i 13 completed Northeast Region CAPC Member Surveys (annually). Changes made as a result of findings from the Member Survey will be captured in meeting minutes and annual reports to OCAP.	3.4.1. 7/1/2025- 6/30/2027

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Objective 3.5. Develop a sustainability plan and next steps to maintain and strengthen partnerships among Northeast Region CAPCs and regional partners.	3.5.1. Seek opportunities to apply for public and private grants for capacity building and/or prevention programs, to sustain the Northeast CAPC Partnership.	3.5.a. Documented efforts to seek funding and results.	3.5.i. CAPC Sacramento will complete/submit one or more grant applications, identified/approved by the Northeast CAPCs.	3.5.1 7/1/2024- 6/30/2027

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Goal 4: Participate in opportunities for Northeast Region CAPCs to link and engage in mutually beneficial exchanges to learn from and engage with each other as well as community stakeholders.

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Objective 4.1. Expand collaboration and participation of CAPCs with County Child Death Review Teams (CDRT).	4.1.1. CAPC Sacramento will train the Northeast Region CAPC's on the Critical Incident Citizen's Review Panel CDRT Best Practices Toolkit just released by OCAP.	4.1.a. Increased knowledge of CDRT Best Practices.	4.1.i. One survey of CAPCs involved in their county's CDRT. 14 CAPCs will share the Critical Incident Citizen's Review Panel CDRT Best Practices Toolkit with their County's CDRTs.	4.2.2 7/1/2024-6/30/205
	4.1.2. Invite Northeast Region CAPCs to: 1) observe Sacramento CDRT; 2) learn CDRT functions in case review and data analysis; and 3) attend the presentation of a CDRT Sacramento County Annual Report.	4.2.b. 13 Northeast Region CAPCs invited to attend and/or receive presentation of a CDRT Sacramento County Annual Report.	4.2.ii. 13 Northeast Region CAPCs (not including CAPC Sacramento) will receive, and/or have access to, a presentation of the Sacramento County 2017-2021 CDRT Report. Thirteen (13) CAPCs will share the reported presentation with their county CDRT or invite CAPC Sacramento to present the report to their county.	4.2.1 7/1/2024-6/31/2027

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Grant Number:

Scope of Work

The Recipient shall work toward achieving the following goals and will accomplish the following objectives by performing the specified activities and evaluating the results as described. There is no minimum number of activities and deliverables required.

(Use your tab key to move to the next field.)

Goal 5: Develop a community-based Child Abuse Prevention (CAP) Month event(s) that includes policy representatives/officials and aligned CAP Month messaging in coordination with OCAP.

Objective (What are we trying to achieve?)	Activities (What strategies to implement objective?)	Deliverables (Outputs)	Measure (How will we measure success?)	Timeline (When?)
Objective 5.1. Promote the prevention of child abuse and neglect through community-based Child Abuse Prevention (CAP) Month event(s) that includes policy representatives/officials and aligned CAP Month messaging in coordination with OCAP.	5.1.1. Expand “Be the One” campaign, disseminating updated culturally responsive resources/tools to enhance community engagement/involvement.	5.1.a. Three updated culturally responsive & engagement-focused resources/tools developed by the Northeast CAPCs.	5.1.i. Three culturally responsive and engagement-focused resources/tools developed. 14 Northeast CAPCs utilize one+ of the three developed resources/tools as a part of CAP Month activities.	5.1.1. 9/1/2024-6/30/2025
	5.1.2. Gather and share April Child Abuse Prevention Month plans and activities.	5.1.b. Northeast Region CAPCs establish April CAP Month plans and activities, in alignment with OCAP messaging.	5.1.ii. 14 Northeast CAPCs participate in three agreed upon forms of mutual participation for CAP Month. 14 Northeast CAPCs complete one CAP Month Report (annually) to capture qualitative & quantitative CAP Month activities	5.1.2. 7/1/2024-6/30/2027
	5.1.3. Utilize OCAP CAP Month Toolkit materials/messaging.	5.1.c. 14 Northeast CAPCs access and use Child Abuse Prevention Month Toolkit.	5.1.iii. 14 Northeast CAPCs access/use OCAP CAP Month Toolkit tools/messaging. 14 Northeast CAPCs will report use of the OCAP CAP Month toolkit to CAPC Sacramento, who reports data to OCAP.	5.1.3. 7/1/2024-6/30/2027



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

April 8, 2025

Reference ID:
2025-194

Crestwood Behavioral Health Agreement Amendment 1 Health & Human Services - Behavioral Health ACTION REQUIRED

ITEM SUBMITTED BY

Lucy Vincent, Administrative Secretary

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve Amendment 1 to the sole-source contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA, increasing the contract to an amount not to exceed \$350,000, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On July 23, 2024, your Board approved a contract with Crestwood Behavioral Health, Inc. in the amount of \$285,430 for the provision of residential treatment services for FY 2024-2025. Having this comprehensive contract in place has significantly expedited the placement of Inyo County patients requiring a locked facility with specialized services at various levels of care. From July 2024 to February 2025, Inyo County has seen an unprecedented number of client admissions across multiple Crestwood facilities. Many of these individuals were Lanterman-Petris-Short Act (LPS) conservatees, necessitating extended stays with multiple levels of treatment. Due to this increased utilization, the originally approved contract amount is insufficient to cover anticipated expenses through the remainder of the fiscal year. To ensure continued access to these critical services, we respectfully request an increase of \$64,570, bringing the total contract amount to \$350,000 for the period of July 1, 2024, to June 30, 2025. This amendment will allow us to maintain an appropriate level of care for our clients as they progress toward returning to Inyo County.

FISCAL IMPACT:

Funding Source	Non-General Fund Mental Health Realignment or possibly new grant funding	Budget Unit	045200
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

A sole source procurement is justified in this situation because the County currently has individuals receiving treatment at this facility and moving these patients would be difficult and counterproductive to their treatment.

Current Fiscal Year Impact

Up to \$350,000 for the period between July 1, 2024 and June 30, 2025.

Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract amendment. This is not recommended because it would jeopardize the continued placement of Lanterman-Petris-Short Act conservatees.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Courts

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

High Quality Services | High-Quality County Government Services

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Lucy Vincent	Created/Initiated - 3/11/2025
Darcy Israel	Approved - 3/11/2025
Lucy Vincent	Approved - 3/11/2025
Melissa Best-Baker	Approved - 3/21/2025
Christian Milovich	Approved - 3/26/2025
Anna Scott	Approved - 3/28/2025
John Vallejo	Approved - 3/28/2025
Amy Shepherd	Approved - 3/30/2025
Nate Greenberg	Final Approval - 3/31/2025

ATTACHMENTS:

1. Crestwood Contract Amendment 1 FY 24-25

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CRESTWOOD BEHAVIORAL HEALTH, INC.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and CRESTWOOD BEHAVIORAL HEALTH, INC. (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 23, 2024, on County of Inyo Standard Contract No. 157, for the term from July 1, 2024 through June 30, 2025.

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:

Paragraph 3D (Limit upon amount payable under Agreement) shall be amended to increase from Two Hundred Eighty-Five Thousand Four Hundred Thirty Dollars and no cents (\$285,430) to Three Hundred Fifty Thousand Dollars and no cents (\$350,000).

The effective date of this Amendment to the Agreement is _____.

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

AMENDMENT NUMBER 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND
CRESTWOOD BEHAVIORAL HEALTH, INC.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Elena Mashkevich
Signature

Elena Mashkevich, Executive Director of Contracts

Dated: 03/20/2025

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich
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:

Aaron Holmberg
Aaron Holmberg [Mar 24, 2025 09:14 PDT]
County Risk Manager

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 23rd day of July 2024 an order was duly made and entered as follows:

*HHS-Behavioral
Health –
Crestwood
Behavioral Health
Contract*

Moved by Supervisor Orrill and seconded by Supervisor Roeser to ratify and approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA for the provision of residential treatment services in an amount not to exceed \$285,430 for the period of July 1, 2024, through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget and authorize the Chairperson to sign the contract and Business Associate Agreement. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 23rd
Day of July, 2024



NATHAN GREENBERG
Clerk of the Board of Supervisors

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

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: HHS DATE: July 30, 2024

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential treatment services of Crestwood Behavioral Health, Inc. of California (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 Anna Scott, whose title is: Health and Human Services 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, 2024 to June 30, 2025 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 Two Hundred Eighty-Five Thousand Four Hundred Thirty Dollars and no cents (\$ 285,430) (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, and 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, ETC.

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.

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.

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.

A. Contractor shall hold harmless, defend, and indemnify the County, its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of work described herein, caused in whole or in part by any alleged or proven negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except to the proportionate extent that such loss or damage was caused by the negligence or willful misconduct of the County.

B. The County shall hold harmless, defend, and indemnify Contractor and its officers, officials, employees, and volunteers from and against liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) arising out of or in connection with the County's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement except for the proportionate percentage that liability, loss, damage,

expense, or costs were caused by the negligence or willful misconduct of the Contractor. In no event shall the cost to defend charged to the County exceed the County's proportionate percentage of fault.

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, certification and licensing regulations, and directions. Records shall be permanent, either typewritten or legibly written in ink and shall be kept on all patients accepted for treatment. All health records of discharged patients shall be completed and filed within thirty (30) days after termination of each episode of treatment and such records shall be kept for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 18, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054, and 75343. All psychologist records shall also be maintained on each patient for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919.

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, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap. 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. PATIENTS RIGHTS.

Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Rights Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

14. 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.

15. 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.

16. 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.

17. 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 of any 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-three (23) below.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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-three (23) (Amendment).

23. 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.

24. 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>HHS – Behavioral Health</u>	Department
<u>1360 North Main Street, Suite 124</u>	Street
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Elena Mashkevich</u>	Name
<u>520 Capitol Mall, Suite 800</u>	Street
<u>Sacramento, CA 95814</u>	City and State

25. 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 Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
23rd DAY OF July, 2024.

COUNTY OF INYO

By: 
Signature

Matt Kingsley
Type or Print Name

Dated: 07/23/2024

CONTRACTOR

By: 
Signature

Elena Mashkevich, Executive Director of Contracts
Type or Print Name

Dated: 7/8/2024

APPROVED AS TO FORM AND LEGALITY:


Grace Weitz (July 8, 2024 10:38 PM)
County Counsel

APPROVED AS TO ACCOUNTING FORM:


Christie Martineale (July 8, 2024 10:45 PM)
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 Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2024 **TO:** June 30, 2025

SCOPE OF WORK:

Residential care in a locked Psychiatric Skilled Nursing Facility Provided by Crestwood Behavioral Health Inc. Facility shall maintain skilled nursing licensure and certification. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, and basic hygiene products. Special needs to be provided: activities, nursing services, special treatment program to provide a structured educational living environment, which provides for each resident's psychosocial needs.

Additionally, Crestwood shall provide:

Inpatient Mental Health Rehabilitation Services as described in the attached document "Mental Health Rehabilitation Center Program Description."

Inpatient Psychiatric Health Facilities services as described in the attached document "Crestwood Psychiatric Health Facility".

Residential Treatment Services as described in the attached document "Adult Residential Treatment Services – Bridge Program".

Exhibit A: Statement of Work

Description of services:

CONTRACTOR shall accept for residential care and treatment, individuals who are clients of the COUNTY. CONTRACTOR operates multiple facilities and will assign treatment levels and services based on the specific licensure and certification classification and service programs available in each facility. Minimum services shall include basic physician, nursing, pharmaceutical and dietary services. CONTRACTOR shall have the capability of providing a rehabilitation and activity program that includes but is not limited to the following services: skilled nursing services for medically complex clients, long term care, behavioral management intervention and training, life skills and community re-integration training, pre-vocational and vocational training, peer counseling and self-advocacy training, outpatient mental health services, and post discharge case management. CONTRACTOR shall provide comprehensive, culturally competent, strength-based, recovery- oriented, 24-hour subacute services to adult beneficiaries who meet target population and medical necessity criteria. CONTRACTOR's licensed residential facilities as part of the COUNTY sub-acute continuum, which includes Adult Residential Treatment Programs (ARTP), Transitional Residential (TR) Programs, Skilled Nursing Facilities (SNF) with a special Treatment Program, Mental Health Rehabilitation Centers (MHRC), Psychiatric Health facilities (PHF). CONTRACTOR services are provided in a structured home environment that supports improving recovery and independent living skills of individuals living with co-occurring medical and/or substance use disorders along with a psychiatric condition for the purpose of community integration and transition to a lower level of care.

Mental Health Rehabilitation Center (MHRC)

I. Program Intent and Goal

This level of care shall provide a supportive environment in a Mental Health Rehabilitation Center (MHRC) through specialized treatment services with a goal of rehabilitation that focuses on maximizing clients' level of functioning. Clients are expected to progress from intensive psychiatric behavior interventions to functioning independently in the least restrictive setting. CONTRACTOR shall provide services in accordance with the following goals:

- To provide a continuum of psychiatric and medical services that empowers and prepares clients to succeed in the least restrictive setting upon discharge from the MHRC/IMD.
- To provide a homelike and therapeutic environment for clients who are experiencing behavioral health challenges. The goal is for clients to move towards their potential in their physical, mental, and spiritual health.

- To assist County (COUNTY) in efficiently and effectively managing limited resources by providing an alternative to utilization of state hospital days and acute hospital administrative days.
- To increase the client's motivation and skills toward self-restoration.
- To prevent or decrease the rate of decompensation, thus reducing placements at higher, more costly levels of care.
- To provide the intensive staffing required to supervise and treat clients with behavioral and medical conditions.
- Prevent the need for re-hospitalization in acute psychiatric or medical facilities.
- Assist clients to maintain or improve functioning and decrease symptoms.
- Empower clients by involving them in directing their own treatment programs.
- Ensure the maximum usage of the most effective and newest psychiatric and medical pharmacological treatments and methods.
- Work collaboratively with the public behavioral health system to enable efficient utilization of this program's specialized resources.
- Assist clients in developing socially responsible behaviors, independent living skills, and coping skills to address their mental health conditions.

Target Population

- The population to be served shall be adult 18 years or older residents of the County that meet the following criteria: diagnosed with a Severe Mental Illness (SMI); and have severe functional impairments meeting requirements for a MHRC/IMD level of care and who may also need nursing interventions.
- Clients who are chronically ill with behaviors that may require 1:1 supervision and high levels of behavioral interventions, support, and/or a high level of nursing interventions.
- Clients who have been rejected for admission by all lower levels of care (less restrictive environment) in the community or deemed not appropriate for lower levels of care.
- Clients with significant behavior challenges that preclude them from living in the community independently.
- Clients who have significant social skills deficits, substance use disorders, impaired self-regulation skills, thought disorders, or nursing complexity.
- High risk clients or clients that continue to show that they are unable to function at the lower levels of care that are available in the community.
- Clients at inpatient or acute hospitals with behaviors or conditions that have shown effectiveness to treatment with enhanced 1:1 staffing.

- Clients with the following conditions: self-harm, polydipsia, brittle diabetics, scavenger behavior, intrusive behavior, aggressive/assaultive behavior, and food intake supervision.
- Clients who have significant behavioral challenges, limited social skills, dual diagnoses, impaired or unable to attend to independent living skills, poor self-regulation skills, thought disorders, and/or nursing complexities that prevent them from living in the least restrictive settings.
- Clients who are deemed gravely disabled by the treatment team and unable to care for their psychiatric needs, which prevents them from residing independently in the community.

Basic Program Requirements

- CONTRACTOR shall admit clients in need of 24-hour behavioral health services. These clients may have a history of or who, without adequate treatment, are at risk of displaying behavioral symptoms (e.g., combativeness, elopement risk, suicide risk, disrobing, substance or alcohol abuse, and/or excessive verbal abusiveness), which preclude them from being accepted and admitted into a lower-level care facility.
- CONTRACTOR shall provide clients a structured training regimen with individualized therapy and other behavioral health treatment services to assist them in developing new skills and modifying behaviors.
- CONTRACTOR shall provide services based on the specific needs of each client as identified through direct client assessments and from the client's treatment team.
- CONTRACTOR shall provide supervision for Behavioral Health Services Department (BHSD) clients twenty-four (24) hours a day.
- CONTRACTOR shall provide behavioral interventions specific to the clients' clinical and medical needs.
- CONTRACTOR shall monitor medication compliance, provide support and structure needed to minimize behavioral and psychiatric symptoms.
- CONTRACTOR shall work collaboratively with clients to develop individualized treatment plans to prepare clients for independent living in the community.
- CONTRACTOR shall provide linkage and education to community resources.
- CONTRACTOR shall communicate with conservators, the COUNTY, and the treatment team if there are changes to the client's condition.
- CONTRACTOR shall provide nutritionally healthy meals to all clients according to the County Nutritional Guidelines and Standards and provide individualized meal plans for clients with special medical needs.

- CONTRACTOR shall provide verbal prompts or physical assistance with personal care such as bathing, hair care, dental care, hand washing, dressing, or other grooming tasks to maintain good physical hygiene and appearance.
- CONTRACTOR shall provide intensive supervision for clients who have a history of AWOL, wandering, or are currently at risk of wandering offsite without supervision.
- CONTRACTOR shall have a specific training regimen to address areas pertaining to violence or aggressive behaviors, meal refusal (not related to eating disorders), medication refusal, Activities of Daily Living (ADLs) compliance, property destruction, challenging personality disorders, and other behaviors as deemed not appropriate if released to the community.

Individualized Intensive Treatment Services

- It is agreed by both CONTRACTOR and COUNTY that individualized intensive treatment services shall address special needs of clients requiring additional care above and beyond the basic services as described in Section III. "Basic Program Requirements" above. Such needs include, but are not limited to, the following:
- Medical care (e.g., diabetic diet, blood sugar monitoring, insulin dependent diabetic care, frequent lab work for medical conditions or physical medication, care for other conditions that require a special diet or monitoring). Medical care may also include other conditions, including, but not limited to, dialysis, oxygen, catheter care, and enemas.
- Clients who are significantly impaired and more chronic than the general population in the facility that require intensive programming, supervision, and support.
- Clients with severe behavioral issues that require supervision or intervention beyond usual redirections, prompting, or attention for psychiatric symptoms. This may include behavioral issues that interfere with psychiatric treatment, medical care, custodial care, or that present a danger or safety concern for the client, other clients, or staff.
- Clients with the following conditions: PICA behaviors, meal refusal, not taking or refusing psychotropic medications, dialysis or end stage liver disease, hypertension, polydipsia, brittle diabetes, AWOL risk, and seizure disorder conditions that require 1:1 supervision or extensive assistance.
- Clients who are chronically ill with behaviors that may require 1:1 supervision who require high level of behavioral interventions, support, and/or a high level of nursing interventions.
- Clients who may have histories of, or without adequate treatment, are at risk of displaying behavioral symptoms, such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness, which preclude them from being admitted into a lower-level care.

- Clients who have been rejected for admission at all lower levels of care and are at risk for placement at the state hospital level.

Licensed Skilled Nursing Facility (SNF)/Special Treatment Program (STP)

CONTRACTOR maintains a Licensed SNF that serves adults and older adults with co-occurring disorders (psychiatric/ medical) in need of 24-hour skilled nursing services.

Program Intent and Goal

This level or supplemental services shall serve County (COUNTY) adults and older adults who are dual diagnosed with a Severe Mental Illness (SMI) in combination with medical conditions that preclude them from being admitted into a basic Skilled Nursing Facility (SNF). In addition, this program shall serve individuals who have foiled basic SNF placements due to behavioral health challenges.

This level of service is also designed to reduce the utilization of acute psychiatric or medical beds by stabilizing both behavioral and medical symptoms.

Clients are expected to progress from intensive psychiatric behavior interventions to functioning independently in the least restrictive setting. CONTRACTOR shall provide services in accordance with the following goals:

- Providing a continuum of psychiatric and medical services that empowers and prepares clients to succeed in the least restrictive setting upon discharge from the SNF.
- Providing a homelike and therapeutic environment for clients who are experiencing medical and behavioral health challenges. The goal is for clients to move towards their potential in their physical, mental, and spiritual health.
- Assisting COUNTY in efficiently and effectively managing limited resources by providing an alternative to utilization of state hospital days and acute hospital administrative days.
- Increasing the client's motivation and skills toward self- restoration.
- Preventing or decreasing the rate of decompensation, thus reducing placements at higher, more costly levels of care.
- Providing the intensive staffing required to supervise and treat clients with behavioral and medical conditions.
- Assisting clients to maintain or improve functioning and decrease psychiatric symptoms.
- Empowering clients by involving them in directing their own treatment programs.
- Ensuring the maximum usage of the most effective and newest psychiatric and medical pharmacological treatments and methods.

- Working collaboratively with the public behavioral health system to enable efficient utilization of this program's specialized resources.
- Assisting clients in developing socially responsible behaviors, independent living skills, and coping skills to address their mental illness and medical conditions.

Target Population

- The population to be served shall be COUNTY adults (18 years or older) and that meet the following criteria: diagnosed with a SMI and have severe functional impairments meeting requirements for a SNF level of care.
- Clients who may have a history of or without adequate treatment, are at risk of displaying behavioral symptoms, such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness, which preclude them from being admitted into a regular SNF.
- Clients who have significant behavioral challenges, limited social skills, dual diagnoses, impaired or unable to attend to independent living skills, poor self-regulation skills, thought disorders, and or nursing complexities that prevent them from living in the least restrictive settings.
- Clients who are chronically ill with behaviors that may require 1:1 supervision and high level of nursing interventions.
- High risk clients, or clients that continue to show that they are unable to function at the lower levels of care that are available in the community due to their medical and psychiatric conditions.
- Clients at inpatient or acute hospitals with behaviors or conditions that have shown effectiveness to treatment with enhanced 1:1 staffing.
- Clients with the following conditions: self-harm, polydipsia, brittle diabetics, scavenger behavior, intrusive behavior, and aggressive/assaultive behavior, and food intake supervision.
- Clients whose mental illness requires a sub-acute level of care, as well as clients suffering exclusively from developmental disability, mental retardation or physical illnesses alone (without a psychiatric component) shall not be considered for admission.

