



# 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



## AMENDED AGENDA

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

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

### REGULAR MEETING

June 24, 2025  
8:30 AM

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

### CLOSED SESSION

- 2) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich.
- 3) **Conference with Legal Counsel – Anticipated Litigation** – Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) of Government Code §54956.9: Case No. 25UC71122.

### **ADDEMDUM**

- 3A) **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): 1 case.

- 4) **Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Name of case: City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al. Inyo County Superior Court Case No. 12908.
- 5) **Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Name of case: Sierra Club and OVC v. LADWP et. al. Case No.: S1CVCV01-29768

### **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.**
- 6) **Pledge of Allegiance**
  - 7) **Report on Closed Session as Required by Law**
  - 8) **Public Comment**  
Comments may be time-limited
  - 9) **County Department Reports**

### **CONSENT AGENDA**

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

#### **10) 2025 Maintained Mileage Certification and Resolution**

Public Works | Michael Errante

##### **Recommended Action:**

- A) Approve Resolution No. 2025-21, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Annual Certification of the 2025 Maintained Mileage Log," and authorize the Chairperson to sign; and
- B) Authorize the Department of Public Works to file the resolution with the District 9 Office of the State of California Department of Transportation.

#### **11) Amendment to Price Paige & Company Contract for Audit Services**

Auditor-Controller | Amy Shepherd

##### **Recommended Action:**

Approve Amendment No. 1 to the contract between the County of Inyo and Price Paige & Company of Clovis CA, extending the term end date from June 30, 2025 to December 31, 2025, contingent upon the Board's approval of the Fiscal Year 2025-2026 Budget, and authorize the Chairperson to sign.



**12) Approval of Minutes from the June 10, 2025 Board of Supervisors Meeting**

Clerk of the Board | Assistant Clerk of the Board

**Recommended Action:**

Approve the minutes from the Board of Supervisors meeting of June 10, 2025.

**13) Filling of Vacancies on the Bishop Rural Fire Protection District Board of Commissioners**

Clerk of the Board | Assistant Clerk of the Board

**Recommended Action:**

- A) Appoint Mr. Steven Nelson to an unexpired four-year term on the Bishop Rural Fire Protection District Board of Commissioners, ending July 1, 2027; and
- B) Reappoint Mr. Michael Holland to the Bishop Rural Fire Protection District Board of Commissioners, to serve a four-year term ending July 1, 2029.

**14) Resolution Designating 127 West Bush Street, Lone Pine, as Exempt Surplus Land**

County Administrator | Meaghan McCamman

**Recommended Action:**

Approve Resolution No. 2025-22, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Declaring Certain County Owned Property Exempt Surplus Land Pursuant to the California Surplus Land Act," and authorize the Chairperson to sign.

**15) Amendment to Evergreen Solutions, LLC Contract for the Provision of a Classification and Compensation Study**

County Administrator - Personnel | Keri Oney

**Recommended Action:**

Approve Amendment No. 1 to the contract between the County of Inyo and Evergreen Solutions, LLC of Talahassee, FL, extending the term end date from June 30, 2025 to December 31, 2025, contingent upon the Board's approval of the Fiscal Year 2025-2026 Budget, and authorize the Chairperson to sign.

**16) Contract for Legal Services - General Labor and Employment Advice and Representation**

County Administrator - Personnel | Keri Oney

**Recommended Action:**

Approve the contract between the County of Inyo and Atkinson, Loya, Ruud & Romo for the provision of Legal Services - General Labor and Employment Advice, for an amount not to exceed \$420,000 for the term July 1, 2025 through June 30, 2026, contingent upon the Board's adoption of the Fiscal Year 2025-2026 Budget, and authorize the Chairperson to sign the contract and HIPAA Business Associate Agreement.

**17) Self-Insured Retention (SIR) Policy Change**

County Administrator - Risk Management | Aaron Holmberg

**Recommended Action:**

- A) Approve the new Self-Insured Retention (SIR) policy requiring an action of the Board of Supervisors to change the SIR amount of our general liability insurance coverage for any change equal to or greater than 20% of the SIR last approved by the Board of Supervisors (for changes to SIR or deductible amounts for all other insurance programs, the Risk Manager shall be required to take such action); and
- B) Retroactively approve the change from \$100,000 to \$250,000 in the general liability SIR previously authorized by the Risk Manager.

**18) Porter Scott Legal Services Agreement**

County Administrator - Risk Management | Aaron Holmberg

**Recommended Action:**

Approve the agreement between the County of Inyo and Porter Scott of Sacramento, CA, for the provision of legal services in an amount not to exceed \$400,000 for the period of July 1, 2025 through June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

**19) Kosmont Real Estate Services Contract Extension**

County Administrator | Meaghan McCamman

**Recommended Action:**

Approve Amendment No. 1 to the contract between the County of Inyo and Kosmont Real Estate Services, dba Kosmont Realty of El Segundo, CA, extending the term end date from June 30, 2025 to June 30, 2026, and authorize the Chairperson to sign.

**20) Contract for Autopsy Services**

County Administrator | Denelle Carrington

**Recommended Action:**

Approve the contract between the County and Dr. Eva S. Wasef, M.D. to provide autopsy services for the term of July 1, 2025 through June 30, 2028 for a contract amount not to exceed \$175,000, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

**21) Resolution Authorizing the Submittal of the Local Enforcement Agency Grant Application**

Environmental Health | Jerry Oser

**Recommended Action:**

Approve Resolution No. 2025-23, titled "A Resolution of the Board of Supervisors, County of Inyo, State of California Authorizing the Submittal of the Local Enforcement Agency Grant Application," and authorize the Chairperson to sign.

**22) Amendments to the Minutes for May 13, 2025 and Associated Board Order**

Health & Human Services | Anna Scott

**Recommended Action:**

Authorize the Clerk of the Board to amend the minutes of the May 13, 2025 Board of Supervisors meeting, and associated Board Order, so that they match the amount on the contract amendment with Eastern Sierra Community Housing.

**23) Maternal Child Adolescent Health (MCAH) California Home Visiting Program (CHVP) Agreement**

Health & Human Services - First 5 | Anna Scott

**Recommended Action:**

Approve the Maternal Child and Adolescent Health (MCAH) Agreement No. CHVP SGF EBHV 25-14 between the County of Inyo and California Department of Public Health in the amount of \$412,058 in State funding for the period of July 1, 2025 through June 30, 2026, contingent upon the Board's adoption of the Fiscal Year 2025-2026 Budget, and authorize the Health & Human Services Director to sign the Agreement Funding Application Policy Compliance and Certification.

**24) America's Job Center of California Memorandum of Understanding**

Health & Human Services | Anna Scott

**Recommended Action:**

Approve the Joint Powers Agreement (JPA) between the counties of Kern, Inyo, and Mono (KIM) to specify their responsibilities under the Workforce Investment Opportunity Act to be operated in the Workforce Development Area, and authorize the HHS Director to sign.

**25) Payment of Prior-Year County of Mono Invoices**

Health & Human Services | Anna Scott

**Recommended Action:**

Authorize payment to County of Mono of Bridgeport, CA for prior-year invoices in the amount of \$18,531.00 for senior infrastructure expenses.

**26) Amendment No. 6 to Maintenance Contract with Siemens Industry, Inc. for the Juvenile Center Fire Suppression System**

Probation | Jeffrey Thomson

**Recommended Action:**

Approve Amendment No. 6 to the Agreement between the County of Inyo and Siemens Industry, Inc. of Fresno, CA, to extend the Agreement from July 1, 2025 to June 30, 2026, July 1, 2026 to June 30, 2027, and July 1, 2027 to June 30, 2028, with the cost of \$8,064 paid in two installments per year for the semi-annual for Fiscal Year 2025-2026, \$8,468 paid in two installments per year for the semi-annual for Fiscal Year 2026-2027, \$8,890 paid in two installments per year for the semi-annual for Fiscal Year 2027-2028 for the inspection and maintenance of equipment services (fire and safety equipment – fire suppression system), contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

- 27) Amendment No. 6 to Memorandum of Understanding between the County of Inyo and Tuolumne County for Juvenile Detention Placement Services**  
Probation | Jeffrey Thomson

**Recommended Action:**

Approve Amendment No. 6 to the Memorandum of Understanding between the County of Inyo and the County of Tuolumne for the provision of Juvenile Detention placement services extending the term from July 1, 2025 to June 30, 2028 and modifying the daily rate per youth placed to be \$200.00 per day with a guarantee of one (1) bed at the Tuolumne Juvenile Hall and \$250.00 per day for every subsequent bed used by Inyo County, contingent upon the Board's approval of future budgets, and authorize the Chairperson and Chief Probation Officer to sign.

- 28) Contract for Urine Sample Collection Devices and Laboratory Services with Redwood Toxicology Laboratory, Inc.**  
Probation | Jeffrey Thomson

**Recommended Action:**

- A) Declare Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA a sole-source provider;
- B) Approve the contract between the County of Inyo and Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA for the provision of urine sample collection devices (supplies) and laboratory services, in an amount not to exceed \$100,000 for the period of July 1, 2025 to June 30, 2026, with an option to renew a second and third year, contingent on the adoption of future fiscal year budgets; and
- C) Authorize the Chairperson to sign.

- 29) Contract between the County of Inyo and Dewey Pest Control for the Provision of Pest Control Services**  
Public Works | Michael Errante

**Recommended Action:**

Approve the contract between the County of Inyo and Dewey Pest Control of Lancaster, CA for the provision of pest control services in an amount not to exceed \$83,880 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.

- 30) Federal Highway Safety Improvement Program Grant for Safety Improvements Along 2.8 miles of Trona-Wildrose Road**  
Public Works | Michael Errante

**Recommended Action:**

- A) Accept a successful grant from the Federal Highway Safety Improvement Program in the amount of \$466,380 for safety improvements along 2.8 miles of Trona-Wildrose Road corridor in the Slate Pass area in southern unincorporated Inyo County;
- B) Authorize the Public Works Director to execute the grant agreements and other documents related to the grant between the County of Inyo and the Federal Highway Administration and Caltrans for the period of June 10, 2025, through June 30, 2028; and

- C) Find that the project is exempt pursuant to the Section 15301 Existing Facilities exemption, and authorize the Public Works Director to prepare and execute the environmental documents accordingly.

**31) Laws, Independence, and Lone Pine Water Meter Replacement Project Bid Package**

Public Works | Michael Errante

**Recommended Action:**

Approve the plans and specifications for the Laws, Independence, and Lone Pine Water Meter Replacement Project and authorize the Public Works Director to advertise the project.

**32) Resolution Adopting List of Projects for Fiscal Year 2025-2026 Funded by Road Maintenance and Rehabilitation Account (SB-1)**

Public Works | Michael Errante

**Recommended Action:**

- A) Approve proposed Resolution No. 2025-24, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting a List of Projects for Fiscal Year 2025-26 Funded by SB 1: The Road Repair and Accountability Act of 2017," and authorize the Chairperson to sign; and
- B) Authorize the Public Works Department to apply for and submit all required documentation to receive the Inyo County allotment of SB 1, Road Repair and Accountability Act of 2017 funding and authorize the Public Works Director, or his designee, to sign for the Road Maintenance and Rehabilitation Account funding and all associated supporting documents.

## **REGULAR AGENDA**

**33) 2025 Fire Season Briefing**

Outside Agency | Todd McDivvit, Lance Rosen  
30 minutes

**Recommended Action:**

Receive a report on the upcoming fire season from the Inyo National Forest and Bureau of Land Management Bishop Field Office.

**11 A.M. 34) Public Hearing and Potential Adoption of the Proposed Ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Amending Section 18.78.310 of the Inyo County Code Pertaining to the Maintenance of Animals and Amending Subsections 18.12.020 (D) and 18.12.040 (J) Pertaining to Zoning Requirements for Animal Maintenance" (Zone Text Amendment [ZTA] 2024-03/Maintenance of Animals)**

Planning Department | Cathreen Richards

35 minutes (10min. Presentation / 25min. Discussion)

**Recommended Action:**

- A) Receive a presentation from staff regarding proposed amendments to Inyo County Code Section 18.78.310 pertaining to Maintenance of Animals and Inyo County Code Sections 18.12.020 and 18.12.040 pertaining to the Open Space Zone;
- B) Conduct a public hearing on the proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Amending Section 18.78.310 of the Inyo County Code Pertaining to the Maintenance of Animals and Amending Subsections 18.12.020 (D) and 18.12.040 (J) Pertaining to Zoning Requirements for Animal Maintenance;"
- C) Certify the project is exempt from environmental review pursuant to the California Environmental Quality Act Common Sense Rule 15061(b)(3); and
- D) Waive further reading of and enact said ordinance.

**35) Letter of Support for the Request for Military Aerial Support for the Overlanding for Warriors - Veterans Weekend Tribute 2025 Event**

Public Works | Michael Errante

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

**Recommended Action:**

Approve the letter of support for the request for military aerial support for the Overlanding for Warriors - Veterans Weekend Tribute 2025 Event, and authorize the Chairperson to sign.

**36) Amendment No. 2 to the Cost Sharing Agreement for the Provision of 911 Ambulance Services in the Greater Bishop Operating Area**

County Administrator | Nate Greenberg

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

**Recommended Action:**

Approve agreement between County of Inyo, City of Bishop, and Bishop Paiute Tribe for purpose of cost sharing of the financial support for continuity of 911 Emergency Medical Services in the Bishop Operating Area for the period between July 1, 2025 and June 30, 2026.

**37) Budget Amendment in the Animal Control Budget**

Sheriff | Stephanie Rennie

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

**Recommended Action:**

A) Amend the Fiscal Year 2024-2025 Animal Control Budget #023900 as follows: increase appropriation in Motor Pool Object Code #5333 by \$30,000 (*4/5ths vote required*); and

B) Amend the Fiscal Year 2024-2025 Jail - General Budget #022900 as follows: decrease appropriation in Salaried Employees Object Code #5001 by \$30,000. (*4/5ths vote required*).

**38) Personal Services Contract - Senior Deputy District Attorney and Associated Resolution**

County Administrator - Personnel | Keri Oney

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

**Recommended Action:**

- A) Approve the contract between the County of Inyo and Brad Braaten for the provision of personal services as the Senior Deputy District Attorney at Grade 25, Step D, \$12,903.29 per month effective July 3, 2025, and authorize the Chairperson to sign;
- B) Direct staff to update the publicly available pay schedule accordingly; and
- C) Rescind Resolution No. 2025-16 and approve Resolution No. 2025-25 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 July 3, 2025, and authorize the Chairperson to sign.

**ADDITIONAL PUBLIC COMMENT & REPORTS**

**39) Public Comment**

Comments may be time-limited

**40) Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects



# 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

June 24, 2025

Reference ID:  
2025-469

### 2025 Maintained Mileage Certification and Resolution Public Works ACTION REQUIRED

#### ITEM SUBMITTED BY

Michael Errante, Public Works Director

#### ITEM PRESENTED BY

Michael Errante, Public Works Director

#### RECOMMENDED ACTION:

- A) Approve Resolution No. 2025-21, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Annual Certification of the 2025 Maintained Mileage Log," and authorize the Chairperson to sign; and
- B) Authorize the Department of Public Works to file the resolution with the District 9 Office of the State of California Department of Transportation.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Section 2121 of the Streets and Highways Code stipulates that in May of each year, each County shall submit to the California Department of Transportation Districts any additions or exclusions to its mileage log of maintained County highways, specifying the termini and mileage of each route added or excluded from its County Maintained Mileage Log. The submittal is to be in the form of a Resolution by the Board of Supervisors. The reported maintained mileage is for the previous calendar year. The updates required for the 2025 Maintained Mileage Certification are shown in Exhibit A to the Resolution.

There is one change to the maintained mileage log for the 2025 calendar year, an addition of 0.13 miles to Road number 2053 Airport Road, and only minor revisions to the record of the roads.

#### FISCAL IMPACT:

There is no fiscal impact associated with this item.

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

The Board could choose not to approve the Resolution certifying the additions and deletions from the Inyo County Maintained Mileage Log, and direct the Public Works Department to modify the list as deemed appropriate.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### STRATEGIC PLAN ALIGNMENT:

Triving Communities | Community Supporting Infrastructure Improvements



**APPROVALS:**

Darcy Israel	Created/Initiated - 6/12/2025
Darcy Israel	Approved - 6/12/2025
Cherish Hegi	Approved - 6/12/2025
Shannon Platt	Approved - 6/12/2025
Michael Errante	Approved - 6/13/2025
Amy Shepherd	Approved - 6/13/2025
John Vallejo	Approved - 6/13/2025
Nate Greenberg	Final Approval - 6/13/2025

**ATTACHMENTS:**

1. Maintained Mileage Certification Resolution No. 2025-21
2. Exhibit A - Maintained Mileage Certification
3. MM Comparisons-2025

**Resolution 2025- 21**

**RESOLUTION OF THE BOARD OF SUPERVISORS,  
COUNTY OF INYO, STATE OF CALIFORNIA,  
ANNUAL CERTIFICATION OF THE 2024  
MAINTAINED MILEAGE LOG**

**WHEREAS,** Section 2121 of the Streets and Highways Code requires an annual report to Caltrans District 9 Office of the State of California showing the Maintained County Road System, specifying the termini and mileage of each route added to or excluded; and

**WHEREAS,** “Exhibit A” sets the Maintained County Road System from January 1, 2024 through December 31, 2024;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED,** by the Board of Supervisors of the County of Inyo the “Exhibit A” attached hereto and made a part hereof by this reference shows additions, revisions, and exclusions to the County Maintained Road System for the period of January 1, 2024 through December 31, 2024;

**BE IT FURTHER RESOLVED AND ORDERED,** that the Department of Public Works is hereby directed to file a certified copy of this resolution with the Caltrans District 9 Office of the State of California Department of Transportation.

**APPROVED AND ADOPTED** on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Inyo County Board of Supervisors, County of Inyo:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Chair

Inyo County Board of Supervisors

**ATTEST:**

Nate Greenberg, Clerk of the Board

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

Assistant Clerk of the Board

# Exhibit A

1. Relinquishment to County from State: None

2. Additions (new roads):

Road Name	Road Number	New Mileage	Record Document
None			

3. Additions (extensions): Airport Rd. Road#2053 extending road 0.13 miles, total road length 0.88.

4. Exclusions (abandonment of portion): None

5. Exclusions/Addition (road name changes):

Road Name	Road Number	Corrected Road Name	Corrected Road Number	New Mileage	Record Document
N. Lake View Ave.	4424A	N. Lakeview St.			Inyo County Board Resolution 2025-
S. Lake View Ave.	4424	S. Lakeview St.			Inyo County Board Resolution 2025-
Zinc Hill Rd	5014A	North Main St		0.11	Inyo County Board Resolution 2025-
Zinc Hill Rd	5014B	South Main St		0.28	Inyo County Board Resolution 2025-
Zinc Hill Rd	5014			3.72	Inyo County Board Resolution 2025-

# Maintained Mileage 2024

Road #	FREQUENCY	SUM_Shape	Mileage	Name	From Road	To Road
1001	3	12038	2.28	ROCK CREEK RD	Mono County Line	Roads End
1001A	1	3064	0.58	LAKE RD	1001 Rock Creek Rd	Road End
1002	1	3236	0.61	BOUNDARY RD	1007 Old Sherwin Grade Road	1003 Round Valley Road
1003	10	25873	4.90	N ROUND VALLEY RD	1010 South Round Valley	1002 Boundary Rd
1004	2	6809	1.29	RANGER STATION RD	1003 Round Valley Road	Roads End
1005	2	6307	1.19	MILL CREEK RD	Hwy 395	Hwy 395
1006	1	6739	1.28	BIRCHIM LN	1003 North Round Valley Road	Old Sherwin Grade
1007	3	19285	3.65	OLD SHERWIN GRADE RD	1009 Pine Creek	Mono County Line
1008	3	9309	1.76	VANADIUM RANCH RD	1009 Pine Creek	1003 Round Valley Road
1009	13	50011	9.47	PINE CREEK RD	1009 Pine Creek	Roads End
1010	9	25353	4.80	S ROUND VALLEY RD	1003 Round Valley Road	1013 Sawmill Road
1011	6	9337	1.77	ROUND VALLEY TUNGSTEN RD	1010 Round Valley Road	Roads End
1012	1	1113	0.21	GORGE RD	1007 Old Sherwin Grade Road	Hwy 395
1013	3	9978	1.89	SAWMILL RD	1016 Ed Powers	Hwy 395 South
1014	9	14308	2.71	TUNGSTEN CITY RD	1016 Ed Powers	Roads End
1015	2	2071	0.39	ABELOR RD	1013 Sawmill Rd	Road End
1016	4	12805	2.43	ED POWERS RD	Hwy 168	Hwy 395
1017	8	6898	1.31	RED HILL RD	1016 Ed Powers	Hwy 168
1018	1	317	0.06	VALLEY WEST CIR	1023 Sunrise Dr	Roads End
1019	1	1982	0.38	PLANT FIVE RD	2085 Bishop Creek	Roads End
1020	17	38234	7.24	BUTTERMILK RD	Hwy 168	Roads End
1021	2	4243	0.80	SAND CANYON RD	8012 Non Count	2085 Bishop Creek
1022	6	12408	2.35	PLEASANT VALLEY DAM RD	Hwy 395	1038 Chalk Bluff Road
1023	2	2579	0.49	SUNRISE DR	1033 Barlow Lane	Roads End
1024	2	2679	0.51	OTEY RD	1017 Red Hill	Roads End
1025	3	5483	1.04	MUMY LN	Hwy 168	1027 Reata Rd
1026	1	2153	0.41	SHEPARD LN	Hwy 168	Roads End
1027	3	4347	0.82	REATA RD	Hwy 168	1028 Underwood
1028	5	6209	1.18	UNDERWOOD LN	1027 Reata Roa	1033 Barlow Lane
1029	3	1951	0.37	MCLAREN LN	Hwy 168	1051 Mountian View Rd
1030	9	13258	2.51	BROCKMAN LN	Hwy 168	1032 Dixon Lane
1031	10	10633	2.01	RIVERSIDE RD	1030 Brockman Lane	Hwy 6
1032	3	10615	2.01	DIXON LN	1030 Brockman Lane	Hwy 6
1033	20	19569	3.71	BARLOW LN	1106 Saniger Ln	Road End "Indian Cemetery"
1034	1	15422	2.92	BIR RD	1033 Barlow Lane	Roads End
1035	3	5762	1.09	SCHOBER LN	1033 Barlow Lane	Hwy 395
1036	2	9813	1.86	FIVE BRIDGES RD	1037 Jean Blanc Road	Hwy 6
1037	21	24480	4.64	JEAN BLANC RD	1038 Chalk Bluff Road	1036 Five Bridges Road
1038	27	31047	5.88	CHALK BLUFF RD	1022 Pleasant Valley Dam Road	1037 Jean Blanc Road
1039	2	23540	4.46	CASA DIABLO	1038 Chalk Bluff Rd	Mono County
1040	2	16360	3.10	FISH SLOUGH RD	1037 Jean Blanc Road	Mono County Line
1041	1	5351	1.01	NORTH INYO	Hwy 6	Road End
1042	1	7622	1.44	RUDOLPH RD	Mono County	Roads End
1043	4	6737	1.28	JOE SMITH RD	1044 Silver Canyon Road	1037 Jean Blanc Road
1044	10	60929	11.54	SILVER CANYON RD	1045 Laws Poleta Road	Hwy 6
1045	6	9102	1.72	LAWS POLETA RD	1044 Silver Canyon Road	2045 Poleta Laws Road
1046	7	93164	17.64	WYMAN CREEK RD	Hwy 168	1083 White Mountain Rd.
1047	2	6515	1.23	OASIS RD	Hwy 168	8039 Non Count
1048	7	44374	8.40	EUREKA VALLEY RD	8039 Non County Road	Willow Creek Road
1049	1	1048	0.20	PLANT SIX RD	Hwy 168	Roads End
1050	2	2421	0.46	HIGHLAND DR	1033 Barlow Lane	Roads End
1051	1	862	0.16	S MOUNTAIN VIEW RD	1029 McLaren Lane	1052 Ranch Road
1052	7	2411	0.46	RANCH RD	1053 Mt. Tom Rd	1055 Mountain View Rd
1053	2	2057	0.39	MOUNT TOM RD	1052 Ranch Road	Road End
1054	1	1235	0.23	VISTA RD	1052 Ranch Road	Roads End
1055	1	882	0.17	N MOUNTAIN VIEW RD	1052 Ranch Road	Roads End
1056	1	2408	0.46	SUNSET RD	1033 Barlow La	Roads End
1058	5	8097	1.53	CHURCHILL MINE RD	1037 Jean Blanc Road	Roads End
1059	4	5290	1.00	SEE VEE LN	Hwy 168	Hwy 395
1060	3	5286	1.00	TU SU LN	Hwy 168	Hwy 395
1061	4	7895	1.50	S PA HA LN	Hwy 395	Road End
1062	5	5325	1.01	DIAZ LN	1030 Brockman Lane	1059 See Vee Lane
1063	5	2658	0.50	PA ME LN	Hwy 168	1078 Indian Creek Dr
1064	2	6829	1.29	FLYNN RD	1045 Laws Poleta Road	Roads End
1065	1	2805	0.53	STEWART RD	1064 Flynn Rd	Roads End
1066	5	20580	3.90	COYOTE VALLEY RD	1028 Underwood Lane	Roads End
1067	3	1328	0.25	MEADOW LN	Hwy 168	1071 Pinion Road
1068	5	2332	0.44	MESQUITE RD	1072 Laurel Road	1069 Birch St.
1069	3	607	0.12	E BIRCH ST	1082 Grandview Rd.	1063 Pa Me Lane
1069A	2	489	0.09	W BIRCH ST	Roads End	Roads End

1070	1	351	0.07	E CEDAR ST	1082 Grandview Rd.	1068 Mesquite Rd.
1070A	1	304	0.06	W CEDAR ST	1067 Madow Lane	1079 Tumbleweed Rd.
1071	2	501	0.09	PINON RD	1070 Cedar St	Road End
1072	2	604	0.11	LAUREL RD	1071 Pinion Road	1082 Grandview Drive
1073	1	316	0.06	RANCH VIEW LN	1052 Ranch Road	Roads End
1074	1	2659	0.50	LONGVIEW DR	1033 Barlow Lane	Roads End
1075	2	1586	0.30	WATTERSON RD	1027 Reata Road	Roads End
1076	3	2462	0.47	SIERRA VISTA WAY	1033 Barlow Lane	Roads End
1077	3	4539	0.86	ROCKING K RD	1016 Ed Powers	Roads End
1078	2	1679	0.32	INDIAN CREEK DR	1063 Pa Me Lane	Roads End
1079	2	633	0.12	N TUMBLEWEED RD	Roads End	1070 Cedar Street
1079A	1	1310	0.25	S TUMBLEWEED RD	1078 Indian Creek Rd	Roads End
1080	4	1273	0.24	MORNINGSIDE DR	1063 Pa Me Lan	Roads End
1081	2	1544	0.29	WILDROSE LN	1068 Mesquite Rd.	1069 Birch St.
1082	5	2112	0.40	GRANDVIEW DR	1068 Mesquite	Hwy 168
1083	5	45958	8.70	WHITE MOUNTAIN RD	Hwy 168	Mono County Line
1084	1	1768	0.33	LAZY A DR	1087 Bar L Lane	1086 Bar M Lane
1085	1	1438	0.27	IRENE WAY	1033 Barlow Lane	1116 Carol Lane
1086	3	822	0.16	BAR M LN	1091 Rocking W Drive	1033 Barlow Lane
1087	3	783	0.15	BAR L LN	1091 Rocking W Drive	1033 Barlow Lane
1088	1	2153	0.41	GLENBROOK WAY	1033 Barlow Lane	1090 Orinda Drive
1089	1	4117	0.78	HORTON CREEK RD	1010 Round Valley Road	Roads End
1090	2	681	0.13	ORINDA DR	1028 Underwood	1076 Sierra Vista
1091	2	2651	0.50	ROCKING W DR	Hwy 395	Roads End
1092	5	3614	0.68	ARBOLES DR	1103 Starlite Dr	Roads End
1093	2	1267	0.24	REINA RD	Roads End	Roads End
1094	1	437	0.08	VISTA VERDE RD	1098 Mesa Vist	Roads End
1095	1	307	0.06	ALISO CIR	1092 Arboles Drive	Roads End
1096	1	593	0.11	MAJORCA CIR	1092 Arboles Drive	Roads End
1097	1	854	0.16	AVENIDA DEL MONTE	1098 Mesa Vista Drive	1092 Arboles Drive
1098	4	2265	0.43	MESA VISTA DR	1005 Mill Creek Rd	1092 Arboles Drive
1099	1	2394	0.45	HOUSTON DR	1092 Arboles Drive	Roads End
1100	1	1215	0.23	BROOKSIDE DR	1029 McLaren Lane	Roads End
1101	1	194	0.04	MAJESTIC WAY	1052 Ranch Road	Roads End
1102	1	308	0.06	LURING LN	1052 Ranch Road	Roads End
1103	4	6776	1.28	STARLITE DR	Hwy 168	Roads End
1104	2	1177	0.22	RUNNING IRON RD	1077 Rocking K	1077 Rocking K
1105	1	191	0.04	AURORA CIR	1104 Running Iron Road	Roads End
1106	10	3295	0.62	SANIGER LN	1032 Dixon Lan	1086 Bar M Ln
1107	2	1132	0.21	JUNIPER DR	1106 Saniger Lane	1108 Valley View Dr.
1108	7	2389	0.45	VALLEY VIEW DR	1032 Dixon Lan	Roads End
1109	4	1502	0.28	WEST ST	Roads End	Roads End
1110	1	1786	0.34	POLARIS CIR	1103 Starlite	Roads End
1110A	1	363	0.07	POLARIS CIR	1103 Starlite	Roads End
1111	1	517	0.10	ALTAIR CIR	1103 Starlite Drive	Roads End
1112	2	1723	0.33	APOLLO CIR	Roads End	1110 Polaris Circle
1113	2	1125	0.21	LAWS FRONTAGE RD	1044 Silver Canyon Road	Unnamed Road
1114	1	1294	0.25	HARDY RD	1003 Round Valley Road	Roads End
1115	1	1107	0.21	ARCTURIS CIR	Roads End	1103 Starlite Drive
1116	2	1760	0.33	CAROL LN	Roads End	Roads End
1117	2	990	0.19	AUDREY LN	Roads End	Roads End
1118	1	430	0.08	SARAH VIEW	1076 Sierra Vista	1117 Audrey Lane
1119	1	147	0.03	CHEROKEE CIR	1121 Sioux Lane	Roads End
1120	4	1647	0.31	CHOCTAW LN	1120 Sioux lane	1108 Valley View Dr.
1121	3	468	0.09	SIOUX LN	1120 Choctaw	Roads End
1122	1	323	0.06	WILSON CIR	Roads End	1108 Valley View Dr.
1123	1	276	0.05	FAIRVIEW CIR	1075 Watterson Road	Roads End
1124	2	1839	0.35	BEAR CREEK DR	1086 Bar M Lane	1087 Bar L Lane
1125	1	167	0.03	SILVER CREEK DR	1124 Bear Creek	1033 Barlow Lane
1126	1	329	0.06	HUNTER WAY	1109 West Street	Roads End
1127	7	2730	0.52	SHOSHONE DR	Roads End	Roads End
1128	2	311	0.06	PAIUTE CIR	Roads End	Roads End
1129	1	195	0.04	ARAPAHOE CIR	1120 Choctaw Lane	Roads End
1130	1	212	0.04	WASHOE CIR	1120 Chotaw Lane	Roads End
1131	5	2753	0.52	SUNSET DR	1033 Barlow Lane	Roads End
1132	3	488	0.09	SUMMER HAZE CIR	Roads End	Roads End
1133	1	161	0.03	LEISURE CIR	1132 Summer Haze Circle	Roads End
1134	2	388	0.07	AUTUMN LEAVES CIR	Roads End	Roads End
1135	1	342	0.06	SNOW CIR	1131 Sunset Dr	Roads End
1136	2	376	0.07	SUNDOWN CIR	1131 Sunset Dr	Roads End
1137	1	369	0.07	STONE CIR	1108 Valley View Drive	Roads End
1138	1	959	0.18	APACHE DR	1106 Saniger Lane	Roads End
1139	1	1425	0.27	CHEYENNE DR	1127 Shoshone Drive	1127 Shoshone

1140	1	460	0.09	NAVAJO CIR	1106 Saniger Lane	Roads End
1141	1	316	0.06	GRAZIDE CIR	1108 Valley View Drive	Roads End
1142	1	274	0.05	HOPI CIR	1106 Saniger Lane	Roads End
1143	1	573	0.11	KIOWA CIR	1127 Shoshone Drive	Roads End
1144	1	156	0.03	ZUNI CIR	1127 Shoshone Drive	Roads End
1145	1	349	0.07	HOBBS CIR	1108 Valley View Drive	Roads End
2011	1	2940	0.56	SULFUR RD	2017 Death Valley Rd.	Roads End
2012	3	6293	1.19	DEEP SPRINGS RANCH RD	Hwy 168	Roads End
2013	8	22191	4.20	POLETA RD	Bishop City Line	2014 Eastside Road
2014	5	11565	2.19	EASTSIDE RD	2013 Poleta Road	2018 Warm Springs Road
2015	6	10340	1.96	REDDING CANYON RD	2014 Eastside	Roads End
2016	1	29853	5.65	BLACK CANYON RD	2014 Eastside Road	Nat'l Forest Boundary
2017	17	165386	31.32	DEATH VALLEY RD	Hwy 168	3017 Death Valley Rd
2018	24	34891	6.61	WARM SPRINGS RD	2014 Eastside	Hwy 395
2019	18	21692	4.11	COLLINS RD	Roads End	Roads End
2020	20	19032	3.60	GERKIN RD	Hwy 395	Roads End
2021	1	806	0.15	OWENS RD	Roads End	2020 Gerkin Road
2022	2	37315	7.07	SOUTH LAKE RD	Hwy 168	Roads End
2023	3	1525	0.29	COLUMBINE DR	Hwy 168	Roads End
2024	4	2285	0.43	LAKE RD	2025 North Lake Rd	Roads End
2025	2	10542	2.00	NORTH LAKE RD	Hwy 168	Roads End
2026	3	4088	0.77	SABRINA RD	Hwy 395	Roads End
2027	1	491	0.09	NORTH ST	Roads End	2020 Gerkin Road
2028	9	20706	3.92	COUNTY RD	2029 Keoughs Hot Spring Road	Hwy 395
2029	3	4824	0.91	KEOUGH HOT SPRINGS	Hwy 395	Roads End
2030	3	5946	1.13	WYE RD	Hwy 395	Roads End
2031	2	8916	1.69	SUNLAND INDIAN RESERVATION RD	Hwy 395	1035 Schober Lane
2034	12	19365	3.67	SUNLAND DR	Hwy 168	Hwy 395
2035	1	2730	0.52	SCHOBER LN	2034 Sunland D	1033 Barlow Lane
2039	6	4301	0.81	COTTONWOOD LN	2020 Gerkin Road	Roads End
2040	2	845	0.16	CHERRY TREE CIR	2039 Cottonwood Lane	Roads End
2041	1	245	0.05	VISTA CIR	2040 Cherry Trail	Road End
2042	1	665	0.13	JEFFERY CIR	2039 Cottonwood Lane	Roads End
2043	1	1444	0.27	MANDICH ST	2034 Sunland Drive	Hwy 395
2044	1	407	0.08	W JAY ST	Hwy 395	Road End
2045	1	6099	1.16	POLETA LAWS RD	1044 Silver Canyon Road	2045 Poleta Laws Road
2047	1	32426	6.14	WILLOW CREEK RD	Eureka Valley Road	8039 Non County Road
2048	2	63375	12.00	EUREKA VALLEY RD	8039 Non County Road	Willow Creek Road
2049	2	49354	9.35	S EUREKA RD	Death Valley Road	Roads End
2050	1	1315	0.25	VAN LOON LN	2013 Poleta Ro	Roads End
2053	1	3967	0.88	AIRPORT RD	2013 Poleta Road	Roads End
2054	1	1300	0.25	RAWSON CREEK RD	2020 Gerkin Road	2059 Sierra Ladera St.
2055	2	652	0.12	FOOTHILL DR	2020 Gerkin Road	Roads End
2056	1	125	0.02	TRAIL CIR	2055 Foothill Dr	Roads End
2057	1	1268	0.24	PANORAMA DR	2020 Gerkin Road	Roads End
2058	2	2505	0.47	SIERRA GRANDE	2020 Gerkin Road	Roads End
2059	2	1251	0.24	SIERRA LADERA ST	2054 Rawson Creek Rd	2060 Sierra Bonita St.
2060	1	1104	0.21	SIERRA BONITA ST	2020 Gerkin Road	2059 Sierra Ladera St.
2062	1	168	0.03	AGAPE CIR	2019 Collins Road	Roads End
2081	5	1444	0.27	ALPINE DR	Hwy 168	Roads End
2083	7	44942	8.51	WHITE MOUNTAIN RD	2083 White Mountain Rd.	Mono County
2084	1	1322	0.25	BISHOP GOLF COURSE RD	HWY 395	Roads End
2085	4	14322	2.71	E BISHOP CREEK RD	Hwy 168	Roads End
2085A	1	2418	0.46	W BISHOP CREEK RD	Hwy 168	Roads End
2086	2	552	0.10	WHITE PINE RD	2088 Cataract Rd	Roads End
2087	1	466	0.09	IRIS DR	2090 Cardinal Road	Roads End
2088	4	3820	0.72	CATARACT RD	Hwy 168	2023 Columbine Drive
2089	1	870	0.16	SAGE DR	HWY 168	2081 Alpine Road
2090	3	2542	0.48	CARDINAL RD	Hwy 168	2023 Columbine Drive
2091	1	357	0.07	BROOK LN	2086 White Pine Road	Roads End
2092	4	1274	0.24	MIDDLE FORK RD	2025 North Lake Rd	2026 Sabrina Rd
2093	2	1243	0.24	RESERVOIR RD	Hwy 168	Roads End
2094	2	5477	1.04	BIG TREES RD	Hwy 168	Roads End
2095	1	460	0.09	HABEGGER LN	2022 South Lake Road	2096 Canyon Road
2096	2	1230	0.23	CANYON DR	2095 Habegger Lane	Roads End
2097	1	406	0.08	MOUNT TOM VIEW DR	2096 Canyon Dr	Roads End
2098	1	306	0.06	SIERRA SUMMIT	Hwy 168	Roads End
2099	1	566	0.11	SUMAC RD	2081 Alpine Dr	Roads End
2100	1	535	0.10	MANZANITA RD	2081 Alpine Drive	Roads End
2101	1	551	0.10	BARRETT CIR	2039 Cottonwood Lane	Roads End
3001	3	8364	1.58	SUGARLOAF RD	3002 Glacier Lodge Rd	Roads End
3002	5	52542	9.95	GLACIER LODGE RD	3212 West Street	Roads End
3003	11	5507	1.04	REYNOLDS RD	3028 County Round	Hwy 395

3004	2	5240	0.99	BAKER CREEK RD	Hwy 395	Roads End
3005	1	2053	0.39	CONE RD	3002 Glacier Lodge Road	Roads End
3006	11	39282	7.44	MCMURRAY MEADOWS RD	Glacier Lodge Rd	Non County Road
3007	1	1974	0.37	ARC RD	3001 Sugar Loaf Road	Roads End
3008	1	2657	0.50	BIG PINE REPEATER RD	2017 Death Valley Rd	Roads End
3009	14	10239	1.94	BARTELL RD	Hwy 395	Roads End
3010	1	2490	0.47	LOWER GLACIER RD	3006 McMurray Meadows Road	Roads End
3011	3	5427	1.03	NEWMAN ST	Hwy 395	3009 Bartell Road
3012	2	7361	1.39	STEWART LN	Hwy 395	Roads End
3013	21	145865	27.63	WAUCOBA SALINE RD	Nat'l Forest Boundary	4013 Saline Valley
3014	1	1788	0.34	STEWART RANCH RD	3017A Death Valley road	Roads End
3015	3	2548	0.48	BIG PINE DUMP RD	Hwy 395	Roads End
3016	1	1242	0.24	GREGG RD	3015 Big Pine Dump Road	Roads End
3017	16	169013	32.01	DEATH VALLEY RD	Hwy 168	3017 Death Valley Rd
3018	33	70152	13.29	TINNEMAHA RD	Roads End	3035 Fish Spri
3019	1	4167	0.79	BIRCH CREEK RD	3018 Tinnemaha Road	Roads End
3020	1	9350	1.77	FULLER RD	3018 Tinnemaha Road	Roads End
3021	1	1141	0.22	E ELNA RD	Hwy 395	Roads End
3022	8	23495	4.45	TABOOSE CREEK RD	3018 Tinnemaha	Nat'l Forest Boundary
3023	6	13870	2.63	ABERDEEN STATION RD	3018 Tinnemaha	Roads End
3024	3	10387	1.97	BLACK ROCK SPRINGS RD	3018 Tinnemaha Road	3027 Coloseum Road
3025	2	18568	3.52	DIVISION CREEK RD	3018 Tinnemaha Road	Nat'l Forest Boundary
3026	1	5656	1.07	UPPER DIVISION CREEK RD	3025 Division	Road End
3027	3	16515	3.13	COLOSEUM RD	Hwy 395	3027A N Coloseum Road
3027A	3	16633	3.15	N COLOSEUM RD	Hwy 395	Hwy 395
3028	5	22505	4.26	COUNTY RD	Hwy 395	2028 Keoughs Hot Spring Road
3029	9	13725	2.60	FORT INDEPENDENCE RD	Hwy 395	Hwy 395
3030	4	6453	1.22	FISH HATCHERY RD	Hwy 395	3031 Oak Creek Road
3031	3	23521	4.45	N OAK CREEK RD	3030 Fish Hatchery Rd	Roads End
3032	1	7469	1.41	S OAK CREEK RD	3030 Fish Hatchery Rd	Roads End
3033	6	2061	0.39	SARAH ST	3409 Park St.	3406 Kearsarge
3034	1	896	0.17	BELL ACCESS RD	3032 Oak Creeek Rd	3030 Fish Hatchery Road
3035	3	16168	3.06	FISH SPRINGS RD	Hwy 395	Hwy 395
3036	4	6800	1.29	SCHABBELL LN	HWY 395	3029 Fort Independence
3037	5	1756	0.33	SUSAN ST	3405 Market St	Roads End
3038	7	2650	0.50	MARY ST	3409 Park St.	Roads End
3039	7	2544	0.48	LILY ST	3409 Park St.	3401 Inyo St.
3040	7	2646	0.50	DALE ST	3408 Pavillion Street	3401 Inyo Steet
3041	2	714	0.14	N JEWEL ALY	3401 Inyo Street	Roads End
3042	1	857	0.16	CAROLYN ST	3411 Sierra Street	3405 Market Street
3045	3	71977	13.63	MAZOURKA CANYON RD	Hwy 395	Nat'l Forest Boundary
3046	2	4244	0.80	DUMP RD	Hwy 395	Roads End
3047	5	67460	12.78	ONION VALLEY RD	3405 West Market St	Nat'l Forest Boundary
3048	6	5193	0.98	CRATER ST	3050 Baker Ln	3051 Butcher Ln
3049	1	2605	0.49	PIPER ST	3050 Bkaer Lane	3009 Bartell Rd.
3050	2	873	0.17	BAKER LN	3048 Crater Street	3049 Piper Street
3051	3	1373	0.26	BUTCHER LN	Hwy 395	3011 Newman Street
3052	1	1815	0.34	SEVEN PINES RD	3047 Onion Valley Road	Roads End
3053	2	2647	0.50	GRIFFITH RD	3035 Fish Springs Road	3018 Tinnemaha Road
3054	2	1826	0.35	TERRACE DR	3003 Reynolds	3003 Reynolds
3055	5	14693	2.78	FOOTHILL RD	3047 Onion Valley Road	Roads End
3056	2	11645	2.21	GOODALE RD	Hwy 395	Roads End
3057	2	1222	0.23	PINE RD	3003 Reynolds Road	3061 Elm Crest Dr.
3058	1	881	0.17	JUNIPER RD	3003 Reynolds Road	3059 Mountain Road
3059	2	1220	0.23	MOUNTAIN RD	3057 Pine Rd	3060 Meadow Lark Rd
3060	2	287	0.05	MEADOWLARK RD	3059 Mountian Road	3061 Elmcrest Dr.
3061	2	1681	0.32	ELMCREST DR	3060 Meadowlark Road	Roads End
3063	3	1172	0.22	CARMELEA LN	Roads End	3070 Olivia Lane
3064	3	748	0.14	MARIANNE WAY	3063 Carmelea Lane	3070 Olivia Lane
3065	2	327	0.06	JULIE ANN LN	3003 Reynolds Road	3064 Marianne Way
3066	2	501	0.09	BETTY LOU LN	3065 Julie Ann Ln	Road End
3067	1	189	0.04	MICHELLE CIR	3066 Betty Lou	Roads End
3068	2	766	0.15	MYRTLE LN	3003 Reynolds Road	3070 Olivia Road
3069	1	324	0.06	KRISTINE CIR	3068 Myrtle Lane	Roads End
3070	5	1780	0.34	OLIVIA LN	3003 Reynolds Road	Roads End
3071	1	142	0.03	TAMMY LN	3063 Carmelea Lane	Roads End
3072	1	238	0.04	TAWNYA CIR	3070 Olivia Lane	Roads End
3201	2	378	0.07	POPLAR AVE	Hwy 395	Roads End
3202	1	538	0.10	CENTER ST	3216 Washington Street	3215 Pine Street
3203	2	783	0.15	LOCUST ST	3216 Washington Street	Hwy 395
3204	1	549	0.10	HOME ST	3215 Pine Street	3216 Washington Street
3205	1	466	0.09	NANCY LN	3212 West Street	3212 West Street
3206	3	2623	0.50	W CROCKER AVE	Hwy 395	3212 West Street

3206A	1	262	0.05	E CROCKER AVE	Hwy 395	3215 Pine Rd
3207	3	1702	0.32	CORNELL ST	3213 School Street	Roads End
3208	3	1295	0.25	DEWEY ST	3213 School Street	Hwy 395
3209	3	1299	0.25	CHESTNUT ST	Hwy 395	3213 School Street
3210	2	1295	0.25	WALNUT ST	3213 School Street	Hwy 395
3211	3	1310	0.25	BLAKE ST	Hwy 395	3213 School Street
3212	5	2447	0.46	WEST ST	Glacier Lodge Rd	Roads End
3213	8	5271	1.00	S SCHOOL ST	3206 Crocker Ave	3211 Blake St
3214	2	530	0.10	HALL ST	3209 Chestnut Street	3208 Dewey Street
3215	4	2051	0.39	PINE ST	3201 POPLAR ST	Hwy 395
3216	2	654	0.12	WASHINGTON ST	3204 Home Street	3202 Center St
3217	1	214	0.04	SARA LN	3209 Chestnut	Roads End
3401	6	1148	0.22	E INYO ST	Hwy 395	Roads End
3401A	1	138	0.03	W INYO ST	3405 Market St	Roads End
3402	6	1147	0.22	E WALL ST	Hwy 395	3423 Crockett
3402A	2	378	0.07	W WALL ST	3416 N Washington St	Hwy 395
3403	4	766	0.15	E MAIN ST	Hwy 395	3421 Clay Street
3403A	6	1142	0.22	W MAIN ST	3412 Grant Street	Hwy 395
3404	4	765	0.14	E CENTER ST	3421 Clay Street	Hwy 395
3404A	6	1144	0.22	W CENTER ST	Hwy 395	3412 Grant Street
3405	6	1147	0.22	W MARKET ST	Hwy 395	3047 Onion Valley Road
3405A	7	2067	0.39	E MARKET ST	Hwy 395	Roads End
3406	4	757	0.14	E KEARSARGE ST	3421 Clay Street	Hwy 395
3406A	4	946	0.18	W KEARSARGE ST	Hwy 395	Roads End
3407	4	758	0.14	E PAYNE ST	3421 Clay Street	Hwy 395
3407A	6	1141	0.22	W PAYNE ST	Hwy 395	Roads End
3408	6	1635	0.31	E PAVILION ST	3424 Rosedale	Hwy 395
3408A	5	961	0.18	W PAVILION ST	Hwy 395	3414 Webster Street
3409	3	773	0.15	E PARK ST	3419 Jackson Street	Hwy 395
3409A	5	961	0.18	W PARK ST	Hwy 395	3416 Washington Street
3410	2	423	0.08	W CITRUS ST	Hwy 395	3416 Washington Street
3411	2	385	0.07	E SIERRA ST	3424 Rosedale St	3426 Valley View Dr
3412	2	763	0.14	N GRANT ST	3402 Wall Street	3403 Main Street
3414	3	957	0.18	N WEBSTER ST	3405 Market St	Roads End
3414A	5	1777	0.34	S WEBSTER ST	3408 Pavilion	3405 Market St
3416	3	1125	0.21	N WASHINGTON ST	3405 Market St	3401 Inyo Street
3416A	5	1946	0.37	S WASHINGTON ST	3410 Citrus St	3405 Market St
3419	5	1519	0.29	N JACKSON ST	3401 Inyo Street	3405 Market Street
3419A	4	1515	0.29	S JACKSON ST	3405 Market Street	3409 Park Street
3421	4	1516	0.29	N CLAY ST	3401 Inyo Street	3405 Market Street
3421A	6	2499	0.47	S CLAY ST	3405 Market Street	Roads End
3423	1	280	0.05	N CROCKETT ST	3402 Wall St	Roads End
3424	2	1251	0.24	S ROSEDALE DR	3408 Pavillion St	3405 Market St
3426	2	1299	0.25	S VALLEY VIEW DR	3405 Market St	Roads End
4001	19	28968	5.49	MANZANAR REWARD RD	Hwy 395	Roads End
4003	11	73343	13.89	OWENYO LONE PINE RD	4001 Manzanar	4010 Dolomite
4004	15	21457	4.06	MOFFAT RANCH RD	Hwy 395	Roads End
4005	5	5872	1.11	PANGBORN LN	Hwy 395	Hwy 395
4006	5	17843	3.38	LONE PINE NARROW GAUGE RD	Hwy 395	4003 Owenyo-Lone Pine Rd
4006A	1	1092	0.21	LONE PINE NARROW GAUGE RD	4006 Lone Pine Narrow Gauge Rd.	Roads End
4006B	1	1038	0.20	LONE PINE NARROW GAUGE RD	4006 Lone Pine Narrow Gauge Rd.	4003 Owenyo-Lone Pine Rd
4009	6	85394	16.17	WHITE MOUNTAIN TALC RD	4013 Saline Valley Road	Roads End
4010	2	23893	4.53	DOLOMITE LOOP RD	Hwy 136	Hwy 136
4011	1	1398	0.26	COTTONWOOD POWERHOUSE RD	Hwy 395	Roads End
4012	1	37101	7.03	UBEHEBE RD	Nat'l Park Boundary	4013 Saline Valley Road
4013	18	257076	48.69	SALINE VALLEY RD	3013 Waucoba St	5013 Saline Valley Road
4014	2	671	0.13	CAMPGROUND RD	4015 Putnam Road	4018 Whitney Portal Road
4015	9	4908	0.93	PUTNAM RD	4018 Whitney Portal Road	Road End
4016	1	953	0.18	BUDKE RD	4015 Putnam Road	Road End
4017	10	100098	18.96	HORSESHOE MEADOWS RD	4018 Whitney Portal Road	Roads End
4018	28	62455	11.83	WHITNEY PORTAL RD	Hwy 395	Roads End
4019	15	28758	5.45	TUTTLE CREEK RD	4018 Whitney Portal Road	4023 Lubken Canyon Rd
4020	1	15133	2.87	GRANITE VIEW DR	4017 Horseshoe Meadows Road	Roads End
4021	7	7781	1.47	SUB STATION RD	4425 Line Street	Roads End
4022	4	9674	1.83	INDIAN SPRINGS DR	4019 Tuttle Creek Road	4048 Dominy Road
4023	3	17718	3.36	LUBKEN CANYON RD	Hwy 395	4017 Horseshoe Meadows Rd
4024	2	4906	0.93	CARROLL CREEK RD	Hwy 395	Roads End
4025	3	22460	4.25	COTTONWOOD RD	Hwy 395	Roads End
4026	3	35726	6.77	HOGBACK RD	4037 Movie Road	4004 Moffatt Ranch Road
4027	1	41261	7.81	CERRO GORDO RD	8054 Non County Road	Hwy 136
4029	2	25864	4.90	SANTA ROSA RD	5013 Saline Valley Road	Roads End
4031	1	2872	0.54	OLANCHA-DUMP RD	4206 Old State Hwy	Roads End
4032	2	986	0.19	BARTLETT RD	Hwy 395	Roads End



4033	1	2677	0.51	LONE PINE GOLF COURSE RD	Hwy 395	Roads End
4034	4	1356	0.26	LASKY LN	4005 Pangborn Lane	Roads End
4035	1	620	0.12	PANGBORN ST	4034 Lasky Lane	Roads End
4036	1	662	0.13	KELLOGG ST	4034 Lasky Lane	Roads End
4037	9	30254	5.73	MOVIE RD	4018 Whitney P	4026 Hogback R
4038	2	12642	2.39	OLIVAS RANCH RD	4018 Whitney P	Roads End
4039	2	4143	0.78	MAGAZINE RD	4019 Tuttle Creek Road	Unnamed Road
4041	2	2647	0.50	GOODWIN RD	4021 Sub Station Road	Roads End
4042	1	2641	0.50	ZUCCO RD	4058 Teya Rd	4021 Sub Station Road
4043	2	2939	0.56	BURKHARDT RD	Hwy 395	Roads End
4044	2	4914	0.93	THUNDERCLOUD LN	4019 Tuttle Creek Road	4045 Shahar Av
4045	3	3039	0.58	SHAHAR AVE	Roads End	Roads End
4046	2	5039	0.95	SUNSET DR	4044 Thundercloud Ln	4017 Horseshoe Meadows Rd
4047	1	37351	7.07	HUNTER MOUNTAIN RD	4013 Saline Valley Road	Roads End
4048	1	653	0.12	DOMINY RD	4022 Indian Springs Drive	Roads End
4049	1	3972	0.75	ALABAMA DR	4019 Tuttle Creek Road	4050 McDonald Road
4050	2	1839	0.35	MCDONALD RD	4045 Shahar Av	4022 Indian Springs Road
4051	2	543	0.10	A ST	4404 Willow St	4018 Whitney Portal Rd
4052	5	1401	0.27	B ST	4403 Locust St	Roads End
4053	2	561	0.11	C ST	4409 Post Street	4403 Locust St
4054	1	296	0.06	D ST	4404 Willow St	4403 Locust St
4055	1	658	0.12	E ST	4411 Muir Street	4422 Hay Stree
4056	2	1268	0.24	F ST	4411 Muir Street	4407 Mountain View St
4057	1	271	0.05	MCELROY LN	4405 Bush Street	4404 Willow St
4058	1	635	0.12	TEYA RD	Hwy 395	4042 Zucco Road
4060	1	865	0.16	WHITNEY VISTA DR	4018 Whitney Portal Rd	4061 Mt Langley Lane
4061	4	2037	0.39	MT LANGLEY LN	4060 Whitney Vista Dr	4063 Valley View Dr
4062	1	1311	0.25	HUNTER RD	4022 Indian Springs Rd	Roads End
4063	1	916	0.17	VALLEY VIEW DR	4018 Whitney Portal Rd	4061 Mt Langley Ln
4201	1	150	0.03	LINCOLN ST	4206 Old State Highway	4205 Yerington Avenue
4202	2	292	0.06	FRANKLIN ST	4206 Old State Highway	4205 Yerington Avenue
4203	9	1365	0.26	MALONE ST	Hwy 136	4209 Maud Street
4204	9	1257	0.24	CERRO GORDO ST	4209 Maud Street	Hwy 136
4205	3	1463	0.28	YERINGTON AVE	4201 Lincoln St	4204 Cerro Gordo Street
4206	6	2920	0.55	OLD STATE HWY	4031 Olancha D	Hwy 136
4207	3	1270	0.24	RAILROAD AVE	4204 Cerro Gordo Street	4206 Old State Hwy
4208	2	1018	0.19	LAWS AVE	4204 Cerro Gordo Street	Roads End
4209	1	558	0.11	MAUD ST	4203 Malone Street	4204 Cerro Gordo Street
4401	1	360	0.07	BEGOLE ST	4419 Jackson Street	Hwy 395
4403	1	270	0.05	STATHAM WAY	4416 Washington St	4414 Brewery St
4403A	2	294	0.06	W LOCUST ST	Hwy 395	4416 Washington St
4403B	5	2091	0.40	E LOCUST ST	4424 Lakeview St	Hwy 395
4404	4	838	0.16	E WILLOW ST	Hwy 395	4421 Lone Pine Ave
4404A	3	445	0.08	W WILLOW ST	Hwy 395	4051 A Street
4405	5	2447	0.46	W BUSH ST	4428 Fairbanks Street	Hwy 395
4405A	4	499	0.09	E BUSH ST	Hwy 395	Roads End
4407	7	1733	0.33	E MOUNTAIN VIEW ST	4414 Brewery St	Hwy 395
4407A	3	571	0.11	W MOUNTAIN VIEW ST	Hwy 395	4414 Brewery St
4408	2	505	0.10	E WHITNEY PORTAL RD	4421 Lone Pine Ave	Hwy 395
4409	6	1912	0.36	E POST ST	4425 Line Stre	Hwy 395
4409A	3	572	0.11	W POST ST	Hwy 395	4414 Brewery S
4410A	1	399	0.08	E SOUTH ST	4424 S Lake View Rd	4425 Line St
4411	6	1666	0.32	MUIR ST	4055 Street E	4056 Street F,0.000
4412	1	404	0.08	SCHOOL ST	4424 Lake View Ave	4425 Line St
4413	2	1467	0.28	E INYO ST	Hwy 395	4425 Line St
4413A	1	168	0.03	W INYO ST	Hwy 395	Non County Road
4414	5	1051	0.20	S BREWERY ST	Roads End	4407 West Mountain View Street
4414A	3	839	0.16	N BREWERY ST	4407 West Mountain View Street	4403 Statham Way
4416	3	848	0.16	N WASHINGTON ST	4407 Mountain View St	4403 Statham Way
4416A	4	1124	0.21	S WASHINGTON ST	4407 Mountain View St	4430 Gene Autry Ln
4419	4	1043	0.20	N JACKSON ST	4401 Begole St	4407 Mountain View St
4419A	1	278	0.05	S JACKSON ST	4408 E Whitney Portal Rd	4407 W Mountain View St
4421	2	860	0.16	N LONE PINE AVE	4403 Statham Way	4407 Mountain View St
4421A	3	1265	0.24	S LONE PINE AVE	4407 Mountain View Street	4411 Muir Street
4422	1	858	0.16	N HAY ST	4403 Statham Way	4407 Mountain View Street
4422A	3	1271	0.24	S HAY ST	4407 Mountain View Street	4411 Muir Street
4423	2	1261	0.24	S MOUNT WHITNEY DR	4411 Muir Street	4407 Mountain View Street
4423A	2	1325	0.25	N MT WHITNEY DR	4407 Mountain View Street	Roads End
4424	6	1750	0.33	S LAKEVIEW ST.	4407 Mountain View Street	4413 Inyo Street
4424A	1	863	0.16	N LAKEVIEW ST.	4407 Mountain View Street	4403 Statham Way
4425	4	999	0.19	LINE ST	4413 Inyo Street	4409 Post Street
4426	1	1801	0.34	ROY ROGERS RD	4414 Brewery S	4018 Whitney P
4427	1	1361	0.26	E LUBKEN AVE	Hwy 395	Roads End