Basic Program Requirements

- CONTRACTOR shall admit clients in need of 24-hour skilled nursing services and psychiatric services. These clients may have a history of or who, without adequate treatment, are at risk of displaying behavioral symptoms (e.g., combativeness, elopement risk, suicide risk, disrobing, substance or alcohol abuse, and/or excessive verbal abusiveness), which preclude them from being accepted and admitted into a lower-level care facility.
- CONTRACTOR shall provide professional nursing care with licensed nursing staff, bed and board, physical therapy, occupational therapy, speech therapy, social

services, medications, supplies, equipment, and other services necessary to the health of the client.

- CONTRACTOR shall provide a structured training regimen which includes life skills training that helps foster independent living, such as activities of daily living, safety awareness, stress management, impulse control, medication management, and awareness to community resources.
- CONTRACTOR shall provide health education and specialized treatment, such as dual diagnosed groups, individual counseling as applicable, coping skills, and other recovery interventions as needed for the recovery of the clients.
- CONTRACTOR shall provide a specific treatment protocol for clients who may have a history of aggressive or difficult to manage behaviors, may be resistant to care, non-ambulatory, and poor impulse control.

The facility is certified to admit a limited number of Special Treatment Program (STP) residents. The residents meeting STP criteria require participation in at least 27 hours of individual and/or group services. The purpose of the STP is to stabilize psychiatric symptoms and treat medical conditions in order to facilitate placement in a less restrictive setting.

Transitional Residential Facilities/Adult Residential Facilities

CONTRACTOR maintains licensure from Community Care Licensing Division (CCLD). Provides residential care with a range of services that focus on an individual's recovery and achieving greater independence. These programs are designed to provide a structured environment for individuals with mental health conditions. Transitional Residential is not locked, less restrictive environment than SNF, or MHRC.

Performance Measures

CONTRACTOR shall produce the following outcomes:

Objective: 90% of clients will not be psychiatrically hospitalized or incarcerated while open to CONTRACTOR program.

Performance measurement method: The total number of clients psychiatrically hospitalized or incarcerated while open to the CONTRACTOR program, divided by the total number of individuals discharged during the reporting period.

Objective: MHRC: 75% of the clients will be discharged within a 12-month period from admission to a lower level of care.

Performance measure method: Total number of successful discharges within the reporting period defined as the number of clients with a discharge reason of "client is receiving MH services elsewhere-step-down", or "client has completed MH services," divided by the number of clients discharged in the time period.

Objective: 90% of all clients referred for placement by COUNTY will be admitted into the identified programs.

performance measure method: The total number of clients accepted will be divided by the total number of clients referred during the reporting period.

Service standards:

CONTRACTOR shall:

- Provide culturally competent, strength-based, trauma-informed, client-centered services, which includes client voice and choice provided in collaboration with those individuals and agencies involved with the client. Clients will have a high level of decision-making power and be encouraged to use their natural supports. Services will begin with the end of services in mind toward the goal of achieving wellness in the least restrictive level of care.
- Adhere to Admission and Authorization guidelines.
- Comply with all applicable policy & procedures issued by the Division of Behavioral Health, and all applicable State and Federal laws in accordance with this Agreement, in carrying out the requirements of this Agreement.
- Abide by all applicable State, Federal and County laws, statutes and regulations, including but not limited to the California Code of Regulations, Title 22, Division 6, Chapter 6.
- Ensure Facility license is in good standing at all times.
- Submit in writing to COUNTY any denials to accept a client referred by COUNTY with supporting documentation substantiating rationale.
- Review the treatment plan on a quarterly basis with COUNTY to determine whether clients continue to meet criteria for CONTRACTOR services.
- Ensure COUNTY is able to make announced and unannounced site visits for the purpose of ensuring services and documentation are complete in accordance with this Agreement.

Service Requirements

CONTRACTOR shall ensure adherence to the following:

Service Levels

- Provide a minimum of weekly face to face contact or as clinically indicated, which may include but is not limited to: wellness plan development and monitoring, and enrollment in mental health rehabilitation groups.
- Ensure face to face Psychiatry visits are at a minimum of 1 time per month or as clinically indicated. Documentation required for any recommended changes to the minimum standard indicated.

Service Authorization

- Services are pre-authorized in writing by the COUNTY. Services not pre-authorized in writing by COUNTY shall not be reimbursed. All lower level of care referrals must be reviewed by COUNTY for written authorization.
- Facility rates shall be in accordance with Exhibit C, Payment Schedule.
- Request for a bed hold requires a written pre-authorization from COUNTY within 48 hours of incident.
- Bed holds can be authorized if the CONTRACTOR agrees to have the individual return.
- Bed holds are limited to a maximum of 7 days.
- Referrals will be reviewed, and a disposition will be made within 5 working days from receipt. All denials will be in writing and submitted to COUNTY.
- Disputes regarding the appropriateness of an authorized referral must have written documentation that includes the specific behavioral conditions that are of concern. Appeals will be reviewed by COUNTY for disposition.

Admission Criteria

Admission criteria will include medically stable individuals 18 years of age or older with a primary psychiatric diagnosis. County resident without private insurance, in accordance with Mental Health Plan regulations. Any exceptions shall require COUNTY written approval.

Core Mental Health Services

CONTRACTOR shall ensure:

- Individualized service plans focus on strengths and target identified behavioral problems and other conditions such as cognitive impairments. The client is involved in treatment planning to the best of their ability.
- Opportunities are provided to participate in educational and/or peer support groups for clients and caregiver/family (when available).
- Supportive individual therapy for clients is provided as clinically appropriate. Individual therapy is time-limited, targeted and focused on clearly identified goals and objectives.
- Services are provided that target symptom remission or functional improvement which may include, but are not limited to; motivational interviewing, teaching independent living skills, employment and vocational skills, and preparing wellness and recovery, and relapse prevention plans.
- Rehabilitation groups are provided for specific issues, such as money management, stress management, health and wellness, anger management (frustration and impulsivity), and relapse prevention.

- Education on psychiatric and/or co-occurring substance use disorders and relapse prevention are provided.
- Crisis intervention is provided as needed, to prevent re-hospitalization.

Discharge Criteria

- Client has achieved a level of recovery stability as determined by client, caregiver/family member, legal guardian and provider as measured by symptom management, recognition of triggers of relapse, active participation in a wellness plan.
- The length/duration of services shall be determined by the individualized needs of each client, in accordance with his/her Treatment Plan.
- Discharge Coordinators shall consult with the COUNTY regarding placement options and outpatient supports early in the discharge planning process.
- Client has been determined by the client, caregiver/family member, legal guardian, COUNTY IPT and current treatment provider to no longer benefit from the treatment environment or regime.

Assignment of Treatment Levels

An interdisciplinary team of CONTRACTOR's staff in each facility will determine the appropriate level of treatment to assign clients to at admission. CONTRACTOR shall assign clients to treatment levels that are appropriate to clients' assessed needs. Levels of treatment will be based on client need for observation/supervision, physical health needs, risk for physical aggression or self-harm, ability for self-care, participation in groups and other program activities, risk of elopement, and social skill abilities. Upon request, CONTRACTOR shall furnish COUNTY with documentation substantiating why client was matched to a specific treatment level. CONTRACTOR shall assess treatment level assignments on a regular basis but no less frequently than quarterly. Any changes in treatment levels will be communicated to COUNTY's staff in a timely manner.

Assignment of Rates

CONTRACTOR assigns basic rates annually along with the various levels of enhanced or patch rates for each of CONTRACTOR'S facilities. The total daily rate assigned to COUNTY's clients by the CONTRACTOR will be a combination of the basic rate for each facility and the additional enhanced or "patch" rate for that facility that corresponds to the level of care that the CONTRACTOR has determined that the client will require. CONTRACTOR shall provide COUNTY with the basis on which individual client bed rates are determined. CONTRACTOR shall not alter the level of service for a client of COUNTY, absent a life-threatening emergency, without advance approval of COUNTY.

Additional Charges for Intensive Staffing

In the event that a client is continuously agitated to the point that a one-to-one staff is necessary to allow the client to be maintained in the facility, CONTRACTOR

(Administrator of the relevant facility) shall contact COUNTY's assigned case manager or assigned Deputy Conservator as soon as feasible to request authorization for this additional service. The request may be initiated by telephone but must include specific behaviors that are to be addressed by the additional staff and estimating the length of time the service will likely be needed. Intensive staffing will be authorized in writing only by COUNTY's Mental Health Director or designee(s) daily, with a new written authorization required for any ongoing intensive services. After the initial request, additional requests may be made by telephone to the COUNTY's assigned case manager or assigned Deputy Conservator, with updated information justifying why ongoing authorization for intensive staffing is necessary and an estimated timeline for how long this level of service may be needed. Charges to COUNTY for intensive staffing will be based on the rate that CONTRACTOR facility is charged for the service and will only be reimbursed if CONTRACTOR has received written authorization from COUNTY'S authorized representatives.

Staffing Standards

CONTRACTOR shall:

- Maintain a minimum staffing model to ensure CONTRACTOR is able to meet the requirements outlined in the Exhibit A of this Agreement.
- Ensure staffing levels are maintained in accordance any applicable licensing regulations, and COUNTY policy.
- Notify COUNTY of all changes in staff and/or classification vacancies that exceed 30 days within 10 business days of the change. Staff includes Executive Director/CEO, Administrator, Associate Director/COO, Clinical Director, Chief Fiscal Officer, Medical Director, and Program Director.
- Provide clinical supervision to all direct care staff, licensed and unlicensed. Staff seeking licensure shall receive clinical supervision in accordance with the appropriate State Licensure Board. All staff will receive weekly group or individual clinical supervision, sufficient to support staff practice.
- Identify clinical staff responsible for providing or organizing training of staff. Training will include but is not limited to the following: Clinical characteristics of core target population, required services such as co-occurring substance use, service planning, risk assessments, psychiatric rehabilitation, skill-based groups, Targeted Case Management, family education /intervention, crisis management, and relapse prevention. Provide evidence in quarterly report that staff has completed such trainings. As appropriate for classification, designate staff to attend all COUNTY required trainings as identified by COUNTY.

Additional Provisions

CONTRACTOR shall:

- Participate in all COUNTY Contract Monitoring site meetings for the purpose of reviewing client's progress, general welfare of clients, physical and program integrity of the facility as well as routine review of service provider reports and fiscal claims.
- Participate in monthly Utilization Review with COUNTY which may be composed of, but not limited to, the following participants: the client's conservator or representative, the COUNTY IPT representative, and the CONTRACTOR's facility staff designee. Findings and recommendations of this review shall become integrated into the client's treatment plan.
- Complete quarterly reports on the progress of individual client treatment goals to facilitate timely discharges. CONTRACTOR will provide a copy of this report to COUNTY upon request.
- Ensure COUNTY has documentation necessary from each of CONTRACTOR's facilities regarding admissions, discharges and length of stay data on a quarterly basis.
- Provide other data or reports as requested by COUNTY.
- Complete and submit all Serious Incident Reports, compliance, and quality assurance reporting and follow-up actions in accordance with COUNTY policy.

CRESTWOOD BEHAVIORAL HEALTH, INC.

EXHIBIT A – DESCRIPTION AND STANDARDS OF SERVICES

ADULT RESIDENTIAL TREATMENT SERVICES – BRIDGE PROGRAM

I. PROGRAM DESCRIPTION

- A.** Contractor shall provide residential treatment in its Bridge Program located at 6744 Eucalyptus Drive in Bakersfield, California, for severely mentally ill clients who may also have co-occurring substance use disorders. Individuals in this program are conserved and have traditionally been served in an Institution for Mental Health Disease (IMD) or underserved in a Board & Care setting.

Many of these individuals may have behavioral challenges such as aggressive behavior, social isolation, self-abuse, and other destructive behaviors. They may need continued stabilization, medication education, and support in developing and refining independent living skills. Discharge to independent living or supported housing within six (6) to twelve (12) months is the expectation of this enhanced program. Individuals utilizing the Bridge Program services are expected to learn the skills needed to support independent living and gradually decrease their need for support as they transition toward personal independence.

- B.** As noted in the vision statement above, Contractor is encouraged to provide a continuum of inpatient mental health and co-occurring capable services utilizing a social rehabilitation model.

Modalities shall include, but not be limited to, the following:

- Welcoming engagement;
- Comprehensive assessment utilizing a motivational interviewing/stage of change model;
- Medication education and management;
- Individual counseling and group counseling;
- Dual recovery support and education including Narcotics Anonymous/Alcoholics Anonymous meetings;
- Persuasion services to persons with substance use issues who are in the pre-contemplative stage of change for substance abuse;
- Dream Catchers vocational and pre-vocational support;
- Life skills education;
- Continuing education support;
- Peer mentoring and counseling;
- Peer employment;
- Community-based support programs and social activities;
- Wellness Recover Action Plan (WRAP);
- Spiritual support; and
- Family support and education.

- C. Contractor shall conform services to each individual's needs based on the assumption that co-occurring disorders are an expectation in the population served. Dual Diagnosis shall be an integrated approach to treatment of clients who have a substance use disorder and a comorbid psychiatric disorder with the following goals:
- The client will identify, prioritize, and work on mental illness and substance use problems and other recovery issues.
 - Progress in moving from one stage of change to the next with identified recovery issues.
 - Development of relapse prevention and skills that address all identified problems.
 - Acknowledgment and knowledge about one's mental illness and substance use, diagnosis, treatment options, and the development of a personal wellness plan.
 - Clients with co-occurring disorders attend at least three (3) substance use related treatment and/or support groups each week.
 - The resolution of the problems of "grave disability" and/or danger to others.
 - The long-term goal of abstinence from alcohol and other drugs.
- D. Contractor's treatment program shall be developed with brief lengths of stay, usually less than four months, anticipated for most clients. All clients are expected to demonstrate increased self-control and autonomy in preparation for "discharge to less restrictive placements" within the community.
- E. Acute Care and Bed Hold Process
1. Contractor shall notify the county if the client meets inpatient criteria for hospitalization and/or any time a client is away from the facility overnight requiring Contractor to request a bed hold.
- Notification and authorization are required when a client:
- Is moved to a higher level of care (Inpatient Hospital: Kern Medical, Bakersfield Behavioral Health Hospital, or Crestwood Behavioral Health's Psychiatric Health Facility);
 - Elopes or is absent without leave (AWOL) from the facility; or
 - Has an approved pass granted by the Conservator.

II. STANDARDS OF CARE

- A. Contractor shall comply with all requirements set forth in Title 22 requirements for Adult Residential Facilities as established by the State of California Department of Social Services, Community Care Licensing Division.
- B. Staffing Ratios shall remain consistent with the guidelines set forth in Title 9 and Title 22.
- C. Disposition of referrals shall be determined by Contractor within 24-48 hours. Referrals shall include the most recent psychiatric evaluation, Interdisciplinary

Team (IDT) plan, Plan of Care, medication list, intake assessment, health and physical and Purified protein derivative (the PPD skin test for tuberculosis) whenever possible.

- D. An Admission Authorization form shall be completed for each client prior to his or her admission to Contractor's facility located at 6744 Eucalyptus Drive in Bakersfield, CA.
- E. Contractor shall not have admission policies that deny admission to any eligible individual solely based on active co-occurring substance use. Contractor shall provide services with the expectation that consumers have co-occurring substance use issues and disorders that require integrated attention to achieve successful outcomes.
- F. Contractor shall provide a treatment service plan that addresses interventions appropriate to client's diagnosis.
- G. For clients who are dually diagnosed with co-occurring mental health and substance use disorders, both disorders will be addressed in treatment.
- H. Contractor shall provide services that are culturally and linguistically competent, gender appropriate, and sensitive to the needs of the clients.
- I. All services shall be delivered in a manner that respects the client's gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities.
- J. Staff and volunteers shall represent the ethnic and cultural diversity of the community it serves. This includes bilingual staff and volunteers whenever possible.
- K. Documentation shall meet Medi-Cal requirements as set forth by the State Department of Health Care Services and be in accordance with Title 9 and Title 22.
- L. A progress notes to justify medical necessity for the adult residential setting will be documented weekly. Documentation will include the date the service was provided. Standards of documentation shall meet Medi-Cal requirements as set forth by the State Department of Health Care Services and be in accordance with Title 9 and Title 22.
- M. The family unit is considered an integral piece of the treatment program for a person experiencing mental health and substance use disorders. Treatment interventions must always consider issues of family dynamics and relationships, including the possible presence of co-occurring mental health disorders in the family.
- N. Contractor shall notify the County when clients are approved for outings over forty-eight (48) hours as approved by Conservator's Office. For outings of five (5) days or more during the month, preauthorization shall be approved by the County.

- O. Medical Care of clients shall be provided using authorized Medi-Cal health care professionals for basic health care, laboratory needs, X-rays, and other physical health care requirements.
- P. Notification to the County shall occur if there are unusual events such as attempts to harm self or others, elopement or Absence Without Leave (AWOLs), or if there are concerns about the health and safety of the client. Unusual occurrences shall also be reported.
- Q. Upon client expiration/termination from conservatorship, Contractor shall coordinate with designated outpatient team, Conservator, and Long-Term Care to develop a plan to transition client to a lower level of care within 30-60 days.
- R. Upon client expiration/termination from conservatorship, and while client remains in Contractor's facility, the County will cap payments for bed hold days to 3-7 per month.
- S. Planned Discharges shall use IDT format to provide a summary of the client's strengths and deficit areas. Contractor shall make recommendations about intervention techniques and other appropriate resources to optimize benefits from programming.
- T. Contractor shall participate in the Client Satisfaction Survey twice yearly. Customer Satisfaction shall be monitored with a seventy percent (70%) satisfaction rate targeted as the minimum acceptable standard.

III. QUALITY IMPROVEMENT STANDARDS

Contractor shall continually evaluate the needs of the residents being served and shall endeavor to meet those needs at all times. Further, Contractor shall incorporate the values of the residents into its activities, services, and programs.

A. Performance Standards

- 1. A minimum of seventy five percent (75%) of the clients will successfully transition to a lower level of care within twelve (12) months, and eighty eight percent (88%) within eighteen (18) months.
- 2. Ninety percent (90%) of all persons will be successfully discharged as evidenced by remaining at a lower level of care for at least six months post discharge.
- 3. Clients who are dually diagnosed with mental health and substance use diagnoses will attend a minimum of three substance abuse recovery groups per week.



Crestwood Psychiatric Health Facility

MISSION, GOALS AND SERVICE MODEL

The mission of Crestwood's Psychiatric Health Facilities (PHFs) is to provide an alternative to traditional psychiatric care through collaboration, empowerment, a healing environment, peer providers, family partners, and a recovery-oriented milieu. The Crestwood PHF provides the structure and support needed to promote stabilization and foster recovery. Crestwood Behavioral Health, Inc., with consultation from Recovery Innovations, shall provide acute psychiatric services licensed as a Psychiatric Health Facility in the community setting, for clients experiencing psychiatric crisis of such magnitude, that it is unmanageable in the community. Our goals are to restore a sense of hope, self-empowerment and realized potential of recovery in each of our clients.

The PHF services are for clients who require stabilization, medication management, behavioral interventions, psychosocial education, and a transition plan to successfully reduce the symptomology, increase the client's management of the disease process, reduce lengthy and costly acute and subacute hospitalizations, and to increase a successful return to their community. The Psychiatric Health Facility (PHF) treatment team shall include a psychiatrist, general practitioner or internist, registered nurses, licensed clinicians, case managers, peer mentors, a dietician, and creative arts therapists.

Crestwood shall screen, admit, assess, and treat utilizing recovery-oriented services to clients requiring acute psychiatric services. Our services shall support each client to recover with an enhanced sense of resilience, accessing a wide range of wellness tools, peer, staff and natural supports offered at this program. The mission of this program is to restore a sense of hope, empowerment, community/natural support inclusion, and realized potential in each client, as well as psychiatric stabilization during the crisis.

These services shall be instrumental in supporting each individual transition to the most independent level of services and support possible, including peer support, wellness and recovery programs, housing, and natural supports. Individuals requiring extended services shall be referred to the least intensive services, including supported housing programs; as needed, clients requiring more structure and support shall be transitioned to augmented adult residential services, board and care; and lastly as needed in extreme situation to IMD services. These clients shall be transitioned with their WRAP and with a transition plan which can enable them to continue to transition to independence.

The staff, including peer providers, and the system of services provided at the PHF may be the first point of access for many. We provide hope, choice, empowerment, and a restored belief in the self so that people will recover, and that the likelihood of future hospitalization will be reduced. We also believe that if additional services are required that having a system of county providers (including ACT, vocational, housing and IMDs) united by trained peer providers, Wellness Recovery Action Plan (WRAP) and recovery-oriented services, that clients will

transition safely and softly to any level of support needed and be fully integrated into the community. We shall commit to providing the training and support needed to unite the county providers with trained peer providers, WRAP, and recovery-oriented services.

Program Features:

- 24-hour nursing supervision and care.
- 24-hour psychiatric and mental health consultation.
- Staff trained in treatment of chemical dependence and significant and long-term mental health issues.
- Individual therapy with a licensed clinician.
- Integrated treatment planning process.
- Dialectical Behavior Therapy (DBT) – individual and team approach.
- Wellness Recovery Action Plan (WRAP).
- Psycho-educational groups, individual counseling, and support.
- Independent living skills training.
- Motivational strategies to engage and continue engagement for this population.
- Trauma informed environments.
- Care and education for medical complexities not requiring skilled nursing.
- Linkage to community supports.
- Individualized recovery plans to achieve personal goals.
- Wellness and fitness support.
- Nutritional education, counseling, and support.
- Yoga, meditation, and support for a spirituality path.
- Peer support.
- Dreamcatchers Empowerment Network vocational services as needed.
- Meditation groups.
- Family support.
- Discharge and transition planning to create and support movement as possible.

Recovery Philosophy

At Crestwood we believe that recovery is a supportive process where a person is encouraged to maximize their life and achieve a sense of balance and fulfillment. It is a deeply personal and self-directed process built on hope, empowerment, meaningful roles and spirituality. We create an environment that fosters personal choice and active participation in daily activities and life direction. Our services continually evolve based on client needs. We place a high value on client input by involving clients in designing, planning, implementing and evaluating our services; find ways for clients to make choices on a daily basis; and provide the tools to support and validate those choices.