4428	1	525	0.10	FAIRBANKS ST	4405 Bush Street	4018 Whitney Portal Road
4429	3	566	0.11	TIM HOLT ST	4414 Brewery S	Hwy 395
4430	2	433	0.08	GENE AUTRY LN	Hwy 395	Roads End
5001	3	9489	1.80	CLAY RD	Nevada State Line	Roads End
5002	6	27319	5.17	STATE LINE RD	Hwy 127	Nevada State Line
5003	3	38588	7.31	PETRO RD	5005 Furnace Creek Road	Hwy 127
5005	20	193758	36.70	FURNACE CREEK WASH RD	Hwy 127	5050 Western Talc Road
5005A	11	65045	12.32	FURNACE CREEK RD	Hwy 127	5050 Western Talc Road
5006	7	13332	2.53	TECOPA HOT SPRINGS RD	5005 Furnace Creek Road	5007 Old Spanish Trail Highway
5007	32	159274	30.17	OLD SPANISH TRAIL HWY	Hwy 127	Nevada State Line
5008	1	10756	2.04	CHINA RANCH RD	5005 Furnace Creek Road	Roads End
5009	10	109864	20.81	MESQUITE VALLEY RD	5050 Western T	Nevada State Line
5010	2	32700	6.19	LOST SECTION RD	5005 Furnace Creek Road	Roads End
5011	12	28947	5.48	OLANCHA-DARWIN RD	Hwy 190	5074 Market St
5012	8	14772	2.80	TALC CITY RD	Hwy 190	Roads End
5013	8	30386	5.75	SALINE VALLEY RD	HWY 190	4013 Saline Valley Rd
5013A	1	25090	4.75	SALINE VALLEY ALT	HWY 190	5013 Saline Va
5014	12	21690	3.72	ZINC HILL RD	5015 Ophir Road	Road End
5014A			0.11	NORTH MAIN ST	5014 Zinc Hill	Market St
5014B			0.28	SOUTH MAIN ST	5074 Market St	End of Road
5015	4	41423	7.85	OPHIR RD	5075 Second Av	5016 Old Toll
5016	3	45732	8.66	OLD TOLL RD	5015 Ophir Road	Hwy 190
5017	20	126307	23.92	NADEAU RD	Hwy 190	5029 Trona-Wildrose Road
5018	6	73508	13.92	PANAMINT VALLEY RD	5029 Trona-Wildrose Road	Hwy 190
5019	3	19033	3.60	MINIETTA RD	5018 Panamint Valley Rd	5017 Nadeau Ro
5020	5	4594	0.87	W FALL RD	5022 Walker Creek Road	Roads End
5021	3	5674	1.07	SHOP ST	Hwy 395	Roads End
5022	6	22461	4.25	WALKER CREEK RD	Hwy 395	Roads End
5023	2	2093	0.40	SCHOOL RD	Hwy 395	Roads End
5024	2	53576	10.15	CACTUS FLATS RD	Hwy 395	Roads End
5025	5	28824	5.46	SAGE FLATS DR	Hwy 395	Roads End
5026	1	8280	1.57	ASH CREEK RD	HWY 395	Roads End
5027	3	13799	2.61	HAIWEE CANYON RD	Hwy 395	Roads End
5028	1	1227	0.23	GENTRY RD	5007 Old Spanish Trail Highway	5007 Old Spanish Trail Highway
5029	43	180214	34.13	TRONA WILDROSE RD	SBD County	8070 Non County
5030	1	2222	0.42	PADRE POINT RD	Hwy 190	Roads End
5031	2	2773	0.53	LITTLE LAKE RD	Hwy 395	Hwy 395
5032	1	25862	4.90	SLATE RANGE RD	5017 Nadeu Roa	5018 Panamint Valley Rd
5033	2	23559	4.46	SURPRISE CANYON RD	5035 Wingate Road	Roads End
5034	3	19228	3.64	BALLARAT RD	5029 Trona-Wildrose Road	5035 Wingate Road
5035	8	105937	20.06	WINGATE RD	San Bernardino County Line	5034 Ballarat Rd
5035A	5	62686	11.87	INDIAN RANCH RD	5034 Ballarat Road	5029 Trona-Wildrose Road
5036	3	48120	9.11	COYOTE CANYON RD	8093 Non County Road	5035 Wingate Road
5037	1	2159	0.41	VALLEY WELLS RD	5029 Trona-Wil	5044 Stockwell
5038	3	28918	5.48	GILLS STATION COSO RD	5039 Sykes Road	Roads End
5039	1	5681	1.08	SYKES RD	Hwy 395	Roads End
5040	5	51958	9.84	NINE MILE CANYON RD	Hwy 395	Tulare County Line
5041	5	3077	0.58	DOWNEY RD	5006 Tecop Hot Springs Road	8080 Non County Road
5043	2	4092	0.77	CINDER RD	Hwy 395	Roads End
5044	6	9778	1.85	STOCKWELL MINE RD	5037 Valley Wells Road	Roads End
5045	1	4207	0.80	TRONA AIRPORT RD	5029 Trona-Wildrose Road	Roads End
5046	1	984	0.19	ANDERSON WAY	5041 Downey Road	Roads End
5048	2	26213	4.96	HOMEWOOD CANYON RD	5029 Trona-Wildrose Road	Roads End
5049	1	5488	1.04	SMITH TALC RD	5009 MESQUITE	San Bernardino County
5050	1	5840	1.11	WESTERN TALC RD	5005 Furnace Creek Road	San Bernardino County
5051	2	73633	13.95	MESQUITE VALLEY RD	5050 Western T	Nevada State Line
5052	1	3207	0.61	OLD STATE HWY	Hwy 127	Hwy 127
5053	1	1077	0.20	W FULTON ST	5014 Zinc Hill Rd	5053A Fourth St
5053A	1	266	0.05	FOURTH ST	5053 Fulton St	Market St
5054	2	568	0.11	W REDDY ST	5014 Zinc Hill Rd	5023 Reddy Rd
5054A	1	293	0.27	NW SECOND AVE	5023 Reddy Rd	5011 Olancha Darwin Rd
5055	6	5357	1.01	TALC CITY CUTOFF	5012 Talc City	Hwy 190
5056	3	3343	0.63	QUARRY RD	5029 Trona-Wildrose Road	Roads End
5058	3	4748	0.90	NOONDAY ST	5006 Tecopa Hot Springs Road	5006 Tecopa Hot Springs Road
5059	1	1336	0.25	SUNDOWN ST	5058 Noonday S	5058 Noonday S
5060	5	3528	0.67	BOB WHITE WAY	5041 Downey Road	5005 Furnace Creek Road
5061	1	2438	0.46	CROW CANYON RD	5048 Homewood Canyon Road	Roads End
5062	3	2279	0.43	ELIAS RD	5006 Tecopa Hot Springs Road	Roads End
5069	3	2714	0.51	WILLIAMS RD	5020 Fall Road	Roads End
5070	1	2106	0.40	SUMMER RD	5020 Fall Road	Roads End
5071	1	560	0.11	SPRING CIR	5020 Fall Road	Roads End
5072	2	16023	3.03	STERLING RD	5040 Nine Mile	Kern County Line
5073	4	6669	1.26	PEARSON RD	Hwy 395	Hwy 395

5074	8	2195	0.37	E MARKET ST	5011 Olancha Darwin Rd	5075 SE Second Ave
5075	3	1025	0.19	SE SECOND AVE	5074 Market St	5015 Ophir Road
5076	1	2189	0.41	LAKEVIEW RD	5077 Enchanted Lakes Road	Roads End
5077	5	8065	1.53	ENCHANTED LAKES RD	Hwy 395	Roads End
5079			0.08	W WATER ST	End of NW Second St	Road Ends
5078	4	7949	1.51	LAKE VILLAGE RD	Hwy 395	Roads End
5201	4	964	0.18	WHITNEY ST	5206 Mojave St	Hwy 39
5202	2	574	0.11	LAKE ST	Hwy 395	Roads End
5203	1	248	0.05	OWENS ST	5204 Sierra St	5205 Cartago S
5204	2	1319	0.25	SIERRA ST	5201 Whitney St	5203 Owen St
5205	3	1276	0.24	CARTAGO ST	5203 Owens St	5201 Whitney St
5206	1	921	0.17	MOJAVE ST	5201 Whitney St	Road End
1095.74						
sum					Revised 06/11/2025	



# 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

June 24, 2025

Reference ID:  
2025-450

### Amendment to Price Paige & Company Contract for Audit Services Auditor-Controller ACTION REQUIRED

#### ITEM SUBMITTED BY

Amy Shepherd, Auditor/Controller

#### ITEM PRESENTED BY

Amy Shepherd, Auditor/Controller

#### RECOMMENDED ACTION:

Approve Amendment No. 1 to the contract between the County of Inyo and Price Paige & Company of Clovis CA, extending the term end date from June 30, 2025 to December 31, 2025, contingent upon the Board's approval of the Fiscal Year 2025-2026 Budget, and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

California Government Code sections 25250, 25253, and 27134 address the audit requirements for the County. Section 25250 states that the Board of Supervisors shall audit, or cause to be audited the financial records of the County. It also allows the Board to employ the services of an independent certified public accountant to perform an examination of financial statements in accordance with generally accepted auditing standards.

Price Paige & Company was selected as the successful bidder in July 2020 and has been contracted by the County to perform the required audit services mentioned above. The current request to amend the contract is to allow the completion of the final audit period under this contract for the fiscal year 2023-2024. The final fieldwork and completion of the fiscal year 2023-2024 will be completed during the period of July through September 2025.

#### FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010400
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure	Sole Source?	No

If Sole Source, provide justification below

#### Current Fiscal Year Impact

The amendment will have no additional cost for the current year.

The amendment extension will allow the final audit year to be paid from FY25-26 and will be included in the FY25-26 budget in the amount of \$76,669.

#### **Additional Information**

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

The Board could choose not to extend the contract for audit services. However, this is not recommended because it would delay the completion of FY 23-24 audit.

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

None.

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

Not Applicable

#### **APPROVALS:**

Amy Shepherd	Created/Initiated - 6/3/2025
Darcy Israel	Approved - 6/9/2025
Keri Oney	Approved - 6/9/2025
Amy Shepherd	Approved - 6/10/2025
John Vallejo	Approved - 6/10/2025
Nate Greenberg	Final Approval - 6/12/2025

#### **ATTACHMENTS:**

1. Price Paige & Co. Contract
2. Amendment 1

# *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 28<sup>th</sup> day of July 2020 an order was duly made and entered as follows:

*Auditor-  
Controller –  
Price Paige &  
Co. Contract*

Auditor-Controller Amy Shepherd requested permission to contract with a new auditing firm, noting that California law requires the Board to have the County's records audited each year and the Board has delegated that authority to her. She said her office has not issued a Request for Proposals in several years, and she decided now would be a good time to do so. She said three out of 9 firms responded, with each being interviewed and their proposals reviewed and scored. Shepherd said her number one consideration was not cost, but the best fit for Inyo County – which she said she believes she found with Price Paige and Co. in addition to a fresh set of eyes. She added that the proposed contract is slightly less than the current contract her office has with another firm. Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve and award the contract for audit services for the County of Inyo to Price Paige & Company of Clovis, CA in an amount not to exceed \$361,105.00 for a contract term of July 30, 2020 through June 30, 2025, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 28<sup>th</sup>  
Day of JULY, 2020



CLINT G. QUILTER  
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Clint G. Quilter", is written over the printed name.

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

<b>Routing</b>
CC Purchasing Personnel Auditor X CAO: Other: DATE: July 28, 2020



# County of Inyo



## Auditor/Controller

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** July 28, 2020

**FROM:** Christie Martindale

**SUBJECT:** Approval of Contract for Audit Services

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#### RECOMMENDED ACTION:

Request Board approve and award the contract for audit services for the County of Inyo to Price Paige & Company of Clovis, CA in an amount not to exceed \$361,105.00 for a contract term of July 30, 2020 through June 30, 2025, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### SUMMARY/JUSTIFICATION:

California Government Code Sections 25250, 25253, and 27134 address the audit requirements for the County. Section 25250 states that the Board of Supervisors shall audit, or cause to be audited, the financial records of the County. It also allows the Board to employ the services of an independent certified public accountant to perform an examination of financial statements in accordance with generally accepted auditing standards. Section 25253 requires the publication of the financial report, and section 27134 requires an audit of the Treasury. Additionally, audits are required for all Federal funds (OMB Circular 133).

Since the County has been with the same independent audit firm for a number of years, the Auditor-Controller felt it was time to send out a request for proposal or (RFP) and see if other qualified firm were interested in the engagement. The Auditor's Office sent out a detailed RFP on June 9th, 2020 to nine firms and received back three proposals by the deadline of June 30th, 2020, which included the following firms and their total contract bid price, Brown Armstrong CPA - \$320,000, Price Paige & Company - \$ 361,105, and CliftonLarsonAllen LLP - \$ 415,065.

After a detailed review of all of the proposals and a short interview with each firm, Price Paige & Company was selected as the successful candidate.

Prior to sending out the RFP the Auditor office established an evaluation sheet for the proposals that included several important categories, such as; Insurance requirements, cost, implementation, experience, references, and understanding of scope of service. While cost is an important factor in this engagement finding a firm that was qualified and could demonstrate their ability to deliver services to a county our size was more important. Price Paige & Company was able to demonstrate they are highly qualified, but also, a good fit for our county.

#### BACKGROUND/HISTORY OF BOARD ACTIONS:

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could reject the bids and go back out for bid however this option is not recommended since there was three qualified firms that submitted proposals timely.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved the proposed contract.

**FINANCING:**

The FY 2020-2021 Auditor-Controller Requested Budget includes sufficient budget for the County-wide audit, the Single Audit of Federal Funds, and the GANN Limit audit. The Treasurer-Tax Collector has also requested funds in her FY 2020-2021 budget to cover the Treasurer Oversight Committee audit, which is included in the Treasurer's fee and allocated to all Treasury Pool participants.

**ATTACHMENTS:**

1. Request for Proposals: Inyo County Audit Services 2019-2023
2. Price Paige & Company Proposal
3. 5 Year Contract-Price Paige and Co

**APPROVALS:**

Christie Martindale  
Darcy Ellis  
Marshall Rudolph  
Amy Shepherd

Created/Initiated - 7/20/2020  
Approved - 7/21/2020  
Approved - 7/21/2020  
Final Approval - 7/21/2020





**COUNTY OF INYO**

**Invites Proposals  
For  
Professional Audit Services**

Notice is hereby given that the County of Inyo invites proposals from qualified firms of certified public accountants to audit the County of Inyo's financial statements and schedule of expenditures of federal awards for the fiscal years ending June 30, 2020, 2021, 2022, 2023, and 2024.

Enclosed for consideration is a Request for Proposal (RFP). To be considered for this engagement, sealed proposals must be received at the Inyo County Auditor's Office by 4:00 p.m., June 30, 2020. Proposals must meet the qualifications and satisfy the requirements set forth in the RFP. Applicants must provide four copies of the proposal and required documentation in a sealed envelope with the proposal title marked clearly on the outside and addressed to:

Inyo County Auditor's Office  
RFP Audit Services  
P.O. Drawer R  
Independence CA 93526

NO ORAL, TELEGRAPHIC, ELECTRONIC, FACSIMILE OR TELEPHONIC PROPOSALS WILL BE CONSIDERED UNLESS SPECIFIED. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL BE RETURNED UNOPENED.

All questions and correspondence should be directed via email to [ashepherd@inyocounty.us](mailto:ashepherd@inyocounty.us), or by phone at 760-878-0252.

**PROPOSED TIME LINE**

Release of RFP:	June 9, 2020
Proposal submission deadline:	June 30, 2020
Consideration of contract award:	July 1, 2020
Service commencement:	July 30, 2020
Completion of contract:	June 30, 2025

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REQUEST FOR PROPOSAL  
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**I. INTRODUCTION**

**A. General Information**

The County of Inyo is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending June 30, 2020, 2021, 2022, 2023, and 2024. These audits are to be performed in accordance with:

- Generally accepted auditing standards
- The standards set forth for financial audits by the Governmental Accounting Standards Board and the American Institute of Certified Public Accounts
- Those standards in the Government Accountability Office's (GAO) Government Auditing Standards
- The provisions of the federal Single Audit Act of 1996 (with amendments)
- The audit requirements of Title 2 *United States Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance)
- The additional requirements set forth in this document

There is no expressed or implied obligation for the County of Inyo to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Questions regarding the services being requested or the contents of this RFP should be submitted to Amy Shepherd, Auditor-Controller. Questions may be submitted via email at [ashepherd@inyocounty.us](mailto:ashepherd@inyocounty.us), or by phone at 760-878-0252, at any time prior to June 30, 2020. Proposals will not be accepted by e-mail or facsimile.

To be considered, each proposer must submit four copies of their proposal (details of which are set forth in Section VI). All proposals must be received at the address below, no later than 4:00 p.m. on June 30, 2020.

INYO COUNTY AUDITOR'S OFFICE  
RFP AUDIT SERVICES  
P.O. Drawer R  
Independence CA 93526

**B. Term of Engagement**

A five-year contract is contemplated, subject to the annual review and recommendation of the Auditor's Office and the annual availability of an appropriation.

**C. Subcontracting**

If this is to be done, the name of the proposed subcontracting firm(s) must be clearly identified in the proposal. Following the award of the audit contract, no additional

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subcontracting will be allowed without the express prior written consent of the County of Inyo.

**II. NATURE OF SERVICES REQUIRED**

**A. General**

The County of Inyo is soliciting the services of qualified firms of Certified Public Accountants to audit its financial statements for the fiscal years ending June 30, 2020, 2021, 2022, 2023, and 2024. These audits are to be performed in accordance with the provisions contained in this request for proposals.

**B. Scope of Work to be Performed**

This RFP includes the following annual financial and compliance audits and services:

1. Financial audit of all funds of the County of Inyo.
2. Single audit of the County's expenditures of federal awards in accordance with the provisions of the Single Audit Act of 1996 (as amended) and the audit requirements of Title 2 *United States Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance).
3. Agreed-upon auditing procedures pertaining to the County's GANN Limit (Article XIII B annual review of appropriations limit calculations) and render a letter annually to the County regarding compliance.
4. Agreed-upon auditing procedures pertaining to the County's Treasury Oversight Committee compliance with Government Code Article 6, sections 27130-27137 and render a letter annually to the Oversight Committee regarding compliance.

**C. Auditing Standards to be Followed**

To meet the requirements of this request for proposal, the audits shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S Government Accountability Office's *Government Auditing Standards (2011 Revision)*, the provisions of the Single Audit Act of 1996 (with amendments) and the audit requirements of Title 2 *United States Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance).

**D. Working Paper Retention and Access to Working Papers**

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the County of Inyo of the need to extend the retention period. The auditor will be required to make working papers available upon request to the following parties or their designees:

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- County of Inyo
- Department of Health and Human Services
- U.S. Government Accountability Office (GAO)
- Parties designated by the federal or state governments or by the County of Inyo as part of an audit quality review process
- Auditors of entities of which the County of Inyo is a sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

**III. DESCRIPTION OF THE GOVERNMENT**

**A. Contact Information / Location**

The auditor's principal contact with the County of Inyo will be Amy Shepherd, Inyo County Auditor Controller, who will coordinate the assistance provided by the County of Inyo to the auditor. Amy Shepherd can be reached at (760) 878-0252, c/o County of Inyo Auditor's Office, PO Drawer R, Independence, CA 93526.

**B. Background Information**

The County of Inyo is a general law county and serves an area of approximately 10,140 square miles with a population of 18,546. The City of Bishop is the only incorporated jurisdiction. The County's fiscal year begins on July 1 and ends on June 30. Total payroll is \$55,160,395 (includes benefits) for fiscal year 2018-2019 covering approximately 400+ employees (FTE). Accounting and financial reporting functions are centralized.

The County of Inyo provides a wide variety of services to its citizens typical of counties in California. Principal County service functions include general government, protection of persons and property, health and sanitation, roads and bridges, social services and land use planning. Discretionary services include economic development and tourism.

**C. Fund Structure**

The County of Inyo uses fund accounting and account groups in its financial statement reporting. The County of Inyo maintains two different types of proprietary funds: Enterprise funds and Internal Service funds. The County of Inyo also maintains several Fiduciary funds.

**D. Budgetary Basis of Accounting**

Generally, the County of Inyo prepares its budgets on a basis consistent with generally accepted accounting principles, State of California budget law contained in the State of California Government Code and the State Controller's Budget Manual and Accounting Standards and Procedure Manual for California Counties.

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E. Schedule of Expenditures of Federal Awards

During the fiscal years to be audited, the County of Inyo will receive federal financial assistance. The schedule of federal financial assistance received for each fiscal year audited will be provided to the auditors during the course of the audit. Prior year single audit reports are available upon request.

County major programs audited during the past three years were as follows:

<b>Program</b>	<b>FY 6/30/2017</b>	<b>FY 6/30/2018</b>	<b>FY 6/30/2019</b>
10.561: Supplemental Nutrition Assistance Program	\$626,843	\$901,150	\$ 780,945
14.239: Home Investment Partnerships Program	\$780,000	\$780,000	\$780,000
20.106 Airport Improvement Program	\$962,081	\$1,944,273	\$441,855
20.205 & 20.527: Highway, Plan & Const./EO-ER	\$2,063,400	\$326,899	\$661,140
93.558: Temporary Assistance for Needy Families	\$731,005	\$903,854	\$908,025
93.959: Block Grants for Prevention and Treatment of Substance Abuse	\$356,954	\$571,176	\$341,056
<b>TOTALS</b>	<b>\$5,519,923</b>	<b>\$5,427,352</b>	<b>\$3,913,021</b>

F. Component Unit

Management of the County of Inyo has identified the following component units for inclusion in the County of Inyo's financial statements:

1. First Five Inyo

G. Magnitude of Auditor's Office Operations

The Auditor's Office is headed by Amy Shepherd, an elected official. Besides Ms. Shepherd, the department consists of 8 employees who perform the following functions:

<u>Function</u>	<u>No. of Employees</u>
Payroll	1.5
Fiscal Services including accounts payable	4
Property Tax	1.5
Fixed Assets	1

H. Computer System

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The County of Inyo utilizes OneSolution by Central Square. Modules include accounting and reporting, payroll, fixed assets, and cash receipting.

I. Availability of Prior Reports

Prior years' audit reports are available upon request.

**IV. TIME REQUIREMENTS**

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for proposal issued .....	June 9, 2020
Due date for proposals .....	June 30, 2020
Selected firm notified .....	July 30, 2020
Contract date .....	July 30, 2020

B. Date Audit May Commence

The County of Inyo will have records ready for audit and all management personnel available to meet with the firm's personnel after financial statements have been prepared (anticipated to be no earlier than mid-November). Interim work can begin upon execution of the contract.

C. Schedule for the Fiscal Year Audit

The schedule for the annual fiscal and compliance audits is anticipated to be as listed below. Staff in the Auditor's Office will prepare the County's financial statements, notes to the financial statements, the required supplementary schedules, the combining schedules, selected statistical schedules, the schedule of expenditures of federal awards and auditor requested schedules.

<b>Tasks</b>	<b>Date(s)</b>
Interim work	August 1 – November 30
Trial balances, fund financial statements, combining schedules and SEFA available	December 1
PBC Schedules and other requested information prepared	December 1
Notes to the financial statements, government-wide financial statements and required supplementary information prepared	December 1
Fieldwork	December 1 to



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Tasks	Date(s)
	January 31
Draft Reports	February 28
Final Reports issued	March 31

D. Entrance and Exit Conferences

During the entrance conference, the County and the proposed auditor will mutually agree on exact dates for each year's audit, deliverables and tasks. At a minimum, the proposed auditor should schedule the following conferences in advance:

- Entrance Conference to be held during interim work or if no interim work is scheduled then on the first day of fieldwork
- Exit Conference to be held on the last day of fieldwork

E. Date Final Report is Due

The County of Inyo will prepare the draft of all financial statements, notes, required supplementary schedules, selected statistical schedules, and the SEFA and transmit them to the proposed auditor prior to the scheduled annual fieldwork dates. The proposed auditor is expected to provide all recommendations, GASB 68 calculations, revisions and suggestions for improvements along with a draft of the auditor's report(s) by February 28th of each year. Final copies of the auditor's report(s) should be received by the County of Inyo no later than March 31st of each year. The County of Inyo will be responsible for publishing the final reports.

**V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION**

A. Auditor's Office Assistance

The Auditor's Office staff and responsible management personnel will be available during the audit to assist the proposed auditor by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the County of Inyo at PO Drawer R, Independence, CA 93526.

B. Information Technology (EDP) Assistance

Information Technology personnel will be available to provide systems documentation and information.

C. Statements and Schedules

Information for statements and schedules contained in the financial statements are prepared by staff in the Auditor's Office. County staff will prepare any schedules or provide

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any accounting system report requested by the proposed auditor. Generally, advance notice is preferred.

D. Work Area, Telephone, Photocopying and FAX Machines

The County of Inyo will provide the proposed auditor with reasonable work space, desks and chairs. The proposed auditor will also be provided with access to telephones, photocopying facilities and FAX machines.

E. Report Preparation

Report preparation, formatting, editing and printing except for the auditor reports, letters and recommendations will be the responsibility of the County of Inyo.

**VI. PROPOSAL REQUIREMENTS**

A. General Requirements

1. Inquiries

Proposers are to contact only the individual identified below (primary contact) on any matter related to this RFP.

Auditor's Office  
County of Inyo  
P.O. Drawer R  
Independence CA 93526  
(760) 878-0252  
(760) 878-0391 FAX  
Attn: Amy Shepherd, Auditor-Controller  
[ashepherd@inyocounty.us](mailto:ashepherd@inyocounty.us)

2. Submission of Proposals

All proposals must be received at the address below, no later than 4:00 p.m. on Friday, June 30, 2020. Facsimile or electronically transmitted proposals will not be accepted in lieu of actual receipt. Proposals received after the deadline will be marked "LATE" and will receive no further consideration. It is the responsibility of the proposer to make certain the proposed response is received on time.

Submitted four copies to:

INYO COUNTY AUDITOR'S OFFICE  
RFP Audit Services

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P.O. Drawer R  
Independence CA 93526

**B. Proposal Format**

**1. Title Page**

Title page showing the request for proposal's subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

**2. Table of Contents**

**3. Transmittal Letter**

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for a period of ninety days from date of submission.

**4. Independence**

The firm should provide an affirmative statement that it is independent of the County of Inyo as defined by generally accepted auditing standards and the U.S. Government Accountability Office's Government Auditing Standards.

The firm also should provide an affirmative statement that it is independent of all of the component units of the County of Inyo as defined by those same standards.

The firm should also list and describe the firm's (or proposed subcontractors') professional relationships involving the County of Inyo or any of its agencies, component units or oversight units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

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5. License to Practice in California

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in California.

6. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the number and nature of the professional staff to be employed in this engagement on a full-time basis, the number and nature of the staff to be so employed on a part-time basis, and the location of the office from which the work on this engagement is to be performed.

The firm is also required to submit a copy of the report on its most recent external quality control review. The report should include a statement indicating whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with regulatory bodies or professional organizations.

7. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in California. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the County of Inyo. However, in either case, the County of Inyo retains the right to approve or reject replacements.

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Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the County of Inyo, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

8. Similar Engagements With Other Governmental Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum 5) performed in the last five years that are similar to the engagement described in this request for proposal.

These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

9. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. In developing the work plan, reference should be made to such sources of information as County of Inyo's budget and related materials, organizational chart(s), manuals and programs, and financial and other information.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. Sample size and the extent to which statistical sampling is to be used in the engagement
- d. Type and extent of analytical procedures to be used in the engagement
- e. Approach to be taken to gain and document an understanding of the County of Inyo internal control structure
- f. Approach to be taken in determining laws and regulations that will be subject to audit test work
- g. Approach to be taken in drawing audit samples for purposes of tests of compliance

10. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the County of Inyo.

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**11. Proposed Costs**

Provide all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses. The County of Inyo will not be responsible for expenses incurred in preparing and submitting the proposal and such costs should not be included in the proposal.

Include a total all inclusive maximum price per year for the 2020, 2021, 2022, 2023 and 2024 fiscal year engagements presented in the format provided in the Appendix. Also include a similar schedule that discloses the proposed audit costs for each of the separate deliverables listed below.

- a. Financial audit of the County of Inyo
- b. Single audit of the County of Inyo
- c. Treasury Oversight Committee agreed upon procedures
- d. GANN agreed upon procedures

If it should become necessary for the County of Inyo to request that the auditor render any additional services to either supplement the services requested in the request for proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the County of Inyo and the proposed firm. Any such additional work agreed to between the County of Inyo and the proposed firm shall be performed at the same rates set forth in the schedule of fees and expenses in this section.

Progress payments will be made on the basis of hours of work completed during the course of the engagement and incurred in accordance with the firm's proposal. Interim invoicing shall cover a period of not less than a calendar month.

Before beginning any work or submitting a proposal, it is advised that proposers read the county insurance and indemnification requirements included in section VIII of this RFP and in the appendix. The selected proposer will be asked to provide evidence that County insurance requirements have been met.

**VII. EVALUATION PROCEDURES**

**A. Evaluation Process**

The County will use a standard review process to evaluate all proposals. The evaluation will be based upon the written proposal as submitted, but may include an oral interview with the proposer. The evaluation team will consist of representatives of the Auditor's Office, County Administrative Office, County Counsel and other such designees deemed appropriate.