Crestwood holds the following values as core to recovery for all individuals:

- **Hope** - Hope is the cornerstone in the journey of recovery. Hope is the belief in life's possibilities.
- **Empowerment** - Empowerment is the belief that one has power and control in one's life. It involves taking responsibility and advocating for self and others.
- **Meaningful Roles** - Meaningful Roles are positive identities within the places we live, learn, work and socialize, creating a sense of purpose and value.
- **Spirituality** - Spirituality is the connection to a greater power, others and self. It is the way to find meaning, hope, comfort and inner peace in life. Many

people find spirituality through religion. Some find it through music, art or a connection with nature. Others find it in their values and principles.

Through our Crestwood Recovery and Resilience Solutions, we provide training to certify peer provider specialists, parent partner providers, advanced peer and parent training, professional recovery training and ongoing support and consultation from recovery experts. Crestwood meets Performance Improvement expectations utilizing external and internal reviews to ensure that we are applying the most current and effective evidenced-based practices.

Services

Crestwood shall provide intensive psychiatric services in the 16-bed, co-ed Psychiatric Health Facility (PHF) for clients requiring 24-hour professional observation. The clients shall be 18 years or older and may be admitted on either a voluntary or an involuntary basis.

All admissions will be consistent with the treatment philosophy and will focus on a healthy transition of the client to lower intensity services, as independent and integrated into the community as possible. Flexible and accessible linkage shall be provided.

The Psychiatric Health Facility (PHF) treatment team (Medical-Clinical Staff) shall include a psychiatrist to deliver psychiatric client care services. Psychiatrists shall provide active psychiatric treatment and support to clients in the program seven days a week/24 hours per day, and provide psychiatric administrative services, including a qualified psychiatrist to act as facility medical director.

The Psychiatric services shall include the following services:

1. Psychiatric assessments.
2. Dr to Dr consultation.
2. Medication prescribing and monitoring.
3. Daily visits to persons served.
4. Supportive counseling.
5. Documentation of psychiatric services.
6. Coordination of services of overall client health care needs.
7. Coordination of services with Outpatient Services as needed.

The multi-disciplinary team will also include a staff of registered nurses, a licensed clinician, case managers, vocational coach, peer mentors, family partners, quality assurance, culinary specialist, and creative arts therapist.

Clinical Team services shall include the following services:

1. Complete a thorough evaluation and diagnostic formulation.
2. Provide medication education and management. Education shall include the medication education modules.
3. Provide support and skills formulation to support independence.
4. Identify and mobilize individual and family resources through family therapy, support, education and linkage.
5. Provide Wellness Recovery Action Planning education and support (WRAP), including the Crisis WRAP.
6. Assist the client with identification and utilization of community resources.
7. Recreation therapy and creative arts therapy program.

8. Discharge the client to the least restrictive appropriate setting.
9. Work with the County to provide a benefit specialist who ensures Medi-Cal eligible clients are enrolled in the program.
10. Complete a Client Satisfaction Survey upon discharge of each client; and
11. Provide clients a monthly or more frequent visit by representatives of the National Alliance of the Mentally Ill.

COUNTY AND CENTER PARTNERSHIP

The partnership between Crestwood PHF and the County starts with the goal of working in concert with the county to provide a variety of innovative recovery services to individuals experiencing acute psychiatric needs. The center provides an environment fostering recovery for clients as they are in the greatest distress or as they are beginning their psychiatric treatment. This level of commitment shall start with implementing a Crisis Plans and WRAP from the beginning of treatment. This plan shall be a shared tool utilized by the County in their system of wellness services and treatment options.

Crestwood PHF provides clients from varying levels of needs the supports and options to move towards independence and re-integration into the community. The focus on supportive holistic healing practices provides consistency in the recovery process from the time of the referral through post discharge. The anticipated length of stay is 7-14 days.

The Clinical Director and clinical staff shall maintain frequent contact with the county to review clients' progress, troubleshoot concerns and provide opportunity to discuss needs and feedback. The PHF shall establish routine meetings with the county, family and client to set forth program goals, review current needs and provide an opportunity to discuss any issues or concerns. The center, the county, and the clients have a vested interest in the success of each client and shall take every measure to assure that success is achieved.

SECURITY AND SAFETY

The PHF shall provide security and a structured program to enable the client to attend therapeutic groups, classes, one-to-one counseling sessions, physical activities, pre-vocational support programs, and peer led support groups. The program is located on a locked, self-enclosed unit. The PHF shall conform to the state and federal fire requirements for fire and life safety, state requirements for environmental impact, and local fire safety and building ordinances. The PHF shall be inspected annually to ensure compliance with regulations and ordinances. The PHF maintenance staff shall maintain the site in a safe structural condition at all times. Security at the PHF includes a comprehensive security video camera system, a restraint room and all staff members are trained in Crisis Prevention Intervention and shall adhere to strict training and educational guidelines and renewals. Staff will be required to be always on the unit and assess the clients' status at least every fifteen (15) minutes for safety. In the event that a client is in need of further monitoring for safety, such as 1:1 observation, interventions will be made to provide such monitoring and addressed in their RSP. Any visits by outside persons, not including County personnel, will be monitored by staff. There will be no visitor allowed in the facility that is deemed under the influence of alcohol or illegal substances. It is also at the discretion of the PHF to end any visits that would interfere with the program milieu, other clients receiving services and/or pose a threat to any persons at the site.

PSYCHIATRIC, PSYCHOLOGICAL AND COUNSELING SERVICES

Psychiatric services shall be provided by licensed physicians with training and experience in psychiatry.

Duties and Administrative Services of the Medical Director/Psychiatrist shall include:

1. Daily participation in facility treatment planning meetings.
2. Provision of the direct psychiatric services.
3. Coordination with outpatient psychiatrists as indicated.
4. Participation in monthly Medical-Clinical Staff meetings.
5. Coordination and general supervision of physical health care physicians and provide appropriate documentation in medical records of coordination between psychiatry and physical health care physicians, or assurance that such documentation is provided by other psychiatrists.
6. Assurance that facility psychiatric practices are in compliance with regulatory standards.
7. Participation in legal hearings as required.
8. Participation in preparation of Temporary Conservatorship Applications.
9. On-Call for telephone response to facility for twenty-four (24) hours per day, seven days (7) per week, within fifteen minutes of being paged.
10. It is expected that these services will require approximately eighteen (18) hours per week, on average, of onsite time by the Medical Director. Time spent on these services may vary on a daily basis, but must be documented at least weekly on a time study log.
11. The On-Call service will include responding to requests to evaluate referrals, give admitting orders, medication and change of status orders and such other psychiatric services as may be legitimately delivered telephonically.
12. The Medical Director may arrange for temporary coverage for their duties by a qualified psychiatrist who is also a current member in good standing of the Medical-Clinical staff of the facility. Substitute coverage would be limited to illness, vacation, holidays and other legitimate reasons for temporary absence.
13. Provide assurance that facility psychiatric practices are in compliance with regulatory standards.

Psychiatrist

The psychiatrist (non-Medical Director) providing services will:

1. Be responsible for adhering to the Medical Staff standards
2. Be responsible for providing documentation in the client medical records that meets facility rules and regulatory standards
3. Be responsible for documenting evidence of medical necessity daily.
4. Provide a discharge summary for every client discharged from the facility. The discharge summary shall be completed within 24 hours of discharge and shall include:
 - Reason for admission
 - Acute medical problems during hospitalization
 - Laboratory results obtained during hospital stay
 - Discharge diagnoses

The psychiatric and medical coordination services shall require approximately 35 hours per week, on average, of onsite time by the Psychiatric Services Coordinator and/or designee. Time spent on these services may vary on a daily basis but must be documented at least weekly on a time study log.

We shall provide the County with all information necessary to establish professional credentials for each psychiatrist applying to the Medical-Clinical Staff for privileges.

PSYCHIATRIC NURSING SERVICES

Psychiatric nursing services shall be designed to meet the objectives of each client's interdisciplinary treatment team. There shall be a full clinical nursing policy and procedure manual to direct and document all nursing services. The nursing department shall have documented staffing pattern reflecting the identified PHF staffing pattern and the needs of the clients served at the PHF.

The psychiatric nursing services shall be under the direction of the full-time Registered Nurse.

The nursing policies and procedure shall address medication administration. There shall be a full Pharmacy Manual that will address all aspects related to Pharmacy Services.

SOCIAL SERVICES

Social Services shall be designed to meet the objectives of each person's interdisciplinary treatment plan in accordance with the program goals and objectives.

Social services shall be under the direction of a licensed clinical social worker.

REHABILITATION SERVICES

The master schedule of therapies, activities and events will be prepared by our clinical staff in partnership with the County. The schedule will include peer support; WRAP; group therapies; skill development; vocational support; client education activities; family therapy; and introduction to NAMI's family to family education and support and multifamily groups; and scheduled community meetings; independent living skill support; meals; and exercise. The treatment team is expected to coordinate and support each client to participate in activities tailored to each person's individual needs.

We will have the formal scheduled activities provided by staff members that are specifically trained to provide these services. The schedule shall be based on clients' needs and preferences and will always be client-directed through the input from the peer providers.

A licensed psychologist, psychiatrist or social worker will direct most formal group therapy, family therapy and multifamily therapy sessions. The recreation therapist and Clinical Director will supervise other therapeutic activities and the nursing staff will support activities, including providing medication education and support. The nursing staff will largely be responsible for attending the milieu, providing for client safety, activities of daily living and supporting the client throughout treatment.

The multi-disciplinary staff will develop effective working relationships that will be professional, collegial, respectful, and collaborative. All PHF staff shall be responsible for adhering to all licensing and regulatory standards and facility rules and regulations.

DAILY SCHEDULE

6:00 -	7:00 -	Get Up and Dress
7:15 -	8:15 -	Breakfast

8:00 -	9:00 -	Life Skills Training Group (concurrently)
	-	Personal Hygiene Training
	-	Daily Motivation/Organizational training on a 1:1 basis
	-	Morning Meditation
	-	Social Break
9:00 -	10:00 -	Medication Education
10:00 -	10:50 -	Life Skills Training Classes
	-	WRAP
	-	Impulse Control
	-	Stress Management
	-	Self Esteem Building
	-	Assertiveness Training
	-	Preparation Training
11:00 -	11:50 -	Life Skills Training
	-	WRAP
	-	Medication Management
	-	Money Management / Personal Organization
	-	Insight Training
	-	Wellness
	-	Job Skills
12:00 -	1:00 -	Lunch
1:00 -	1:45 -	Medication Education
2:00 -	2:45 -	Recreation
	-	Recreation Club
	-	Crafts
	-	Music Appreciation
	-	Sports
3:00 -	4:30 -	Recreation
	-	Creative dance
	-	Journal writing
	-	Exercise
	-	Art Therapy
	-	Physical fitness
4:30 -	5:00 -	Medication Education
5:00 -	6:00 -	Dinner
6:00 -	7:00 -	Life Skills training/Relaxation
	-	Vocational Preparation Training
7:00 -	9:00 -	Recreation
	-	WRAP
	-	Videos
	-	Table Games
	-	Open Recreation Room
	-	Poker Night

AFTERCARE SERVICES

Aftercare services are designed for a client being discharged from the PHF for the purposes of being integrated into the community, to live as independently as possible. Prior to or at the time of discharge, each person served will be evaluated concerning the persons individual needs for aftercare services and noted in the medical record.

The aftercare services may include, but not be limited to the following:

- Arranging for out-of-home placement if necessary.
- Arranging for medication linkages to community clinics and pharmacy services and supervision if indicated.
- Obtaining community social, vocational, and educational services.
- Linkage to wellness and recovery services provided for the community.

Aftercare services may be provided by PHF staff or a contractor through agreement as needed, and as directed by the PHF Clinical Director. Aftercare plans shall be provided to all clients discharged from the PHF, the responsible party or designated support system and the county designee. The aftercare plan shall meet all of the Title 22 regulations and the standards set forth by CARF.

DOCUMENTATION

Our documentation will include in each client's record: all intake information; pre-admission assessment; other assessments; history and physical; laboratory work; legal authorizations for admissions; consultation reports; treatment plans; physician's orders; nursing assessment and progress notes; physician's progress notes; social service evaluation and progress notes; and other documents as required by Title XXII and Title XVIII.

Our charting requirements include a physician progress note at least once every 24 hours, and a nursing progress note at least once a shift. We will conduct and document observation of clients in seclusion and/or restraints as required by California state law and CARF standards. Provider must document all dispensation of medications, known medications, the client was taking prior to admission, and unusual responses to medications.

ADMISSION CRITERIA

The counties contracting with the PHF for a recovery-based acute psychiatric services program shall authorize all referrals and subsequent admissions. They shall make an initial contract with the admission coordinator which shall stipulate:

- a. Estimated length of stay
- b. Level of symptoms, needs
- c. Expected behavioral outcome

The purpose of the screening process is to provide clients and their representatives a thorough eligibility screening process in the most expedient manner. If necessary, the clients are referred to more appropriate programs if Crestwood Behavioral Health, Inc. is not able to provide the level of care needed.

PROCEDURE:

1. The admission coordinator (or facility designee) shall obtain copies of all pertinent information (social history, discharge summary, current physical examination, laboratory reports, chest x-ray, and billing information) in advance of the admission.
2. The admissions coordinator determines suitability for admission. Using the facilities criteria for admission and considering the best interests of the client. The center retains the right to determine if the client can be effectively treated at this center, and to deny or accept referrals based on this determination

3. Clients who could be served at a lower level of care shall not be admitted to this program. Referrals with a history of violence or predatory behavior shall receive increased screening to assure that we maintain a safe and secure environment for all clients.
4. The admissions coordinator is to consider the specific needs of the clients and the outcome expected by the referring county.
5. Clients admitted shall have an admission agreement signed by the client or legal representative describing the services to be provided and the expectations and rights of the client regarding program rules, client empowerment and involvement in the program, and fees.
6. Clients shall be admitted to this center only upon the written referral of and remain under the care of a psychiatrist licensed to practice in the State of California.
7. Clients shall not be denied admission by reason of race, color, religion, ethnic background, sex, age, or physical disability. Clients are assigned rooms within the facility without regard to race, color, religion, ethnic background, or disability, however preference and compatibility will be taken into account.
8. When making decisions on admissions, the Admissions Coordinator shall take the following into consideration.

ADMISSION CRITERIA

- Current diagnosis.
- The client must exhibit behavioral symptoms, which prohibits them from being admitted to a lower level of care.
- The client must exhibit a need for stabilization and rehabilitation potential with evidence of responsiveness to behavioral interventions.

EXCLUSIONARY CRITERIA

1. Persons served with a primary diagnosis of an eating disorder.
2. Persons served with a primary diagnosis of chemical dependency, chemical intoxication, or chemical withdrawal.
3. Persons served requiring medical interventions beyond the level appropriate to a PHF including detoxification from substance abuse or substance induced delirium.
4. Persons served with conditions requiring skilled or intensive nursing care or treatment that the facility cannot provide.
5. Inability to exit the building independently.

The Admission Coordinator shall obtain copies of all pertinent information (current physical examination, laboratory reports, chest x-ray and billing information) in advance of the admission. The PHF retains the right to determine if the client will benefit from the program, if the client can be effectively treated at this facility and to deny or accept referrals based on this determination. The Clinical Director and the Nursing Services Supervisor shall assess all referrals to establish that they meet the criteria for the facility. If a client develops a communicable disease, this shall be reported to the County Health Officer and his recommendation followed.

Tuberculosis screening procedures shall be determined by the attending physician. A tuberculosis screening procedure may not be required if there is satisfactory written evidence available that tuberculosis screening procedure had been completed within 24-hours of admission.

The client's health records from admission to discharge are maintained and preserved according to State and Federal Regulations and in accordance with the Standards of

Professional Practice of the American Medical Record Association. An inventory of all personal effects, valuables, and monies, retained in the custody of the facility shall be made at the time of admission and a record maintained in the medical record.

COMPREHENSIVE ASSESSMENT

I. PURPOSES:

- A. To assess the immediate needs of the newly admitted patient.
- B. To provide data to be used in developing an appropriate treatment plan.
- C. To comply with California Administrative Code, Title 22 § 77065©.

II. DEFINITION:

- A. An Integrated Assessment form is used to collect clinical information about the patient upon admission and is divided into 5 sections by discipline. The Integrated Assessment form includes the nursing assessment, psychiatrist assessment, social worker assessment, therapeutic recreation assessment, and a history and physical by a physician or nurse practitioner.

III. POLICY STATEMENT:

- A. It is the policy of the psychiatric unit that the assessment and reassessment of the patient receiving treatment for mental behavioral disorders will include at least the following:
 - 1. A history of mental, emotional, behavioral and substance use problems, their co-occurrence and treatment.
 - 2. Current mental, emotional, and behavioral functioning, including a mental status examination.
 - 3. Maladaptive or problem behaviors.
 - 4. And a psychosocial assessment.

IV. PROCEDURE:

- A. An initial nursing assessment is completed as part of the Integrated Assessment for every patient receiving nursing care. The initial nursing assessment is started within 2 hours and should be completed within 24 hours of admission. Information may be collected from any source available, family member, old chart, or outpatient case managers. Nursing staff will continue to collect information until the assessment is complete.
- B. A psychiatric evaluation is initiated within 24 hours of admission by a licensed psychiatrist. A working diagnosis, mental status examination and medical necessity review for admission are completed within the first 24 hours. Additional information is collected with each subsequent interview and therapy session until the psychiatric evaluation is complete.
- C. A complete history and physical must be completed immediately before admission or within 24 hours after admission unless a history and physical examination has been completed within the previous 30 days and is determined by the attending physician to be current. The history includes a review of the presenting illness, past medical history, social history, personal history, and

review of systems. The physical includes a neurological and physical exam. The Assessment, diagnosis recommendations and orders complete the history and physical process.

- D. A Primary Assessment is completed within 24 hours of admission by the Service Coordinator. The Primary assessment includes the patients' social, personal, childhood, vocational, trauma and military history as well as the family living situations and spiritual support systems. The service coordinator assists with financial, legal and discharge needs.
- E. Psychological assessments are performed by licensed psychologist, LCSW, LMFT or psychological intern at the order of the psychiatrist. A variety of personal, social, or functional tests are available upon request.
- F. Reassessment with emphasis on changing mental status dangerous behaviors and physiological changes are conducted every 12 hours by psychiatric nursing staff. Additional complete reassessments are conducted by all other disciplines as required by the patients' condition.

V. SPECIAL CONSIDERATIONS:

- A. When patients are unable or unwilling to participate in the initial assessment process, gather any historical information available, begin the Treatment Plan, write the admission nursing note, indicated the patient's inability/unwillingness to participate, and notify the patient that the assessment will be done at a later time.

VI. EDUCATION:

- A. Patient/Family: Patients and family are encouraged to participate in the treatment planning process and provide as much information as possible to assist with discharge planning.
- B. Staff:
 - 1. The nurse and floor staff will be oriented to this process during unit orientation.
 - 2. Floor staff will be oriented to data collection methods during unit orientation.

DISCHARGE CRITERIA

The discharge criteria are based on the needs and goals of the client. The criteria are intended to be used as guidelines to assist in preparing for and identifying the goals for each client's discharge.

- Medication and treatment compliant.
- Meets goals set in recovery service plans.
- Is adequately stable in targeted behaviors to re-enter the community.
- Participates in individual recovery program.
- Lack of self-harm or harm to others.
- Exhibits insight regarding their recovery process.

Discharge Planning

Discharge starts at the time of admission with the shortest stay possible to reduce the crisis and return the client to former levels of functioning. Client resources, goals, and support are all part of the assessment. The written discharge summary shall reflect the client's progress and efforts made toward achieving their personal goals, and the goals and objectives set toward transitioning to independent living in the community. The discharge summary shall include an overview of the service plans, with specific interventions that were most effective. The Wellness Recovery Action Plan (WRAP) shall be included in the client gives permission. The referrals to community-based agencies shall be included with the specificity required to maintain continuity of care.

COUNTY OF INYO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity ("CE"), and Crestwood Behavioral Health, Inc., referred to herein as Business Associate ("BA"). This Agreement is effective as of July 1, 2024, (the "Agreement Effective Date").

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health ("CIMH"), herein referred to as ("Contract"), some of which may constitute Protected Health Information ("PHI") defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

County of Inyo

By: [Signature]

Print Name: Matt Kingsley

Title: Board Chairperson

Date: 07/23/2024

BUSINESS ASSOCIATE

Crestwood Behavioral Health, Inc.

By: [Signature]

Print Name: Elena Mashkevich

Title: Executive Director of Contracts

Date: 7/8/2024

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2024

TO: June 30, 2025

SCHEDULE OF FEES:

PLEASE SEE THE ATTACHED SCHEDULE OF FEES.