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B. Evaluation Criteria

The evaluation team will use a point formula during the review process to score proposals. The County of Inyo reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

The evaluation criteria and their respective weights are as follows:

Evaluation Criteria		Weight
A.	<b>Mandatory Elements</b>  Mandatory elements include independence and licensed to practice in California, no conflict of interest, completeness of proposal and adherence to the instructions in the request for proposal, submission of the firm's most recent external quality control review report and the firm has a record of quality audit work.	Pass/Fail
B.	Certification of insurance and other requirements	10 Points
C.	<b>Cost</b>  An evaluation will be made of (a) reasonableness (i.e., does the proposed pricing accurately reflect the bidder's effort to meet requirements and objectives); (b) realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and (c) affordability (i.e., consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford).	15 Points
D.	<b>Implementation Plan and Schedule</b>  An evaluation will be made of the likelihood that the proposer's implementation plan and schedule will meet the County's schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which the proposer believes may adversely affect any portion of the County's schedule.	25 Points
E.	Relevant experience of the proposed audit team	25 Points
F.	References and experience with similar government engagements	15 Points
G.	Understanding of Scope of Services	25 Points

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C. Final Selection and Award

The County of Inyo will select a firm based upon the recommendations of the evaluation team who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.

The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any exhibits attached and to waive informalities and minor irregularities in responses received. The County reserves the right to award to a single or multiple contractors. The County Board of Supervisors' approval to award a contract is required. The final standard agreement terms and conditions will be negotiated with the selected bidder. A sample copy of the County's standard agreement is provided in the Appendix. The RFP specifications, terms, conditions and exhibits, RFP Addenda and bidder's proposal may be incorporated into and made a part of any contract that may be awarded as a result of the request for proposal.

It is anticipated that a firm will be selected by July 30, 2020. Following notification of the firm selected, it is expected a contract will be executed between both parties.

**VIII. GENERAL AGREEMENT TERMS**

A. General Conditions

1. Independent Contractor – In accepting a proposal, the County agrees to enter into an independent contractor agreement with the successful proponent for services. In the performance of the agreement, vendor, its agents and employees, shall act in an independent capacity and not as officers, employees or agents of the County of Inyo.
2. Vendor Primary Contact – the vendor will designate an individual to serve as the primary contact for the agreement. Vendor or designee must respond to County inquiries within two (2) business days. Vendor shall not change the primary contact without written acknowledgement to the County.
3. Change of Address – Vendor shall notify County in writing, of any change in mailing address within ten (10) business days of the change.
4. Subcontracting – Vendor agrees not to enter into any subcontracting agreements for work contemplated under the agreement without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as vendor. Vendor shall be fully responsible for the performance and payments of any subcontractor's contract.
5. Agreement Assignability – without the prior written consent of the County, the agreement is not assignable by vendor either in whole or in part.



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6. Agreement Amendments – Vendor agrees any alterations, modifications or waivers of the provisions of this agreement shall be made in writing by mutual agreement of the parties.
  7. Termination – The County for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice to this agreement. If such termination is effected, an equitable adjustment in the price provided for in this agreement shall be made. Such adjustment shall provide for payment to the vendor for services satisfactorily rendered and reasonable expenses incurred prior to the effective date of the termination. Upon receipt of termination notice, vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to County any and all completed work, and work in progress, including drafts, documents and other related reports.
  8. Licenses and Permits – Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, or County ordinances, rules or regulation. The vendor shall maintain these licenses and permits in effect for the duration of the agreement. Vendor will notify the County immediately of any loss or suspension of any such licenses and permits. Failure to maintain a required license may result in immediate termination of any agreement.
  9. Conflict of Interest – Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables his or her to influence any award of an agreement shall have any direct or indirect financial interest resulting from the award of the agreement.
  10. Payment – Vendor shall be paid for services under this agreement on a progress billing basis after submission of an itemized statement of all services and work performed. The County shall make payment to the Vendor within 30 days of its receipt of the itemized statement.
  11. Ownership of Documents – All documents, data and reports prepared by the vendor subject to an agreement with the County shall be considered property of the County upon payment for services. All such items shall be delivered to the County at the completion of work under any agreement.
  12. Records Retention – The vendor shall retain all documents, data, work papers and related audit materials for the period of five (5) years. All records shall be made available to the authorized staff of the Government Auditing Office (GAO) or other cognizant agency, in accordance with OMB-133.
- B. Indemnification and Insurance Requirements
1. Indemnification – The vendor agrees to hold harmless, defend at its own expense, and indemnify the County and its officials, officers, employees, agents or volunteers from and against any and all liability, claims, losses, actions, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of vendor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability,

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claims, losses, damages, or expenses arising from the County's sole negligence or willful acts.

2. Insurance Coverage – The vendor shall secure and maintain throughout the agreement the policies set forth in the exhibit "Insurance Requirements", which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by County as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by County. A lapse in any required insurance coverage during this agreement shall be a breach of this Agreement.
3. Waiver of Subrogation – The vendor shall require the carriers of the above-required coverages to waive all rights of subrogation against the County and its officers, employees, agents and volunteers, vendors and subcontractors.
4. Policies, Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Proof of Coverage – The vendor shall immediately furnish certificates of insurance to the County evidencing the insurance coverage, including endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the department. Vendor shall maintain such insurance from the time vendor commences performance of services hereunder until the completion of services.
1. Insurance Review – The above insurance requirements are subject to periodic review by the County. The County's risk manager is authorized, but not required, in consultation with County Counsel, to reduce or waive any of the above insurance requirements whenever it is determined that any of the above referenced insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County.



**PRICE PAIGE & COMPANY**  
*Accountancy Corporation*

The Place to Be

June 23, 2020

Ms. Amy Shepherd  
Auditor-Controller  
County of Inyo  
168 N. Edwards Street  
Independence, CA 93526

Dear Ms. Shepherd:

Enclosed are 4 bound copies of the proposal for professional audit services for the County of Inyo for the fiscal years ended June, 30, 2020 through 2024.

Please do not hesitate to contact us with any questions or if we can assist you with anything else.

Thank you,

Beth Haworth  
Audit Administrative Assistant

570 N. Magnolia Avenue, Suite 100  
Clovis, CA 93611

tel 559.299.9540  
fax 559.299.2344

[www.ppcpas.com](http://www.ppcpas.com)



**PRICE PAIGE & COMPANY**  
*Accountancy Corporation*

**PROPOSAL FOR PROFESSIONAL AUDIT SERVICES**

**FOR**

**COUNTY OF INYO**

**FOR THE FISCAL YEARS**

**JUNE 30, 2020, 2021, 2022, 2023 AND 2024**

Submitted  
June 23, 2020

By

**Fausto Hinojosa, CPA, CFE**  
**Price Paige & Company**  
**Accountancy Corporation**

570 N. Magnolia Avenue  
Suite 100  
Clovis, California 93611  
Phone: 559-299-9540  
Fax: 559-299-2344  
Email: [fausto@ppcpas.com](mailto:fausto@ppcpas.com)  
Website: [www.ppcpas.com](http://www.ppcpas.com)  
License No: 66479  
Federal ID No: 77-0203007

**COUNTY OF INYO**  
**PROPOSAL FOR PROFESSIONAL AUDIT SERVICES**  
**FOR THE FISCAL YEARS JUNE 30, 2020, 2021, 2022, 2023 AND 2024**

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**PRICE PAIGE & COMPANY**  
Accountancy Corporation

The Place to Be

June 23, 2020

Ms. Amy Shepherd  
Auditor-Controller  
County of Inyo  
168 N. Edwards Street  
Independence, CA 93526

Dear Ms. Shepherd:

It is our pleasure to present our proposal to provide professional auditing services to the County of Inyo (the "County") for the fiscal years ending June 30, 2020, 2021, 2022, 2023 and 2024. When presented with viable alternatives, it's not always easy for entities such as the County to identify the accounting firm that can best meet their overall audit and accounting needs. Over the past twenty-five years, we have developed significant expertise in governmental audit and accounting. Our knowledge of the governmental environment, and more specifically, county operations, allows us to develop more robust audit plans, which enhances the quality of our audits.

Our audit professionals are highly qualified and have extensive experience and expertise in governmental auditing and accounting. The firm has been a member of the AICPA Government Audit Quality Center for several years and all of our auditors take a minimum of 80 hours of continuing professional education every two years specifically related to the auditing and accounting services we provide. This commitment to learning yields a direct benefit to the clients we work with. Additionally, our firm has a well-earned reputation for ensuring the audit not only gets done right but, just as importantly, on time. We are committed to communicating effectively to ensure that your questions are addressed comprehensively. As demonstrated by our resumes and considerable involvement by the audit partner and managers, we know that our firm has the resources, knowledge and expertise to meet and service the needs of the County. We can assure you that we fully understand the work to be performed and we wish to emphasize our commitment to meeting or exceeding all of your expectations. We are committed to providing these services in accordance with the County's required timelines. Additional information about our firm's audit department and services we offer may be found on our website at [www.ppcpas.com](http://www.ppcpas.com).

This proposal is a firm and irrevocable offer for a period of 90 days from the date of submission.

I trust that this proposal will adequately summarize our approach to client service and identify those attributes which set our firm apart from others. We appreciate the opportunity to submit this proposal to serve you and would be pleased to furnish any additional information regarding our firm or answer any other specific questions or concerns you may have. I am an audit principal for our firm and I am authorized to make representations for the firm with regard to this proposal. I may be reached at (559) 299-9540 or via email at [fausto@ppcpas.com](mailto:fausto@ppcpas.com).

Sincerely,

Fausto Hinojosa, CPA, CFE  
Audit Principal  
Price Paige & Company

570 N. Magnolia Avenue, Suite 100  
Clovis, CA 93611

tel 559.299.9540  
fax 559.299.2344

## FIRM HISTORY AND QUALIFICATIONS

Established in 1976 and located in Clovis, California, Price Paige & Company consists of four owners (principals), Fausto Hinojosa, Mitchell Buckley, Henry Oum and Robert F. Price, each of whom is a Certified Public Accountant. The principals of the firm have over 90 years of combined experience in public accounting. Our firm is comprised of thirteen CPAs and sixteen CPA candidates, as well as full and part-time accounting, bookkeeping and clerical staff. Over 50% of Price Paige & Company's practice is in auditing and attest services, primarily in the not-for-profit and governmental sectors. In addition, we provide services to many businesses in accounting, tax, and management consultation in all areas.

Price Paige & Company is recognized in the community and by our peers as experts in the areas of not-for-profit and governmental audit and accounting. Our proven commitment to excellence allows us to work with you in the most time and cost-effective manner possible. Our auditors are not seasonal; what we mean by this is that they are not "tax accountants" who perform audits in the "off-season". They focus exclusively on providing audit services and they receive over 80 hours of continuing education every two years, specifically related to improving their audit skills. The experience of our team allows us to conduct very efficient and effective audits.

We currently provide audit or review services to more than 35 not-for-profit organizations and 40 governmental agencies annually, many of which are federal single audits. The breadth and scope of single audits we have conducted is significant and we have experience auditing organizations with an excess of \$100 million dollars of federal funding.

We will assign a team of personnel from our firm to your account in order to provide the range of services you have requested. This team is kept abreast of any significant developments that arise through our normal association with you. The most important aspect of this approach is to provide continuity to the engagement. We understand that the audit process requires two-way communication and we accept our responsibility to listen and to deliver timely and effective solutions to the audit and accounting problems we encounter.

### Mandatory Qualifications

The associates of Price Paige & Company are licensed Certified Public Accountants, certified by the California State Board of Accountancy (License # COR 3442). All team members assigned to the audit comply with the 80-hour continuing education requirements promulgated by *Government Auditing Standards*.

### Independence

Our firm is independent with respect to the County of Inyo as defined by auditing standards generally accepted in the U.S. Government Accountability Office's *Government Auditing Standards*.

### Conflict of Interest

Our firm's established policy is that we do not submit proposals for audit services if there is a known conflict of interest with the potential client. There are no current or potential conflicts of interest with anyone (employees, management, officers or directors) within the County of Inyo.

### External Peer Review

Our record of successful Peer Reviews and our Engagement Quality Control Review program serve as evidence of our commitment to meeting the standards of care and performance applicable to our audit practice and demonstrate the extra measures we take to ensure continued successful compliance with our client's expectations about our quality and competence.

Our peer review included a review of specific not-for-profit and governmental audit engagements. For your consideration, a copy of our most recent Peer Review Report is presented on page 19 of this proposal.

# VALUE-ADDED SERVICES AND SUPPORT

## Value Added Services and Support

The role of auditors has evolved over time in response to client's needs. Our firm has made it a practice to be proactive with clients by providing value-added services, all of which are included as part of our audit engagement. Below are some of the value added benefits that we provide to our clients at no additional charge.

### **Consultation on Accounting Matters**

We provide our clients with guidance on technical accounting matters. We encourage our clients to communicate with us regarding any technical accounting matter as it allows us to be proactive in the audit process. If the technical accounting questions are outside the scope of the audit or require significant research, we would communicate with management regarding the appropriate cost for their approval before proceeding with any additional services.

### **Client Training**

We believe it is important to give our clients access to a full range of information to help them stay aware of current accounting developments and financial reporting issues. As part of our client service program, we will periodically hold client training seminars and summary courses geared towards providing our clients an understanding of relevant issues. Training sessions that have been offered included understanding and mitigating the risk of fraud and reading and understanding governmental financial statements.

## Approach to Communication and Expectations of Our Clients

In order to meet and exceed your expectations, we are diligent about maintaining open communication throughout the entire engagement. In our experience, this results in a more effective engagement. Our approach depends on the timely response and assistance of the County. This cooperation will further ensure our work is completed in an efficient and cost-effective manner.

## Other Services Offered by Our Firm

In addition to financial statement audits we also offer the following services to the government sector: Internal Control Review, Forensic Accounting, Fraud Investigation, Agreed-Upon Procedures, Financial Statement Review, Financial Statement Compilation and preparation of State Controller's Reports.



## AUDITOR RESUMES

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### **FAUSTO HINOJOSA**

Certified Public Accountant  
Certified Fraud Examiner  
California License # 66475

#### **Present Position**

Audit Principal

#### **Education and Experience**

Fausto is the partner in charge of all audit and forensic consulting engagements for Price Paige & Company. His practice is focused on governmental and not-for-profit audit and accounting, fraud investigation and consulting, and litigation support services. Fausto serves as the Managing Partner for the Firm and is responsible for providing strategic leadership. He has worked professionally in the accounting field since graduating from California State University, Fresno in 1990. He became a Certified Public Accountant in 1994 and a shareholder with Price Paige & Company in 1997. He is a Certified Fraud Examiner and has investigated numerous allegations of fraud and has been designated a fraud expert in various legal proceedings.

After more than thirty years in the profession, Fausto has developed significant expertise specifically in the areas of audit risk assessment, governmental and not-for-profit auditing, fraud detection and prevention, federal/state grant compliance, and internal controls.

Fausto is the former Chair of the local Government Accounting and Auditing Committee for the California Society of CPAs and currently serves on the state committee. In addition, Fausto is a **reviewer for the Government Finance Officers Association "Certificate of Achievement for Excellence in Financial Reporting" program**. As the former Chair for the State Board of Accountancy Qualifications Committee, Fausto conducted audit workpaper reviews of CPA candidates in order to make licensure recommendations to the Committee.

Fausto is a former Adjunct Professor at Fresno Pacific University where he taught an upper division auditing course. He is a frequent lecturer to the California Society of CPAs and other professional organizations, business and civic groups on governmental and not-for-profit accounting and auditing, preventative fraud measures, and the unique audit requirements for federal award programs under the Single Audit Act.

#### **Professional Organizations and Community Involvement**

State Board of Accountancy Qualifications Committee – Past Chair  
Fresno Chapter of California Society of CPAs – Past President  
Association of Certified Fraud Examiners – Member  
American Institute of Certified Public Accountants – Member  
Government Accounting and Auditing Committee of the Fresno Chapter – Past Chair  
State Government Accounting and Auditing Committee of the California Society of CPAs – Member  
Government Finance Officers Association – CAFR Reviewer

**JOSHUA GIOSA**

*Certified Public Accountant  
California License # 119201*

**Present Position**

Quality Control Manager

**Education and Experience**

Joshua began his accounting career at Price Paige & Company in January 2007 after graduating from California State University, Fresno. In June 2005, he received a Bachelor of Science in Business Administration with an option in Accountancy and became a Certified Public Accountant in 2013.

Joshua serves as the audit supervisor for most of the firm's municipalities and has performed and overseen substantial grant compliance work on both federal and state programs. Although his government auditing background dates back to 2007, since 2011 he has worked almost exclusively planning, performing, reviewing and compiling financial statements for municipalities. He has conducted several single audits and has prepared numerous municipality State Controller reports. Joshua has extensive knowledge in the implementation of GASB 68. He recently conducted a GASB 68 training course for firm personnel and has also trained and assisted numerous finance directors on GASB 68 implementation and financial statement presentation. His background also includes significant experience auditing not-for-profit entities and 401(k) pension plans. Joshua has expertise in the use of IDEA data analysis software and has used this software to conduct fraud detection procedures as a part of the many municipal audits he supervises.

**Community and Affiliations**

Joshua is a member of the American Institute of Certified Public Accountants, the California Society of CPAs and the Government Finance Officers Association. He is currently serving on the Board of Directors as the Treasurer for North Fresno Rotary Endowment and Bullard Youth Softball League. He was formerly on the Board of Directors as the Treasurer for Big Brothers Big Sisters of Central California, and Fresno's Rotary Storyland/Playland. Joshua is also an honorary member of the North Fresno Rotary Club.

**Continuing Education**

Joshua is in compliance with the continuing education requirements of the AICPA and Government Auditing Standards. Recently attended courses include: *Avoiding Problems in Conducting Single Audits; Financial Statement, Tax and Government Fraud; Interpreting the Yellow Book; Intermediate Governmental Accounting; The GASB's Pension Standards Parts II: Considerations for Agent Plans and Participating Employers; Putting to Rest Governmental "Urban Legends"; and The Continued Complexities of Auditing Governmental Pension Plans and Participating Employees.*

## REFERENCES

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After evaluating our relevant experience, we are certain you will agree that Price Paige and Company is qualified to serve you. We have been successfully performing audit engagements since 1976. Since then, we have continued to build on our reputation as a well-respected firm throughout the State of California, with the qualifications and experience necessary to provide unequalled performance. Following is a list of some of our audit clients and our primary contact for each:

**Reference Name:** County of Mono  
**Contact:** Janet Dutcher, Director of Finance  
**Address:** P.O. Box 556, Bridgeport, CA 93517  
**Phone:** (760) 932-5494  
**Email:** [jdutcher@mono.ca.gov](mailto:jdutcher@mono.ca.gov)  
**Service Provided:** CAFR (Single Audit/Uniform Guidance)  
**Dates:** June 30, 2018 through present  
**Total Staff Hours:** 675  
**Engagement Partner:** Fausto Hinojosa

**Reference Name:** County of Lassen  
**Contact:** Julie Morgan, Auditor (Formerly Diane Wemple, Retired)  
**Address:** 221 South Roop Street, Suite 1, Susanville, CA 96130  
**Phone:** (530) 251-8233  
**Email:** [jmorgan@co.lassen.ca.us](mailto:jmorgan@co.lassen.ca.us)  
**Service Provided:** Financial Statement Audit (Single Audit/Uniform Guidance)  
**Dates:** June 30, 2013 through present  
**Total Staff Hours:** 650  
**Engagement Partner:** Fausto Hinojosa

**Reference Name:** County of Alpine  
**Contact:** Craig Goodman, Interim Director of Finance  
**Address:** 99 Water Street, Markleeville, CA 96120  
**Phone:** (530) 694-2284  
**Email:** [cgoodman@goodmancpa.net](mailto:cgoodman@goodmancpa.net)  
**Service Provided:** Financial Statement Audit (Single Audit/Uniform Guidance)  
**Dates:** June 30, 2012 through present  
**Total Staff Hours:** 625  
**Engagement Partner:** Fausto Hinojosa

**Reference Name:** City of Los Banos  
**Contact:** Sonya Williams, Finance Director  
**Address:** 520 J Street, Los Banos, CA 93635  
**Phone:** (209) 827-7000  
**Email:** [sonya.williams@losbanos.org](mailto:sonya.williams@losbanos.org)  
**Service Provided:** CAFR Audit (Single Audit/Uniform Guidance)  
**Dates:** June 30, 2014 through present  
**Total Staff Hours:** 425  
**Engagement Partner:** Fausto Hinojosa

**Reference Name:** City of Kingsburg  
**Contact:** Alma Colado, Finance Director  
**Address:** 1401 Draper Street, Kingsburg, CA 93611  
**Phone:** (559) 897-5821  
**Email:** [acolado@cityofkingsburg-ca.gov](mailto:acolado@cityofkingsburg-ca.gov)  
**Service Provided:** CAFR Audit (Single Audit/Uniform Guidance)  
**Dates:** June 30, 2012 through present  
**Total Staff Hours:** 375  
**Engagement Partner:** Fausto Hinojosa

# AUDIT APPROACH

We are confident that we will provide high quality services based on our experience in dealing with entities of similar size and scope to yours, our client satisfaction ratings and significant uniform guidance experience, and our audit software packages.

## Audit Procedures and Phases of the Engagement

Price Paige & Company provides value to our clients by creating a custom audit approach that is based on a client's specific needs, risks and opportunities. Our audit approach under generally accepted audit standards is depicted in the graphic to the right.

Our professional responsibility is to obtain sufficient audit evidence before an opinion is rendered on any financial statements. To achieve this, we will conduct our work in the following phases:

- Audit planning and risk assessment
- Year-end fieldwork
- Reporting
- Closing conferences and formal presentation

Details for each of these phases are listed on the following pages.

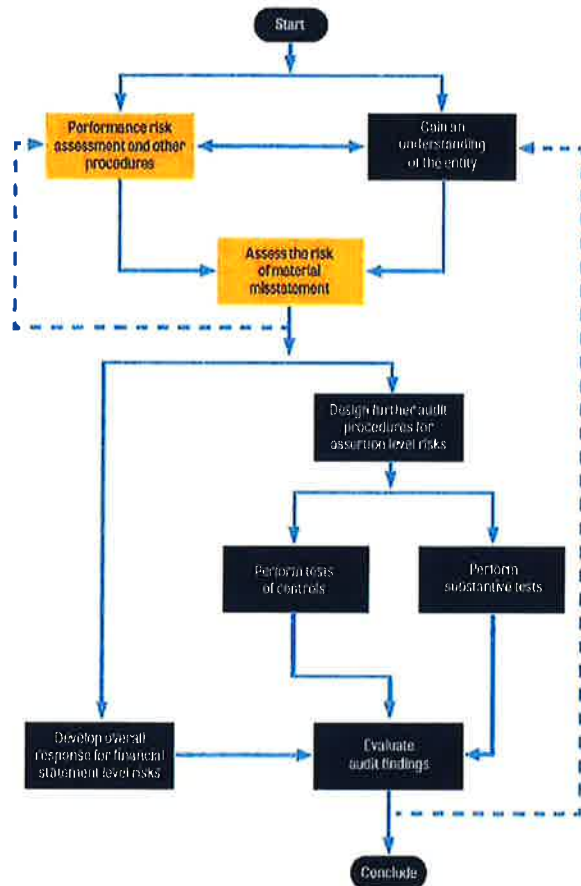
## Audit Planning and Risk Assessment (July - September)

No other phase of the process affects the success of an engagement more than the time spent in planning the general scope and direction of the audit, including assessing the risks of financial statement misstatements. We will schedule audit planning and interim fieldwork to be done prior to final fieldwork with your personnel.

We will hold a planning session with the key members of our engagement team and your personnel.

During our planning session with management, we will also address Statement on Auditing Standards (SAS) No. 99, "Consideration of Fraud in a Financial Statement Audit." This auditing standard requires that we conduct certain meetings and interviews and perform and document certain procedures for identifying and responding to fraud risks.

Based on our inquiry and understanding of the County operations and our experience with other related entities, we will gain an understanding of internal controls to assist in the planning and conducting of the audit. We will do this for every significant audit area by meeting and inquiring with key personnel, observation, examining or inspecting evidence/samples, and/or re-performance of the control.



# Draft Financial Statements

## **Audit Focus**

Based on our audit experience with similar entities, the primary areas of audit focus in a typical year include:

- ♦ Cash and investments
- ♦ Governmental fund receivables/revenues
- ♦ Capital assets
- ♦ Accounts payable and expenditures
- ♦ Long-term debt and other liabilities
- ♦ Pension and OPEB liabilities
- ♦ Pension deferrals
- ♦ Enterprise receivables/revenues
- ♦ Landfill Closure/Post-Closure
- ♦ Compliance auditing of major Federal programs
- ♦ Implementation of pronouncements of the Governmental Accounting Standards Board (GASB)

## **Closing Conference and Formal Presentation**

We believe regular communication with management will be a critical part of the success of our audit engagement. Therefore, we will provide regular updates to management regarding the progress of the audit during meetings with key personnel.

Additionally, the engagement partner will meet with management to review any potential adjusting journal entries, drafts of the management and communication with those charged with governance (SAS 114) letters, and a draft of the financial statements.

We will complete our work in sufficient time to meet the applicable deadlines each year. At the County's option we will make a formal presentation of the audit results and be available to respond to their questions.

## PROPOSED FEES

All of the requested fee information is based upon our current understanding of the work to be performed and we have given you "not-to-exceed" fees for these services.

Services to be Performed	Total Hours	Total \$ FY 2020	Total \$ FY 2021	Total \$ FY 2022	Total \$ FY 2023	Total \$ FY 2024
County Financial Statements	358	\$ 48,600	\$ 48,600	\$ 50,544	\$ 50,544	\$ 52,586
County Single Audit	82	11,500	11,500	11,960	11,960	12,438
Treasury Oversight Committee	34	4,500	4,500	4,680	4,680	4,867
GANN Appropriations Limit	3	550	550	572	572	595
GASB 68 Pension Consulting	13	1,810	1,810	1,882	1,882	1,958
Total Services to be Performed	490	66,960	66,960	69,638	69,638	72,424
Out-of-Pocket Expenses		3,000	3,000	3,120	3,120	3,245
Total All-Inclusive Maximum Fee		\$ 69,960	\$ 69,960	\$ 72,758	\$ 72,758	\$ 75,669

	Standard Rate	Quoted Rate	Total Hours	Total \$ FY 2020	Total \$ FY 2021	Total \$ FY 2022	Total \$ FY 2023	Total \$ FY 2024
<b>County Financial Statement Audit</b>								
Partner	300	250	28	\$ 7,000	\$ 7,000	\$ 7,280	\$ 7,280	\$ 7,571
Manager	200	180	55	9,900	9,900	10,296	10,296	10,708
Senior	165	150	84	12,600	12,600	13,104	13,104	13,628
Staff	120	100	191	19,100	19,100	19,864	19,864	20,859
Total County Financial Statement Audit			358	48,600	48,600	50,544	50,544	52,566
<b>County Single Audit</b>								
Partner	300	250	10	2,500	2,500	2,600	2,600	2,704
Manager	200	180	10	1,800	1,800	1,872	1,872	1,947
Senior	165	150	20	3,000	3,000	3,120	3,120	3,245
Staff	120	100	42	4,200	4,200	4,368	4,368	4,543
Total Federal Single Audit			82	11,500	11,500	11,960	11,960	12,438
<b>Treasury Oversight Committee</b>								
Partner	300	250	2	500	500	520	520	541
Manager	200	180	5	900	900	936	936	973
Senior	165	150	8	1,200	1,200	1,248	1,248	1,298
Staff	120	100	19	1,900	1,900	1,976	1,976	2,055
Total Treasury Oversight Committee			34	4,500	4,500	4,680	4,680	4,867
<b>GANN Appropriations Limit</b>								
Partner	300	250	1	250	250	260	260	270
Manager	200	180	-	-	-	-	-	-
Senior	165	150	2	300	300	312	312	324
Staff	120	100	-	-	-	-	-	-
Total GANN Appropriations Limit			3	550	550	572	572	595
<b>GASB 68 Pension Calculation</b>								
Partner	300	250	1	250	250	260	260	270
Manager	200	180	2	360	360	374	374	389
Senior	165	150	4	600	600	624	624	649
Staff	120	100	6	600	600	624	624	649
Total GASB 68 Pension Calculation			13	1,810	1,810	1,882	1,882	1,958
Total Services to be Performed			490	\$ 66,960	\$ 66,960	\$ 69,638	\$ 69,638	\$ 72,424

This proposal is based on the current audit scope, and is made with the assumption that the County's books and records will be in a reasonably balanced condition and reconciled at the start of the audit and that the representations made to us during this proposal process will remain effective throughout our engagement. Our fees are based on the assumption that the single audit will include no more than three major programs, in accordance with the Uniform Guidance.

If there are more than three major programs, the fee is \$4,000 per additional program. In the event disclosures related to the scope of the engagement indicate extraordinary circumstances, which warrant more intensive and detailed services, we will provide all pertinent facts relative to the extraordinary circumstances, together with our fee basis for such additional services. This will be set forth in an addendum to the contract between the County of Inyo and our firm.

# PEER REVIEW REPORT



2511 Garden Road  
Suite A180  
Monterey, CA 93940  
831-373-3337  
Fax 831-373-3437

379 West Market Street  
Salinas, CA 93901  
831-424-2737  
Fax 831-424-7936

3478 Buskirk Avenue  
Suite A1000  
Pleasant Hill, CA 94523  
831-373-3337  
Fax 831-373-3437

## Report on the Firm's System of Quality Control

September 11, 2018

To the Partners of Price, Paige and Company A C  
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Price, Paige and Company A C (the Firm) in effect for the year ended April 30, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; and audits of employee benefit plans.