CRESTWOOD BEHAVIORAL HEALTH, INC.**7/1/2024**

<u>SNF/STP - IMD Designation</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
Crestwood Wellness and Recovery Ctr Redding IMD – 1122 NPI - 1194743088	282.00	57.00 74.00 142.00 Negotiated

<u>SNF/STP</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
Crestwood Manor Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	72.00 105.00 141.00 Negotiated

Crestwood Manor Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	72.00 105.00 141.00 Negotiated
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Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	72.00 116.00 167.00 Negotiated
---	--	---

<u>SNF</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	167.00 Negotiated

* The rates above include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

12/18/2023

CRESTWOOD BEHAVIORAL HEALTH, INC.**7/1/2024****Mental Health Rehabilitation
Centers****Room and Board/Per Diem***

Crestwood Center	Level 1	423.00
Sacramento MHRC - 1106	Level 2	384.00
NPI - 1356411656	Level 3	349.00
Crestwood Behavioral Health Ctr	Level 1	461.00
San Jose MHRC - 1107	Level 2	370.00
NPI - 1376623256	Level 3	360.00
Crestwood Behavioral Health Ctr		363.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	782.00
Bakersfield MHRC - 1115	Level 1	423.00
NPI - 1275610800	Level 2	384.00
	Level 3	347.00
Crestwood C.E.N.T.E.R.	Level 1	413.00
Angwin MHRC - 1116	Level 2	329.00
NPI - 1316024953	Level 3	274.00
Kingsburg Healing Center	Level 1	537.00
Kingsburg MHRC - 1140	Level 2	475.00
NPI - 1073989661	Level 3	404.00
	Bedhold**	
Crestwood Recovery and Rehab	Level 1	425.00
Vallejo MHRC - 1141	Level 2	361.00
NPI - 1508935834	Level 3	319.00
Crestwood San Diego	Level 1	529.00
San Diego MHRC - 1154	Level 2	453.00
NPI - 1295146934	Level 3	378.00
	Bedhold**	

*The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

**Bedhold - same as current client's level/rate

12/18/2023

CRESTWOOD BEHAVIORAL HEALTH, INC.**7/1/2024**

Crestwood Chula Vista Chula Vista MHRC - 1164 NPI - 1023495181	Level 1	529.00
	Level 2	453.00
	Level 3	378.00
	Bedhold**	
San Francisco Healing Center San Francisco MHRC - 1166 NPI - 1447758024	Bedhold**	563.00
Fallbrook Healing Center Fallbrook Healing - 1167 NPI - 1639738297	Level 1	529.00
	Level 2	454.00
	Level 3	378.00
	Bedhold**	
Champion Healing Center Lompoc Healing Center - 1170 NPI - 31487282273	Level 1	588.00
	Level 2	498.00
	Level 3	413.00

*The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

**Bedhold - same as current client's level/rate

12/18/2023

CRESTWOOD BEHAVIORAL HEALTH, INC.**7/1/2024****Psychiatric Health Facilities****Room and Board/Per Diem***

Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	1,484.00
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* The rates above include room and board, nursing care, activity program, program services, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

12/18/2023

CRESTWOOD BEHAVIORAL HEALTH, INC.**7/1/2024**

<u>Adult Residential Facilities/Social Rehabilitation Centers*</u>	<u>County</u> <u>Supplemental Rate</u>
Pathways Eureka Pathways, Social Rehab - 1125 NPI - 1811374564	240.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	182.00
Bridge Program - Bakersfield Bakersfield Bridge, Social Rehab - 1137 NPI - 1265501597	250.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	182.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	182.00
The Pathway Pleasant Hill Pathway, Social Rehab - 1144 NPI – 1578634911	237.00
Bridge Program Fresno Fresno Bridge, Social Rehab - 1145 NPI - 1093892663	239.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	182.00
Hummingbird Healing House San Diego, Social Rehab – 1168 NPI - 1992206734	230.00

* Room and board rate is paid by the responsible party. The room and board rate includes program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

12/18/2023

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2024 **TO:** June 30, 2025

SEE ATTACHED INSURANCE PROVISIONS

**Attachment C: 2024 Insurance Requirements for
SKILLED MEDICAL FACILITIES FOR IN-PATIENT & OTHER CARE - CRESTWOOD**

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence, **\$6,000,000** aggregate.
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. Minimum increases to **\$2,000,000** per accident if contractor will be transporting county patients off site.
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.
4. **Healthcare Professional Liability:** Insurance appropriate to the work hereunder, with limit no less than **\$2,000,000** per occurrence or claim, **\$6,000,000** aggregate.
5. **Abuse/Molestation Liability** (Sexual assault and misconduct): Coverage with limits no less than **\$2,000,000** per occurrence or claim, **\$6,000,000** aggregate.
6. **Cyber Liability** insurance, with limits not less than **\$5,000,000** per occurrence or claim, **\$5,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations regarding patient data as undertaken by Contractor 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.

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

OTHER INSURANCE PROVISIONS

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

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

**Attachment C: 2024 Insurance Requirements for
SKILLED MEDICAL FACILITIES FOR IN-PATIENT & OTHER CARE - CRESTWOOD**

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

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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

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

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

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

**Attachment C: 2024 Insurance Requirements for
SKILLED MEDICAL FACILITIES FOR IN-PATIENT & OTHER CARE - CRESTWOOD**

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.



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

April 8, 2025

Reference ID:
2025-196

Community Service Solutions Agreement Amendment 1 Health & Human Services - Social Services ACTION REQUIRED

ITEM SUBMITTED BY

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

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve Amendment 1 to the sole-source contract between the County of Inyo and Community Services Solutions for In-Home Supportive Services (IHSS) Registry, Employer of Record, and Labor Union Negotiations Services, increasing the contract to an amount not to exceed \$314,746; and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This amendment is being requested late in the fiscal year because the Department received the final In-Home Support Services Administration allocation in late January, 2025. If the County does not spend the full allocation, then it is not meeting its match requirements for the In-Home Supportive Services program. Therefore, the Department is modifying the contract with Community Services Solutions to increase the amount available for administrative services.

Per Welfare and Institutions Code 12301.6, a County Board of Supervisors may, at its option, elect to do either of the following:

- (1) Contract with a nonprofit consortium to provide for the delivery of in-home supportive services.
- (2) Establish, by ordinance, a public authority to provide for the delivery of in-home support services.

Historically, Inyo County has contracted with a nonprofit consortium to provide for the delivery of In-Home Supportive Services as it relates to the areas of acting as the employer of record, negotiating with the labor union and providing IHSS provider registry functions.

While the majority of counties have an established public authority, small counties such as ours continue to use the nonprofit consortium option. Community Services Solutions has an office established in Inyo County with an established relationship with both IHSS caregivers and also provides other services. They are the only nonprofit consortium established in the area that provides this service. The contract amendment will ensure that Inyo utilizes the full annual allocation available to the County for the IHSS Public Authority/Non-Profit Consortium Administration function.

FISCAL IMPACT:

Funding Source	Non-General Fund (Social Services Realignment)	Budget Unit	055800
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

Community Services Solutions is the only nonprofit consortium established in the area that provides IHSS Provider of Record service.

Current Fiscal Year Impact
Up to \$160,000 for the period between July 1, 2024 and June 30, 2025
Future Fiscal Year Impacts
N/A
Additional Information

The total increase to the contract under Amendment#1 is \$17,236.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the amendment to the contract with Community Services Solutions. Doing so would mean that Inyo would underspend its allocation and fail to meet its match requirements. This would also affect the State's ability to meet its match requirements.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services
Economic Enhancement | Local Businesses, Organizations, and Workforce

APPROVALS:

Tyler Davis	Created/Initiated - 3/18/2025
Darcy Israel	Approved - 3/19/2025
Melissa Best-Baker	Approved - 3/21/2025
Anna Scott	Approved - 3/28/2025
Gina Ellis	Approved - 3/31/2025
John Vallejo	Approved - 3/31/2025
Amy Shepherd	Approved - 3/31/2025
Nate Greenberg	Final Approval - 3/31/2025

ATTACHMENTS:

1. Community Service Solutions Contract Amendment 1



County of Inyo

Sole Source Authorization Form

Vendor: **Community Services Solution**

Date:

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:

While the majority of counties have an established public authority, small counties such as ours continue to use the nonprofit consortium option. Community Solutions has an office established in Inyo County with an established relationship with both IHSS care givers and also provides other services. They are the only nonprofit consortium established in the area that provides this services and they have indicated a willingness to continue to provide IHSS service for Inyo. Thus, the Department is requesting they be declared a sole source provider.



Department Head Signature

Sole Source Approval



Denelle Carrington (Mar 11, 2025 14:01 PDT)

Purchasing Agent Signature



Grace Weitz (Mar 11, 2025 13:42 PDT)

County Counsel Signature



Auditor-Controller Signature

**AMENDMENT NUMBER ONE (1) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Community Services Solution
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
Community Service Solution _____, of Bishop, CA
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated June 6, 2023 _____, on County of Inyo Standard
Contract No. 116 _____, for the term from July 1, 2023 _____ to June 30, 2025 _____.

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:

Section 3(D) of the Agreement shall be amended as follows:

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 Three Hundred Fourteen thousand, Seven Hundred Forty-Six dollars (\$314,746).

Attachment B (Schedule of Fees) shall be amended as follows:

The total cost of services state in Attachment A for the contract period of July 1, 2023 to June 30, 2025 shall be \$314,746. The amounts are as follows:

IHSSA PA/NPC Administration

July 1, 2023 - June 30, 2024 = \$142,764 to be paid in flat-rate monthly payments in the amount of \$11,899.50

July 1, 2024 - June 30, 2025 = \$160,000 to be paid in flat rate monthly payments in the amount of \$11,899.50 for 8 months and 4 months at \$16,201.00

The effective date of this Amendment to the Agreement is March 25, 2025.

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

AMENDMENT NUMBER ONE (1) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Community Services Solution
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Amanda Philips
Signature

Amanda Philips

Type or Print

Dated: 3/24/2025

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz
Grace Weitz (Mar 11, 2025 13:42 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:

Aaron Holmberg
Aaron Holmberg (Mar 21, 2025 08:49 PDT)
County Risk Manager

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 6th day of June 2023 an order was duly made and entered as follows:

*HHS-Social
Services –
IHSS Registry
Sole-Source
Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to: A) declare Community Service Solutions a sole-source provider for IHSS Registry, Employer of Record, and Labor Union Negotiations Service; B) approve the contract between the County of Inyo and Community Service Solutions for the provision of an IHSS Registry and Employer of Record Services in an amount not to exceed \$297,540 for the period of July 1, 2023 through June 30, 2025, contingent upon the Board's adoption of future budgets; and C) authorize chairperson to sign. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

WITNESS my hand and the seal of said Board this 6th
Day of June, 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: _____

Routing

CC
Purchasing
Personnel
Auditor
CAO
Other: HHS
DATE: June 15, 2023



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

June 6, 2023

Reference ID:
2023-3729

Community Service Solutions IHSS Registry Sole-Source Contract

Health & Human Services - Social Services

ACTION REQUIRED

ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

ITEM PRESENTED BY

Darcia Blackdeer-Lent, Deputy Director, Aging and Social Services

RECOMMENDED ACTION:

A) declare Community Service Solutions a sole-source provider for IHSS Registry, Employer of Record, and Labor Union Negotiations Service; B) approve the contract between the County of Inyo and Community Service Solutions for the provision of an IHSS Registry and Employer of Record Services in an amount not to exceed \$297,540 for the period of July 1, 2023 through June 30, 2025, contingent upon the Board's adoption of future budgets; and C) authorize chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Per Welfare and Institutions Code 12301.6, a County Board of Supervisors may, at its option, elect to do either of the following:

- (1) Contract with a nonprofit consortium to provide for the delivery of in-home supportive services.
 - (2) Establish, by ordinance, a public authority to provide for the delivery of in-home support services.
- Historically, Inyo County has contracted with a nonprofit consortium to provide for the delivery of in-home supportive services as it relates to the areas of acting as the employer of record, negotiating with the labor union and providing IHSS provider registry functions.

While the majority of counties have an established public authority, small counties such as ours continue to use the nonprofit consortium option. Community Solutions has an office established in Inyo County with an established relationship with both IHSS caregivers and also provides other services. They are the only nonprofit consortium established in the area that provides this service and they have indicated a willingness to continue to provide IHSS services for Inyo County. The contract utilizes the full annual allocation available to the County for the IHSS Public Authority/Non-Profit Consortium Administration function. The Department respectfully requests your Board declare Community Service Solutions a sole source provider and approve the contract as requested.

FISCAL IMPACT:

Funding Source	Non-General Fund (Social Services Realignment)	Budget Unit	055800
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		

Current Fiscal Year Impact
This contract is used to meet the IHSS Maintenance of Effort.
Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny this request, which would require the County to establish a Public Authority to ensure we are in compliance with State Requirements.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. 23-25 Community Service Solutions with Signatures

APPROVALS:

Tyler Davis	Created/Initiated - 4/26/2023
Darcy Ellis	Approved - 4/27/2023
Tyler Davis	Approved - 5/17/2023
Darcia Blackdeer-Lent	Approved - 5/17/2023
Marilyn Mann	Approved - 5/17/2023
Melissa Best-Baker	Approved - 5/31/2023
John Vallejo	Approved - 5/31/2023
Amy Shepherd	Approved - 6/1/2023
Marilyn Mann	Final Approval - 6/1/2023

AGREEMENT BETWEEN COUNTY OF INYO
AND Community Service Solutions
FOR THE PROVISION OF IHSS Employer of Record SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the IHSS Employer of Record services of Community Service Solutions 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 Marilyn Mann, whose title is: HHS 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, 2023 to June 30, 2025 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 Two Hundred Ninety-Seven Thousand, Five Hundred Forty Dollars

(\$297,540.00) (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
1360 N. Main St., Suite 201	Address
Bishop, CA 93514	City and State

Contractor:	
Community Service Solutions	Name
407 W. Line St. #3	Address
Bishop, CA 93514	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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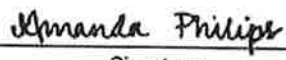
AGREEMENT BETWEEN COUNTY OF INYO
AND Community Service Solutions
FOR THE PROVISION OF IHSS Employer of Record SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 6th DAY OF June, 2023.


COUNTY OF INYO

By: 
Signature
Jennifer Roeser
Print or Type Name
Dated: 06/06/2023

CONTRACTOR

By: 
Signature
Amanda Philips
Print or Type Name
Dated: 5/25/2023

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 Community Service Solutions
FOR THE PROVISION OF IHSS Employer of Record SERVICES**

TERM:

FROM: July 1, 2023 **TO:** June 30, 2025

SCOPE OF WORK:

Please see attached: Attachment A - Scope of Work

SCOPE OF WORK

Contractor will serve as the Nonprofit Consortium (NPC) Employer of Record for In-Home Supportive Service (IHSS) providers in Mono County, providing the following services:

1. Labor Negotiations

- a. Contractor will act as spokesperson on behalf of and under the direction of the Mono County Chief Administrative Officer (CAO), or Designee, in all IHSS contract negotiations, including wages, hours, and other conditions of employment. Contractor will not act independently in authorizing wages, benefits, or policy. All decisions on wages, benefits, or policy will be authorized by the CAO before being presented by the Contractor.
- b. Contractor will analyze union proposals, prepare counter proposals, and negotiate final proposals. Contractor will continually report to CAO and Director of Social Services on status of labor negotiations.
- c. Contractor will analyze, interpret, and explain provisions of labor agreements, labor law, and governing entity policies and procedures regarding labor relations.
- d. Contractor will provide advice and consultation on all matters relating to employment conditions and employer-employee relations as they uniquely relate to the IHSS program.
- e. Contractor will obtain and analyze salary and compensation information from comparable agencies/counties.
- f. Contractor will calculate the anticipated cost impact to Mono County to implement recommended changes in salary and benefits, as well as the impact of non-economic changes in terms and conditions of employment.
- g. Contractor will represent the negotiating team in presenting the complete IHSS labor contract to the Mono County Board of Supervisors.
- h. Contractor will review proposed IHSS legislation and analyze the potential effect on county operations, finances, and labor relations.

2. Provider Registry

- a. Contractor will maintain a registry of IHSS providers, with current status, contact information, and availability as back-up provider.
- b. Contractor will provide assistance to recipients in finding a provider(s) on the IHSS registry. Recipients shall maintain the right to interview, hire, supervise, and fire their provider(s).
- c. Contractor will be responsible for conducting all provider enrollment activities, including securing a criminal background check of each applicant to the provider registry.
- d. Contractor will be authorized to utilize the Case Management, Payrolling, and Information System (CMIPS) for all necessary provider-related activities, such as provider enrollment and assignment and/or termination of providers to/from recipient cases.
- e. Contractor will conduct mandatory training for providers and recipients, as directed by State law. This includes but is not limited to eligibility requirements of IHSS providers; rules, regulations, and provider-related processes and procedures, including timesheets; consequences of committing fraud in the IHSS program; how to report suspected fraud or abuse in the provision or receipt of IHSS services; laws regarding minimum wage and overtime pay, including paid travel time and wait time; and other required training pursuant to State and Federal law.

- f. Contractor will provide ongoing assistance and conduct voluntary trainings for providers and recipients as needed, due to identification of local trends or potential issues, or in consultation with the Director of Social Services.
 - g. Contractor will routinely recruit applicants to the provider registry through print and web-based media, including, but not limited to flyers on community bulletin boards, newspapers, job websites, and local social media sites.
 - h. Contractor will create and maintain a website for Mono County IHSS providers and recipients with information pertaining to the IHSS program, including program regulations; training videos; program forms; and other useful resources. Contractor will consult with the Director of Social Services and IHSS staff for input on website content.
 - i. Contractor will create and distribute a quarterly newsletter to all Mono County IHSS providers and recipients with current news, legislative and/or program updates, training opportunities, and other pertinent updates.
- 3. Bilingual Access
 - a. Contractor will ensure Spanish speaking IHSS providers and recipients have equal access to training and program supports. Recruitment of providers will be in English and Spanish.
- 4. Public Authority/Nonprofit Consortium (PA/NPC) Administrative Rate
 - a. Contractor will develop and obtain a PA/NPC administrative rate for approval by the Mono County Board of Supervisors and the California Department of Social Services annually or as necessary, in consultation with the Director of Social Services. The rate will allow Mono County to charge PA/NPC administrative costs to the State through the county claiming process.
- 5. Coordination with Mono County Department of Social Services
 - a. Contractor will routinely solicit input from the Director of Social Services, IHSS supervisor, staff, and consumers regarding provider/recipient training and the provider registry.
 - b. Contractor will review IHSS program updates, letters, and notices from the California Department of Social Services for potential impact on IHSS programs and activities and recommend policy and procedure changes to ensure compliance.
- 6. IHSS Advisory Committee
 - a. Contractor will administer the Mono County IHSS Advisory Committee, to include scheduling meetings; preparing and distributing agendas and minutes; and presenting current issues and topics relating to the IHSS program.
 - b. Contractor will recruit members for IHSS Advisory Committee in consultation with the Mono County Clerk of the Board of Supervisors. Members shall be appointed by the Mono County Board of Supervisors.
 - c. The Advisory Committee shall provide ongoing advice and recommendations regarding the IHSS program to the Mono County Board of Supervisors.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Community Service Solutions
FOR THE PROVISION OF IHSS Employer of Record **SERVICES****

TERM:

FROM: July 1, 2023

TO: June 30, 2025

SCHEDULE OF FEES:

The total cost of services stated in Attachment A for the contract period of July 1, 2023 to June 30, 2025 shall be \$297,540.00. The amounts are as follows:

IHSS PA/NPC Administration

July 1, 2023 - June 30, 2024 = \$142,794.00 to be paid in flat-rate monthly payments in the amount of \$11,899.50
July 1, 2024 - June 30, 2025 = \$142,794.00 to be paid in flat-rate monthly payments in the amount of \$11,899.50

IHSS Advisory Committee

July 1, 2023 - June 30, 2024 = \$5,976.00 to be paid in flat-rate monthly payments in the amount of \$498.00
July 1, 2024 - June 30, 2025 = \$5,976.00 to be paid in flat-rate monthly payments in the amount of \$498.00

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Community Service Solutions
FOR THE PROVISION OF IHSS Employer of Record **SERVICES****

TERM:

FROM: July 1, 2023 **TO:** June 30, 2025

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2023 Insurance Requirements for Professional Services - General

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
1. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
2. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and **Employer's Liability Insurance** with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provided written verification it has no employees.)
3. **Professional Liability:** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.
4. **Abuse/Molestation Liability:** For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. Waived if contractor will not have contact with minors for the execution of the agreement.
5. **Cyber Liability:** **\$1,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement as to maintaining the security of client medical information. Coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to 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 as well as credit monitoring expense.

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment

Attachment C: 2023 Insurance Requirements for Professional Services - General

furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

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

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

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$50,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

**Attachment C: 2023 Insurance Requirements for
Professional Services - General**

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

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

-end-

ATTACHMENT A – SCOPE OF WORK

Contractor will act as the non-profit consortium employer of record for Inyo County In-Home supportive Services (IHSS) providers for the purposes of collective bargaining over wages, hours, and other terms and conditions of employment and other related activities, including, but not limited to:

- Assistance to recipients in finding IHSS providers through establishment and maintenance of a registry.
- Investigations of the qualifications and backgrounds of potential providers.
- A referral system under which IHSS providers shall be referred to recipients.
- Training for providers and recipients.
- Recruitment and outreach for new IHSS recipients throughout the County, including south and southeast communities
- Ensure that the requirements of all relevant laws and regulations are met.
- Maintain office hours for public access Monday through Friday, following the current Holiday Schedule of the County.

More specifically, the Contractor will provide the following:

Labor Negotiations:

1. Provision of all IHSS labor relations activities on behalf of Inyo County including but not limited to acting as spokesperson on behalf of and under the direction of the Inyo County Board of Supervisors, or their designee, in IHSS provider wage and benefit of negotiations; analyses of Union proposals; preparation of counter proposals and provision of negotiations of final proposals; report regularly to the Health and Human Services (HHS) Director and to the County Administrative Officer (CAO) and/or their designees on the status of negotiations.
2. Analysis, interpretation and explanation of provisions of labor agreements, labor law and governing entity policies and procedures regarding labor relations.
3. Provision of advice and consultation on all matters relating to IHSS labor negotiations.
4. Obtaining and analyzing salary and other compensation information from comparable agencies.
5. Calculation of anticipated cost impact to the county to implement any recommended changes in salary and benefits, as well as impact of non-economic changes in terms and conditions of employment.
6. Presentation of a recommended IHSS labor contract to the Inyo County Board of Supervisors.
7. Preparation and presentation of the case in any administrative hearings in matters such as grievances, complaints and disciplinary actions as it relates to IHSS provider rights.
8. As directed by the CAO or HHS Director, Contractor will perform research relating to labor relations and human resource matters.
9. Contractor shall review and analyze proposed legislation, relevant to IHSS, to determine the effect on county operations, finances and labor relations/human resources.

Public Authority/Nonprofit Consortium (PS/NPC) Administrative Rate

Contractor will develop and obtain a PA/NPC administrative rate for approval by the Inyo County Board

of Supervisors and the California Department of Social Services annually or as necessary, in consultation with the Health & Human Services Director or their designee. The rate will allow Inyo County to charge PA/NPC administrative costs to the State through the county claiming process.