---

Daniel M. McGilloway, Jr., CPA, CVA | Gerald C. Ray, CPA | Patricia M. Kaufman, CPA, CGMA | Larry W. Rollins, CPA | Jesus Montemayor, CPA

Sarita C. Shananon, CPA | Whitney Ernest, CPA | Devyn MacBelt, CPA | Smith Streathe, CPA | Deanna Thomas, CPA



## AGREEMENT BETWEEN COUNTY OF INYO

AND Price Paige and Company  
FOR THE PROVISION OF Auditing and Accounting Services SERVICES

### INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Auditing and Accounting services of Price Paige and Company of Clovis, 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 Amy Shepherd, whose title is: Auditor-Controller. 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 30, 2020 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 Three hundred sixty one thousand, one hundred and five Dollars



(~~\$ 361,105.00~~) (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	
Office of the Auditor-Controller	Department
PO Drawer R	Address
Independence, CA 93526	City and State
Contractor:	
Price Paige & Company	Name
570 N. Magnolia Avenue, Suite 100	Address
Clovis, CA 93611	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** Price Paige & Company  
**FOR THE PROVISION OF** Auditing and Accounting Service **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 30th DAY OF July, 2020.

**COUNTY OF INYO**

By: [Signature]  
Signature  
Matt Kingsley  
Print or Type Name

Dated: 07/30/20

**CONTRACTOR**

By: [Signature]  
Signature  
Fausto Hinojosa  
Print or Type Name

Dated: 7/21/2020

**APPROVED AS TO FORM AND LEGALITY:**

[Signature]  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

[Signature]  
County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

[Signature]  
Personnel Services

**APPROVED AS TO INSURANCE REQUIREMENTS:**

[Signature]  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Price Paige & Company  
**FOR THE PROVISION OF** Auditing and Accounting **SERVICES**

**TERM:**  
**FROM:** July 30, 2020 **TO:** June 30, 2025

**SCOPE OF WORK:**

Services to be performed:

Prepare Financial Statements

County Single Audit-up to five programs

Treasury Oversight Committee

GANN Appropriations Limit

GASB 68 Pension Consulting

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Price Paige & Company  
**FOR THE PROVISION OF** Auditing and Accounting Service **SERVICES**

**TERM:**

**FROM:** July 30, 2020 **TO:** June 30, 2025

**SCHEDULE OF FEES:**

	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24
County Financial Statements	\$50,600	\$50,600	\$52,544	\$52,544	\$54,566
County Single Audit	\$11,500	\$11,500	\$11,960	\$11,960	\$12,438
Treasury Oversight	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
GANN Appropriations Limit	\$550	\$550	\$572	\$572	\$572
GASB 68 Consultation	\$1,810	\$1,810	\$1,882	\$1,882	\$1,958
Out-Of Pocket Expenses	\$3,000	\$3,000	\$3,120	\$3,120	\$3,245
<b>TOTAL</b>	<b>\$69,960</b>	<b>\$69,960</b>	<b>\$72,758</b>	<b>\$72,758</b>	<b>\$76,669</b>



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Price Paige & Compnay  
**FOR THE PROVISION OF** Audit and Accounting Services **SERVICES**

**TERM:**

**FROM:** July 30, 2020 **TO:** June 30, 2025

**SEE ATTACHED INSURANCE PROVISIONS**



**PRICE PAIGE & COMPANY**  
*Accountancy Corporation*

The Place to Be

September 15, 2020

Amy Shepherd, Auditor-Controller  
Matt Kingsley, Board Chair  
County of Inyo  
168 N. Edwards Street  
Independence, California 93526

We are pleased to confirm our understanding of the services we are to provide the County of Inyo, California (the "County") for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the County as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Changes in Net Pension Liability and Related Ratios
- 3) Schedule of County's Contribution
- 4) Schedule of Proportionate Share of Net Pension Liability (Asset) and Related Ratios as of the Measurement Date
- 5) Schedule of Changes in Net OPEB Liability and Related Ratios – Retiree Healthcare Plan
- 6) Schedule of Contributions – Retiree Healthcare Plan (OPEB)
- 7) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal awards.
- 2) Combining and Individual Fund Statements

570 N. Magnolia Avenue, Suite 100  
Clovis, CA 93611

tel 559.299.9540  
fax 559.299.2344

[www.ppcpas.com](http://www.ppcpas.com)

## Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Supervisors of the County of Inyo, California. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

## Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial

statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. We will also prepare the Annual Report of Financial Transactions and GASB 68 pension calculations for the County. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all

related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with all nonaudit services we provide. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Electronic Data Communication and Storage and Use of Third Party Service Provider**

In the interest of facilitating our services to the County, we may communicate by facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the County may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as providers of tax

return preparation and document management software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Price Paige & Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Price Paige & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date.

Fausto Hinojosa, CPA, CFE is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for the 2020 audit for the County of Inyo are not expected to exceed \$70,910 and are detailed as follows:

County Financial Statement Audit	\$50,600
County Single Audit	11,500
GASB 68 Pension Consulting	1,810
SCO Report	4,000
Out-of-Pocket Expenses	3,000

If more than five major federal programs are required to be audited, then an additional audit fee of \$4,000 per additional program will be applied. These fees will be discussed with the Auditor-Controller for approval prior to commencing the work. Our fee estimates are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you before we incur the additional costs. Our fees for these services will be billed at the hourly billing rates for the individual involved, plus out-of-pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. We will issue a monthly billing statement for the work completed in that month. Payments for services are due when rendered and interim billings may be submitted as work progresses and expenses are incurred.

If any dispute pertaining to our work product arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

All work will be suspended if your account becomes 90 days past due. No work will be resumed until your account is fully paid. You acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services. Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please obtain the signatures and return a copy to us via email or regular mail at your earliest convenience.

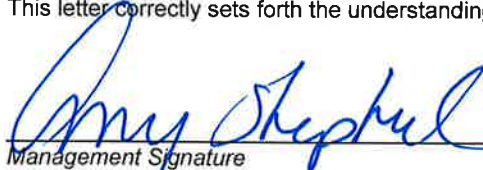



Very truly yours,



Fausto Hinojosa, CPA, CFE  
Price Paige & Company  
-----

RESPONSE:

This letter correctly sets forth the understanding of the **County of Inyo, California**.

 Management Signature	 Auditor - Controller	 Date
 Governance Signature	Chairperson of the Board Title	03/16/2021 Date

AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Price Paige and Company  
FOR THE PROVISION OF Auditing and Accounting Services

WHEREAS, the County of Inyo (hereinafter referred to as "County") and  
Price Paige and Company \_\_\_\_\_, of Clovis, California  
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of  
Auditing and Accounting Services dated July 30th, 2020, on County of Inyo Standard  
Contract No. 116, for the term from July 30, 2020 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:

Paragraph 2 of the Agreement shall be amended to read as follows: "The term of this agreement shall  
be from July 30, 2020 to December 31, 2025 unless sooner terminated as provided below."

The effective date of this Amendment to the Agreement is June 24, 2025.

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



AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Price Paige and Company  
FOR THE PROVISION OF \_\_\_\_\_

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

By:   
Signature

Fausto Hinojosa, CPA, CFE  
Type or Print

Dated: 5/30/2025

APPROVED AS TO FORM AND LEGALITY:



John-Carl Vallejo (Jun 2, 2025 11:28 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:



Kortni Girardin (May 30, 2025 14:15 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



Aaron Holmberg (May 30, 2025 14:16 PDT)

County Risk Manager



# 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

June 24, 2025

Reference ID:  
2025-503

### Approval of Minutes from the June 10, 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 Board of Supervisors meeting of June 10, 2025.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

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

#### FISCAL IMPACT:

There is no financial impact associated with this agenda item.

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

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

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### STRATEGIC PLAN ALIGNMENT:

Not Applicable

#### APPROVALS:

Darcy Israel  
Darcy Israel

Created/Initiated - 6/17/2025  
Final Approval - 6/17/2025

**ATTACHMENTS:**

1. Draft June 10, 2025 Minutes

# MINUTES



## County of Inyo Board of Supervisors

**June 10, 2025**

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:32 a.m., on June 10, 2025, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Scott Marcellin, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel Christy Milovich, 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, and Assistant County Counsel Christy Milovich; and No. 3 **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: 605 S. Main St., Lone Pine. Agency Negotiators: Nate Greenberg, Meaghan McCamman, John-Carl Vallejo, Christy Milovich. Negotiating parties: Inyo County and Jeffrey Potter. Under negotiation: price and terms of payment.

***Open Session***

Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 10:11 a.m. with all Board members present.

***Report on Closed Session***

Assistant County Counsel Milovich reported that the Board met under Item Nos. 2 and 3 and said that no action was taken during closed session that is required to be reported.

***Pledge of Allegiance***

Chairperson Marcellin led the Pledge of Allegiance.

***Introductions***

The following new employees were introduced to Board:

**Public Works** - LTC Transportation Technician Amy Cutright, Heavy Equipment Operator Hans (Chris) Kliks, Solid Waste Maintenance Worker Thomas (Chase) Little, Custodian Anthony O'Banion, and Heavy Equipment Operator Robert Sunman. Heavy Equipment Mechanic Trainee Jose Garcia was unavailable.

***Public Comment***

Chairperson Marcellin asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley, Amy Phillips, and 4-H youth participants Riley and Hannah, who highlighted the upcoming Jr. Livestock Show Auction on June 28 at the Tri-County Fairgrounds.

***County Department Reports***

Assessor Dave Stottlemire announced that representatives from the Department of Housing and Community Development will be available at the Small Business Resource Center in Bishop on July 9 to assist constituents with mobile home registrations and titles.

Assistant CAO Meaghan McCamman provided information on the upcoming launch of a regional housing needs survey and encouraged constituents to participate.

HHS Director Anna Scott announced that June is Elder Abuse Awareness Month, with National Elder Abuse Awareness Day observed on June 15. She encouraged the community to wear purple to raise awareness and highlighted upcoming educational events, including Bingo at the Bishop Senior Center and Lone Pine Statham Hall, with Bishop Police Department Chief Nate Derr serving as caller in Bishop and Inyo Sheriff Stephanie Rennie calling the numbers in Lone Pine.

*Clerk of the Board –  
Approval of Minutes*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the minutes from the regular Board of Supervisors meeting of May 27, 2025. Motion carried unanimously.

*CAO –  
Staples Contract  
Amendment No. 1*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Amendment No. 1 to the contract between the County of Inyo and Staples Contract and Commercial, increasing the contract to an amount not to exceed \$110,000 and extending the term from June 30, 2025 to December 30, 2025, and authorize the Chairperson to sign. Motion carried unanimously.

*CAO-Advertising  
County Resources –  
FY 25-26 Film  
Commissioner Contract  
Extension*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to authorize staff to exercise the County's option to extend the current Film Commissioner agreement with Mr. Jesse Steele to June 30, 2026, per paragraph 2.a. of the agreement, pending Board approval of the 2025-2026 budget, and to send Mr. Steele notice of the extension. Motion carried unanimously.

*CAO-Emergency  
Services –  
CAL FIRE County  
Coordinator Grant  
Agreement*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the sub-award grant agreement with California Fire Safe Council for \$151,500 and authorize the County Administrative Officer to sign. Motion carried unanimously.

*HHS-Behavioral  
Health –  
Crestwood Behavioral  
Health, Inc. Agreement*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

- A) Declare Crestwood Behavioral Health, Inc. of Sacramento, CA, a sole-source provider of residential treatment services;
- B) Approve the agreement between the County of Inyo and Crestwood Behavioral Health for the provision of residential treatment services in an amount not to exceed \$450,000 for the period of July 1, 2025 through June 30, 2026, contingent upon the Board's approval the Fiscal Year 2025-2026 Budget; and
- C) Authorize the Chairperson to sign the agreement and the Business Associate Agreement.

Motion carried unanimously.

*Planning Department –  
LAFCo Contract*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the contract between the County of Inyo and the Inyo Local Agency Formation Commission (LAFCo) to provide staff services in the amount not to exceed \$16,486 for the period of July 1, 2025 through June 30, 2026, authorize the Chairperson to sign, and direct the Planning Department and County Counsel to provide services as outlined in the contract contingent upon the Board's adoption of the Fiscal Year 2025-2026 Budget. Motion carried unanimously.

*Public Works-Airports –  
TSA Training Room  
Upgrade Project  
N.O.C./  
Reso #2025-20*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Resolution No. 2025-20, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the TSA Training Room Upgrade Project," and authorize the Chairperson to sign. Motion carried unanimously.

*Item Pulled –  
Public Works –  
2025 Maintained  
Mileage Certification/  
Resolution #2025-21*

The following agenda item was pulled from the Consent Agenda for additional discussion. The Board directed staff to make necessary corrections to the certification, then bring it back for approval at the next Board meeting.

**16) 2025 Maintained Mileage Certification**  
Public Works | Michael Errante

**Recommended Action:**

- A) Approve Resolution No. 2025-21, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Annual Certification of the 2025 Maintained Mileage Log," and authorize the Chairperson to sign;
- B) Authorize the Department of Public Works to file the resolution with the District 9 Office of the State of California Department of Transportation.

***Item Pulled –  
Treasurer-Tax  
Collector –  
Easy Smart Pay  
Agreement***

The following agenda item was pulled for discussion and Treasurer-Tax Collector Christie Martindale provided additional information on the new program that will enable taxpayers to make monthly payments on their tax bills and streamline the process for Treasury staff. Martindale responded to questions as Board members voiced their appreciation for the valuable new program.

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the contract between the Inyo County Treasurer-Tax Collector and Easy Smart Pay and authorize the Chairperson to execute the agreement contingent upon all other signatures being obtained. Motion carried unanimously.

***Environmental Health –  
MEHKO Workshop***

Environmental Health Director Jerry Oser conducted a workshop on the findings of the public outreach and informational campaign on Micro-Enterprise Home Kitchen Operations (MEHKO) and answered Board questions.

Public comment was received from Lauralyn Hundley (for), Dave Tanksley (against), Lauren Wolfer (for), and Jen Krafcheck and Steve Nixon with the Eastern Sierra Community Service District (against).

Building Technical Official Tyson Sparrow and Code Compliance Inspector Tehauna Tiffany shared insights and recommendations on potential departmental and compliance concerns.

Assistant County Counsel Milovich said the Board has the ability to tailor the ordinance language to Inyo County to ensure reasonable regulation of the MEHKO program, whether as a temporary pilot or a long-term initiative and clarified that any ordinance violations would be treated as nuisances and addressed by compliance staff.

Auditor-Controller Amy Shepherd responded to Board inquiries about tax revenue but explained that decision-making on property value consideration would be handled by the Assessor's office. However, she noted that she does not expect a significant impact on property tax.

Board members expressed areas of concern (impacts on neighbors and sewer systems, allowing more commercial operations in residential areas, fire danger, and burden on staff) and with the majority interested in exploring a possible pilot program, directed staff to proceed with gathering additional information to bring back for discussion and review at a date in the near future.

***CAO-  
FY 25-26 Preliminary  
Budget Adoption***

Moved by Supervisor Roeser and seconded by Supervisor Orrill to adopt the modified Fiscal Year 2024-2025 Board Approved Budget as the Preliminary Budget for Fiscal Year 2025-2026 and approve the Fixed Assets as recommended by staff. Motion carried unanimously.

***Recess/Reconvene***

The Chairperson recessed the meeting for a break at 12:32 p.m. and reconvened the meeting at 12:44 p.m. with all Board members present.

***Public Works –  
FY 24-29 Road  
Department Capital  
Improvement Plan***

Road Superintendent Gordon Moose provided a presentation on Inyo County Road Department's Capital Improvement Plan for Fiscal Years 2024-2029 and along with the help of Public Works Director Mike Errante and Deputy Public Works Director Shannon Platt answered Board member questions about the scheduling and prioritization of projects.

Board members expressed appreciation for the time taken to provide such a thorough and comprehensive report.

***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***

Supervisor Wadelton reported on the recent youth flying event at the Lone Pine-Death Valley Airport and announced upcoming events and public meetings in his district.

Supervisor Orrill said she attended meetings of the Eastern Sierra Sustainable Recreation Partnership and the Laws Railroad Museum Board and announced an upcoming first responder appreciation day event at Laws on June 22.

Supervisor Griffiths said he attended an American Red Cross/Salvation Army training, a Local Agency Formation Commission meeting and the Eastern Sierra Pride event in Mammoth and said he will travel to Ventura tomorrow for a California State Association of Counties meeting.

CAO Greenberg said he attended meetings for the Eastern Sierra Council of Governments and the Eastern Sierra Wildfire Alliance Strategic Planning group and took calls with local EMS, the Inland Counties Emergency Medical Agency, and State representatives regarding follow-up of the draft Request for Proposals. Greenberg announced that the new Emergency Services Manager Lisa Cox will start July 17.

Supervisor Marcellin said he attended meetings of the Local Agency Formation Commission and the Farm to Table Co-Op with ES Farm.

Supervisor Roeser provided updates on the local working group for the resource conservation district and the Buttermilk Working Group.

***Adjournment***

The Chairperson adjourned the meeting at 1:46 p.m. to 8:30 a.m. Tuesday, June 24, 2025, in the County Administrative Center in Independence.

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Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG  
Clerk of the Board*

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



# 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

June 24, 2025

Reference ID:  
2025-501

### Filling of Vacancies on the Bishop Rural Fire Protection District Board of Commissioners

Clerk of the Board

ACTION REQUIRED

#### ITEM SUBMITTED BY

Clerk of the Board

#### ITEM PRESENTED BY

Assistant Clerk of the Board

#### RECOMMENDED ACTION:

A) Appoint Mr. Steven Nelson to an unexpired four-year term on the Bishop Rural Fire Protection District Board of Commissioners, ending July 1, 2027; and B) reappoint Mr. Michael Holland to the Bishop Rural Fire Protection District Board of Commissioners, to serve a four-year term ending July 1, 2029.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board has appointing authority over the five-member Board of Commissioners for the Bishop Rural Fire Protection District. A resignation created a vacancy earlier this year, about the same time an expiring term needed to be advertised. Per Board policy, the vacancies were advertised and responses were received from Mr. Steve Nelson, requesting appointment to the vacant term (ending July 1, 2027), and Mr. Michael Holland, requesting appointment to another four-year term after his current term expires on July 1, 2025.

#### FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

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

Decline to appoint one or both individuals. This is not recommended as recruitment efforts have been difficult in the past and one or more vacancies may hamper the Board of Commissioners' ability to conduct business.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

#### APPROVALS:

Darcy Israel

Created/Initiated - 6/16/2025



**ATTACHMENTS:**

1. Notice of Vacancy
2. Letter of Interest - Michael Holland
3. Letter of Interest - Steven Nelson

# 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:

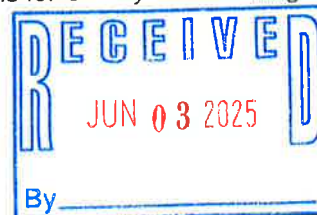
**May 29<sup>th</sup>,**  
**In the year of 2025**

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

Dated at Bishop, California, on this  
**29<sup>th</sup> Day of May, 2025**

  
Signature

This space is for County Clerk's Filing Stamp



## Proof of Publication of Public Notice

**NOTICE OF VACANCY  
BISHOP RURAL FIRE  
PROTECTION DISTRICT**  
**NOTICE IS HEREBY GIVEN**  
that the Inyo County Board of  
Supervisors is accepting letters  
of interest to fill two (2) vacan-  
cies on the Bishop Rural Fire  
Protection District Board of Di-  
rectors: an unexpired four-year  
term ending July 1, 2027 and a  
four-year term ending July 1,  
2029.  
If you are interested in filling  
the remainder of this term,  
please submit your request for  
appointment to the Clerk of the  
Board of Supervisors at P.O.  
Drawer N, Independence, CA  
93526 or dellis@inyocounty.us.  
In order for your request for ap-  
pointment to be considered, it  
must be received on or before  
Monday, June 16 at 5:00 p.m.  
(IR 05.29, 2025 #22255)

MICHAEL J. HOLLAND, CPA

KEVIN E. ALLRED, CPA

## ***Holland & Allred***

*Certified Public Accountants*

324 GROVE STREET • BISHOP, CA 93514

Tele: (760) 873-3508 • Fax: (760) 873-3509

**hollandallred@verizon.net**

June 10, 2025

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

**JUN 12 2025**

Dear Members of the Board:

My current term as a commissioner of the Bishop Fire Protection District expires on June 30, 2025.

I hereby submit my letter of interest to be considered for reappointment to another term on the Board of Commissioners of the Bishop Fire District.

I have been serving as a member of the District board since my appointment in 2009, and was a member of the Bishop Fire Department from 1978 to 2008 prior to that. I look forward to the opportunity to continue my service to the Bishop Fire Department in this role of administrative support.

I respectfully request your consideration for reappointment and look forward to your decision.


Sincerely,



Michael J. Holland

Cc: [disrael@inyocounty.us](mailto:disrael@inyocounty.us)

To: Inyo County Board of Supervisors  
C/O Darcy Israel, Assistant Clerk of the Board/Public Relations Liaison  
P.O. Drawer N  
Independence, CA 93516  
dellis@inyocounty.us

From: Steven Nelson  


Date: 16 June 2025

Subject: Letter of Interest and Request for Appointment to the Bishop Rural Fire Protection District Board of Directors

Dear Inyo County Board of Supervisors,

Pursuant to the "Notice of Vacancy" posted in the Inyo Register on Thursday, May 29, 2025, I am submitting this letter of interest and request for appointment to the Bishop Rural Fire Protection District Board of Directors. My request for appointment is specific to the unexpired four-year term previously encumbered by Meg Tracy. I understand and acknowledge that if appointed, my term would expire on July 1, 2027.

I am a long-term resident of Inyo County and the greater Bishop area. I am also a registered voter and property taxpayer in Inyo County and within the Bishop Rural Fire Protection District specifically. My wife and I have lived and worked within the greater Bishop area for most of our adult lives. We currently reside and own property within Supervisorial District 3. We also currently own residential property in Supervisorial District 1. From 1992 to 1999, we lived and owned property in Supervisorial District 4. Prior to 1992, we lived within the City of Bishop and Supervisorial District 1. In short, we have lived within the area served by the Bishop Volunteer Fire Department and supported by the Bishop Rural Fire Protection District uninterrupted since 1988. We have owned residential property within the district uninterrupted since 1992. In addition, four living generations of my family still currently live and own property within the district.

I believe that I am well qualified to serve Inyo County and the citizens of the greater Bishop area as a member of the Board of Directors for Bishop Rural Fire Protection District. On December 31, 2022, I retired from the Bureau of Land Management Bishop Field Office after over 36 years of Federal public service. During my career with the Bureau, I worked with and supported our fire management personnel, mission and responsibilities in several capacities including Firefighter 1, Technical Specialist, Resource Advisor, Agency Representative and Agency Administrator. I have broad and extensive professional and practical experience related to 1) Managing a multi-million dollar budget and authorizing

spending of both congressionally appropriated and grant funding to fund a wide array of fire management activities, 2) Building and sustaining positive working relationships both within a jurisdictional office/department and among a diversity of cooperating agencies/entities and governments/governmental entities, 3) Supporting firefighters and local communities, and 4) Working diligently to understand and find solutions to the unique and often dangerous challenges that fire personnel face in their work.

If you require references to support my potential appointment, I have included a list of individuals below my signature line for your consideration. I can provide contact information if needed.

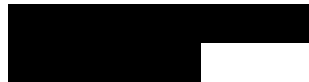
If you desire broader representation among supervisorial districts on the Bishop Rural Fire District Board than I can provide, I certainly understand and will fully support a decision to select a qualified individual from a community within the district other than where I currently reside.

In closing, I look forward to the possibility of serving Inyo County, the Bishop Rural Fire Protection District, and the citizens of the greater Bishop area. Thank you for your consideration.

Respectfully submitted,

/s/ Steven Nelson

Steven Nelson

A black rectangular redaction box covering the signature of Steven Nelson.

Matt Kingsley, Inyo County District 5 Supervisor (Retired)

John Peters, Mono County District 4 Supervisor

Mike Curti, Assistant Fire Chief (Retired Fire Chief), Antelope Valley Fire Protection District

Chance Traub, Fire Management Officer, Inyo National Forest

David Brinsfield, Fire Management Officer, Bureau of Land Management Central California 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

June 24, 2025

Reference ID:  
2025-448

### Resolution Designating 127 West Bush Street, Lone Pine, as Exempt Surplus Land

County Administrator

ACTION REQUIRED

#### ITEM SUBMITTED BY

Meaghan McCamman, Deputy County Administrator

#### ITEM PRESENTED BY

Meaghan McCamman, Deputy County Administrator

#### RECOMMENDED ACTION:

Approve Resolution No. 2025-22, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Declaring Certain County Owned Property Exempt Surplus Land Pursuant to the California Surplus Land Act," and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The California Surplus Land Act (SLA) requires local public agencies to prioritize affordable housing development, parks, and open space when disposing of surplus land. It essentially ensures that public land that is no longer needed for agency use is made available to these priorities before being sold or leased to other purposes. The SLA has exemptions that allow certain types of surplus land to be sold or leased without following the standard public notice and bidding requirements, including an exemption for small lots less than 5,000 square feet or less than the minimum building lot size. These exemptions are formally declared through a resolution at a public meeting.

This resolution exempts a parcel of real property owned by the County from the requirements of the SLA. The parcel is sized approximately 1,251 square feet and located at 127 West Bush Street (APN 005-065-03). This parcel has been leased since February 9, 1999, by the New Coso Heritage Society for the purpose of housing the Southern Inyo Museum. The New Coso Heritage Society is a nonprofit organization with a mission to maintain, preserve, and display for viewing by the public the articles contained in the museum, thereby preserving the history and culture of the region. As a condition of their lease, the New Coso Heritage Society has performed a variety of significant renovations and repairs to the small wood-framed building that sits on the parcel. As the building is once again in need of significant repairs, the Society has indicated an interest in acquiring the building from the County in order to obtain the maximum flexibility in performing repairs and hiring contractors, without needing to go through a cumbersome County-required procurement process.

The approval of this resolution will not convey the property to the New Coso Heritage Society nor will it require the County to divest of the property. Instead, it simply begins the process of exempting the land from the Surplus Lands Act requirements, paving the way for the County to make a decision about the future of the property with minimal state barriers. Any future changes to property ownership or lease agreement will be separately brought to the Board of Supervisors for consideration at a future date.

**FISCAL IMPACT:**

There is no fiscal impact associated with this item.

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

The Board could decide not to approve this Resolution. This is not advised, as the parcel at 127 W Bush Street is too small to be useful for any public purposes and the County has decided it is in its best interest to declare this land exempt from the Surplus Lands Act and its many state-mandated requirements.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

New Coso Heritage Society.

**STRATEGIC PLAN ALIGNMENT:**

**Thriving Communities** | Highest and Best Use of Property

**APPROVALS:**

Meaghan McCamman	Created/Initiated - 5/30/2025
Darcy Israel	Approved - 6/3/2025
Meaghan McCamman	Approved - 6/3/2025
John Vallejo	Approved - 6/10/2025
Amy Shepherd	Approved - 6/12/2025
Nate Greenberg	Final Approval - 6/13/2025

**ATTACHMENTS:**

1. Surplus Land Resolution
2. Exhibit A

**RESOLUTION NO. 2025-XX**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA  
DECLARING CERTAIN COUNTY OWNED PROPERTY EXEMPT SURPLUS LAND  
PURSUANT TO THE CALIFORNIA SURPLUS LAND ACT**

WHEREAS, the COUNTY OF INYO ("County") is an owner in fee simple of a parcel of real property of approximately 1,251 square feet located at 127 West Bush Street (Assessor's Parcel Number 005-065-03), and is particularly identified on Exhibit A, attached hereto and made a part hereof (the "Property"); and

WHEREAS, the County no longer has any use for the Property; and

WHEREAS, the Surplus Land Act, Government Code sections 54220 et seq. (as amended, the "Act"), applies when a local agency disposes of "surplus land," as that term is defined in Government Code section 54221; and

WHEREAS, the Property is "surplus land" under the Act, because it is land owned in fee simple by the County for which the Board of Supervisors will take formal action (in the form of adoption of this resolution) in a regular public meeting declaring that the land is surplus and not necessary for the County's use; and

WHEREAS, the Act exempts certain surplus land from its requirements, including, pursuant to Government Code section 54221(f)(1)(B), land that is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low-and-moderate income housing purposes; and

WHEREAS, the Property is "exempt surplus land" under the Act, because it is approximately 1,251 square feet and is not contiguous to land owned by a state or local agency that is used for open-space or low-and-moderate income housing purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE INYO COUNTY BOARD OF SUPERVISORS AS FOLLOWS:

1. The foregoing recitals are hereby incorporated and adopted as the findings of the County Board of Supervisors; and
2. The Board declares that the Property is "exempt surplus property" under the SLA because the Property meets the criteria set forth under Government Code section 54221(f)(1)(B) and HCD's SLA Guidelines, section 103(c)(3)(A).