Provider Registry

1. Contractor will maintain a registry of IHSS providers, with current status, contact information, and availability as back-up provider.
2. Contractor will provide assistance to recipients in finding a provider(s) on the IHSS registry. Recipients shall maintain the right to interview, hire, supervise, and fire their provider(s)
3. Contractor will be responsible for conducting all provider enrollment activities, including securing a criminal background check of each applicant to the provider registry.
4. Contractor will be authorized to utilize the Case Management, Payrolling, and Information System (CMIPS) for all necessary provider-related activities, such as provider enrollment and assignment and/or termination of providers to/from recipient cases.
5. Contractor will conduct mandatory training for providers and recipients, as directed by State law. This includes but is not limited to:
 - a. Eligibility requirements of IHSS providers
 - b. Rules, regulations, and provider-related processes and procedures, including timesheets
 - c. Consequences of committing fraud in the IHSS program
 - d. How to report suspected fraud or abuse in the provision or receipt of IHSS services
 - e. Laws regarding minimum wage and overtime pay, including paid travel time and wait time
 - f. Other required training pursuant to State and Federal law.
6. Contractor will provide ongoing assistance and conduct voluntary trainings for providers and recipients as needed, due to identification of local trends or potential issues, or in consultation with the Director of Social Services.
7. Contractor will routinely recruit applicants to the provider registry through print and web-based media, including, but not limited to flyers on community bulletin boards, newspapers, job websites, and local social media sites.
8. Contractor will create and maintain a website for Inyo County IHSS providers and recipients with information pertaining to the IHSS program. This includes but is not limited to:
 - a. Program regulations
 - b. Training videos
 - c. Program forms
 - d. Other useful resources.
9. Contractor will consult with the HHS Director or their designee and IHSS staff for input on website content.
10. Contractor will create and distribute a quarterly newsletter to all Inyo County IHSS providers and recipients with current news, legislative and/or program updates, training opportunities, and other pertinent updates.

Bilingual Access

Contractor will ensure Spanish speaking IHSS providers and recipients have equal access to training and program supports. Recruitment of providers will be in English and Spanish.

Employer of Record

1. Contractor will assist IHSS Providers with timesheets, payroll-related questions, employment and earnings verifications and Workers Compensation paperwork.
2. Contractor will assist outside agencies with employment and earnings verifications requests.
Outside agency requests may come from, but are not limited to:
 - a. Workers Compensation
 - b. District Attorney
 - c. Welfare Departments
 - d. State and Federal Agencies

Timesheets

1. Contractor will assist current and new providers and recipients/consumers with registering for electronic or telephonic timesheets.
2. Contractor will provide on-going assistance for both providers and recipients/consumers with timesheet questions and needs.

Coordination with the County of Inyo

1. Contractor will regularly and on an on-going basis solicit input from the HHS Director, appropriate HHS division leads, supervisors, staff and consumers regarding provider training and the registry.
2. Contractor will remain in regular contact with the CAO and/or his designee with regard to labor negotiations and County policies with respect to wages and benefits.
3. Contractor will not act independently in authorizing wages, benefits, or policy. All decisions on wages, benefits, or policy will be authorized by the CAO before being presented by the Contractor.
4. Contractor will regularly brief the CAO and/or his designee on labor negotiations, rationale behind wages, benefits or policy strategy negotiations, and any proposed policy changes.
5. Contractor will maintain current knowledge of applicable IHSS regulations and guidance; review IHSS program updates, letters, and notices from the California Department of Social Services ; and coordinate with appropriate HHS managers, supervisors, staff and consumers regarding implementation of applicable changes and establishment of best practices and recommend policy and procedure changes to ensure compliance.

IHSS Advisory Committee

1. Contractor will administer the Inyo County IHSS Advisory Committee, to include:
 - a. Scheduling meetings
 - b. Preparing and distributing agendas and minutes
 - c. Presenting current issues and topics relating to the IHSS program
3. Contractor will recruit members for IHSS Advisory Committee in consultation with the Inyo County Clerk of the Board of Supervisors. Members shall be appointed by the Inyo County Board of Supervisors.
4. The Advisory Committee shall provide ongoing advice and recommendations regarding the IHSS program to the 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

April 8, 2025

Reference ID:
2025-198

Letter of Support for Assembly Bill 993 Environmental Health ACTION REQUIRED

ITEM SUBMITTED BY

Jerry Oser, Environmental Health Director

ITEM PRESENTED BY

Jerry Oser, Environmental Health Director

RECOMMENDED ACTION:

Authorize the Chairperson to sign the letter of support for AB 993, increasing funding for hazardous materials and waste programs in rural counties.

BACKGROUND / SUMMARY / JUSTIFICATION:

AB 993 improves emergency response and enhances environmental protection by expanding eligibility for the California Environmental Protection Agency's (CalEPA) Rural Certified Unified Program Agency (CUPA) Reimbursement program to 12 additional counties and increases the funding to account for inflation--from \$60,000.00 to \$100,000.00. Inyo currently receives \$60,000.00 in rural reimbursement grants.

FISCAL IMPACT:

Funding Source	Grant Funded: CUPA Rural Reimbursement Grant	Budget Unit	045400
Budgeted?	N/A	Object Code	4498
Recurrence	N/A	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
No impact as the bill will not go into effect until 2026.
Future Fiscal Year Impacts
Up to \$40,000 in additional funding for the CUPA program. We currently receive \$60,000.00 per year.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose not to sign the letter of support for increased funding. Regardless, the bill may still pass.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services in Public Safety and Emergency Response

APPROVALS:

Jerry Oser	Created/Initiated - 3/13/2025
Darcy Israel	Approved - 3/13/2025
Jerry Oser	Approved - 3/13/2025
John Vallejo	Approved - 3/13/2025
Amy Shepherd	Approved - 3/17/2025
Nate Greenberg	Final Approval - 3/28/2025

ATTACHMENTS:

1. Draft AB 993 Support Letter

[place on organization letterhead]

[date]

Assemblymember Heather Hadwick
1021 O Street, Suite 5710
Sacramento, CA 95814

Re: SUPPORT – AB 993 (Hadwick): Increasing Funding for Hazardous Materials and Waste Programs in Rural Counties

Dear Assemblywoman Hadwick,

On behalf of Inyo County, we support AB 993, which expands the Rural Certified Unified Program Agency (CUPA) Reimbursement Program to 12 additional counties and increases funding to account for inflation.

CUPAs are local agencies certified by CalEPA to implement and enforce six state hazardous materials and waste programs, including hazardous waste management, underground and aboveground storage tanks, and emergency response programs. While CUPAs are typically funded by fees from regulated businesses, rural areas lack the regulated entities needed to sustain their programs. To address this, the Legislature created the Rural CUPA Reimbursement Program.

Currently, only 13 counties—those with populations under 150,000 and CUPAs certified after January 1, 2000—qualify for reimbursement of up to \$60,000 annually (75% of program costs). However, 12 other counties meet the population criteria but are ineligible because their CUPAs were certified before 2000. One of these counties is our northern neighbor, Mono County, with whom we contract to help support CUPA costs. AB 993 would ensure Mono County and others receive the funding needed to sustain these critical programs. Additionally, if adjusted for inflation, the \$60,000 cap set in 2001 would be approximately \$108,000 today.

AB 993 will strengthen emergency response, enhance environmental protection, and ensure first responders have critical information on hazardous materials in their communities. It will also help prevent contamination from underground and aboveground storage tank leaks, safeguarding land and drinking water supplies.

For these reasons, we strongly support AB 993.

Sincerely,

[INSERT]



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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 8, 2025

Reference ID:
2025-193

Policy Resolution on Water for Fire Infrastructure for the National Association of Counties

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Deputy County
Administrator

ITEM PRESENTED BY

Trina Orrill, District 1 Supervisor

RECOMMENDED ACTION:

Approve the draft policy resolution to be submitted to the National Association of Counties (NACo) Environment, Energy, and Land Use Steering Committee for consideration for inclusion in the *American County Platform*.

BACKGROUND / SUMMARY / JUSTIFICATION:

There are no federal grant funding or technical assistance programs that provide support for water infrastructure for fire suppression purposes in urban, rural, frontier, or wildland-urban interface communities. As the recent fires in Los Angeles County have demonstrated, the need for robust fire suppression infrastructure is of utmost importance in saving as many homes as possible in the event of a wildfire. However, these systems are potentially very expensive to build, operate, and maintain, which has resulted in many communities in Inyo County, especially those that depend on individual wells or small Community Service Districts, not having adequate water infrastructure sufficient for fire suppression.

This draft policy resolution seeks to advance this issue as a part of the National Association of Counties (NACo)'s annual policy platform. The first step of this process is submission to and adoption by the Environment, Energy, and Land Use Policy Steering Committee. The Steering Committee will evaluate draft policy submissions during the NACo Annual Conference, which will be held July 11-14 in Philadelphia.

FISCAL IMPACT:

There are no fiscal impacts associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve the draft policy resolution. This is not recommended, as this policy resolution, if accepted by the National Association of Counties (NACo), will create a new joint advocacy opportunity with NACo staff and other counties on the critical and timely issue of water infrastructure for fire response -- an issue that will impact communities in every district in Inyo County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Meaghan McCamman	Created/Initiated - 3/14/2025
Darcy Israel	Approved - 3/17/2025
Meaghan McCamman	Approved - 3/26/2025
Keri Oney	Approved - 3/27/2025
John Vallejo	Approved - 3/27/2025
Amy Shepherd	Approved - 3/30/2025
Nate Greenberg	Final Approval - 3/31/2025

ATTACHMENTS:

1. 2025 Water for Fire Infrastructure in Rural and Frontier Communities

ENVIRONMENT, ENERGY & LAND USE POLICY STEERING COMMITTEE

Water for Fire Infrastructure in Rural and Frontier Communities

Issue: There are no federal grant funding or technical assistance programs that provide support for water for fire suppression purposes in urban, rural, frontier, or wildland-urban interface communities.

Proposed Policy: NACo encourages the development and implementation of a pilot program for the purposes of providing funding and technical assistance for fire suppression water infrastructure in rural and frontier communities. This pilot program would be under the purview of the Federal Emergency Management Agency's (FEMA) suite of Preparedness Grants, with water quality standards coordinated with the U.S. Environmental Protection Agency (EPA). It would provide access to funding and technical assistance and would allow rural and frontier communities and their fire districts and fire agencies, as well as the local water utility providers, to develop and implement necessary improvements to water infrastructure for effective fire suppression. Improvements to water infrastructure may include refurbishing existing water mains and lines to increase flow, installing new water mains and lines to serve growing population centers (while ensuring the program remains focused on rural and frontier communities), purchasing and installing water storage tanks, refurbishing or replacing existing water storage tanks, providing technical assistance to eligible applicants, and supporting other activities that enhance firefighting water access in rural or frontier communities.

Background: As it stands now, there are no federally funded grant or technical assistance programs that support the development of water infrastructure for fire suppression (for urban, suburban, rural, frontier, or wildland-urban interface communities). While there are federal grant or technical assistance programs for fire suppression, equipment and staffing needs, none of the existing programs allow for funds to support infrastructure for water suppression. Other grant programs which do support water infrastructure, such as EPA's Clean Water and Drinking Water State Revolving Fund programs, are prohibited from supporting projects that primarily address fire protection needs by federal law ([40 CFR 35.3520\(e\)\(4\)](#)).

According to the National Special Districts Association (NSDA), formerly known as the National Special Districts Coalition (NSDC), "the average cost of adequately upgrading systems is measured to be 423 percent of the average water agency annual operating revenues," which essentially presents an insurmountable financial obstacle for the water agencies typically responsible for handling water infrastructure improvements. Of the water agencies surveyed by the NSDC, water agencies provide services for an average of 2.3 fire agencies and 5.7 fire departments within their service boundaries, which illustrates the significant role water agencies play in fire suppression efforts.

Many of the entities that would be eligible for this proposed pilot program are precluded from applying to other grant programs of interest. Entities often note that writing processes are difficult, time consuming, cost prohibitive and do not result in feedback helpful for future applications. Fire agencies are less than half as likely to have had the opportunity to review comments on unsuccessful grant applications, according to a survey by the NSDC. To further hinder application, several of the water and fire districts in rural, frontier, and wildland-urban

42 interface communities rely on volunteer staff to provide services to the community. These
43 volunteers often lack the time, resources, and technical expertise to secure and manage funding,
44 making technical assistance crucial for rural and frontier community-focused federal grant
45 programs.

46 **Fiscal/Urban/Rural Impact:** A pilot program would provide funds and technical assistance
47 resources to eligible entities. These funds would benefit those entities by improving the water for
48 fire suppression infrastructure, in turn lowering the risk of fire hazards in rural communities,
49 decreasing fire insurance rates (or potentially making insurance coverage possible), and
50 providing additional resources for firefighters in the event of wildfires in isolated areas.

51 **Sponsor:** Trina Orrill, Supervisor, County of Inyo



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

April 8, 2025

Reference ID:
2025-213

Approval of Inyo County CAL-Card Policy Auditor-Controller ACTION REQUIRED

ITEM SUBMITTED BY

Amy Shepherd, Auditor/Controller

ITEM PRESENTED BY

Amy Shepherd, Auditor/Controller

RECOMMENDED ACTION:

Approve the Inyo County CAL-Card Policy.

BACKGROUND / SUMMARY / JUSTIFICATION:

Overview of Credit Card Use in County Operations

Credit cards are a necessary part of doing business and supporting day-to-day operations within the County. Over the years, the County's use of credit cards has evolved from a "travel-only card" to a much broader range of transactions, which include:

- The County's monthly fee for website domain hosting
- Conference registration
- Services for clients
- Software license renewals
- Emergency purchases
- Day-to-day operational needs

Many vendors used by the County only accept credit cards as a form of payment. To ensure the County's access to these vendors, the CAL-Card is essential. The County transitioned to the CAL-Card program in May of 2019, a State Purchase Card Program, designed to provide eligible participating agencies, such as the County of Inyo, with purchase card services for acquiring goods and services. Notably, the CAL-Card is offered to the County with no annual or monthly service fees or transaction fees by the bank.

Need for a CAL-Card Policy

After administering the CAL-Card program for several years and evaluating the needs of County departments, the Auditor-Controller identified the necessity for a formal CAL-Card policy. This policy aims to help users understand their responsibilities, establish limitations on credit card use for official County business, and enhance financial oversight.

The policy was developed by reviewing similar policies from other agencies, analyzing the needs of the County, and ensuring that proper internal controls are in place to prevent misuse. Once a draft policy

was created by the Auditor-Controller, a comprehensive review process was initiated. This included gathering comments and questions from the County Administrative team, which includes the CAO, Personnel, and County Counsel. Afterward, the policy was circulated to all department heads for additional feedback.

Next Steps: Implementation of the Policy

If the Board chooses to adopt the policy, the next steps will involve implementing it across each department. The implementation process will start with a needs assessment for each department head and their teams, followed by training to ensure all cardholders are familiar with the policy. The Auditor-Controller will also assist departments in establishing proper controls if these are not already in place.

Benefits of the CAL-Card Policy

In addition to ensuring that employees understand the purpose and proper usage of County credit cards, the CAL-Card policy will:

- Help maintain the integrity of financial operations
- Ensure accountability and transparency
- Protect public funds from misuse

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
		Object Code	
		Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

There is no cost to implement this policy.

Future Fiscal Year Impacts

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Inyo County CAL-Card Policy. However, this is not recommended because credit cards are an essential tool and payment mechanism needed to deliver county services. In addition, the policy itself will help reinforce internal controls and ensure accountability and transparency.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Administration, County Counsel, & Personnel.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Amy Shepherd

Created/Initiated - 3/31/2025

Darcy Israel
Keri Oney
John Vallejo
Amy Shepherd
Nate Greenberg

Approved - 3/31/2025
Approved - 4/1/2025
Approved - 4/1/2025
Approved - 4/1/2025
Final Approval - 4/1/2025

ATTACHMENTS:

1. CALCard Quick Reference Guide 2024
2. Proposed Inyo County CALCard Policy

Cal-Card Quick Reference Guide



Approved Items

- Office supplies, furniture, and small tools
- PC Accessories (monitors, keyboards, etc.)
- Memberships and subscriptions
- Parts, equipment, or machinery
- Lodging, airfare, parking, and public transportation
- Registration
- Course Materials
- Employee Personal Protection Equipment (not subject to reimbursement in MOU)
- Postage and shipping

Pre-Approval

- Maintenance service agreements
- Leases and rentals of any type
- Services, Consultants, Instructors
- Technology- Phone, Tablets, Computers, Printers
- Motor pool automotive repairs
- Road automotive repairs
- Gift Cards
- Athletic Equipment

Prohibited Items

- Personal use of any kind
- Internal County services
- Cigarettes, tobacco products, cannabis, gambling, fireworks, or alcohol
- Food paid by per diem
- Hotel movies, laundering, mini bar, water, and room service
- Items on existing County term agreements/contracts
- Purchase from Foreign Vendor
- Over the Counter Medication
- Utility payments
- Donations
- Weapons/Ammunition (except Law Enforcement)

Auditor-Controller
760-878-0343

Organizational
Short Name (OSN):
CALCRD

US Bank Customer Service
Lost or Stolen Cards:
800-344-5696

Helpful Tips

Cal-Card Website (view statement):
<https://www.access.usbank.com/>

- Report suspected fraud, lost or stolen cards immediately to US Bank customer service at 800-344-5696 and notify Auditor-Controller at inyoauditor@inyocounty.us or 760-878-0343.
- Ensure an itemized receipt is obtained for every purchase.
- Itemized receipts include vendor information, date of purchase, items purchased, quantity of each, a line item showing taxes were charged, and a total.
- Sharing of cards is not allowed.
- Purchases from foreign vendors are not allowed.
- Split purchases are not allowed to circumvent the purchasing policy.
- Cardholders must ensure that all receipts for purchases have been submitted to their fiscal staff no later than the 25th day of the billing cycle.
- Billing Cycle is from 26th of the month to the 25th of the preceding month.
- Monthly Billing Statements are released the following business of the close of the billing cycle.
- Card Users may view or print their billing statement by accessing the US Bank Website at <https://www.access.usbank.com/>
- If you do not have Online Access, please see your fiscal staff to view or print your billing statement.
- Follow all County Policies and Procedures, contact your Department Head or Supervisor with questions prior to purchase.



COUNTY OF INYO

CAL-CARD POLICY

DRAFT-NOT FOR OFFICIAL USE



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1. CAL-CARD OVERVIEW

The Cal-Card Program was developed to allow designated County of Inyo officials and employees the ability to administer authorized County expenditures. The Cal-Card is a VISA credit card with controls and data reporting designed for government agencies.

The Cal-Card is a purchasing tool to conduct authorized business on behalf of the County. All purchases made with the Cal-Card are to follow the adopted policies, not limited to the "County of Inyo Travel and Expense Policy" and the "Purchasing Policy Manual".

The Cal-Card may only be used for County related business. **Personal use of the Cal-Card is not allowed.** Misuse of the Cal-Card and/or violations of the County Policies may result in suspension or cancellation of the Cal-Card privileges or individual discipline up to or including termination of employment and repayment for unauthorized charges. When an employee accepts the Cal-Card, they opt out of any other repayment policy and agree to return any unauthorized charges to the County within 30 days.

This policy outlines general restrictions, specific limitations may vary by department or by the specific circumstances of a purchase. Consult your department head or the Cal-Card program administrator for further clarification prior to purchase. Additionally, written policies cannot be established to cover every situation of Cal-Card use and as such, Cardholders are expected to use their best judgment when expending public funds with a Cal-Card.

All funding received by the County, regardless of source, is subject to the same standard procurement guidelines including those in this manual. This complies with state and federal policies that local governments have jurisdiction and control over all funds received. Therefore, state and federal grant funds must be managed and expended in accordance with County rules and regulations, as well as any additional requirements established by the state or federal funding source.

2. CAL-CARD STANDARDS

2.1 SPENDING LIMITS

Each Cal-Card will be issued with a predesignated spending limit. If a department requires modification to spending limits, the Department Head (or designee) must request an increase, on the *Cal-Card Change Form*, (attachment B) which will be determined by the Auditor-Controller. Limit considerations will be based on the department's existing volume of cardholders, spending needs, and the total County credit limit.



2.2 SINGLE PURCHASE TRANSACTION LIMIT

Single-purchase transaction limits are available upon the department's request based on their business needs. A single item or a group of items in one transaction cannot exceed the cardholder's established limit.

2.3 MONTHLY BILLING CYCLE

Each card has a 30-day monthly limit, and cardholders are responsible for managing their spending within that period. The billing cycle is a set period from the 26th of the month until the 25th or next business day of the following month (i.e., March 26 to April 25).

2.4 AUTHORIZED USERS OF THE CARD

Each Cal-Card is unique and has both the cardholder's name and department name. Only the cardholder is authorized to use their Cal-Card. Cardholders may not loan or designate another individual to use their card.

2.5 CAL-CARD PROGRAM ADMINISTRATOR

The Auditor-Controller's Office will administer the Cal-Card program on behalf of the County and is responsible for accumulating, reporting, coordinating, and evaluating all aspects of the program. The Auditor-Controller's Office will order, activate, and administer Cal-Cards.

2.6 CARDHOLDER

The cardholder is responsible for:

- Safekeeping of the Cal-Card.
- Comply with all policies, including those set by individual departments.
- Keep all itemized receipts and forward them to Department fiscal staff.
- Review monthly billing statement for authorized spending and potential fraudulent charges.
- Immediately notify Customer Service and department's fiscal staff of lost or stolen card immediately, and take immediate action to resolve fraudulent charges.
- Reading and understanding the Cal-Card Policy.