PASSED AND ADOPTED this XXXX day of XXXXXXXX, 2025 by the following vote:



AYES:

NOES:

ABSTAIN:

ABSENT:

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ATTEST: Nate Greenberg  
Clerk of the Board

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Scott Marcellin, Board Chair

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

Assistant Clerk of the Board

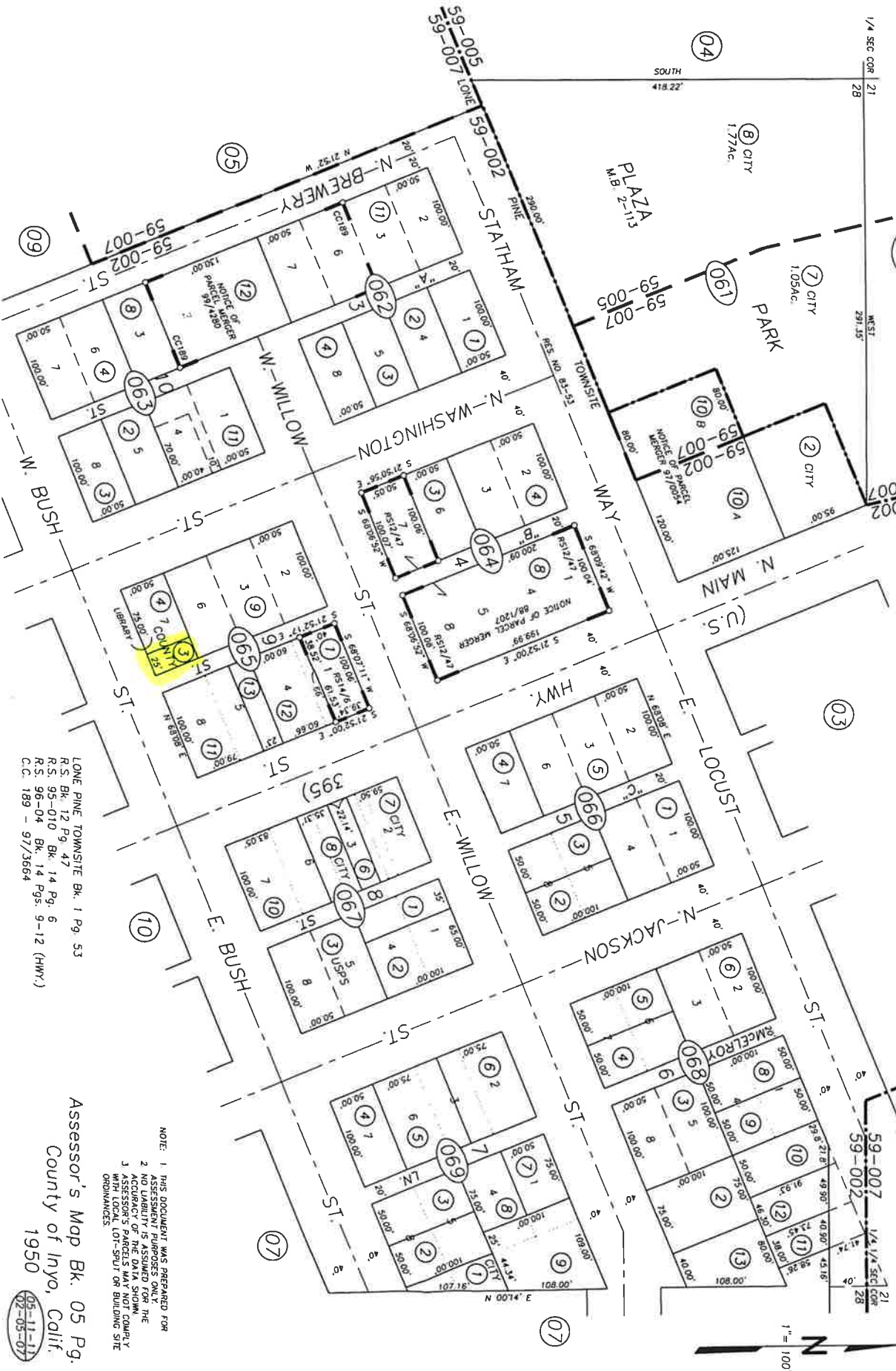
14-97  
36-00  
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POR. NW1/4 NE1/4 SEC. 28 T.15S.R.36E., M.D.B. & M.

05-06

TAX RATE AREA  
59-002 59-005  
59-007

Bk. 26



LOVE PINE TOWNSITE Bk. 1 Pg. 53  
R.S. Bk. 12 Pg. 47  
R.S. 95-010 Bk. 14 Pg. 6  
R.S. 96-04 Bk. 14 Pgs. 9-12 (HWY.)  
C.C. 189 - 97/3664

Assessor's Map Bk. 05 Pg. 06  
County of Inyo, Calif.  
1950

NOTE: 1 THIS DOCUMENT WAS PREPARED FOR  
ASSESSMENT PURPOSES ONLY.  
2 NO LIABILITY IS ASSUMED FOR THE  
ACCURACY OF THE DATA SHOWN.  
3 WITH LOCAL LOT-SPUT OR BUILDING SITE  
ORDINANCES.

05-11-11  
02-05-07



# 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

June 24, 2025

Reference ID:  
2025-467

### Amendment to Evergreen Solutions, LLC Contract for the Provision of a Classification and Compensation Study

#### County Administrator - Personnel

ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

#### ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

#### RECOMMENDED ACTION:

Approve Amendment No. 1 to the contract between the County of Inyo and Evergreen Solutions, LLC of Tallahassee, FL, extending the term end date from June 30, 2025 to December 31, 2025, contingent upon the Board's approval of the Fiscal Year 2025-2026 Budget, and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Evergreen Solutions, LLC was selected to conduct the County's classification and compensation study. As a result of prior Board actions, a new salary structure has already been approved and implemented for most employee bargaining units. However, the project is not yet complete. The County is currently in the job description update phase, which is a critical component of the overall effort to ensure classifications accurately reflect the duties and responsibilities of each position.

Extending the contract with Evergreen will allow for the successful completion of this comprehensive project. In addition to updating job descriptions, Evergreen will provide training to County staff on Evergreen's proprietary tools used to establish and maintain appropriate salary ranges for new and existing classifications—ensuring the County can independently maintain the classification and compensation system going forward.

The extension supports the County's long-term goal of having a consistent, equitable, and sustainable classification and compensation structure.

#### FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010800
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

**Current Fiscal Year Impact**

The amendment will have no additional cost for the current year.

**Future Fiscal Year Impacts**

The County's Personnel Rules and Regulations require that the classification plan be reviewed at least once every five to seven years. The County remains committed to funding this review in future years. The remaining balance of the current contract will be included in the FY 2025/2026 budget.

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

Your Board may choose not to extend the contract for classification and compensation consulting services. This is not recommended, as it would prevent completion of the project, including the update of job descriptions.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

**High Quality Services** | Quality County Employees

**APPROVALS:**

Keri Oney	Created/Initiated - 6/9/2025
Darcy Israel	Approved - 6/10/2025
Keri Oney	Approved - 6/10/2025
John Vallejo	Approved - 6/10/2025
Amy Shepherd	Approved - 6/13/2025
Nate Greenberg	Final Approval - 6/13/2025

**ATTACHMENTS:**

1. Evergreen Solutions LLC Contract
2. Evergreen Solutions LLC Contract Amendment No. 1

**AGREEMENT BETWEEN COUNTY OF INYO  
AND EVERGREEN SOLUTIONS, LLC  
FOR THE PROVISION OF CLASSIFICATION AND COMPENSATION CONSULTING SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Classification and Compensation Consulting services of Evergreen Solutions, LLC of Tallahassee, Florida (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 Keri Oney whose title is: Assistant Personnel 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 February 20, 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. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Keri Oney whose title is: Assistant Personnel Director. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by the Contractor without the prior approval of the County.

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, including travel and per diem expenses, if any, shall not exceed One Hundred Seven Thousand Five Hundred Dollars (\$107,500.00) (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, including travel or per diem, 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. Contractor's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. 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, 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.**

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	
Personnel	Department
P.O. Box 249, 224 N. Edwards St.	Address
Independence, CA 9356	City and State

Contractor:

Evergreen Solutions, LLC	Name
2528 Barrington Circle, Unit 201	Address
Tallahassee, Florida 32308	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 EVERGREEN SOLUTIONS, LLC  
FOR THE PROVISION OF CLASSIFICATION AND COMPENSATION CONSULTING SERVICES**

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

**COUNTY OF INYO**

By:   
Signature  
Matt Kingsley  
Type or Print Name

Dated: 02/20/2024

**CONTRACTOR**

By:   
Signature  
Jeffrey Ling  
Type or Print Name

Dated: February 14, 2024

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND EVERGREEN SOLUTIONS, LLC  
FOR THE PROVISION OF CLASSIFICATION AND COMPENSATION CONSULTING SERVICES**

**TERM:**

**FROM:** FEBRUARY 20, 2024

**TO:** JUNE 30, 2025

**SCOPE OF WORK:**

As outlined in the attached: 1.2 Detailed Work Plan

With the below exceptions:

**Page 1-11 - First paragraph shall read as follows:**

The detailed work plan that Evergreen proposes to use to conduct a Classification and Compensation Study for the County of Inyo is provided in this section. Evergreen understands that according to the RFP, the County has approximately 517 employees with 220 unique job titles. The number of employees, however, that will be included in the Classification Study (i.e., Tasks 3, 4, and 11 of our detailed work plan) will include only those employees in up to 204 positions ("competitive set") that are selected by the County. Additional positions may be added by the County at per position cost.

**Page 1-13 - Task Activities**

3.2 Shall read as follows: Interview supervisors for up to 204 selected positions to obtain relevant information and statistical/anecdotal data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses.

3.3 shall read as follows: Hold focus groups with a sample of employees in up to 204 positions identified by the County to obtain additional relevant information and statistical/anecdotal data on specific compensation issues and policies.

**Page 1-14 - Task Activities**

4.1 Shall read as follows: Ensure that up to 204 draft class specifications are provided to Evergreen by the CPM.

## **ATTACHMENT B**

### **AGREEMENT BETWEEN COUNTY OF INYO AND EVERGREEN SOLUTIONS, LLC FOR THE PROVISION OF CLASSIFICATION AND COMPENSATION CONSULTING SERVICES**

#### **TERM:**

**FROM:** FEBRUARY 20, 2024      **TO:** JUNE 30, 2025

#### **SCHEDULE OF FEES:**

The total, not-to-exceed, fixed cost to complete all tasks identified in our detailed work plan in Section 1 of our proposal is based on the number of benchmarks used for the Compensation Study (see the three options below).

Notwithstanding section 3.b of the Agreement, the fees set forth below are all inclusive, and include travel costs (meals and lodging), transportation, fringe benefits, indirect costs (overhead), clerical support, and all other out-of-pocket expenses. The fees include two on site visits to the County to provide the requested work as most of the work can be completed virtually. Any additionally requested travel costs will be reimbursed pursuant to section 3.b of the Agreement.

- Option A: 50 positions will be used as benchmarks for the Compensation Study - \$42,500
- Option B: 75 positions will be used as benchmarks for the Compensation Study - \$52,500
- Option C: 100 positions will be used as benchmarks for the Compensation Study - \$62,500

The cost to include employees in an additional 176 positions for the Classification Study (i.e., Tasks 3, 4, and 11) would cost an additional \$45,000.

Method of invoicing is as follows:

- 25% - upon completion of Tasks 1 – 2
- 25% - upon completion of Tasks 3 – 4
- 25% - upon completion of Tasks 5 – 6
- 15% - upon completion of Tasks 7 – 10
- 10% - upon completion of Task 11

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND EVERGREEN SOLUTIONS, LLC  
FOR THE PROVISION OF CLASSIFICATION AND COMPENSATION CONSULTING SERVICES**

**TERM:**

**FROM:** FEBRUARY 20, 2024 **TO:** JUNE 30, 2025

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment C: 2023 Insurance Requirements for Certain Professional Services Agreements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the 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.
2. **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. *(Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.)*
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability (Errors & Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.

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

### OTHER INSURANCE PROVISIONS

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

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

**Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be **primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo

## **Attachment C: 2023 Insurance Requirements for Certain Professional Services Agreements**

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 \$10,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

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



### **Attachment C: 2023 Insurance Requirements for Certain Professional Services Agreements**

**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-

# A Proposal to Conduct a Classification and Compensation Study for the County of Inyo, CA

ORIGINAL



Evergreen Solutions, LLC

January 4, 2024

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# A Proposal to Conduct a Classification and Compensation Study for the County of Inyo, CA

Submitted to:

Ms. Keri Oney, Assistant Personnel Director  
County of Inyo  
224 N. Edwards Street  
Independence, California 93526

Submitted by:



Evergreen Solutions, LLC  
2528 Barrington Circle, Unit 201  
Tallahassee, Florida 32308  
(850) 383-0111 (ph) / (850) 383-1511 (fax)

**January 4, 2024**



## Evergreen Solutions, LLC

2528 Barrington Circle • Unit #201 • Tallahassee, Florida 32308  
850.383.0111 • fax 850.383.1511

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January 3, 2024

Ms. Keri Oney, Assistant Personnel Director  
County of Inyo  
224 N. Edwards Street  
Independence, California 93526

Dear Ms. Oney:

Evergreen Solutions, LLC is pleased to submit a proposal to conduct a Classification and Compensation Study for the County of Inyo. Our response is based on our review of your Request for Proposal (RFP), our experience working with hundreds of local governments throughout the country, our understanding of the California labor market, and our knowledge of best practices in local government human resources management. **Evergreen is well qualified to provide the services being requested by the County of Inyo as we have provided similar services to more than 1,200 public sector organizations throughout the country.**

Evergreen Solutions was formed in 2004 to provide an alternative to traditional consulting firms. We provide an innovative and effective option by focusing on clients needing partners and not simply another service provider.

As a national firm, Evergreen Solutions continues to grow and our territory now includes clients in 47 states. In the State of California, Evergreen has worked with the following public sector organizations in providing work similar in scope to the services being requested: Mariposa County; Calaveras County; City of Yucaipa; City of Hemet; City of Camarillo; City of Long Beach - Long Beach Management Association; City of San Rafael; Pleasant Valley Recreation and Park District; Consummes Community Service District; and the Los Angeles Unified School District. Evergreen is also on a blanket contract with several other vendors to provide a variety of HR services to the County of Monterey, if requested.

In other states, Evergreen has worked with, or is currently on contract to work with, the following local governments in providing work similar in scope to the services being requested: City of Boulder City, NV; City of Bend, OR; City of Albany, OR; Columbia County, OR; Spokane County, WA; City of Ridgefield, WA; City of Washougal, WA; Ogden City Corporation, UT; City of Manitou Springs, CO; Grand County, CO; Ouray County, CO; City of Page, AZ; City of Prescott, AZ; City of Flagstaff, AZ; Yavapai County, AZ; Town of Sahuarita, AZ; City of Carlsbad, NM; City of Albuquerque, NM; City of Santa Fe, NM; Ft. Bend County, TX; Hood County, TX; Jefferson County, TX; Brazoria County, TX; Randall County, TX; Kaufman County, TX; Denton County, TX; San Patricio, TX; Travis County, TX; Town of Little Elm, TX; City of Kingsville, TX; City of Denton, TX; City of Odessa, TX; City of Austin, TX; City of Coppell, TX; City of Fate, TX; City of Pearland, TX; City of Seguin, TX; City of Rowlett, TX; City of Sachse, TX; City of Pflugerville, TX; City of Buda, TX; City of Farmers Branch, TX; City of Fredericksburg, TX; City of Gonzalez, TX; City of Haskell, TX; City of Conroe, TX; City of Seabrook, TX; City of Galveston, TX; City of Amarillo, TX; City of Mont Belvieu, TX; City of Duncanville, TX; City of Sunset Valley, TX; Sedgwick County, KS; Shawnee County, KS; City of Leawood, KS; City of Salina, KS; City of Hot Springs, AR; City of Broken Arrow, OK; City of Lee's Summit, MO; City of Branson, MO; City of Dardenne Prairie, MO; City of Columbia, MO; City of Troy, MO; Jefferson County, MO; Jackson County, MO; St. Charles County, MO; Jackson County, MO; Mahoning County, OH; Blount County, TN; Carter County, TN; City of White House, TN; City of Murfreesboro, TN; City of Clarksville, TN; City of Winchester, KY; City of Bloomington, IN; City of Urbana, IL; City of Pittsburgh, PA; County of Montgomery, PA; Town of Bridgewater, MA; City of Manchester, NH; Town of Wethersfield, CT; City of Milford, DE; City of Hyattsville, MD; City of Baltimore, MD; City of Annapolis, MD; City of Westminster, MD; Talbot County, MD; Allegany County, MD; Washington County, MD; Prince George's County, MD; Kent County Levy Court, DE; City of Newport News, VA; City of Norfolk, VA; City of Fredericksburg, VA; City of Falls Church, VA; City of Covington, VA; City of Williamsburg, VA; County of Culpeper, VA; County of York, VA; Gloucester County, VA; Essex County, VA; Surry County, VA; Isle of Wight County, VA; Shenandoah County, VA; Prince George County, VA; James City County, VA; Louisa County, VA; Loudoun County, VA; Spotsylvania County, VA; King George County, VA; Alleghany County, VA; Union County, NC; Gaston County, NC; New Hanover County, NC; Guilford County, NC; Harnett County, NC; Transylvania County, NC; Franklin County, NC; Haywood County, NC; Buncombe County, NC; City of Burling, NC; City of Raleigh, NC; City of Goldsboro, NC; City of Fayetteville, NC; City of Bennettsville, SC; City of Clemson, SC; City of Columbia, SC; City of Lancaster, SC; City of Spartanburg, SC; City of Chester, SC; City of Conway, SC; City of Mauldin, SC; City of Goose Creek, SC; City of Isle of Palms, SC.

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SC; Pickens County, SC; Berkeley County, SC; Charleston County, SC; Dillon County, SC; Dorchester County, SC; Spartanburg County, SC; Laurens County, SC; Beaufort County, SC; Spartanburg County, SC; Town of Mount Pleasant, SC; Town of Hilton Head Island, SC; Town of Moncks Corner, SC; Town of Bluffton, SC; Town of Cheraw, SC; City of Mobile, AL; City of Foley, AL; Baldwin County, AL; Chambers County, AL; Lee County, AL; City of Douglasville, GA; City of Atlanta, GA; City of Alpharetta, GA; City of Brookhaven, GA; City of Statesboro, GA; City of Garden City, GA; City of Stockbridge, GA; City of Fayetteville, GA; City of Dublin, GA; City of Dunwoody, GA; City of Roswell, GA; City of Tybee Island, GA; City of Chamblee, GA; City of Savannah, GA; City of Kingsland, GA; City of Powder Springs, GA; Forsyth County, GA; Lumpkin County, GA; Douglas County, GA; Cherokee County, GA; Spalding County, GA; City of Sarasota, FL; City of Orlando, FL; City of Palm Beach Gardens, FL; City of Panama City, FL; City of Hollywood, FL; City of Ft. Myers, FL; Miami-Dade County, FL; Palm Beach County, FL; Alachua County, FL; Manatee County, FL; Seminole County, FL; Monroe County, FL; Sarasota County, FL; and many others. Information regarding the services provided to some of these local governments as they relate to the services being requested can be found in **Section 2** of our proposal.

The Evergreen Team is able to fully comprehend the challenges and goals of the County of Inyo because of our vast understanding of local government human resources and the fact that we possess the necessary experience and expertise. Our team has significant expertise in conducting classification and compensation studies for local governments and other public sector organizations as can be seen in **Section 2**.

Some of the human resource services Evergreen has focused on include: classification and compensation studies; pay equity studies; salary and benefits surveys; staffing studies; workload analyses; performance evaluation and appraisal system design; HR department reviews; recruitment, hiring, and retention studies; strategic and workforce planning; and labor pool availability.

Through our experiences in conducting this wide range of projects, we have gained knowledge of all operations in local government human resources management. As a result, our team knows how critical an effective classification and compensation system is to the overall operation of a proficient and progressive County. Moreover, we have developed helpful methods and tools that assist our clients in implementing and maintaining our study recommendations and results.

Evergreen's approach to conducting a classification and compensation study draws not only from extensive human resources work with local government clients, but also from direct feedback of our past clients. In essence, we offer you tools that are innovative as well as those that have been proven to work in real places with real people. Some of the key facets of our approach as identified in **Section 1** of our proposal includes:

- We emphasize communication as the key to successful study completion as well as implementation. Our team understands that compensation by its very nature creates anxiety in staff and managers alike. In order to ensure a successful study process and "buy-in" at implementation, County leadership, department heads, and select employees need to be involved in every step of the process. This is a critical component of our communication plan. Continuous communication is ensured through the use of meetings/conference calls and the submission of written progress reports.
- Our methodology utilizes the latest in technology. In order to reduce the cost to our client partners and enhance wider participation, we offer all of our tools in an electronic format. In essence, every step of the process can be done on the Web. Further, our web-based **JobForce Manager** tool allows our client partners to facilitate implementation and eases the ongoing maintenance of the compensation system.
- We understand that one size does not fit all. Some consultants provide the same overall solution to every client; however, we provide a variety of alternatives that allow our client partners to select the solution that best meets their business and human capital needs.

As President of Evergreen Solutions, I am authorized to commit our firm contractually to this engagement.

We appreciate this opportunity and commit to you our best effort if selected for this engagement. If you have any questions, please feel free to contact me at (850) 383-0111 or via email at [jeff@consultevergreen.com](mailto:jeff@consultevergreen.com).

Sincerely,

Dr. Jeff Ling, President  
Evergreen Solutions, LLC



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*Section 1.0*  
*Approach and Methodology*





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# 1.0 *Approach and Methodology*

In this section, we provide our approach and methodology for conducting the Classification and Compensation Study for the County of Inyo; a detailed work plan— identifying the tasks, activities, and milestones necessary to accomplish the deliverables in the scope of work of the Request for Proposal; and a proposed timeline.

## 1.1 **Approach and Methodology**

Evergreen Solutions is uniquely qualified to conduct a Classification and Compensation Study for the County of Inyo as our team includes recognized experts in local government human resources management and understands that there is not a “one size fits all” solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations. Specifically, we have developed a methodology that:

- focuses on market competitiveness;
- is based on the organization's compensation philosophy;
- recognizes that compensation is comprised of more than just base pay levels;
- reflects changes in recent compensation strategies;
- designs custom solutions that take into account the diversity of needs present in the organization and allows you to select the components and options that best meet your overall needs; and
- produces a structure that improves the organization's ability to recruit, reward, motivate, and retain talent in a competitive environment that includes both public and private sector employers.

We will work closely with the County's designated Project Manager, and the Human Resources/Personnel Department throughout the process to ensure constant communication of issues, concerns, and potential outcomes. We work closely with your staff to gain a solid understanding of your current operational realities, challenges, and desired outcomes. Moreover, Evergreen will work with you to balance your need to meet your performance goals while carefully managing your resources.

Compensation management has undergone significant transformation in the private sector and over time public sector organizations have mirrored these changes. While compensation once centered on the separate administration of base pay and core benefits, a shift has occurred that has transformed compensation management.

Progressive organizations now recognize that to effectively recruit, reward, motivate, and retain employees, compensation management requires





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strategic thinking and planning. Compensation management must support an organization's overall strategic direction. To accomplish this, effective organizations design a compensation philosophy that details where an organization wants to be in relation to the market in key areas. These key areas include cash compensation, benefits, and work/life balance. Compensation is thus a reflection of the organization's philosophy.

Evergreen realizes that we will need to tailor our approach to fit the operating, fiscal, and competitive needs of the organization. Recommendations must always reflect competitive needs while supporting the organization's overall mission.

Listed below is an overview of the typically recommended approach that Evergreen takes when conducting a study of this nature.

#### **Kick Off Meeting**

Evergreen begins each engagement by meeting with our client's leadership team. Frequently, this initial meeting will accomplish several goals, including:

- finalizing the project work plan;
- identifying milestone and deliverable dates;
- gaining insight into the management structure and approach;
- collecting classification, compensation, and benefits data;
- identifying additional data needs; and
- developing preliminary schedules for subsequent tasks.

At this time, we will also request a copy of the employee database that reflects current classification and compensation data.

#### **Communication Plan**

Communication is a critical component of any Classification and Compensation Study. Communicating with employees directly and early in the process builds support for the process and the accompanying outcomes. As part of our communication plan, we meet first with key project staff to fully understand the nature and scope of the project. The results of these meetings are then communicated to employees during the project outreach through employee orientation sessions, focus groups, and interviews. Regular updates are provided to the client's Project Manager and can be posted on the client's intranet site, if available and desired. Additionally, the communication plan for the distribution of the end product, particularly how the results will be distributed to employees, is also critical.

#### **Employee Orientation and Focus Groups**

Based on client feedback and a review of best practices, we have designed an orientation curriculum that provides employees insight into the process as well as provides a forum for answering questions and soliciting participation. Following the orientation sessions, we begin the focus group process. Focus groups are used to gain detailed insight into employee perceptions, concerns, and issues. The protocol for the sessions is provided to your project team in advance and refined to meet your needs.

We have found that employee orientation sessions and focus groups are critical venues for building employee participation and buy-in. Since they



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### **Department Head Interviews**

take place at the outset of the project, they are a critical introduction to the project and the question-and-answer formats allow employees to become engaged in the process. During these sessions, Evergreen's consultants can also help to manage expectations since some employees may have unrealistic expectations based on anecdotal information.

### **Job Assessment Tool and Management Issue Tool**

Evergreen staff conduct one-on-one interviews with department heads and/or senior management (in addition to any other employees the client determines is necessary) to identify challenges for consideration. These interviews will allow our staff to add details to our understanding of the organization and its needs. They also allow our consultants the opportunity to better understand the organizational structure of each department as well as the unique recruiting and retention issues that may be present in each department. Frequently, department directors and senior management serve as invaluable resources in explaining how internal equity relationships have evolved over time and explaining the nuances between the differences in jobs.

Another important activity undertaken at this time is the distribution of Evergreen's Job Assessment Tool® (JAT). These questionnaires are central components of the job evaluation process. The JAT asks a series of questions regarding an employee's job that captures the nature of the job and how it interacts with work within the organization.

The JAT contains questions that ask about each of the following areas:

- scope of duties;
- complexity of work;
- supervision received and exercised;
- physical requirements;
- financial responsibilities;
- analytical/mental requirements;
- knowledge and skills required for the job; and
- level of responsibility/reporting relationships.

Evergreen will contact the client's Project Manager should there be a need to clarify question responses or issues with information collected from the JAT. Due to budgetary constraints faced by many of our clients, we have designed the JAT as a web-based tool so that data can be collected electronically. If requested, we can also provide a paper-based version of the tool.

**Exhibit 1-1** depicts a screenshot of the JAT home screen showing the levels of access for a Supervisor. Supervisors have access to their own surveys in addition to the ability to review and approve the surveys of their direct reports. The supervisor review process ensures validation of the JAT data collected from employees and prevents comments made by employees from being taken out of context.



**Exhibit 1-1**  
**Supervisor's JAT Home Screen**



Source: Evergreen Solutions, 2023

**Exhibit 1-2** illustrates how Evergreen uses the JAT to collect functional details of employee's jobs. Seeking to understand how employees summarize their responsibilities in their own words allows our analysis to expand beyond what may be conveyed in a traditional job description. An informal survey of municipal employees revealed that 90 percent felt that the job descriptions held on file with their employers were inaccurate or incomplete representations of their duties. Understanding this, Evergreen designed the JAT to fill in those gaps to ensure that the entirety of an employee's job is analyzed within the context of the study.



## Exhibit 1-2

### Job Description and Responsibilities

**Basic Job-Related Information**

**Job Introduction**

Briefly provide an overview of your job, including a description of the purpose of your job and the type of work you do. This may be the same as the introduction to your current job description, but it does not need to be.

**Description**

200

**Type of Work**

Please select the level that best describes the type of work you perform.

**Type of Work**

- ☐ **Construction** - Performs a variety of tasks and responsibilities related to construction, including site preparation, foundation work, etc.
- ☐ **Liberal/Trade-Based Occupations** - Performs work requiring specialized operations with their hands, physical skill and energy.
- ☐ **Technical/Professional** - Performs tasks requiring a high understanding of facts, figures and statistics OR use of heavy equipment.
- ☐ **Administrative** - Performs tasks directly related to the management or general business operations. Exercises discretion and judgment with matters of significance.
- ☐ **Management/Professional** - Performs tasks requiring advanced knowledge, which is professionally instructed in nature. OR tasks related to the control or administration of part of the organization.
- ☐ **Executive/Advanced Professional** - Performs tasks related to managing the organization, or managing a department OR position work requiring highly advanced knowledge.

**Education and Experience**

Please select the level that best describes how much education and experience a new-hire should be required to have for your position.

**Education** - Select One

**Experience** - Select One

**Licenses and Certifications**

Please list any licenses, certifications, or professional designations you believe should be required or preferred for your position.

**Required**

25

SAVE

Source: Evergreen Solutions, 2023

**Exhibit 1-3** shows a similar page in which employees are asked to list the Essential Functions of their job. These are the tasks and activities that define the classification and make it unique. Gathering information such as this allows Evergreen to assess the validity of the present classification structure and identify classifications or individuals within classifications that need to be restructured or reclassified.



## Exhibit 1-3 Job Functions

**Essential Job Functions**

On the lines provided, please include all essential job functions you perform. For every function you list, estimate the total percent of your time spent on each function on an annual basis and check off which tasks are a priority. A priority task is one that is core to your position.

Task	Percent	Priority
Task 1	500	<input type="checkbox"/>
Task 2	500	<input checked="" type="checkbox"/>
Task 3	500	<input checked="" type="checkbox"/>
Task 4	500	<input checked="" type="checkbox"/>
Task 5	500	<input checked="" type="checkbox"/>
Task 6	500	<input type="checkbox"/>
Task 7	500	<input type="checkbox"/>
Task 8	500	<input type="checkbox"/>
Task 9	500	<input checked="" type="checkbox"/>
Task 10	500	<input checked="" type="checkbox"/>

Source: Evergreen Solutions, 2023

In addition to the JAT, Evergreen will also distribute our Management Issues Tool (MIT). The MIT is distributed to supervisors and managers and is used to collect specific information from supervisors and managers related to such issues as recruitment and retention problems, classification issues, pay equity issues, problems with titles, and other related issues. Each MIT will be logged and a specific response will be provided. The MIT process is designed to allow supervisors and managers to give direct input into the process and they serve as “red flags” to Evergreen staff during the analysis portion of the project.