3. AUTHORIZED, RESTRICTED OR PROHIBITED USES

3.1 AUTHORIZED USES OF CAL-CARD

Use of the Cal-Card is authorized for transactions related to budgeted purchases for goods, services that are not required to be on a contract or purchase order, and travel expenses. See below for common allowable purchases. The list below is not exclusive:

- Routine, allowable purchases for County purposes such as supplies and operations
- Office supplies, furniture, and small tools
- PC Accessories (monitors, keyboards, etc.)
- Memberships and subscriptions
- Parts, equipment, or machinery
- Lodging, airfare, parking, and public transportation
- Registration and/or course materials
- Employee Personal Protection Equipment (not subject to reimbursement in MOU)
- Postage and shipping

3.2 PROHIBITED USES OF CAL-CARD

The use of the Cal-Card is strictly prohibited for the following:

- Cash advances
- Personal use of any kind
- Internal County services (i.e. birth certificates, building permits, notary public services, livescan, etc.)
- Cigarettes, tobacco products, cannabis, gambling, fireworks, or alcohol
- Food purchases that are travel related and would otherwise be paid through per diem
- Hotel movies, laundering, mini bar, water, and room service
- Items on existing County term agreements or contracts
- Goods or services that are unallowable per regulations of the authority providing the funding
- Purchase from Foreign Vendor
- Employee boot and uniform purchases (see MOU)
- Over the Counter Medication (Advil, Tylenol, Benadryl, etc.)
- Donations



- Weapons/Ammunition (except Law Enforcement)

3.3 PRE-APPROVED PURCHASES

The below purchases require advanced approval, prior to purchase:

- Maintenance service agreements (Vendor setup, W-9 required)
- Leases and rentals of any type (GASB 87 & 96 review required)
- Services, Consultants, Instructors (Vendor setup, W-9 required)
- Technology- Phone, Tablets, Computers, Printers (Information Services pre-approval required)
- Motor pool automotive repairs (pre-approval required by Motor pool)
- Road automotive repairs (pre-approval required by Road Department)
- Gift Cards (pre-approval required by Auditor-Controller)
- Utility payments (including internet, phone, power, water, and past due notices)
- Athletic Equipment (pre-approval required by Risk Management)

3.4 EXCEPTIONAL PURCHASES

- Gratuities- maximum 18%
- Meals for County hosted events- required backup documentation should include purpose, date and location of the event; additional list of all attendees (IRS guidelines for taxation will be followed)
- Emergency fuel purchases (when fuel card is not working or available)- required backup documentation should include Motor pool approval and receipt from fueling station.

4. VIOLATION OF CAL-CARD PRIVILEGE

Cardholder privileges may be terminated at any time at the discretion of the Auditor-Controller or designee. If the cardholder violates policy, suspension or termination may occur.

Examples include and are not limited to:

- Prohibited purchases
- Frequently lost receipts
- Frequently failing to receive pre-approval
- Failure to complete and maintain supporting documentation
- Failure to comply with the intent and details of the Cal-Card Policy Manual Program.



Department privileges may be suspended or terminated for failure to reconcile and submit monthly statements with proper documentation within 10 business days of the close of billing cycle, at the discretion of Auditor-Controller or designee.

5. RECONCILIATION OF MONTHLY BILLING STATEMENT

Cal-Card statements are available online for individual cardholders. Additionally, online account profiles may be modified for the administrator to view multiple cardholders within a department. It is the Department's responsibility to set up statement notifications, which provides an email reminder and link to the statement.

It is the department's responsibility to receive, maintain, and reconcile monthly statements. The deadline for submission to the Auditor-Controller Office for payment is within 10 business days from statement notification date.

5.1 CAL-CARD RECEIPT/INVOICE

The cardholder is responsible for keeping all receipts to reconcile to monthly statement.

Cardholders are required to obtain detailed, itemized receipts from the vendor (for phone orders, the vendor is required to fax or email the receipt to the cardholder).

Itemized receipts include:

- Business Name
- Date
- Item(s) Purchased
- Price and quantity of each item/service
- Shipping charges if applicable
- Total Amount of Bill
- Method of Payment

Each department is responsible for creating a procedure for validating charges. This must include the cardholder's signature on either the receipt or the monthly statement authorizing the charges.

5.2 HOW TO RECONCILE THE CAL-CARD ACCOUNT

At the end of each billing cycle, the department is responsible for reconciling the statement.

- Verify charges have been authorized by cardholder



- Verify all receipts have been received and match the charges on the statement
- Each line on the statement must have corresponding receipt
- Refunds may require additional backup upon request
- Disputed charges are handled by cardholder, see Section 7.

After reconciliation is complete and approved, the Department's fiscal staff will follow procedures provided by the Auditor-Controller for processing.

5.3 LOST/MISSING RECEIPT

In the rare occasion that a receipt is lost, cardholder will be required to complete the *Missing Receipt Form*, (attachment C). If a cardholder frequently has lost or missing receipts, they will be subject to Section 4, Violation of Cal-Card Privilege, of this policy and privileges may be terminated at the discretion of the Auditor-Controller, or designee.

6. ISSUE, MAINTAIN, AND REPLACEMENT OF CARD

6.1 ACCOUNTING

Auditor-Controller's office is responsible for auditing the Statement of Account and processing it for payment.

6.2 ISSUANCE

To obtain a CAL-CARD, a completed *Cal-Card Change Form*, (attachment B) must be submitted to the Auditor-Controller's office for review and consideration of approval. Each Cal-Card is issued to an individual employee and the County of Inyo. The card will remain the property of the County of Inyo.

6.3 REPLACEMENT OF WORN OUT/DEFECTIVE CARDS

If a Cal-Card is worn out or defective, *Cal-Card Change Form*, (attachment B) shall be completed to request replacement card.

Auditor-Controller's Office will notify the cardholder when the replacement card is available. Upon receipt of the replacement card, the defective card will need to be returned to Auditor-Controller's Office.

6.4 DEPARTMENT TRANSFERS AND CANCELLATIONS



Transfer of employment to another department is the cardholder's responsibility to notify Auditor-Controller's Office. The card will be terminated, and a new card will be issued at the Auditor-Controller's discretion based on the department's needs. *Cal-Card Change Form*, (attachment B) shall be completed to request cancellation of card.

6.5 EXITING EMPLOYMENT

Upon notice of resignation from the County, the Cardholder will immediately submit the Cal-Card to the department with all invoices.

If the employee fails to surrender the Cal-Card, it is the department's responsibility to notify the Auditor-Controller's Office for immediate cancellation of the card, by completing the *Cal-Card Change Form*, (attachment B)

6.5 REPORTING A LOST CAL-CARD

Cardholder will contact the department's fiscal staff for a lost or stolen card immediately. The cardholder must verify the last charge on the card with the department's fiscal staff. Fiscal staff shall complete the *Cal-Card Change Form (attachment B)* for the Auditor-Controller's Office to cancel and reissue the card. The Auditor-Controller's Office will contact the cardholder when the new card is available.

7. FRAUDULENT AND DISPUTED CHARGES

The bank may initiate notification of potential fraudulent charges. The cardholder has an obligation to manage fraudulent or disputed charges. If fraudulent or disputed charges are found, it is the cardholder's responsibility to contact the bank and department fiscal staff.

8. PERSONAL REIMBURSEMENT ON NON-CAL-CARD PURCHASES

If a business purchase is made using a credit card other than an Inyo County Cal-Card, employees may request reimbursement for charges made on personal credit cards.

A request for personal reimbursement must follow the standard practices set forth by the Inyo County Auditor-Controller's Office, including:

- Adhering to an **Accountable Expense Reimbursement Plan** per the IRS. Claim for reimbursement must include:
 - The amount of the expenditure.



- Date and location of the purchase.
- The business purpose of the expenditure.

- Substantiating that the charge was on a personal credit card by:
 - Submitting a copy of the credit card (with all but the last four digits of the card blacked out).
 - And/or submitting a copy of the personal bank statement.

- The Auditor-Controller may, at his or her discretion, request additional clarification or documents prior to payment of the claim.

DRAFT-NOT FOR OFFICIAL USE



9. ATTACHMENTS

Attachment A- Cal-Card Employee Agreement Form



COUNTY OF INYO OFFICE OF THE AUDITOR-CONTROLLER

P.O. Drawer R, Independence, California 93526
(760) 878-0343 • Fax (760) 878-0391

Cal-Card Employee Agreement Form

I certify that I have received and taken possession of my Cal-Card and read a copy of the County of Inyo Cal-Card Policy.

I understand and will ensure that any purchase with my Cal-Card will be in accordance with all County Policies.

- Cal-Card may only be used for official County business.
- Misuse of the Cal-Card may be a violation of criminal law.

I understand that misuse of the Cal-Card and/or violations of the County Policies may result in suspension or cancellation of my Cal-Card privileges or disciplinary action up to and including termination of my employment and repayment for unauthorized charges. By accepting the Cal-Card, I opt out of any other repayment policy and the return of funds to the County will be paid back within 30 days.

I agree that I am responsible for the Cal-Card's safekeeping at all times. I will immediately notify US Bank Customer Service at 800-344-5696 and my department's fiscal staff if my Cal-Card is lost or stolen. I will take immediate action to resolve fraudulent charges.

The Cal-Card is valid only while I am employed in this department and if I transfer to another department, or terminate my employment, I must relinquish the Cal-Card to the Auditor-Controller's Office.

For Auditor-Controller use only:

Employee Name:		Department:	
Cal-Card Number (Last 4):		Expiration Date:	
Single Purchase Limit \$:		Monthly Limit \$:	
Phone Number:			

☐ I received my Cal-Card.

☐ I have read the Cal-Card Policy.

Cardholder Signature



Attachment B- Cal-Card Change Form



COUNTY OF INYO
OFFICE OF THE AUDITOR-CONTROLLER

P.O. Drawer R, Independence, California 93526
(760) 878-0343 • Fax (760) 878-0391

Cal-Card Change Form

Check the box and complete the section below for any changes to your department's Cal-Card status.

Requesting Department:

<input type="checkbox"/> Issue a New or Replacement Card
Employee's Full Name (as it appears on Driver's License/ID): _____
Employee Work Phone: _____ Employee Email Address: _____
Date of Birth: _____
Limit Amount Requested: _____
Single Limit (complete if needed): _____
Replacement Needed <input type="checkbox"/>
Additional Notes: (example: "Restricted to Travel Only") _____
<input type="checkbox"/> Limit Increase
Employee Name: _____
Last 4 Digits of Active Card: _____
Reason for Limit Change: _____
Limit Amount: _____
Single Limit Amount: _____
30-Day Limit Amount: _____
<input type="checkbox"/> Cancel Card or Place a Hold
Employee Name: _____
Last 4 Digits of Active Card: _____
Request for Temporary Hold Effective Date: _____
Request for Cancellation Effective Date: _____
_____ Signature
<i>By signing this form, you accept responsibility for any changes to your Department's Cal-Card status.</i>
Auditor-Controller's Use Only
Date Processed: _____
Processed by: _____



Attachment C- *Cal-Card Missing Receipt Form*



COUNTY OF INYO
OFFICE OF THE AUDITOR-CONTROLLER

P.O. Drawer R, Independence, California 93526
(760) 878-0343 • Fax (760) 878-0391

Cal-Card Missing Receipt Form

DATE:

TO: AUDITOR-CONTROLLER

FROM:

SUBJECT: CAL-CARD MISSING RECEIPT (One Per Form)

Statement Date:

Transaction / Purchase Date:

Vendor Name:

Item(s) Purchased:

Quantity:

Amount:

Reason for missing receipt:

Steps taken to obtain duplicate receipt:

Cardholders Signature (required):

Immediate Supervisor (optional):

Department Head or designee (required):



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

April 8, 2025

Reference ID:
2025-209

Clerk-Recorder-Registrar of Voters - Help America Vote Act (HAVA) Election Security Improvements Grant

Clerk-Recorder

NO ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Sexton, Clerk/Recorder

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

No action is required for this item. This is being presented to provide information to the Board and the public for transparency.

BACKGROUND / SUMMARY / JUSTIFICATION:

The California Secretary of State's office received federal Help America Vote Act (HAVA) funds for activities to improve the administration of elections including to enhance election technology and make election security improvements as authorized by HAVA regulations. Our awarded amount for expense reimbursement is \$15,789. These funds will be used for enhancements to our cybersecurity and physical security of our elections office and storage locations, in addition to other allowable security measures.

Resolution 2006-33 provides authority to the County Clerk to enter into contracts with the State of California for election funds authorized by Congress through the HAVA, and in addition to Resolution 2019-50 which further authorizes the County Clerk to execute agreements between the County of Inyo and the California Secretary of State's office to receive funds and/or reimbursement of authorized election-related expenditures. As such, the County Clerk-Recorder will be executing and submitting the State of California Standard Agreement - # 24G27114 with the Secretary of State's Office for a grant that will be utilized in fiscal year 2025/2026.

FISCAL IMPACT:

Funding Source	Grant Funded	Budget Unit	
Budgeted?	This project will be included in FY 25-26 budget process	Object Code	
Recurrence	One-Time Expenditure	Sole Source?	

If Sole Source, provide justification below

Current Fiscal Year Impact

\$0

Future Fiscal Year Impacts

Reimbursement of related expenses up to \$15,789

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

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services

High Quality Services | Improved County Facilities

APPROVALS:

Danielle Sexton	Created/Initiated - 3/20/2025
Darcy Israel	Approved - 3/20/2025
Danielle Sexton	Approved - 3/21/2025
Keri Oney	Approved - 3/25/2025
John Vallejo	Approved - 3/25/2025
Amy Shepherd	Approved - 3/30/2025
Nate Greenberg	Final Approval - 3/31/2025

ATTACHMENTS:

1. Secretary of State Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24G27114	SOS-0890

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

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTOR NAME

Inyo County

2. The term of this Agreement is:

START DATE

June 01, 2025

THROUGH END DATE

June 30, 2026

3. The maximum amount of this Agreement is:

\$15,789.00; Fifteen Thousand Seven Hundred Eighty Nine Dollars and Zero 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	Scope of Work	4
	Exhibit B	Budget Detail and Payment Provisions	4
	Exhibit C*	General Terms and Conditions	GTC 02/2025
<div>+ -</div>	Exhibit D	Special Terms and Conditions	4
<div>+ -</div>	Exhibit E	Additional Provisions	3
<div>+ -</div>	Exhibit F	Resolution	
<div>+ -</div>	Exhibit G	HAVA Activity Report	1

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.)

Inyo County

CONTRACTOR BUSINESS ADDRESS

P.O. Drawer F

CITY

Independence

STATE

CA

ZIP

93526

PRINTED NAME OF PERSON SIGNING

Danielle Sexton

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24G27114	PURCHASING AUTHORITY NUMBER (If Applicable) SOS-0890
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Secretary of State			
CONTRACTING AGENCY ADDRESS 1500 11th Street	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM Vol 1. 4.04.A.2		

EXHIBIT A

Scope of Work

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of Inyo with Help America Vote Act (HAVA) Federal funds, CFDA Number 90.404, administered by the U.S. Election Assistance Commission (EAC) “for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under sections 101, 103, 104 of HAVA” subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures.

2. APPROPRIATE USES OF HAVA FUNDS

HAVA funds received pursuant to this contract shall be used for reimbursement for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under sections 101, 103, 104 of HAVA for costs reasonably incurred for:

- A. Cybersecurity: Activities related to the improvement and enhancement of county cybersecurity, which includes:
 - Penetration testing and any associated remediation
 - Red team exercises and any associated remediation or mitigation
 - End point detection
 - Multi-factor authentication for all devices including
 - Mobile Device Management
 - Mobile Threat Defense
 - Segregating election information technology
 - Enhancements for network security including
 - Network Threat Detection
 - Network Threat Protection
 - Network Access Control
 - Identification of public facing vulnerabilities and configuration errors through cyber hygiene scans or other methods and any associated remediation
 - Patching, patch management, and vulnerability management
 - Anti-Malware protection
 - Malicious domain blocking and reporting (MDBR)
 - Application Security
 - Application Whitelisting
 - Distributed Denial of Service (DDoS) protection
 - Third party software and/or hardware in support of improving the county's cybersecurity capabilities
 - Software, hardware or consulting services and/or any

associated information technology installation directly related to cybersecurity risks which may include

- Application Development Security
- Software Supply Chain Management
- Identity Lifecycle Management
- Monitoring of systems and applications to prevent and detect data breaches or fraud including interconnected systems which may include
 - Security Continuous Monitoring 24x7
 - Cloud Security Monitoring
 - Insider Threat Detection
 - Log Management
 - Threat Intelligence Platform
 - Application Security
 - Operational Technology Security
- Staff or consultant time associated with implementation of any of the above activities

B. Physical Security: Activities related to the improvement and enhancement of county physical security which includes:

- Staff time or consulting services to improve security practices and documentation, including drafting and documenting information security policies and procedures, emergency planning, and continuity of operations
- Crisis response kit
- First aid supplies
- Panic alarms
- Intrusion detection systems
- Restricted access controls
- Security cameras or other surveillance equipment
- Emergency generator
- Physically securing servers hosting county voter registration, election information systems, and voting technology
- Securing storage or offsite locations used for election equipment and supplies
- Additional services that improve security

C. Security and Privacy Awareness Training: Creating awareness and educating employees and other users of information systems on the information security risks associated with the activities related to their job roles, as well as their responsibilities in complying with an organization's security policies and procedures designed to reduce these risks. Training for staff that encompass essential knowledge and skills that help maintain the security and integrity of elections, including:

- User awareness training
- Phishing training
- Social engineering training
- Combatting mis/dis/mal information
- De-escalation and conflict resolution
- Emergency drills

- Tabletop exercises

D. Incident Response: Costs related to responding to an election security incident, including:

- Staff time or consulting services for incident response plan drafting and preparation
- Staff time or consulting services to identify an attack, minimize its effects, contain damage, and remediate the cause to reduce the risk of future incidents

E. Items presumed not to be reimbursable:

The following is a partial list of items presumed to not be reimbursable and not inclusive of all items that are not reimbursable. The list is provided only for the purpose of providing guidance. The Secretary of State shall be the sole determiner if an expenditure is reimbursable.

- Costs not directly related to election infrastructure security.
- Overhead costs
- Computers/Laptops/Tablets.
- Blackberries/Smartphones (handheld computer).
- Other office equipment, including but not limited to fax machines, copiers and scanners, unless prior approval has been obtained from the granting agency.
- Office supplies, including but not limited to paper, pens and post-it notes.
- Travel Costs

3. CONDITION FOR RECEIVING FUNDS

The County may seek reimbursement for the activities identified above, provided that the County certifies as part of the reimbursement claim that it has done all of the following:

- A. Utilized the Department of Homeland Security Cybersecurity and Infrastructure Security Agency (CISA) no cost Cyber Hygiene Web Application Scanning service, or other equivalent cyber hygiene scanning service (<https://www.cisa.gov/news-events/news/cyber-hygiene-web-application-scanning>). At least one County employee or agent attended one of the regional tabletop training sessions sponsored by the Secretary of State or CISA.
- B. Conducted privacy and security awareness training including cyber security best practices for all elections related staff.
- C. Completed an incident response plan detailing how elections staff detect, respond to, and recover from network security incidents.

In addition, as a condition of receiving reimbursement for the activities

Inyo County

24G27114

Page 4 of 4

identified above, the County shall certify as a condition of reimbursement that the County has done one or more of the following:

- D. Deployed reliable antivirus software and kept it up to date.
- E. Implemented a firewall and kept it up to date.
- F. Deployed an intrusion detection system and kept it up to date.
- G. Deployed the Elections Infrastructure Information Sharing & Analysis Center (EI-ISAC) Endpoint Detection Response program, or other equivalent end point protection and is kept up to date (<https://www.cisecurity.org/insights/spotlight/cybersecurity-spotlight-endpoint-detection-and-response-edr>).
- H. Adopted a .gov Top-Level Domain or are currently in the transition process (<https://get.gov/registration/>) for obtaining a .gov Top-Level Domain.

Invoices must include itemized list of costs prior to reimbursement.

4. PROJECT CONTACTS

- The program representatives during the term of Agreement will be:
County: Danielle Sexton (760) 878-0220
SOS: Mike Darling (916) 695-1151 or Philip Kumsar (916) 279-1729.
Email: electioncontracts@sos.ca.gov

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the County for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears:

Preferred Method in electronic format (PDF) via email
AccountsPayable@sos.ca.gov.

Hard copies, though not required, may be sent to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

- C. Counties will be reimbursed as specified in Exhibit A Section 2, Appropriate Uses of HAVA Funds

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act, or a HAVA Spending Plan or Spending Plan amendment, of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for the 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 County or to furnish any other considerations under this Agreement and County shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act, or by a HAVA Spending Plan or Spending Plan amendment, for purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an agreement amendment to County to reflect the reduced amount.

3. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government for the fiscal year 2025/2026, for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

4. 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.

5. Failure to Properly Claim Maximum Amount of HAVA Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

6. Basis of Claims

Subject to the provisions of Exhibit B Section 8, below related to the applicability of [CFR-200](#), all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Exhibit A Section 2 ('Appropriate Uses of HAVA Funds').

7. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

- A. Contain a face sheet that summarizes each expenditure made as set forth in Exhibit A 'Scope of Work';
- B. Include the total amount of the claim;
- C. Include the agreement number on the face sheet;
- D. Identify whether additional claims are expected to be submitted;
- E. Include signed County staff HAVA Activity Reports, please see sample which is Exhibit G, for each employee and County's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); or,
- F. Requests for reimbursement for personnel costs, whether regular county employees or temporary staff, should be backed up with HAVA timesheets. However, sensitive personal identifying information (PII) should not be included. If the County uses a computer-based payroll system that is coded to reflect time spent on HAVA and non-HAVA projects, the County does not need to submit time sheets. However, for any request for reimbursement for personnel services, the County must submit a summary that shows the type of staff, numbers of positions claimed and time spent on each type of HAVA-related project, along with the costs of payroll and benefits for those hours. The County must also verify that coded electronic payroll records are kept on file and are available for Secretary of State questions and audit purposes.
- G. Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

8. Application of 2CFR200

[2CFR – Part 200](#) (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and [2CFR – Part 225](#) ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program.

9. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this agreement that occur after July 1, 2025, and on or before June 30, 2026.

10. Payments Of Claims

Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

11. Deadline For Submitting Claims

The deadline for submitting any claim under this program is June 30, 2026.

12. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

13. Documentation To Be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim, including all documentation required by Office of Management and Budget.

14. Order Of Processing

Claims shall be processed by the Secretary of State in order of receipt.

Exhibit C
General Terms and Conditions

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language?search=GTC>

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. AUDITING

- A. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
- B. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 90.401. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;
- C. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/OMB/circulars/a133_compliance/2016/pt1.pdf
- D. County shall maintain records in a manner that:
 - 1. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - 2. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
 - 3. Provides accounting data so the costs can readily be determined throughout Agreement period.
- E. Records shall be maintained for three years after expiration of

Agreement and for at least one year following any audit or final disposition of any disputed audit finding;

- F. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
- G. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;
- H. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State

2. GENERAL PROVISIONS

- A. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 303(a).
- B. HAVA funds can only be used for the purposes for which the HAVA funds are made;
- C. No portion of any HAVA funds shall be used for partisan political purposes. All County staff providing services are required to sign an agreement, please see Exhibit E Section 1, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.
- D. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at <https://osc.gov/Services/pages/hatchact.aspx>;
- E. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;

- F. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego funds;
- G. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated and may only be used to meet Section 303(a) of HAVA;
- H. 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 Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;
- I. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;
- J. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;
- K. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;
- L. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any

moneys to any subcontractor or vendor of County;

- M. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at SAM.gov. (formerly at www.epls.gov).).

- N. Upon request, county agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.

Exhibit E
ADDITIONAL PROVISIONS

1. Secretary Of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE
WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

- A. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
- B. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
- C. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.

- D. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work

schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

- E. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
- F. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
- G. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
- H. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
- I. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
- J. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid

either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.

- K. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A

2. Executive Order N-6-22-Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

[illegible]



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

April 8, 2025

Reference ID:
2025-185

Treasurer-Tax Collector - Treasury Status Report for the Quarter Ending December 31, 2024

Treasurer-Tax Collector

NO ACTION REQUIRED

ITEM SUBMITTED BY

Moana Chapman, Deputy Treasurer-Tax Collector

ITEM PRESENTED BY

Christie Martindale, Treasurer-Tax Collector

RECOMMENDED ACTION:

Review the Treasury Status Report for the Quarter Ending December 31, 2024, and direct any questions to the County Treasurer.

BACKGROUND / SUMMARY / JUSTIFICATION:

The report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purpose of the report is to disclose the following:

- the investments and deposits of the treasury;
- the cost basis and market value of the investments;
- compliance with the County Investment Policy;
- the weighted average of the investments; and
- the projected ability of the treasury to meet the expected expenditure requirements of the treasury's pooled participants for the next six months.

FISCAL IMPACT:

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Pursuant to Section 53646(g) of the Government Code, copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Moana Chapman	Created/Initiated - 3/7/2025
Darcy Israel	Approved - 3/7/2025
Moana Chapman	Approved - 3/10/2025
Christie Martindale	Final Approval - 3/10/2025

ATTACHMENTS:

1. 12-31-2024 Treasury Status Report

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX
inyottc@inyocounty.us



CHRISTIE MARTINDALE
TREASURER-TAX COLLECTOR
cmartindale@inyocounty.us

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Christie Martindale, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: 12-31-2024
DATE: March 7, 2025

The following status report of the County Treasury as of 12-31-2024 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from TRACKER, a Division of C2, LLC reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 576 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of: 12-31-2024 was \$11,879,726.07
(Principal: \$12,183,702.39 plus Contributions: \$00.00 plus Interest: \$-298,718.17 less Fees: \$-5,258.15.

C: Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION For the Business Day of: 12/30/2024			
AUDITOR BALANCES:			
Beginning "Claim on Cash in Treasury"		\$242,610,249.07	
Deposit Authorizations		\$3,297,419.81	
Checks Paid on:	12/27/2024	(\$315,685.19)	
Journal Entry:		\$0.00	
Outgoing Debits:			
		(\$81,896.37)	12/30/24 AUD PY: STATE TAXES
		(\$422,553.12)	12/30/24 AUD PY: FEDERAL TAXES
		(\$33,903.00)	12/30/24 AUD: VENDOR PAYMENT
		(\$44,553.95)	12/30/24 AUD PY: COUNTY PAYROLL
		(\$45,746.20)	12/30/24 AUD PY: SPECIAL DISTRICT PY
		(\$74,001.57)	12/30/24 AUD: CORP VENDOR PAYMENT
		(\$295,975.21)	12/30/24 ICOE PY: CALSTRS
		(\$551,791.12)	12/30/24 ICOE PY: CALSTRS
		(\$2,716.88)	12/30/24 ICOE PY: TEC - SDI
		(\$1,964.66)	12/30/24 ICOE PY: CBA - SDI
		(\$8,628.32)	12/30/24 ICOE PY: TEC - PIT
		(\$5,775.51)	12/30/24 ICOE PY: CBA - PIT
		(\$65,758.66)	12/30/24 ICOE PY: LAEC - FEDERAL TAXES
		(\$150,225.49)	12/30/24 ICOE PY: PERS - CLASSIC
		(\$285,643.68)	12/30/24 ICOE PY: PERS - PEPRA
		(\$6,805.24)	12/30/24 ICOE PY: YTHBLD - SDI
		(\$23,843.82)	12/30/24 ICOE PY: YTHBLD - PIT
		(\$91,475.90)	12/30/24 ICOE PY: YTHBLD - FEDERAL TAXES
		(\$117,617.06)	12/30/24 ICOE PY: STATE TAXES
		(\$526,259.15)	12/30/24 ICOE PY: FEDERAL TAXES
		(\$2,765,763.82)	12/30/24 ICOE PY: PAYROLL
Ending "Claim on Cash in Treasury"		\$239,989,084.96	
TREASURER BALANCES:			
CASH ON HAND:			
	Drawer		\$5.39
	Vault		\$8,261.50
CHECKS ON HAND:			
	Date:		
	Date:		
	Date:		
	Date:		
	Date:		
BANK ACCOUNTS:			
BMO DDA #0407 - General Account		\$4,736,386.77	
Eastern Sierra CB #6463 - General Account		\$2,912,278.91	
Eastern Sierra CB #9764		\$1,000.00	
El Dorado Savings Bank #2107		\$14,165.05	
INVESTMENTS:			
			Agency Limit
Local Agency Investment Fund	\$	25,000,000.00	50,000,000
BMO Money Market	\$	3,746,890.46	1.56% of 5.00%
UBS Money Market	\$	5,000,000.00	2.08% of 5.00%
CDs	\$	3,222,000.00	1.34% of 30.00%
Commercial Paper	\$	29,990,766.68	12.50% of 15.00%
Corporate Obligation	\$	-	0.00% of 30.00%
Federal Agencies	\$	162,180,080.00	67.58% of 100.00%
Federal Agencies-Treasury Notes/Bonds	\$	-	0.00% of 100.00%
Local Agencies	\$	1,700,000.00	0.71% of 10.00%
Grand TTL Investments		\$230,839,737.14	
NOTES			
Maturities > 1 Year	\$	103,180,100.83	42.99% of 60.00%
GRAND TOTAL TREASURY BALANCE:		\$238,511,834.76	
RECONCILIATION			
Treasury Over/Short:		(\$1,477,250.20)	
Explanation:		(\$377,464.96)	12/30/24 REMOTE DEPOSIT IN TRANSIT
		(\$38.76)	12/30/24 REMOTE DEPOSIT IN TRANSIT
		(\$3,000,000.00)	12/30/24 CUSIP# 3130AQ4Z3 - MATURED
		(\$3,000,000.00)	12/30/24 CUSIP# 3130AQFN8 - MATURED
		\$295,975.21	12/30/24 ICOE PY: CALSTRS
		\$551,791.12	12/30/24 ICOE PY: CALSTRS
		\$2,716.88	12/30/24 ICOE PY: TEC - SDI
		\$1,964.66	12/30/24 ICOE PY: CBA - SDI
		\$8,628.32	12/30/24 ICOE PY: TEC - PIT
		\$5,775.51	12/30/24 ICOE PY: CBA - PIT
		\$65,758.66	12/30/24 ICOE PY: LAEC - FEDERAL TAXES
		\$150,225.49	12/30/24 ICOE PY: PERS - CLASSIC
		\$285,643.68	12/30/24 ICOE PY: PERS - PEPRA
		\$6,805.24	12/30/24 ICOE PY: YTHBLD - SDI
		\$23,843.82	12/30/24 ICOE PY: YTHBLD - PIT
		\$91,475.90	12/30/24 ICOE PY: YTHBLD - FEDERAL TAXES
		\$117,617.06	12/30/24 ICOE PY: STATE TAXES
		\$526,259.15	12/30/24 ICOE PY: FEDERAL TAXES
		\$2,765,763.82	12/30/24 ICOE PY: PAYROLL
		\$9.00	12/23/24 TREASURY RDC ERROR: TTC - M.W. SMITH PMT, CK# 231, FOR \$2,300.61 WAS DEPOSITED AS \$2,309.61.
		(\$38.76)	12/26/24 BMO 0407: RDC REJECTED - ILLEGIBLE IMAGE
		(\$1,477,250.20)	

Inyo County
Portfolio Holdings
Compliance Report | by Investment Policy
Report Format: By Transaction
Group By: Asset Category
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 12/31/2024

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
Certificate of Deposit - 30 %								
1ST FINANCIAL BANK USA 0.45 8/19/2025	32022RNT0	8/19/2020	0.450	248,000.00	248,000.00	242,296.00	8/19/2025	231
CAPITAL ONE BANK USA NA 1.1 11/17/2026	14042TDW4	11/17/2021	1.100	248,000.00	248,000.00	235,101.52	11/17/2026	686
CAPITAL ONE NA 1.1 11/17/2026	14042RQB0	11/17/2021	1.100	248,000.00	248,000.00	235,101.52	11/17/2026	686
CENTERSTATE BANK 1.25 4/30/2025	15201QDE4	4/30/2020	1.250	250,000.00	250,000.00	247,540.00	4/30/2025	120
EAST BOSTON SAVINGS BANK 0.45 8/12/2025	27113PDP3	8/12/2020	0.450	248,000.00	248,000.00	242,474.56	8/12/2025	224
FIRST CAROLINA BANK 0.45 8/20/2025	31944MBB0	8/20/2020	0.450	248,000.00	248,000.00	242,271.20	8/20/2025	232
FLAGSTAR BANK 1.15 4/29/2025	33847E3D7	4/29/2020	1.150	245,000.00	245,000.00	242,530.40	4/29/2025	119
GOLDMAN SACHS BANK USA 1.1 11/17/2026	38149MK51	11/17/2021	1.100	248,000.00	248,000.00	235,101.52	11/17/2026	686
LUANA SAVINGS BANK 0.6 5/8/2025	549104PQ4	5/8/2020	0.600	245,000.00	245,000.00	241,900.75	5/8/2025	128
NORTHEAST COMMUNITY BANK 0.45 8/20/2025	664122AF5	8/20/2020	0.450	248,000.00	248,000.00	242,271.20	8/20/2025	232
PACIFIC WETERN BANK 1.25 4/30/2025	69506YRL5	4/30/2020	1.250	250,000.00	250,000.00	247,540.00	4/30/2025	120
SOMERSET TRUST CO 1 3/19/2025	835104BZ2	3/19/2020	1.000	248,000.00	248,000.00	246,224.32	3/19/2025	78
UBS BANK NA 1.1 11/17/2026	90348JW97	11/17/2021	1.100	248,000.00	248,000.00	235,002.32	11/17/2026	686
Average Certificate of Deposit - 30 %			0.881	3,222,000.00	3,222,000.00	3,135,355.31		325
Commercial Paper - 15 %								
CREDIT AGRICOLE CIB NY 0 7/18/2025	22533TUJ3	10/22/2024	4.475	6,000,000.00	5,805,871.67	5,854,620.00	7/18/2025	199
CREDIT AGRICOLE CIB NY 0 7/25/2025	22533TUR5	11/4/2024	4.407	9,000,000.00	8,719,247.50	9,000,000.00	7/25/2025	206
MUFG BANK LTD 0 8/21/2025	62479LVM4	12/20/2024	4.429	5,000,000.00	4,854,277.78	5,000,000.00	8/21/2025	233
NATIXIS NY 0 3/24/2025	63873JQQ6	6/28/2024	5.378	5,000,000.00	4,806,843.06	5,000,000.00	3/24/2025	83
NATIXIS NY 0 7/18/2025	63873JUJ7	10/22/2024	4.507	6,000,000.00	5,804,526.67	5,854,680.00	7/18/2025	199
Average Commercial Paper - 15 %			4.600	31,000,000.00	29,990,766.68	30,709,300.00		188

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
Federal Agencies - 100 %								
FFCB 0.47 1/27/2025-21	3133EMER9	10/27/2020	0.470	3,000,000.00	3,000,000.00	2,991,930.00	1/27/2025	27
FFCB 0.52 10/21/2025-21	3133EMDZ2	10/21/2020	0.520	3,000,000.00	3,000,000.00	2,908,380.00	10/21/2025	294
FFCB 0.53 10/22/2025-21	3133EMEC2	10/22/2020	0.530	3,000,000.00	3,000,000.00	2,911,350.00	10/22/2025	295
FFCB 0.53 8/12/2025-22	3133EL3P7	8/12/2020	0.530	4,000,000.00	4,000,000.00	3,908,280.00	8/12/2025	224
FFCB 0.55 9/16/2025-21	3133EL7K4	9/16/2020	0.550	5,000,000.00	5,000,000.00	4,870,400.00	9/16/2025	259
FFCB 3.875 4/26/2027	3133EPGT6	4/26/2023	3.875	2,000,000.00	2,000,000.00	1,982,480.00	4/26/2027	846
FFCB 4 10/21/2027-26	3133ERXY2	10/21/2024	4.000	5,000,000.00	5,000,000.00	4,945,400.00	10/21/2027	1,024
FFCB 4.5 8/14/2026	3133EPSW6	8/14/2023	4.500	3,000,000.00	3,000,000.00	3,012,690.00	8/14/2026	591
FFCB 4.625 10/23/2028	3133ERCF6	4/25/2024	4.672	5,000,000.00	4,990,500.00	5,044,200.00	10/23/2028	1,392
FFCB 5.39 7/23/2029-25	3133ERLU3	8/1/2024	5.390	5,000,000.00	5,000,000.00	5,000,950.00	7/23/2029	1,665
FHLB 0.52 1/28/2025-22	3130ANEJ5	7/28/2021	0.520	5,000,000.00	5,000,000.00	4,986,050.00	1/28/2025	28
FHLB 0.7 3/16/2026-22	3130ALEP5	3/16/2021	0.700	5,000,000.00	5,000,000.00	4,796,350.00	3/16/2026	440
FHLB 0.75 1/29/2025-21	3130ALY65	4/29/2021	0.750	2,000,000.00	2,000,000.00	1,994,540.00	1/29/2025	29
FHLB 0.75 6/30/2025-21	3130AMX31	6/30/2021	0.750	3,000,000.00	3,000,000.00	2,949,300.00	6/30/2025	181
FHLB 1 6/30/2026-21	3130AMT28	6/30/2021	1.000	4,000,000.00	4,000,000.00	3,809,440.00	6/30/2026	546
FHLB 1.2 12/22/2025-22	3130AQ5D1	12/22/2021	1.200	4,000,000.00	4,000,000.00	3,882,480.00	12/22/2025	356
FHLB 1.2 4/28/2026-21	3130ALXP4	4/28/2021	1.200	2,000,000.00	2,000,000.00	1,921,100.00	4/28/2026	483
FHLB 1.55 12/22/2026-22	3130AQ5C3	12/22/2021	1.550	3,000,000.00	3,000,000.00	2,842,410.00	12/22/2026	721
FHLB 4.15 10/23/2028-26	3130B3DP5	10/23/2024	4.150	5,000,000.00	5,000,000.00	4,945,750.00	10/23/2028	1,392
FHLB 4.375 6/9/2028	3130AWMN7	8/14/2023	4.260	2,000,000.00	2,009,920.00	2,001,040.00	6/9/2028	1,256
FHLB 4.5 3/9/2029	3130AVBD3	4/25/2024	4.680	5,000,000.00	4,960,900.00	5,014,950.00	3/9/2029	1,529
FHLB 5.38 7/24/2028-25	3130B0ZF9	4/24/2024	5.380	5,000,000.00	5,000,000.00	5,023,050.00	7/24/2028	1,301
FHLB Step 6/16/2026-21	3130AMR46	6/16/2021	2.910	3,000,000.00	3,000,000.00	2,884,590.00	6/16/2026	532
FHLMC 0.6 11/12/2025-21	3134GXBM5	11/17/2020	0.600	3,000,000.00	3,000,000.00	2,907,060.00	11/12/2025	316
FHLMC 0.6 9/30/2025-21	3134GWTG1	9/30/2020	0.600	5,000,000.00	5,000,000.00	4,866,700.00	9/30/2025	273
FHLMC 0.62 12/1/2025-21	3134GXDM3	12/1/2020	0.620	4,000,000.00	4,000,000.00	3,871,040.00	12/1/2025	335
FHLMC 0.625 8/19/2025-21	3134GWQN9	8/19/2020	0.625	3,000,000.00	3,000,000.00	2,931,090.00	8/19/2025	231
FHLMC 0.625 9/23/2025-20	3134GWP75	9/23/2020	0.625	5,000,000.00	5,000,000.00	4,870,300.00	9/23/2025	266
FHLMC 4.125 8/6/2029-25	3134HACR2	8/8/2024	4.373	5,340,000.00	5,281,260.00	5,232,345.60	8/6/2029	1,679
FHLMC 4.125 8/6/2029-25	3134HACR2	8/9/2024	4.407	5,000,000.00	4,937,500.00	4,899,200.00	8/6/2029	1,679
FHLMC 4.151 10/26/2029-27	3134HAM67	12/10/2024	4.151	10,000,000.00	10,000,000.00	9,801,400.00	10/26/2029	1,760

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
FHLMC 4.342 10/22/2027-25	3134HATV5	10/22/2024	4.342	5,000,000.00	5,000,000.00	4,987,650.00	10/22/2027	1,025
FHLMC 5 1/8/2027-25	3134H1NK5	1/10/2024	5.000	5,000,000.00	5,000,000.00	5,000,150.00	1/8/2027	738
FHLMC 5 10/23/2028-25	3134HATK9	10/23/2024	5.000	3,000,000.00	3,000,000.00	2,992,890.00	10/23/2028	1,392
FHLMC 5.05 1/28/2028-23	3134GYF64	1/30/2023	5.050	4,000,000.00	4,000,000.00	3,999,840.00	1/28/2028	1,123
FNMA 0.55 11/4/2025-22	3135GA2N0	11/4/2020	0.550	5,000,000.00	5,000,000.00	4,845,950.00	11/4/2025	308
FNMA 0.56 8/21/2025-23	3136G4N74	8/21/2020	0.560	3,000,000.00	3,000,000.00	2,929,320.00	8/21/2025	233
FNMA 0.58 10/28/2025-22	3135GA2A8	11/17/2020	0.580	3,000,000.00	3,000,000.00	2,912,610.00	10/28/2025	301
FNMA 0.625 7/21/2025-22	3136G4ZJ5	7/21/2020	0.625	4,000,000.00	4,000,000.00	3,919,600.00	7/21/2025	202
FNMA 0.7 7/21/2025-21	3136G4ZG1	7/21/2020	0.700	4,000,000.00	4,000,000.00	3,921,200.00	7/21/2025	202
Average Federal Agencies - 100 %			2.510	162,340,000.00	162,180,080.00	159,515,455.60		774
Local Agency Investment Fund - \$ 50M								
LAIF LGIP	LAIF4000	9/30/2018	4.434	25,000,000.00	25,000,000.00	25,000,000.00	N/A	1
Avg Local Agency Investment Fund - \$ 50M			4.434	25,000,000.00	25,000,000.00	25,000,000.00		1
Money Market BMO - 5%								
BMO HARRIS BANKMM	BMOMM0670	5/23/2023	3.102	3,756,736.54	3,756,736.54	3,756,736.54	N/A	1
Average Money Market BMO - 5%			3.102	3,756,736.54	3,756,736.54	3,756,736.54		1
Money Market UBS - 5 %								
UBS Financial MM	UBSMM9591	6/30/2018	4.420	5,000,000.00	5,000,000.00	5,000,000.00	N/A	1
Average Money Market UBS - 5 %			4.420	5,000,000.00	5,000,000.00	5,000,000.00		1
Total / Average			3.029	230,318,736.54	229,149,583.22	227,116,847.45		576

COUNTY OF INYO
 PARS Post-Employment Benefits Trust

Account Report for the Period
 12/1/2024 to 12/31/2024

Nathan Greenberg
 County Administrative Officer
 County of Inyo
 P.O. Box Drawer N
 Independence, CA 93526

Account Summary

Source	Balance as of 12/1/2024	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 12/31/2024
OPEB	\$12,183,702.39	\$0.00	-\$298,718.17	\$5,258.15	\$0.00	\$0.00	\$11,879,726.07
Totals	\$12,183,702.39	\$0.00	-\$298,718.17	\$5,258.15	\$0.00	\$0.00	\$11,879,726.07

Investment Selection

Source	
OPEB	County of Inyo - OPEB

Investment Objective

Source	
OPEB	Individual account based on Moderate - Strategic Blend. The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	-2.45%	-1.50%	9.15%	2.02%	5.60%	6.02%	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.
 Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.
 Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

Commissioners
Erika Zavaleta, President
Santa Cruz

Samantha Murray, Vice President
La Jolla

Jacque Hostler-Carmesin, Member
McKinleyville

Eric Sklar, Member
Saint Helena

Darius W. Anderson, Member
Kenwood

STATE OF CALIFORNIA
Gavin Newsom, Governor

Fish and Game Commission



*Wildlife Heritage and Conservation
Since 1870*

Melissa A. Miller-Henson
Executive Director
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Sacramento, CA 94244-2090
(916) 653-4899
fgc@fgc.ca.gov
www.fgc.ca.gov

Meeting Agenda April 16-17, 2025

Participate in Person

Capitol Event Center
1020 – 11th Street
Sacramento, CA 95814

or

Participate via Zoom/Phone

The meeting will be live streamed; visit <http://www.fgc.ca.gov> the day of the meeting to watch or listen. To provide public comment, please join at the Sacramento location, via Zoom, or by phone; join via Zoom or directly at <https://us02web.zoom.us/j/87637042947>. For complete instructions on how to join via Zoom or phone, visit fgc.ca.gov/meetings/2025.

- Notes:
- (1) See important meeting deadlines and procedures, including written public comment deadlines, starting on page 11.
 - (2) A list of reports or other significant documents received by the commission since its February 2025 meeting is on page 7.
 - (3) Unless otherwise indicated, the California Department of Fish and Wildlife is identified as Department.
 - (4) All section and subsection references are to Title 14 of the California Code of Regulations, unless otherwise noted.

April 16, 2025; 8:30 AM

Call to Order and Roll Call to Establish a Quorum

1. Consider approving agenda and order of items

General Public Comment

2. General public comment for items not on the agenda

Receive public comment regarding topics within the Commission's authority that are not included on the agenda.