### Preliminary Assessment

As a starting point for analysis, Evergreen's project consultants review the client's database in comparison to the pay plan and information collected from the JATs to produce a preliminary assessment. The preliminary assessment summarizes the strengths and weaknesses of your human resource management system. The compensation analysis focuses on the number of pay grades, range widths, percentage differences between grades, step plans versus open range plans, and the expected time to reach full job competency. The overall analysis focuses on structure, movement, and equity (internal) as well as specific concerns such as turnover, longevity,



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### **Job Evaluation**

compression, and range anomalies. The issues we identify in the assessment become core considerations in creating the potential solutions later in the process.

The next step in the process is to review responses to the JATs and identify any possible misclassifications. Once the review of the JATs has been completed, Evergreen's consultants will evaluate all jobs on each of the compensatory factors, score each position, and determine if there is any need for further investigation of specific positions. If serious discrepancies exist, Evergreen's consultants will work directly with the Client Project Manager to resolve any issues.

Once work has been properly classified, changes in the current classification system rankings can be recommended. Our goal is to produce a classification system that reflects the internal equity relationships suggested by the JAT scoring conducted earlier.

### **Compensation**

Our approach to compensation analysis is based on the belief that compensation should be organization-specific, fair, equitable, and directly tied to strategic goals. To ensure that all these criteria are met, we will conduct an extensive analysis on the relevant labor market, the internal structure and inter-relatedness of jobs within the organization, and the relative worth of jobs within the organization vis-à-vis the compensation philosophy.

The most traditional component of a total compensation program is base pay (fixed pay). However, inclusion of benefits in total compensation strategy is not a new concept. Provision of benefits was originally a recruitment tool, though over time the provision of core benefits has become an expectation. Research shows that public sector organizations commonly use superior benefits packages as a way to offset structural disadvantages in base pay. The purpose of the survey is to collect information for comparison to current offerings, and making recommendations for change consistent with the parameters of the organization's compensation philosophy.

### **Market and Benefits Survey**

A key component of assessing compensation is to consider market position, which is sometimes referred to as external equity or competitiveness. Evergreen's consultants wait until well into the classification analysis to design the market survey to ensure that jobs are understood, anomalies in classification characteristics are documented, and sufficient input has been received. The market survey will obtain standard range information related to minimum, midpoint, and maximum salaries. Data collection will focus on the public sector, but will include information from the private sector where applicable. Further, we will look to include any employers to whom the organization has recently lost employees.

In addition, a benefits survey will also be administered in tandem with the market survey. Special consideration can be given to select highly competitive, market-driven positions if necessary.



<b>Benchmarks</b>	<p>One of the most important components of the external assessment is in the selection and utilization of benchmark positions for the labor market survey. We will work with the client to identify the appropriate number of benchmark positions to best suit the client's needs in the labor market survey. Based on our experience, we have found that it is simply not practical to survey all positions within the organization—the resulting surveys become too cumbersome for labor market peers to complete, and the response rate on the whole suffers. We ensure, through multiple checks and balances, that the benchmark positions chosen will represent a broad spectrum of positions across the organization, from all job families, pay levels, and functional areas.</p>
<b>Targets</b>	<p>To conduct an external labor market assessment, we work with the client to identify the most appropriate targets to survey. Evergreen selects peer organizations based on the local labor competition, regional markets, and class-specific markets. Peer organizations should be those organizations that compete with the client for labor in at least one job family. An appropriate mix of peers in the public and private sectors will be included in the survey, and if necessary, augmented with published secondary data sources.</p> <p>Typically, Evergreen waits until the outreach process has been completed to identify the complete list of market peers. This is because we often will uncover specific information during the focus group and interview sessions that identifies potentially critical survey targets. Ideally, we would like to work with the client after the outreach has been concluded to identify the final list of potential market peers.</p> <p>An important factor of our methodology is that the client has the final approval of all aspects of the study. We will not proceed with the analysis unless the client is completely comfortable with the survey targets chosen. Often, there are different factors impacting an organization, such as proximity to a major metropolitan area, technology corridor, or specific market (i.e., military base), that have a direct effect on its ability to recruit and retain employees in specific positions. These factors have to be taken into account when selecting survey targets. Once the targets are selected and approved, the survey instrument is developed and sent to the client for final approval. Subsequent to client approval, the survey is then distributed to the targets in both paper and electronic formats.</p> <p>Evergreen uses a four-fold method of communicating with respondents. Our staff notifies the target group that the survey is being sent or made available, confirms receipt, and encourages participation. Once the data are received, they are cleaned, validated, and summarized. A separate report is issued that shows the results of the salary survey.</p> <p>After determining the appropriate division of work and market position, the compensation structure can be created. There is not a single, perfect solution for every client partner. The nuances and unique characteristics of each client necessitate a customized solution to best meet the organization's needs.</p>
<b>Unifying the Solution</b>	





### Compensation Administration Guidelines

The Evergreen Team has considerable experience in developing multiple solutions and working with client partners to determine the one that best meets their needs. Our analytical team uses a variety of tools to produce various potential solutions: regression analysis, market thresholds, and other human resource models. Several major options are presented to the client's team before the implementation plan is created.

It is at this stage in the process that we typically meet with the client to identify the direction of the final solution. We will present to the client a draft report for review and comment. We typically ask the client to examine the draft solution objectively and provide insights and recommendations on the direction of the report. When this process is completed, Evergreen's consultants will proceed with the final solution. The solution also contains information regarding fiscal impact and implementation.

In order for clients to maintain the recommended compensation system, Evergreen develops compensation administration guidelines for use by the client after completion of the study. The guidelines will include recommendations on installation and continuing administration of the system. The team first conducts a review of current practices and procedures then assesses their effectiveness, compliance with legal guidelines, and applicability to the recommended system.

Once this review and assessment are complete, revisions to the current practices and/or new guidelines can be recommended, as needed. At a minimum, the recommendations will address areas such as:

- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
- how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
- the proper mix of pay and benefits;
- how often to adjust pay scales and survey the market;
- timing of implementation; and
- how to keep the system fair and competitive over time.

### System Maintenance

Our goal is to produce recommendations that are effective and that can be maintained by our clients. We are strongly committed to providing transparent and replicable solutions. In essence, when we complete our core assignment, our goal is that our client's staff can maintain and update the system on their own. We are readily available to provide assistance, but our goal is to give our clients all the tools and training that are needed. Towards this end we will provide the Human Resources Department with all necessary tools and training to maintain the system over time.

Based on client needs and industry best practices, Evergreen has developed a compensation and classification maintenance tool to assist our clients with implementing, managing, and updating the solutions: **JobForce Manager**. This tool allows our clients to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs. By automating these tasks, **JobForce Manager** allows our





clients to not only streamline, but also increase the fairness and transparency of regular compensation and classifications tasks after solution implementation.

**Exhibit 1-4** displays the interface from *JobForce Manager* for determining a positions pay grade; additional features include a job scoring tabulation sheet, market survey results database and summary report, pay plan report, and employee salary calculators for modeling fiscal impacts of compensation changes at the employee level. All data and reports are downloadable and printable, so they can be provided to key decision makers.

**Exhibit 1-4**  
**JobForce Manager Tool**

Pay Plans	Scoring/Sorting	Compensation	Market	Account						
Download Data Grid Edit										
CURRENT TITLE ▲	PAY PLAN	JAT SCORE	REGRESSION MIDPOINT	MARKET MIDPOINT	POSITION MIDPOINT (SELECT)	GRADE	MINIMUM	MIDPOINT	MAXIMUM	
Accounting Specialist II	ESP	212.5	\$30,590.27	\$31,230.80	\$31,208.09	105	\$22,702.21	\$31,208.09	\$40,218.17	Edit
Accounting Specialist III	ESP	241.3	\$39,058.27	\$39,379.43	\$40,223.96	110	\$28,974.43	\$40,223.96	\$51,453.81	Edit
Accounting Specialist IV	ESP	266.3	\$42,218.73	\$45,188.80	\$44,395.90	112	\$31,944.29	\$44,395.90	\$56,727.50	Edit
Accounting Supervisor	ESP	500.0	\$67,561.02	\$68,200.91	\$68,779.09	121	\$49,504.08	\$68,779.09	\$88,002.97	Edit
Acquisition Specialist	ESP	308.3	\$42,218.73	\$41,895.80	\$44,395.90	112	\$31,944.29	\$44,395.90	\$56,727.50	Edit
Administrative Aide	ESP	312.5	\$43,130.09	\$36,624.74	\$44,395.90	112	\$31,944.29	\$44,395.90	\$56,727.50	Edit
Administrative Recording Secretary	Professional	381.3	\$52,088.10	\$40,994.30	\$38,245.18	212	\$48,598.13	\$38,245.18	\$63,894.18	Edit
Administrative School Secretary I	ESP	208.3	\$29,285.81	\$31,819.17	\$33,084.13	106	\$23,897.32	\$33,084.13	\$42,330.93	Edit
Administrative School Secretary II	ESP	231.3	\$32,543.36	\$35,991.59	\$34,738.23	107	\$25,028.19	\$34,738.23	\$44,447.48	Edit
Administrative School Secretary III	ESP	256.3	\$35,900.82	\$37,701.80	\$38,299.01	109	\$27,594.08	\$38,299.01	\$48,003.35	Edit
Administrative Secretary I	ESP	231.3	\$32,543.36	\$32,190.02	\$33,084.13	106	\$23,897.32	\$33,084.13	\$42,330.93	Edit
Administrative Secretary I	ESP	208.3	\$29,285.81	\$32,190.02	\$33,084.13	106	\$23,897.32	\$33,084.13	\$42,330.93	Edit
Administrative Secretary II	ESP	231.3	\$32,543.36	\$33,919.04	\$34,738.23	107	\$25,028.19	\$34,738.23	\$44,447.48	Edit
Administrative Secretary II	ESP	231.3	\$32,543.36	\$33,919.04	\$34,738.23	107	\$25,028.19	\$34,738.23	\$44,447.48	Edit
Administrative Secretary III	ESP	256.3	\$35,900.82	\$35,971.01	\$36,299.01	109	\$27,594.08	\$36,299.01	\$48,003.35	Edit
Administrative Specialist	Professional	231.3	\$32,543.36	\$43,762.83	\$39,422.82	204	\$31,838.09	\$39,422.82	\$47,307.14	Edit
Administrative Specialist-School Food Services	Professional	275.0	\$38,243.81	\$42,861.08	\$45,636.81	207	\$36,505.29	\$45,636.81	\$54,763.83	Edit

Source: Evergreen Solutions, 2023



## **1.2 Detailed Work Plan**

The detailed work plan that Evergreen proposes to use to conduct a Classification and Compensation Study for the County of Inyo is provided in this section. Evergreen understands that according to the RFP, the County has approximately 517 employees with 220 unique job titles. The number of employees, however, that will be included in the Classification Study (i.e., Tasks 3, 4, and 11 of our detailed work plan) will include only those employees in 28 positions ("competitive set") that are selected by the County. Additional positions may be added by the County at per position cost.

Our work plan consists of the following 11 work tasks:

- Task 1: Project Initiation
- Task 2: Evaluate the Current System
- Task 3: Collect and Review Current Environment Data
- Task 4: Evaluate and Build Projected Classification Plan and Make FLSA Determinations
- Task 5: Identify List of Market Survey Benchmarks and Approved List of Targets
- Task 6: Conduct Market Salary and Benefits Survey and Provide External Assessment Summary
- Task 7: Develop Strategic Positioning Recommendations
- Task 8: Conduct Solution Analysis
- Task 9: Develop and Submit Draft and Final Reports
- Task 10: Develop Recommendations for Compensation Administration
- Task 11: Provide Updated Class Descriptions

### **Task 1.0 Project Initiation**

#### **TASK GOALS**

- Finalize the project plan with the County.
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final timeline for all project milestones and deliverables.

#### **TASK ACTIVITIES**

- 1.1 Discuss with the County's Project Manager (CPM) and any other key personnel the following objectives:
- the classification and pay plan study process;
  - understand mission and current compensation philosophy;
  - review our proposed methodology, approach, and project work plan to identify any necessary revisions;



**Task 2.0  
Evaluate the  
Current System**

- reach agreement on a schedule for the project including all assignments and project milestones/deliverables; and
- establish an agreeable communication schedule.

- 1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of the County and some of the short- and long-term priorities. This activity serves as the basis for assessing where the County is going and what type of pay plan will reinforce current and future goals.
- 1.3 Obtain relevant materials from the County, including:
- any previous projects, research, evaluations, or other studies that may be relevant to this project;
  - organizational charts for the departments and divisions, along with related responsibility descriptions;
  - current position and classification descriptions, salary schedule(s), benefits plans, and classification system; and
  - personnel policies and procedures, including step placement policies.
- 1.4 Review and edit the project work plan and submit a timeline for the completion of each project task.
- 1.5 Provide status reports to the CPM throughout the study.

**KEY PROJECT MILESTONES**

- Comprehensive project management plan
- Comprehensive database of County employees

**TASK GOAL**

- Conduct a comprehensive preliminary evaluation of the existing compensation plan(s) for the County.

**TASK ACTIVITIES**

- 2.1 Obtain the existing pay structure and compensation philosophy (if any). Review the existing pay structure and look for potential problems and issues to be resolved.
- 2.2 Determine the strengths and weaknesses of the current pay plan(s) for the County. Address any pay compression issues that may exist and discuss possible solutions.



**Task 3.0**  
**Collect and Review**  
**Current**  
**Environment Data**

- 2.3 Complete an assessment of current conditions that details the pros and cons of the current system, taking into consideration compensation and benefits, as well as highlights areas for potential improvement in the final adopted solution.

**KEY PROJECT MILESTONES**

- Review of existing compensation plan(s)
- Pay compression issues and solutions
- Assessment of current conditions

**TASK GOALS**

- Conduct statistical and anecdotal research into the current environment within the County.
- Guide subsequent analytical tasks.

**TASK ACTIVITIES**

- 3.1 Schedule and conduct employee orientation/briefing sessions to describe the scope of work and methodology.
- 3.2 Interview supervisors for the 28 selected positions to obtain relevant information and statistical/anecdotal data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses.
- 3.3 Hold focus groups with a sample of employees in the 28 positions identified by the County to obtain additional relevant information and statistical/anecdotal data on specific compensation issues and policies.
- 3.4 Work with the CPM and Human Resources staff to administer the JATs (i.e., **position description questionnaire**) and MITs. Our staff utilizes a web-based tool for data collection, but we can provide paper copies as well as those for classifications without computers or Internet access. We will seek approval from the CPM before distribution of the JAT/MIT questionnaire.
- 3.5 Review any data provided by the County that may provide additional relevant insight.

**KEY PROJECT MILESTONES**

- Employee orientation/briefing sessions and focus groups
- Supervisor interviews
- JAT/MIT distribution



**Task 4.0**  
**Evaluate and Build**  
**Projected**  
**Classification Plan**  
**and Make FLSA**  
**Determinations**

**TASK GOALS**

- Identify the classification of existing positions utilizing the approved method for job evaluation.
- Characterize internal equity relationships within the County.

**TASK ACTIVITIES**

- 4.1 Ensure that the 28 draft class specifications are provided to Evergreen by the CPM.
- 4.2 Review the work performed by each classification and score based on job evaluation. Include an evaluation of supervisory comments.
- 4.3 Review job evaluation scores and identify the classification of positions.
- 4.4 Schedule and conduct additional follow-up with employees for jobs where uncertainty exists over data obtained from job evaluation.
- 4.5 Develop preliminary recommendations for the classification structure and discuss with the CPM. The classification system designed at this point would be based solely on internal equity relationships and would be guided by the job evaluation scores for each classification. Essentially, a structure of classifications would be established, and classifications with similar scoring would be grouped and spacing between jobs would be determined.
- 4.6 Develop recommendations of FLSA (exemption) status based on results of the job evaluation (JAT) review and federal requirements.
- 4.7 Review recommendations with the CPM.

**KEY PROJECT MILESTONES**

- Job evaluation scores by class
- Recommended classification changes
- Recommended FLSA status
- Preliminary job structure based on internal equity

**Task 5.0**  
**Identify List of**  
**Market Survey**  
**Benchmarks and**  
**Approved List of**  
**Targets**

**TASK GOALS**

- Reach an appropriate number and identify the proper benchmark positions for the external labor market assessment of salary and benefits.
- Identify and develop a comprehensive list of targets for conducting a successful external labor market assessment of salary and benefits.



**Task 6.0  
Conduct Market  
Salary and  
Benefits Survey  
and Provide  
External  
Assessment  
Summary**

**TASK ACTIVITIES**

- 5.1 Identify, from the initial review, a list of classifications (benchmarks) to include in the labor market survey. **Note:** Work with the CPM to select either 50, 75, or 100 positions as benchmarks for the salary and benefits survey.
- 5.2 Finalize the list of positions with the CPM.
- 5.3 Work with the CPM to select up to 20 peer organizations to use as targets for the salary and benefits survey.
- 5.4 Develop a system for use of secondary data including potential sources and weighting of secondary data, if necessary.
- 5.5 Review survey methodology with the CPM and refine survey methodology prior to distribution of surveys.
- 5.6 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending surveys.

**KEY PROJECT MILESTONES**

- Final list of benchmark positions for the external labor market assessment salary and benefits survey
- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts

**TASK GOALS**

- Conduct the external labor market salary survey.
- Conduct a benefits survey,
- Provide a summary of the market salary and benefits survey results to the CPM.

**TASK ACTIVITIES**

- 6.1 Prepare a customized external labor market salary survey for the CPM's approval. Discuss questions and categories for the market survey. **Note:** Evergreen will review career ladder opportunities against competitive set career ladder opportunities relative to top-end compensation.
- 6.2 Develop a listing of the current benefits provided by the County for comparisons with peer organizations.



**Task 7.0  
Develop Strategic  
Positioning  
Recommendations**

- 6.3 Using the list of County provided benefits and major benefits offerings not provided by the County develop a list of benefits to include in the external labor market survey.
- 6.4 Prepare benefits survey to be included with salary survey developed in **Task 6.1**.
- 6.5 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.
- 6.6 Conduct necessary follow-up through e-mails, faxes, and phone calls.
- 6.7 Collect and enter survey results into Evergreen's electronic data analysis tools.
- 6.8 Validate all data submitted.
- 6.9 Develop summary report of external labor market salary and benefits assessment results.
- 6.10 Submit summary report of external labor market salary and benefits assessment results to the CPM.

**KEY PROJECT MILESTONES**

- Market survey instrument
- Benefits survey instrument
- Summary report of external labor market salary and benefits assessment results

**TASK GOALS**

- Assess the appropriateness of the current compensation philosophy for the County.
- Develop a plan for employees, providing issue areas and preliminary recommendations for strategic improvement.

**TASK ACTIVITIES**

- 7.1 Identify the compensation philosophy and accompanying thresholds.
- 7.2 Using the market salary survey data collected in **Task 6.0**, and the classification data reviewed in **Task 4.0**, recommend the appropriate pay plan(s) for the County. **Note:** Evergreen will incorporate the impact of future increases in minimum wage mandated by applicable law.



**Task 8.0**  
**Conduct Solution**  
**Analysis**

- 7.3 Produce a pay plan for the County that meets its needs from an internal and external equity standpoint.

**KEY PROJECT MILESTONES**

- Proposed compensation strategic direction, taking into account internal and external equity
- Plan for addressing unique, highly competitive positions

**TASK GOALS**

- Conduct analysis comparing job evaluation values.
- Survey results for the benchmark positions.
- Produce several possible solutions for implementation.

**TASK ACTIVITIES**

- 8.1 Conduct regression analysis or other appropriate techniques to properly slot each classification into the proposed pay plan for the County.
- 8.2 Place all classifications into pay grades based on **Task Activity 8.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.
- 8.3 Create implementation solutions for consideration that take into account the current position of the County as well as the findings from the classification and compensation analysis. Identify and prepare a range of compensation policy alternatives.
- 8.4 Discuss with the CPM potential solutions.
- 8.5 Determine the best solution to meet the needs of the County in the short-term and long-term.
- 8.6 Document the accepted solution.

**KEY PROJECT MILESTONES**

- Initial regression analysis
- Potential solutions
- Documented final solution





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**Task 9.0**  
**Develop and**  
**Submit Draft and**  
**Final Reports**

**TASK GOALS**

- Develop and submit a draft and Final Report of the Classification and Compensation Study to the County of Inyo.
- Present the Final Report.

**TASK ACTIVITIES**

- 9.1 Produce a comprehensive draft report that captures the results of each previous step, including a complete listing of the allocation of job classes to salary range requirements. Provide the CPM with a draft final report for review that will include all costs associated with recommendations as well as implementation strategies.
- 9.2 Make edits and submit necessary copies of the Final Report to the CPM.
- 9.3 Present the Final Report.
- 9.4 Develop a communication plan for sharing study results with employees of the County.
- 9.5 Develop a plan for maintaining recommendations over time.

**KEY PROJECT MILESTONES**

- Draft and final reports
- Final presentation
- Communication plan
- Implementation and maintenance database

**Task 10.0**  
**Develop**  
**Recommendations**  
**for Compensation**  
**Administration**

**TASK GOALS**

- Develop recommendations for continued administration by County to sustain the recommended compensation and classification system.
- Conduct training.

**TASK ACTIVITIES**

- 10.1 Develop recommendations and guidelines for continued administration and maintenance of the classification and compensation system by County staff, including recommendations and guidelines related to:
- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
  - how to pay employees whose base pay has reached the maximum of their pay range or value of their position;



**Task 11.0**  
**Provide Updated**  
**Class Descriptions**

- how to establish salaries for classifications that are above market
- the proper mix of pay and benefits;
- how often to adjust pay scales and survey the market;
- the timing of implementation; and
- how to keep the system fair and competitive over time.

10.2 Recommend recruitment/retention strategies, where appropriate.

10.3 Present recommendations to the CPM for review.

10.4 Finalize recommendations.

10.5 Provide training and tools to Human Resources Department staff to ensure that staff can conduct audits/adjustments consistent with study methods until the next formal study is conducted using Evergreen's **JobForce Manager** tool that will enable Human Resources staff to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs – allowing for streamlining, and an increase in fairness and transparency of regular compensation and classification tasks after solution implementation.

**KEY PROJECT MILESTONES**

- Recommendations for compensation administration
- Recommendations for recruitment/retention policies
- Training on Evergreen's **JobForce Manager** tool

**TASK GOALS**

- Update existing class descriptions.
- Create new class descriptions as needed, ensuring ADA, FLSA, EEO, etc. requirement satisfaction.
- Provide final version of all class descriptions/specifications in electronic format (i.e., MS Word).

**TASK ACTIVITIES**

- 11.1 Assess current class descriptions for form, content, validity, and ADA, FLSA, EEO compliance, etc.
- 11.2 Discuss any necessary changes to the class description format with the CPM.



### 1.3 Proposed Timeline

- 11.3 Update classification descriptions based on data gathered from the job evaluation process.
- 11.4 Create new class descriptions based on Evergreen's proposed classification structure by leveraging data from the job evaluation process, if available.
- 11.5 Recommend a systematic, regular process for reviewing class descriptions.

#### KEY PROJECT MILESTONES

- Updated class descriptions
- New class descriptions, as needed
- Recommendations for regular review of class descriptions

Evergreen possesses the ability, staff, skills, and tools to conduct a Classification and Compensation Study for the County of Inyo in four months of the project start date and following the signing of the contract. This schedule is based on a tentative start date of February 1, 2023, and a completion date of May 30, 2024. Our proposed timeline, shown in **Exhibit 1-5**, can be modified in any way to meet the best needs of the County.

**Exhibit 1-5  
Proposed Timeline**

PROJECT TASKS	2024			
	FEB	MAR	APR	MAY
1.0: Project Initiation	■			
2.0: Evaluate the Current System	■			
3.0: Collect and Review Current Environment Data	■			
4.0: Evaluate and Build Projected Classification Plan and Make FLSA Determinations		■		
5.0: Identify List of Market Survey Benchmarks and Approved List of Targets		■		
6.0: Conduct Market Salary and Benefits Survey and Provide External Assessment Summary		■	■	
7.0: Develop Strategic Positioning Recommendations				■
8.0: Conduct Solution Analysis				■
9.0: Develop and Submit Draft and Final Reports				■
10.0: Develop Recommendations for Compensation Administration				■
11.0: Provide Updated Class Descriptions				■



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## *Section 2.0*

### *Experience and Qualifications*



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## 2.0 *Experience and Qualifications*

Evergreen Solutions is well qualified to conduct a Classification and Compensation Study for the County of Inyo as we have conducted more than 1,200 similar studies for local governments and other public sector organizations across the country. In this section, we provide you with our firm's history and background, a list of similar studies we have conducted or are currently under contract to conduct for local governments, and the qualifications of our proposed project team.

### 2.1 Firm's History and Background

Evergreen Solutions, LLC is a national, multidisciplinary, public sector management consulting firm, which specializes in working with public sector organizations, including hundreds of local governments, across the nation. We provide a unique approach, rather than the "consulting as usual" approach, by partnering with our clients to find innovative, real-world solutions to public management.

Evergreen Solutions was formed in 2004 to provide a modern, practical alternative to the typical consulting options. The firm is made up of management and human resource professionals as well as strategic partners who came together to form an innovative alternative that places clients and their needs before any individual, model, or corporate goal.

Evergreen's philosophy is based on an understanding that there is not a "one size that fits all" solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations.

Evergreen employs 29 full- and nine part-time staff who provide a variety of human resources consulting work. Evergreen is authorized to transact business in the State of California. Evergreen has five consultant teams who work with our public sector partners to ensure we have the internal resources necessary to complete all of our projects within required timeframes.

Evergreen's main focus is on people, management, and technology. This focus allows our team to provide a broad variety of services, including, but not limited to: classification and compensation studies; salary and benefits surveys; performance appraisal reviews; workload analyses; staffing studies; HR department reviews; disparity studies; efficiency studies; training assessments; and strategic planning.

We invite you to browse our Web site at [www.ConsultEvergreen.com](http://www.ConsultEvergreen.com) or visit us on Facebook at [www.facebook.com](http://www.facebook.com) or LinkedIn at [www.linkedin.com](http://www.linkedin.com) for more information about our services, staff, and past experience.



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Evergreen Solutions assists public sector professionals in exercising control over the inter-related elements that determine success or failure. We do that by applying a situation-responsive discipline that emphasizes:

- full visibility into the entire organization through research and discovery;
- a spirit of partnership with staff and leadership;
- sound recommendations based on best practices and proven methods; and
- a practical go-forward plan that leads to quantifiable results.

Collectively, the members of the Evergreen Solutions Team have:

- extensive experience in conducting classification and compensation studies for local governments and other public sector organizations throughout the country, including California;
- comprehensive experience in all components vital to the successful completion of this engagement;
- knowledge of relevant California statutes and regulations as well as federal regulations;
- objectivity and flexibility due to the fact that we have no vested interests; and
- specialized analytical tools that we bring to the project.

Clients nationwide have been successfully implementing recommendations from our team of professional consultants for decades. Evergreen has contracted with public sector, quasi-governmental, and non profit organizations in 47 states throughout the country.

**Exhibit 2-1** includes a sample list of local government clients that Evergreen has worked with, or is currently on contract to work with, in providing work similar in scope to the services being requested. **Note:** Evergreen has also worked with the Los Angeles Unified School District and the Pleasant Valley Recreation and Park District and is currently working with Consumnes Community Services District in California.