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (sections 11125 and 11125.7(a), Government Code).

Consent Items

Note: Items on the consent calendar are expected to be routine and non-controversial. After public comment, the Commission will consider approving items on the consent calendar in a single vote without discussion. The presiding commissioner may choose to remove any item from the consent calendar and allow a separate discussion and potential action on that item in response to a request by a Commission member, staff, or an interested person.

3. Initial private lands wildlife habitat enhancement and management area (PLM) plans and licenses

Consider approving initial PLM plans and 2025-2029 licenses for:
(Pursuant to Section 601)

- (A) Merced County
 - I. JG Angus Ranch

4. Five-year PLMs

Consider approving five-year PLM plans and 2025-2029 licenses for:
(Pursuant to Section 601)

- | | |
|---|---|
| <ul style="list-style-type: none">(A) Humboldt County<ul style="list-style-type: none">I. Big LagoonII. KlamathIII. Rainbow Ridge PLM(B) Mendocino County<ul style="list-style-type: none">I. Ackerman-South Daugherty WMAII. Amann RanchIII. Bridges RanchIV. Carley RanchV. Pennacchio Ranch (formerly Christensen Ranch)VI. Seven Springs RanchVII. Six Point RanchVIII. Summer Camp Ranch | <ul style="list-style-type: none">(C) Monterey County<ul style="list-style-type: none">I. Bardin Ranch(D) San Luis Obispo County<ul style="list-style-type: none">I. Carnaza RanchII. Clark & White RanchIII. D Rafter "L" Ranch(E) Shasta County<ul style="list-style-type: none">I. Stackhouse Ranch(F) Trinity County<ul style="list-style-type: none">I. Stewart Ranch |
|---|---|

5. Annual PLMs

Consider approving annual PLM plans for:
(Pursuant to Section 601)

- (A) Del Norte County
 - I. Smith River PLM
- (B) Humboldt County
 - I. Diamond C Outfitters
 - II. Hunter Ranch
 - III. Redwood House Ranch
 - IV. Stover Ranch
 - V. Wiggins Ranch
- (C) Humboldt and Trinity counties
 - I. Wilkinson Hunting Club
- (D) Kern and San Luis Obispo counties
 - I. Temblor Ranch
- (E) Mendocino County
 - I. Capistran Ranch
 - II. Eden Valley Ranch
 - III. Four Pines Ranch
 - IV. Miller-Eriksen Ranch
 - V. R-R Ranch
 - VI. Shamrock Ranch
 - VII. Spring Valley Ranch
- (F) Merced County
 - I. DeFrancesco / Eaton Ranch
 - II. Stevinson Ranch
- (G) Monterey County
 - I. Alexander Ranch
 - II. Gabilan Ranch
 - III. Hartnell Ranch
 - IV. Indian Valley Cattle Company (IVCC) – Lombardo Ranch
 - V. Peachtree Ranch
 - VI. Sky Rose Ranch
 - VII. Work Ranch
- (H) Monterey and San Benito counties
 - I. Morisoli Ranch
- (I) Monterey and San Luis Obispo counties
 - I. Camp 5 Outfitters - Roth Ranch
- (J) San Benito County
 - I. Lewis Ranch
 - II. Lone Ranch
 - III. Rancho Le Cuesta
 - IV. Trincherio Ranch
- (K) San Joaquin County
 - I. Corral Hollow Ranch
- (L) San Luis Obispo County
 - I. Avenales Ranch
 - II. Carrizo Ranch
 - III. Chimney Rock Ranch
 - IV. Hearst Ranch
- (M) Santa Clara County
 - I. Coon Creek Ranch
- (N) Tehama County
 - I. 3D Ranch
 - II. Bell Ranch
 - III. R Wild Horse Ranch
- (O) Trinity County
 - I. Travis Ranch

6. **Golden mussel emergency regulation**
Consider a 90-day extension of the emergency regulation adding golden mussel (*Limnoperna fortunei*) to the list of animals restricted from live importation, transportation and possession.
(Amend Section 671)

Discussion and Action Items

7. **Commission executive director and Department reports**
(A) ***Commission executive director***
(B) ***Department director and Law Enforcement Division***
8. **Falconry**
Consider authorizing publication of notice of intent to amend falconry regulations.
(Amend sections 670 and 703)
9. **Waterfowl hunting**
Consider adopting proposed amendments to waterfowl hunting regulations and taking final action under the California Environmental Quality Act.
(Amend Section 502)
10. **Big game hunting and chronic wasting disease testing**
Consider adopting proposed amendments to regulations regarding big game hunting and chronic wasting disease testing and taking final action under the California Environmental Quality Act.
(Amend sections 360, 362, 363, 364, 364.1 and 708.5)
11. **White sturgeon sport fishing 2084 regular rulemaking**
Discuss proposed amendments to regulations for the recreational take of, tagging of, and reporting requirements for, white sturgeon (*Acipenser transmontanus*) in inland and ocean waters, pursuant to California Fish and Game Code Section 2084.
(Repeal sections 5.78, 5.79, 27.92, 27.93 and 27.95; and amend sections 1.74, 5.80, 5.81, 27.60, 27.90, 27.91 and 701)
12. **Inland sport fishing**
(A) ***Central Valley (annual)***
Discuss proposed amendments to Central Valley sport fishing regulations.
(Amend subsections 7.40(b)(4), (b)(43), (b)(66) and (b)(80))
(B) ***Klamath River Basin (annual)***
Discuss proposed amendments to Klamath River Basin sport fishing regulations related to Chinook salmon.
(Amend subsection 7.40(b)(50))

13. Morro manzanita

Consider and potentially act on the petition, Department's evaluation report, and comments received to determine whether listing morro manzanita (*Arctostaphylos morroensis*) as endangered under the California Endangered Species Act may be warranted.

(Pursuant to subdivision 2074.2, California Fish and Game Code)

14. Western Joshua Tree Conservation Plan

Receive a summary of initial comments on and discuss the draft *Western Joshua Tree Conservation Plan*.

(Pursuant to subdivision 1927.6(a), California Fish and Game Code)

15. Recovery planning for CESA-listed species

Receive a presentation on the Department's development of California Endangered Species Act recovery planning guidelines and announce the public review period and public meeting to discuss the draft guidelines.

(Pursuant to subdivision 2079.1, California Fish and Game Code)

16. Regulation change petitions (wildlife and inland fisheries)

(Pursuant to Section 662)

(A) Petitions for action today

Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Petitions granted today will be added to the Commission's rulemaking calendar for development and future consideration.

- I. *Petition 2020-016: Authorize use of a crossbow with a scope for those with visual impairments.*

(B) New petitions

Receive new petitions for regulation change.

Consideration of whether to grant, deny, or refer for additional review is expected to be scheduled for the June 11-12, 2025 Commission meeting.

(C) Referred petitions

Receive comments on petitions previously referred by the Commission to staff, legal counsel, a Commission committee, or the Department for review and recommendation.

Commission action on any referred petition will be scheduled for consideration once a recommendation is received.

17. Non-regulatory requests from previous meetings (wildlife and inland fisheries)

Consider and potentially act on non-regulatory requests submitted by members of the public at previous meetings.

18. Committee and Department reports

Receive updates on items of note since the previous Commission meeting from Commission committees and Department divisions.

(A) ***Tribal Committee***

Receive summary and consider approving recommendations from the April 15, 2025 Committee meeting. Discuss referred topics and consider revisions to topics and timing.

(B) ***Wildlife Resources Committee***

Discuss referred topics and consider revisions to topics and timing. Consider approving draft agenda topics and changing the meeting location for the next committee meeting on May 15, 2025.

(C) ***Department Wildlife and Fisheries Division, and Department Ecosystem Conservation Division***

April 17, 2025; 8:30 AM

Call to Order/Roll Call to Establish Quorum

Consent Items

19. Commercial California halibut and white seabass set gill nets

Consider adopting proposed amendments required by the Office of Administrative Law to regulations for commercial California halibut and white seabass set gill net fisheries regulations.

(Amend section 174.1)

20. Commercial take of red and other sea urchin and sea cucumber

Consider adopting proposed amendments to regulations for commercial take of red and other sea urchin and sea cucumber.

(Amend sections 120.7 and 128, and add Section 120.8)

21. Commercial harvest of kelp, including sea palm, and other aquatic plants

Consider adopting proposed amendments to regulations for commercial harvest of sea palm, and kelp and other aquatic plants harvest reporting and references.

(Amend sections 165 and 705.1)

Discussion and Action Items

22. Recreational crab fishing gear and commercial passenger fishing vessel trap validation

Consider authorizing publication of notice of intent to amend regulations for recreational crab fishing gear and commercial passenger fishing vessel trap validation.

(Amend Section 29.80, 29.85, 190, 195 and 701).

23. Recreational take of barred sand bass

Consider adopting proposed amendments to regulations for the recreational barred sand bass fishery.
(Amend Section 28.30)

24. Market Squid

(A) ***Market Squid Fishery Management Plan***

Receive and conduct a public hearing on the draft amended “Market Squid Fishery Management Plan.”

(Pursuant to sections 7075, 7077 and 7078, California Fish and Game Code)

(B) ***Commercial take of market squid***

Consider authorizing publication of notice of intent to amend regulations for the commercial take of market squid.

(Amend sections 53.01, 149 and 149.1; repeal sections 53.02 and 53.03).

25. Application for a restricted species permit amendment

Review an application for a restricted species permit amendment from the University of California San Diego to import, possess, transport or rear, or conduct research on transgenic painted urchins and transgenic sea squirts, and take action consistent with the Commission regulation, if warranted.

(Pursuant to subdivision 15007(e), California Fish and Game Code, and subsection 671.1(a)(8)(H), Title 14, CCR)

26. Experimental fishing permit (EFP) major amendment request

Potentially reconsider and act on a major amendment request for an EFP (Commission tracking # 2023-02) approved to test pop-up fishing systems in the California Dungeness crab fishery.

(Pursuant to Section 91)

27. Commission Policy on Naming Installations

Discuss and potentially approve amendments to the Commission’s Policy on *Naming Installations*, including changing the policy’s title to *Naming Protected Areas*.

(Pursuant to Section 703, California Fish and Game Code)

28. Regulation change petitions (marine)

(Pursuant to Section 662)

(A) ***Petitions for action today***

Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Petitions granted today will be added to the Commission’s rulemaking calendar for development and future consideration.

I. *Petition 2025-01: Request to amend methods of recreational take of limpets*

(B) ***New petitions***

Receive new petitions for regulation change.

Consideration of whether to grant, deny, or refer petitions for additional review is expected to be scheduled for the June 11-12, 2025 Commission meeting.

(C) ***Referred petitions***

- I. Receive public comments on petitions previously referred by the Commission to staff, legal counsel, a Commission committee, and/or the Department for review and recommendation.
- II. ***Marine protected area (MPA) petitions: Amended petitions update***
Receive a written staff update regarding amendments submitted for MPA petitions previously referred for review and recommendation, but not yet scheduled for action. Receive an updated summary of MPA petitions in “bin 2” with proposed actions reflecting submitted amendments.

Commission action on any referred petition will be scheduled for consideration once a recommendation is received.

29. Non-regulatory requests from previous meetings (marine)

Consider and potentially act on non-regulatory requests submitted by members of the public at previous meetings.

30. Committee and Department reports

Receive updates on items of note since the previous Commission meeting from Commission committees and Department divisions.

(A) ***Marine Resources Committee***

Receive summary and consider approving recommendations from the March 13, 2025 Committee meeting. Discuss referred topics and consider revisions to topics and timing.

(B) ***Department Marine Region***

- I. Update on annual recreational ocean salmon and Pacific halibut regulations and automatic conformance to federal regulations, including potential for a “bubble fishery” for ocean salmon at Pillar Point Harbor.

31. Commission administrative items

(A) ***Legislative report***

Receive updates on legislative activity and consider providing direction to staff on potential actions.

(B) ***Rulemaking timetable updates***

Review and potentially approve changes to the perpetual timetable for anticipated regulatory actions.

(C) ***Future meetings and new business***

Review logistics and approve draft agenda items for the next Commission meetings (May 14 and June 11-12, 2025), consider any changes to approved meeting dates or locations, or introduce new business for a future meeting agenda.

General Public Comment

32. General public comment for items not on the agenda

Receive public comment regarding topics within the Commission's authority that are not included on the agenda.

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (Section 11125 and subdivision 11125.7(a), California Government Code).

Adjourn

Public Receipt of Documents

This section of the agenda highlights reports or other significant documents received by the Commission since the previous meeting. Any Commission discussion or action on these documents will be noticed and placed on the agenda of a future meeting. Since February 13, 2025, the Commission has received three documents:

1. Department's evaluation report on the petition to list quino checkerspot butterfly (*Euphydryas editha quino*) as endangered under the California Endangered Species Act (CESA). Additional information about the petition is available on the Commission's CESA page under "Active Petitions" at <https://fgc.ca.gov/CESA#active-petitions>
2. Petition from Dr. Nick Jensen, Center for Biological Diversity, to list Gerry's curly-leaved monardella (*Monardella sinuate* subsp. *gerryi*) as endangered under CESA. Additional information about the petition is available on the Commission's CESA page under "Active Petitions" at <https://fgc.ca.gov/CESA#active-petitions>.
3. Petition from Lisa T. Belenky and Elizabeth Reid-Wainscoat, Center for Biological Diversity, to list Pacific pocket mouse (*Perognathus longimembris pacificus*) as threatened or endangered under CESA. Additional information about the petition is available on the Commission's CESA page under "Active Petitions" at <https://fgc.ca.gov/CESA#active-petitions>.

Executive Session

(Not open to the public)

At a convenient time during the regular agenda of its April 16-17, 2025 meeting, the Commission will recess from the public portion of the agenda and conduct a closed session on the agenda items below. The Commission is authorized to discuss these matters in a closed session pursuant to Government Code Section 11126, subdivisions (a)(1), (c)(3), and (e)(1), and Fish and Game Code Section 309. After closed session, the Commission will reconvene in public session, which may include announcements about actions taken during closed session.

- (A) Pending litigation to which the Commission is a party
 - I. The People of the State of California v. Hannam Chain U.S.A., Inc., et al. (restricted species) and Hannam Chain U.S.A., Inc., et al. v. California Fish and Game Commission (challenge to restricted species regulation)
 - II. The Ballona Wetlands Land Trust v. California Fish and Game Commission and California Dept. of Fish and Wildlife (challenge to decisions related to public uses on an ecological reserve)
 - III. The Ballona Wetlands Land Trust v. California Fish and Game Commission (Ballona Wetlands Ecological Reserve petition for regulation change)
 - IV. Wright v. Sklar (classification of ferrets)
 - V. Borba et al. v. Merced Co, Merced Irrigation Dist., California Dept. of Fish and Wildlife, and California Fish and Game Commission (complaint for damages related to flooding)
 - VI. Perez-Ramirez et al. v. County of Merced, City of Merced, Merced Irrigation Dist., California Dept. of Fish and Wildlife, and California Fish and Game Commission (complaint for damages related to flooding)
 - VII. Glenn et al. v. County of Merced, City of Merced, Merced Irrigation Dist., California Dept. of Fish and Wildlife, and California Fish and Game Commission (complaint for damages related to flooding)
- (B) Possible litigation involving the Commission
- (C) Staffing
- (D) Deliberation and action on license and permit items

California Fish and Game Commission Meeting Schedule

Note: As meeting dates and locations can change, please visit www.fgc.ca.gov for the most current list of meeting dates and locations. All Commission meetings will include a webinar/teleconference option for attendance and every effort will be made to ensure that committee meetings include the same.

Meeting Date	Commission Meeting	Committee Meeting
May 14, 2025	Teleconference Trinidad, Sacramento, St. Helena, Santa Cruz, and La Jolla	
May 15, 2025		Wildlife Resources California Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814
June 11-12, 2025	Sacramento area	
July 17, 2025		Marine Resources California Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814go
August 12, 2025		Tribal California Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814
August 13-14, 2025	California Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814	
September 11, 2025		Wildlife Resources California Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814
October 8-9, 2025	Sacramento area	
November 6, 2025		Marine Resources California Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814

Meeting Date	Commission Meeting	Committee Meeting
December 9, 2025		Tribal California Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814
December 10-11, 2025	Sacramento area	

Other Meetings of Interest

Meetings listed here are organizations for which the Commission: (1) is a member, or (2) takes action based upon regulations developed by that organization.

Association of Fish and Wildlife Agencies

- September 21-24, 2025 – Tucson, AZ

Pacific Fishery Management Council

- June 12-18, 2025 – Rohnert Park, CA
- September 18-24, 2025 – Spokane, WA
- November 13-19, 2025 – Costa Mesa, CA

Pacific Flyway Council

- September 12, 2025 – Provo, UT

Western Association of Fish and Wildlife Agencies

- June 2-6, 2025 – Provo, UT
- June 1-5, 2026 – Boise, ID

Wildlife Conservation Board

- May 22, 2025 – Sacramento, CA
- August 28, 2025 – Sacramento, CA
- November 20, 2025 – Sacramento, CA
- February 2026 – Sacramento, CA

Important Commission Meeting Procedures Information

Welcome to a Meeting of the California Fish and Game Commission

This year marks the 155th year of operation of the Commission in partnership with the California Department of Fish and Wildlife. Our goal is the preservation of our heritage and conservation of our natural resources through informed decision making; Commission meetings are vital in achieving that goal and we provide this information to be as effective and efficient toward that end. Welcome, and please let us know if you have any questions.

Persons with Disabilities

Persons with disabilities needing reasonable accommodation to participate in public meetings or other Commission activities are invited to contact the Department's Civil Rights Office (CRO) at civilrights@wildlife.ca.gov. Accommodation requests for facility and/or meeting accessibility and requests for American Sign Language interpreters should be submitted at least two weeks prior to the event. Requests for real-time captioners should be submitted at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met. If a request for an accommodation has been submitted but is no longer needed, please contact the CRO immediately.

Stay Informed

To receive meeting agendas and regulatory notices about those subjects of interest to you, visit the Commission's website, www.fgc.ca.gov, to sign up on our electronic mailing lists.

Submitting Written Comments

The public is encouraged to comment on any agenda item. Submit written comments by one of the following methods: E-mail to fgc@fgc.ca.gov; mail to California Fish and Game Commission, P.O. Box 944209, Sacramento, CA 94244-2090; deliver to California Fish and Game Commission, 715 P Street, 16th Floor, Sacramento, CA 95814 (you must call at least one business day in advance to arrange delivery). Materials provided to the Commission may be made available to the general public.

Comment Deadlines

The **Comment Deadline** for this meeting is **5:00 p.m. on April 3, 2025**. Written comments received at the Commission office by this deadline will be made available to Commissioners prior to the meeting.

The **Supplemental Comment Deadline** for this meeting is **noon on April 11, 2025**. Comments received by this deadline will be made available to Commissioners at the meeting.

After these deadlines, written comments may be delivered in person to the meeting. Please bring 12 copies of written comments to the meeting and give them to the designated staff member just prior to speaking.

Petitions for Regulation Change

Any person requesting that the Commission adopt, amend, or repeal a regulation must complete and submit form FGC 1, *Petition to the California Fish and Game Commission for Regulation Change* (as required by Section 662, Title 14, CCR), available at <https://fgc.ca.gov/Regulations/Petition-for-Regulation-Change>. To be received by the

Commission at this meeting, petition forms must be received by the **Supplemental Comment Deadline** or delivered in person at the meeting during the regulation change petitions agenda item. Petitions received at this meeting will be scheduled for consideration at the next regularly scheduled business meeting, unless the petition is rejected under staff review pursuant to subsection 662(b), Title 14, CCR.

Non-Regulatory Requests

All non-regulatory requests follow a two-meeting cycle to ensure proper review and thorough consideration of each item. All requests submitted by the **Supplemental Comment Deadline** (or heard during general public comment at the meeting) will be scheduled for receipt at this meeting and scheduled for consideration at the next regularly scheduled business meeting.

Speaking at the Meeting

To speak on an agenda item in-person, please complete a “speaker card” and provide it to the designated staff member before the agenda item is announced. Please complete one speaker card per item. Cards will be available near the entrance of the meeting room.

To speak on an agenda item via Zoom or phone, please “raise” your hand either through the Zoom function or by pressing *9 once on your phone when prompted at the beginning of the agenda item.

1. In-person speakers will be identified in groups; please line up when your name is called. Speakers on Zoom or phone will be identified by your Zoom display name or the last three digits of your phone number; listen closely for when your name or number is called.
2. When addressing the Commission, please give your name and the name of any organization you represent, and provide your comments on the item under consideration.
3. If there are several speakers with the same concerns, you are encouraged to appoint a spokesperson and avoid repetitive testimony.
4. The presiding commissioner will allot between one and three minutes per speaker per agenda item, subject to several exceptions:
 - a. The presiding commissioner may allow up to five minutes for an individual speaker if a minimum of three individuals who are present when the agenda item is called have ceded their time to the designated spokesperson, and the individuals ceding time forfeit their right to speak to the agenda item.
 - b. In-person participants ceding their time shall complete a speaker card and approach the staff table with the spokesperson so that staff may confirm the presence of those ceding their time. Persons participating via Zoom or phone and ceding their time to another speaker must notify the Commission at fgc@fgc.ca.gov prior to the start of the agenda item, including to whom they are ceding their time, and must be present during the agenda item.
 - c. Individuals may receive advance approval for additional time to speak if such requests are received by email or delivery to the Commission office by the **Supplemental Comment Deadline**. The president or designee will approve or deny the request no later than 5:00 p.m. two days prior to the meeting.
 - d. An individual requiring an interpreter is entitled to at least twice the allotted speaking time pursuant to Government Code Section 11125.7(c).

- e. An individual may receive additional time to speak to an agenda item at the request of any commissioner.

Agenda items may be heard in any order and on either day pursuant to the discretion of the presiding commissioner.

Visual Presentations/Materials

All electronic presentations must be submitted by the ***Supplemental Comment Deadline*** and approved by the Commission executive director before the meeting.

1. Electronic presentations must be provided by email to fgc@fgc.ca.gov. If the presentation file is too large to send via email, contact staff to identify an alternative method for submitting the file.
2. All electronic formats must be Windows PC compatible.
3. If presenting at the in-person meeting location, it is recommended that you bring a print copy of your presentation in case of technical difficulties.