### Exhibit 2-1: Sample List of Local Government Clients

Spokane County, WA	Shawnee County, KS	Columbus Consolidated Gov't, GA	Gaston County, NC
City of Ridgefield, WA	City of Branson, MO	City of Clearwater, FL	Guilford County, NC
City of Washougal, WA	City of Lee's Summit, MO	City of Fort Myers, FL	Harnett County, NC
City of Albany, OR	City of Columbia, MO	City of Gainesville, FL	Haywood County, NC
City of Bend, OR	City of Dardenne Prairie, MO	City of Jacksonville, FL	Jackson County, NC
Columbia County, OR	City of Jefferson, MO	City of Key West, FL	Lee County, NC
County of Mariposa, CA	City of Troy, MO	City of Pensacola, FL	New Hanover County, NC
City of San Rafael, CA	Jackson County, MO	City of Orlando, FL	Transylvania County, NC
City of Camarillo, CA	St. Charles County, MO	City of Sarasota, FL	Union County, NC
Calaveras County, CA	City of Bloomington, IN	City of Palm Beach Gardens, FL	City of Falls Church, VA
City of Long Beach, CA	Blount County, TN	City of North Miami Beach, FL	City of Fredericksburg, VA
City of Yucaipa, CA	Carter County, TN	Alachua County	City of Newport News, VA
City of Hemet, CA	City of Murfreesboro, TN	Brevard County, FL	City of Suffolk, VA
City of Boulder City, NV	City of Clarksville, TN	Charlotte County, FL	City of Williamsburg, VA
Ogden City Corporation, UT	City of Morristown, TN	Flagler County, FL	City of Norfolk, VA
City of Flagstaff, AZ	City of White House, TN	Hernando County, FL	Chesterfield County, VA
City of Page, AZ	City of Winchester, KY	Leon County, FL	County of Culpeper, VA
City of Prescott, AZ	City of Urbana, IL	Manatee County, FL	County of Northampton, VA
Yavapai County, AZ	City of Moline, IL	Martin County, FL	County of York, VA
City of Carlsbad, NM	McLean County, IL	Miami-Dade County, FL	Essex County, VA
City of Santa Fe, NM	Mahoning County, OH	Monroe County, FL	Gloucester County, VA
City of Albuquerque, NM	City of Auburn, AL	Palm Beach County, FL	Isle of Wight County, VA
Ouray County, CO	City of Foley, AL	Orange County, FL	James City County, VA
Grand County, CO	City of Daphne, AL	Pinellas County, FL	King George County, VA
City of Fountain, CO	City of Madison, AL	Sarasota County, FL	Loudoun County, VA
City of Amarillo, TX	City of Northport, AL	Seminole County, FL	Montgomery County, VA
City of Austin, TX	Baldwin County, AL	City of Beaufort, SC	Shenandoah County, VA
City of Buda, TX	Lee County, AL	City of Spartanburg, SC	Spotsylvania County, VA
City of Conroe, TX	Chambers County, AL	City of Chester, SC	Northumberland County, VA
City of Duncanville, TX	Shelby County, AL	City of Clemson, SC	City of Baltimore, MD
City of Farmers Branch, TX	Town of Loxley, AL	City of Columbia, SC	City of Annapolis, MD
City of Denton, TX	City of Alpharetta, GA	City of Isle of Palms, SC	City of Hagerstown, MD
City of Fredericksburg, TX	City of Atlanta, GA	City of Conway, SC	City of Hyattsville, MD
City of Kingsville, TX	City of Brookhaven, GA	City of Goose Creek, SC	City of Westminster, MD
City of Lockhart, TX	City of Chamblee, GA	City of Lancaster, SC	City of Laurel, MD
City of Pearland, TX	City of Dahlgonega, GA	City of Mauldin, SC	Prince Georges County, MD
City of Pflugerville, TX	City of Douglasville, GA	Town of Cheraw, SC	Allegany County, MD
City of Rowlett, TX	City of Dunwoody, GA	Town of Hilton Head Island, SC	Charles County, MD
City of Sachse, TX	City of Fayetteville, GA	Town of Moncks Corner, SC	Prince George's County, MD
City of Seguin, TX	City of Garden City, GA	Town of Mount Pleasant, SC	Talbot County, MD
City of Sunset Valley, TX	City of Jackson, GA	Beaufort County, SC	Washington County, MD
City of Portland, TX	City of Marietta, GA	Berkeley County, SC	City of Milford, DE
City of Seabrook, TX	City of Norcross, GA	Charleston County, SC	Kent County Levy Court, DE
City of Texas City, TX	City of Roswell, GA	Dorchester County, SC	North Dakota Court System, ND
Brazoria County, TX	City of Sandy Springs, GA	Laurens County, SC	City of Kalamazoo, MI
Denton County, TX	City of Savannah, GA	Spartanburg County, SC	Genesee County, MI
Fort Bend County, TX	City of Statesboro, GA	York County, SC	City of Minneapolis, MN
Hood County, TX	City of Stockbridge, GA	City of Goldsboro, NC	Cumberland County, PA
Jefferson County, TX	City of South Fulton, GA	City of Fayetteville, NC	City of Pittsburgh, PA
Kaufman County, TX	City of Suwanee, GA	City of Raleigh, NC	County of Allegheny, PA
Randall County, TX	City of Tybee Island, GA	City of Hendersonville, NC	County of Montgomery, PA
City of Broken Arrow, OK	Cherokee County, GA	City of Fayetteville, NC	City of Manchester, NH
City of Hot Springs, AR	Douglas County, GA	City of Southport, NC	City of Norwalk, CT
City of Salina, KS	Forsyth County, GA	Buncombe County, NC	Town of Wethersfield, CT
City of Leawood, KS	Cobb County, GA	Dare County, NC	Town of Colchester, VT
Sedgwick County, KS	Columbus Consolidated Gov't, GA	Franklin County, NC	Town of Bridgewater, MA



## 2.2 Select Relevant Experience

Because Evergreen has conducted more than 1,200 projects that are similar in scope to the services being requested by the County of Inyo, we have included in this section only a sample of some of our similar local government work. **Note:** Evergreen Solutions was also one of several firms awarded a blanket contract in 2021 to provide a variety of HR consulting work to the County of Monterey.

### **Compensation Review Mariposa County, California**

Evergreen is retained by Mariposa County to conduct a Compensation Study. Our duties will be to: meet together with the labor Unions and Human Resources to discuss this compensation survey and, to the extent possible, discuss and agree upon comparable counties and additional classifications for evaluation; evaluate existing job families and/or establish new job families to ensure consistency; evaluate the comparable market (total comp, including salary and benefits) for each above listed classification; conduct routine progress meetings with Human Resources and the County Administrative Officer; evaluate internal equity relationships, with a specific focus on compaction, and suggest salary adjustments as appropriate; determine whether the Deputy Clerk of the Board II should be aligned for salary purposes with the Executive Assistant; evaluate whether the HHSA Program Assistant should be aligned for salary purposes with the HHSA Eligibility Specialist; produce and deliver a final report detailing all classifications and families and their place in the comparable market, specifically highlighting ones that are not aligned with the job market; and present the final report to the Board of Supervisors. **Note:** This project is nearing completion.



### **Classification and Compensation Study Calaveras County, California**

Evergreen Solutions is retained by Calaveras County to conduct a Classification and Compensation Study. Evergreen will complete the following tasks to complete the study:

- review and compare current salaries of identified benchmark classifications;
- compare of current salaries on the identified benchmark classifications;
- review and compare the County's current benefit packages;
- recommend where the County salary structure should be to maintain a competitive presence, including surrounding counties, not comparable in sizes, but located in surrounded areas; and
- review the County's internal relationships among benchmark classes and related classifications.

**Note:** This project is nearing completion.





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### **Comprehensive Classification and Compensation Study City of Camarillo, California**

Evergreen Solutions was retained by the City of Camarillo to conduct a Comprehensive Classification and Compensation Study. The study assessed the current classification schedule and pinpointed needed changes in job duties, titles, salaries, and benefits. The study also addressed the internal relationships within the organization to help determine proper equity in the classification and compensation system and also helped determine whether the existing salary and compensation schedule was competitive and consistent with comparable employers. In the end, Evergreen provided a defensible and technically sound basis for compensating employees within the City. Evergreen also evaluated the City's current pay for performance plan and provided alternative compensation recommendations, including Cost of Living Arrangement structures. 10 single job audits were conducted.



### **Compensation and Benefits Study City of San Rafael, California**

Evergreen Solutions was retained by the City of San Rafael to conduct a Compensation and Benefits Study. Evergreen analyzed whether the City's current pay and benefit plans were competitive in the market in order to better assist the City in retaining and attracting a talented workforce.



### **Classification and Compensation Consultant Services City of Hemet, California**

Evergreen Solutions is retained by the City of Hemet to provide Classification and Compensation Consultant Services for non-bargaining unit employees. Evergreen will review and modify the City's existing classification structure to include the establishment of appropriate job families, classification series, career ladders, and internal alignment/equity across departments; conduct a comprehensive total compensation survey, including benefits, of comparator cities for each classification; assess operational efficiency; make recommendations as to how to better utilize existing personnel; and provide recommendations for salary range adjustments based on study results; and develop a strategy for implementing the results.



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**Compensation Study  
City of Long Beach – Long Beach Management Association, California**

Evergreen Solutions was retained by the Long Beach Management Association to conduct a Compensation Study for its union employees in the Fleet Services Bureau.



**Classification and Compensation Study  
City of Yucaipa, California**

Evergreen Solutions is retained by the City of Yucaipa to conduct a Classification and Compensation Study. Evergreen will review current class specifications to ensure they are in line with current changes and requirements in the law, identify class specifications that need to be updated to reflect current job duties and requirements of the position, and include physical requirements and essential job functions to comply with the Americans with Disabilities Act (ADA). In addition, Evergreen will review the City's current organizational structure and provide recommendations to ensure it is efficient and effective.



**Classification and Compensation Study  
City of Boulder City, Nevada**

Evergreen Solutions was engaged with the City of Boulder City to conduct a Classification and Compensation Study. Evergreen's consultants conducted a job evaluation, classification review, and developed a compensation system for all positions and job classifications in order to make recommendations regarding the appropriateness, internal equity, and external competitiveness of the City's classification and compensation plans. Evergreen developed an updated and well-structured classification system as well as classification descriptions for all positions that is legally compliant (including Fair Labor Standards Act (FLSA) and Americans with Disabilities Act (ADA) requirements), internally aligned, reflective of contemporary standards, and accurately reflected current roles, responsibilities, duties, and qualifications. The study also reviewed the City's compensation structure by conducting a market salary survey using comparator agencies. The compensation study contained specific recommendations regarding the integration of all classifications into a clear compensation structure, with the goal of developing a clearly designed, internally equitable format that is flexible for career opportunity and future growth.



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### **Classification Study and Compensation Survey City of Page, Arizona**

Evergreen Solutions was engaged with the City of Page to conduct a Classification Study and a Compensation Survey for all employees. As part of the study, Evergreen conducted orientation sessions, focus groups, and interviews. Employees completed a Job Assessment Tool (JAT) in order to analyze job duties and revise the current classification structure. A salary and benefits survey was issued to local and regional employers to assess market competitiveness. Based on the findings from the classification and compensation review, a new pay plan as well as policies and procedures were recommended to the City.



### **Classification and Compensation Study (Included Gender Equity Analysis) City of Prescott, Arizona**

The City of Prescott retained Evergreen Solutions to conduct a Classification and Compensation Study, including the development of a compensation philosophy, to design and implement a comprehensive total compensation plan and to classify all positions appropriately within the plan structure. The study included a complete classification analysis using the Job Assessment Tool job valuation methodology as well as a statistical assessment of internal conditions and an assessment of external equity including salary and benefits surveys of competing organizations. The final report culminated in a series of findings and recommendations that were designed to alleviate any strains on the system and, if necessary, redesign or augment the existing system in place at the City of Prescott. **Note:** Evergreen also ensured that the solution that was recommended was equitable from a gender standpoint by doing an analysis of the data collected.



### **Compensation Study City of Flagstaff, Arizona**

City of Flagstaff was hired Evergreen Solutions to conduct a Compensation Study. Evergreen's consultants performed the following tasks: evaluated the current broadband pay plan structure; evaluated the current skill-based pay plan, public safety, and general 2080 pay plan structures; conducted a market salary survey of at least five other local government and private sector peer organizations; developed a plan for the City's strategic improvement, including the identification of highly competitive positions within the City; and developed recommendations and guidelines for the continued administration and maintenance of the compensation system.



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### **Compensation Study Town of Sahuarita, Arizona**

Evergreen Solutions was hired by the Town of Sahuarita to conduct a Compensation Study that is in alignment with the Town's Strategic Management Plan. Evergreen assisted the Town in developing a highly competitive pay philosophy to recruit and retain quality professional staff and surveyed the market to identify proper pay ranges in the public and private sector for similar classifications.



### **Classification, Compensation, and Benefits Study Yavapai County, Arizona**

Evergreen Solutions was engaged with Yavapai County to conduct a Classification, Compensation, and Benefits Study. The purpose of the study was to develop a clear, equitable, consistent and competitive classification and compensation structure that fosters the retention and recruitment of qualified individuals while providing opportunities for growth and development within the County. Evergreen worked with the County to develop a compensation structure that was fair, equitable, and competitive with other local governments in the surrounding geographic market area from which the County recruits. Evergreen further worked with the County to develop a classification system that facilitated ongoing compensation analysis and reporting based on similarly-situated employees, similar skills, qualifications, responsibilities, and pay, using job family grouping and EEO job categories and provided the County with a tool that the HR department could use to continue that job evaluation process.



### **Classification, Compensation, and Benefits Study Ogden City Corporation, Utah**

Evergreen Solutions was engaged with Ogden City Corporation to conduct a Classification, Compensation and Benefits Study. The goals of this study were to ensure that job descriptions accurately reflect actual duties and maintain compensation levels that are both internally and externally equitable.

Evergreen Solutions worked with Ogden City Corporation throughout four project phases that involved:

- conducting a job analysis, including building a classification plan;
- documenting a compensation philosophy;
- reviewing and analyzing the City's total compensation plan, including a market salary and benefits survey; and
- providing a comprehensive report containing recommendations, an implementation approach, and guidelines for maintaining classification and compensation policy updates and changes.



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### **Compensation Study City of Bend, Oregon**

Evergreen Solutions is retained by the City of Bend to conduct a Compensation Study. The objectives of the study are to assist the City in conducting a compensation study for all COBEA represented classification descriptions as prescribed by guidelines; and assist the City with conducting a compensation study for all non-represented classification descriptions. **Note:** This project is nearing completion.



### **Classification and Compensation and Equal Pay Study City of Albany, Oregon**

Evergreen Solutions was retained by the City of Albany to conduct a Classification and Compensation and Equal Pay Study. Evergreen's consultants reviewed current job descriptions and compensation structures to determine the need for modifications to assure external competitiveness and internal equity by performing the following tasks:

- reviewed current job descriptions to analyze knowledge, ability, education, experience, relevance, and hierarchical consistency;
- developed, distributed, and analyzed job specific questionnaires, as needed, and conducted in-person interviews of select staff to complete analysis;
- proposed, where appropriate, broad-banding of classifications, or combining classifications into a series, if beneficial to achieve alignment of similar positions;
- recommended additions, deletions, or modifications to existing classifications and made FLSA determinations (exempt or non-exempt status) for positions;
- surveyed comparator jurisdictions for both wages and total compensation;
- analyzed results and developed appropriate pay structures for City taking into account compression and internal equity;
- conducted equal pay analyses of recommended pay structures that complied with House Bill (HB) 2005 and its implementing administrative rules; and
- trained City HR staff on the methodology used to assess job classifications in order to maintain internal equity when adding, deleting, or modifying jobs in the future.



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### **Compensation and Classification Study Columbia County, Oregon**

Evergreen Solutions was retained by Columbia County to conduct a Compensation and Classification Study. Evergreen's consultants worked with the Compensation Study Committee (CoSC) to develop a compensation system for the County, evaluated current pay grades, conducted an equal pay analysis in compliance with the Oregon Equal Pay Law, and developed a classification system to facilitate the continued administration of the compensation analysis. Evergreen's consultants also assessed position titles and identified appropriate employee status in accordance with FLSA. Evergreen then developed multiple alternative recommendations and a communication plan as well as reviewed and developed different policies procedures and proposed different recommendations.



### **Classification and Compensation Study City of Ridgefield, Washington**

Evergreen Solutions was engaged with the City of Ridgefield to conduct a Classification and Compensation Study. The City had desired to maintain an internally and externally equitable, yet market competitive, classification and compensation plan. The City had strived to competitively recruit and retain employees who would provide the best service to the community. The City had not conducted an in-depth review of the classification and compensation structure since 2015-16 and since that time had grown from 37 to 52 FTE's, including seven (7) new classifications. In the end, Evergreen provided recommendations to update the City's classification and compensation structure in order to better retain and recruit qualified employees.



### **Total Compensation Study Spokane County, Washington**

Evergreen Solutions was retained by Spokane County to conduct a Total Compensation Study. Evergreen reviewed total Compensation (compensation and benefits) for 225 regular, full-time positions and recommended possible wage adjustments that align with the County's compensation philosophy. Additionally, Evergreen compared the County's benefits package with those offered in the same local market identified in the pay analysis. **Note:** Evergreen was again hired to conduct a Classification Study.



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### **Pay for Performance Study and Salary Survey City of Manitou Springs, Colorado**

Evergreen Solutions was retained by the City of Manitou Springs to develop a performance-based pay structure and conduct a salary survey. Evergreen made recommendations regarding enhancements needed to the City's current performance evaluation system and provided the City with a performance evaluation tool.



### **Classification and Compensation Study (Included Benefits Survey) Ouray County, Colorado**

Evergreen Solutions was engaged with Ouray County to conduct a Classification and Compensation study, including wages and benefits, for full-time and part-time employees of Ouray County. A job analysis was conducted using existing job descriptions to determine the best classifications for the work performed. Evergreen recommended the deletion of outdated or unnecessary jobs descriptions as well as the revision to current positions, if needed. In addition, a salary survey was conducted to ensure external market equity by comparing Ouray County to other county governments, local municipalities and local businesses as appropriate. Recommendations were provided to improve the fairness and equity in the current classification and compensation system.



### **Compensation Study Grand County, Colorado**

Evergreen Solutions was retained by Grand County to conduct a compensation study. Evergreen performed the following tasks: reviewed current personnel practices and policies that impacted pay and performance; reviewed legal provisions and requirements, including statutory requirements that could impact the study; conferred with the County Manager, Elected Officials, Department Heads and Human Resources Director in order to review input regarding their views of compensation problems and needs, and identified specific areas of concern; reviewed County jobs in order to prepare an appropriate pay survey and fringe benefit questionnaire; prepared a survey tool that sought entry level, mid-point and maximum pay for each key class included; performed analysis of pay and benefit data provided by peer organizations; prepared recommended pay grade and range schedules and assignments to pay grades for each class of work; determined appropriate internal relationships of the classes based upon classification factors; and developed a salary schedule or schedules that met the needs of the County's compensation program and related to the County's labor market.



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### **Classification and Compensation Consulting Services City of Albuquerque, New Mexico**

Evergreen Solutions is retained by the City of Albuquerque to provide Classification and Compensation Consulting Services. Evergreen's consultants will perform the following tasks: develop new classification and compensation structure (job families, pay plans, grades, steps as applicable) including recommendations for movement within structure; conduct a benchmarking analysis for placement of jobs within the new structure; assess and provide recommendations associated with Premium Pay programs including but not limited to hiring incentives, seniority-based pay (longevity pay), shift differential, etc.; recommend resources needed to manage compensation program into future (i.e., technology and human capital); review and update job descriptions to accurately reflect essential functions, minimum qualifications for education and experience, required knowledge, skills and abilities, special requirements, and physical and environmental conditions; ensure position descriptions are in full compliance with all applicable federal, state, local statutes and regulations, including the Fair Labor Standards Act (FLSA) exemption status and Americans with Disabilities Act (ADA); and ensure position descriptions are assigned within the classification system, reflecting equitable placement between various position responsibilities; provide a scoring mechanism for the placement of those positions in the classification system and a recommendation on updates thereafter. **Note:** Evergreen previously conducted a similar study for the City.



### **Salary and Benefits Survey City of Carlsbad, New Mexico**

Evergreen Solutions was retained by the City of Carlsbad to conduct a Salary and Benefits Survey. The study included the evaluation of 50 union positions as benchmarks against the private and public labor market in the State of New Mexico, and making recommendations to improve competitiveness in alignment with the City's strategic goals. Evergreen used private sector data from ERI for data that was unavailable from selected targets using a custom salary and benefits survey. In addition, Evergreen collected average actual salary data for the benchmarked positions. Evergreen's recommendations improved the competitiveness of the City and helped prepare the City for future recruitment challenges.



### **Comprehensive Compensation and Classification Study City of Santa Fe, New Mexico**

Evergreen Solutions was engaged by the City of Santa Fe to conduct a comprehensive compensation and classification study for all City 1,326 employees, including non-bargaining employees and those covered by collective bargaining agreements. Evergreen conducted orientations and focus groups with general employees, and interviewed department





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directors and other executive managers. Employees completed Job Assessment Tools, and supervisors completed Management Issues Tools, as needed. The data gathered through this process resulted in JAT scores for each job title, placement of each job into an internal hierarchy, and recommendations as needed for revisions to the current classification structure.

Evergreen also worked with City Human Resources staff to conduct a comprehensive salary survey. The results were combined with the internal hierarchy analysis to generate recommendations for a comprehensive compensation and classification structure. Evergreen provided detailed recommendations for the implementation of a new structure and related employee salary adjustments. Evergreen also assisted the City with implementation of a revised performance assessment system which include training with supervisors and staff, and creating and distributing performance appraisal factor weighting forms. **Note:** Evergreen was again hired in 2023 to conduct a Classification and Compensation Study for the City.



#### **Classification and Compensation Study City of Seguin, Texas**

Evergreen Solutions was hired to assist the City of Seguin in designing and implementing a comprehensive classification and compensation plan for its workforce of 330 full-time employees. The scope of the project included two major components: (1) Working with a City management team to revise the existing pay plan and structures; and (2) Evaluating current salary structure and compensation levels for all regular, classified positions and recommending appropriate adjustments.

Specifically, Evergreen's consultants reviewed the City's current classification/compensation plan; surveyed management and identified problem areas regarding the classification and compensation system; conducted a salary survey to ensure external equity; reviewed current policies and procedures; reviewed salary structure to determine appropriateness; and provided technical assistance and training to City staff to facilitate the implementation and the maintenance of the recommended system and procedures.



#### **Classification and Compensation Study City of Farmers Branch, Texas**

Evergreen Solutions was engaged with the City of Farmers Branch to conduct a Comprehensive Compensation and Classification Study. The primary objectives of the study were to: review and revise current classification system; determine relevant competitive markets; develop a custom compensation survey to distribute to peer organizations; propose guidelines for an improved or new compensation program and step/grade plan; and provide recommendations to keep the current pay structure competitive. In addition to the salary survey, Evergreen Solutions conducted a benefits survey of market peers in order to compare the City's current benefits to those of its peers.



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### **Compensation and Classification Study City of Coppell, Texas**

Evergreen Solutions was engaged with the City of Coppell to conduct a Compensation and Classification Study. Evergreen reviewed existing job functions by position as they pertained to the current and recommended structure; examined current market position using peer comparisons; developed a comprehensive labor market salary survey for the North Texas region that included other local municipalities; analyzed existing internal hierarchy based on job relationships and essential functions, identified problem areas within the internal hierarchy system and proposed implementation methods to correct identified problems; developed a pay plan; reviewed and recommended assignments of all positions to an appropriate pay grade, as well as made recommendation(s) for corresponding education and experience requirements by classification; reviewed and revised job descriptions; and recommended implementation strategies including calculating the cost of implementing the study results.



### **Compensation and Classification Study City of DeSoto, Texas**

Evergreen Solutions was engaged with the City of DeSoto to conduct a Compensation and Classification Study. Evergreen's consultants provided employee communication sessions and department head interviews, conducted a point factor job evaluation to determine internal equity, reviewed FLSA, conducted a salary survey to determine external equity, and developed a new pay structure based on survey results and job evaluation. In the end, Evergreen provided a final report that included fiscal impact estimates based on a variety of scenarios and materials for ongoing job evaluations system maintenance.



### **Comprehensive Compensation and Benefits Study City of Sachse, Texas**

Evergreen Solutions was hired by the City of Sachse to conduct a Comprehensive Compensation and Benefits Study. The study measured and provided an analysis on base salary, pay/step plans, employer-provided medical benefits packages and any other incentive-based compensation options, including "on call" pay. To ensure the project's validity and applicability, Evergreen conducted a compensation analysis using similar-sized local municipalities for comparison and recommended comparator cities for consideration.

The following study components were compared:

- pay ranges with comparator cities performing the same or similar functions;



- actual employee pay with comparator cities performing the same or similar functions;
- pay/step plans/special assignment pay with comparator cities performing the same or similar functions; and
- city-provided comprehensive employee benefits packages with comparator cities performing the same or similar functions.

Evergreen recommended pay structure features that provided opportunities for advancement while minimizing salary overlap between levels of responsibility.



#### **Classification and Compensation Study City of Pflugerville, Texas**

Evergreen Solutions was hired by the City of Pflugerville to conduct a Classification and Compensation Study for its workforce of over 300 full- and part-time employees. Evergreen analyzed each position within the City by conducting interviews and job audits; evaluated employee position descriptions and duties; interviewed department heads and managers; and assessed classifications within positions (I, II, III, or Lead, Foreman). Evergreen reviewed current job descriptions, focusing on the purpose, job scope, essential duties and responsibilities, education/training requirements, physical job requirements, and working conditions, determined FLSA status (exempt/non-exempt) for positions under federal regulations, and recommended which positions were essential positions in the event the City had a temporary closure. Based on this review, Evergreen presented a proposed classification structure to City management and incorporated input into the final classification document, including a cost analysis for positions that would require adjustments.

Evergreen surveyed the cities of Georgetown, Round Rock, Hutto, Cedar Park, Leander, San Marcos, and College Station to compare compensation and benefit structures in addition to minimum and maximum rates of pay for select positions and will soon make recommendations toward appropriate ranges for rates of pay for each position identified. This included a minimum, mid-point, and maximum, with 1<sup>st</sup> and 3<sup>rd</sup> quartile designations. A Salary Grade Chart was prepared based on these recommendations and was presented to management for final approval.



#### **Comprehensive Compensation and Benefits Study City of Rowlett, Texas**

Evergreen Solutions was engaged with the City of Rowlett to conduct a comprehensive compensation and benefits study. The primary goal of the study was to ensure that the City was recognized as an employer of



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choice that provides a viable, cost effective and competitive pay structure. The study measured and provided a compensation analysis on (a) base salary, (b) pay/step plans, (c) employer-provided medical benefits packages and (d) any other incentive-based compensation options, to include "on call" pay. Evergreen's consultants identified any weaknesses within the components of the City's existing compensation package that would negatively impact the organization's ability to attract and retain talented employees.



**Pay Structure Study  
City of Fate, Texas**

Evergreen was hired to develop a new pay plan for the City of Fate. Evergreen performed the following tasks: reviewed the City's salary data; created a new pay plan for the City; slotted current jobs into the new pay plan; and verified the internal equity of the new pay plan.



**Job Classification, Salary Survey, Compensation Plan Study Services  
City of Duncanville, Texas**

Evergreen Solutions was engaged with the City of Duncanville to provide professional Job Classification, Salary Survey, and Compensation Pay Plan Study Services that allowed the creation of a comprehensive job classification and compensation system and pay plans for employees within the City. Evergreen's consultants reviewed and analyzed the City's current structure and practices of job classifications and job descriptions including: conducting orientation sessions; providing questionnaires; conducting management and employee interviews; reviewing questionnaire responses with supervisory and management staff; performing a job analysis; and developing and/or revising job descriptions.

Evergreen prepared a customized market survey of salaries of the local and area municipalities that included all of the competitive markets where the city recruited employees. Evergreen established a system for an ongoing and easily understood maintenance of the new, or updated, pay plan that was easy for employees to understand and for managers to administer. The recommended pay plan effectively balanced market and internal equity, supported the classification system, and promoted an employee's perception of organizational fairness and equity in the City.



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### **A Classification and Compensation Pay Plan City of Amarillo, Texas**

Evergreen Solutions was engaged with the City of Amarillo to develop a Classification and Compensation Pay Plan. Evergreen's consultants: reviewed the City's existing classification/compensation system; worked with the City's Human Resources Director and staff to identify a market position for the City; gathered necessary information through the use of questionnaires, job audits, some personal interviews; discussed and determined the appropriate labor market for the compensation survey; analyzed existing internal hierarchy based on job relationships and proposed implementation methods to correct any identified specific problems; developed a pay plan identifying specific parameters; and reviewed and assigned all positions to an appropriate pay grade.

In the end, Evergreen recommended implementation strategies including calculating the cost of implementing the study and provided the Human Resources staff with training to maintain and revise the system, as needed.



### **Classification and Compensation Study City of Gonzales, Texas**

Evergreen Solutions was retained by the City of Gonzales to conduct classification and compensation study for all employees. Employees participate in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Classifications were reviewed, as needed, and FLSA determinations were made. Evergreen consultants conducted a market salary survey to identify pay ranges in the public and private sector in order to determine the appropriate pay levels for all included jobs in the City. Recommendations were provided to improve the fairness and equity within the City and a plan was provided to address maintenance of implemented changes to the City's classification and compensation system.



### **Human Resources Department Assessment (Classification and Compensation Services) City of Buda, Texas**

Evergreen was engaged with the City of Buda to conduct a Human Resources Department Assessment. Evergreen's consultants provided a job analysis questionnaire and procedures for future updating and new position creation and developed and fully defined a systematic procedure for evaluating positions using the "point factor method". A worksheet was developed for departments to request a job evaluation for upgrades within a position or for a new position for submission to Human Resources to ensure that job titles were consistently used on job descriptions and the pay plan.



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Evergreen further created a new cost effective, affordable compensation structure and management plan that was systematically and equitably acknowledge and rewarded an employee's performance and skills. Evergreen designed a compensation program that included a description and justification of the pay philosophy, a completed pay structure, and rules for moving employees through the pay structure based on their increasing contributions in support of the City. Evergreen consultant's gathered actual salary data from market surveys, local governmental agencies, benchmarked cities, and other appropriate data, as deemed necessary. The recommended compensation structure included a proposed training/career progression plan, including documentation as appropriate, and a plan that rewards employee performance fairly and equitably, with measures that can be documented.



#### **Classification and Compensation Study City of Lockhart, Texas**

Evergreen Solutions was retained by the City of Lockhart to conduct a classification and compensation study of its workforce. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. In addition, pay ranges were analyzed as well as benefits in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current system.



#### **Comprehensive Compensation Plan City of Padre Island, Texas**

Evergreen Solutions was retained by the City of South Padre Island to design and implement a comprehensive compensation plan for the City of South Padre Island that included a pay for performance component. The scope of this project included: working with an assigned committee to determine specific needs related to the City in regards to compensation; working with the committee to review and establish benchmark cities to be used in determining the City's "competitive market"; conducting a job analysis to establish pay grades/classification groups for all City positions; reviewing current compensation philosophy, policies and plan and work with assigned committee to determine City's compensation philosophy; conducting a customized market salary and benefit analysis for all full-time positions that included additional pay types (i.e. assignment pay, certification pay, education pay, etc.); recommending and identifying a competitive position within the market (i.e. percentile of market); recommending pay structures (grades/classification groups and pay ranges; developing a complete, market-sustainable compensation plan that included a pay for performance structure that rewards those employees with high performance; coordinating with the City to illustrate initial (single) and/or



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multi-year implementation cost scenarios; meeting with the assigned committee and preparing and presenting to City Council, as required; creating and providing administrative policies related detailing the complete compensation plan for insertion into the Employee Handbook; and providing comprehensive training for key City staff members for implementation and ongoing maintenance of the approved compensation plan.



**Classification, Compensation, and Benefits Study  
City of Portland, Texas**

Evergreen Solutions was engaged with the City of Portland (City) to conduct a Classification, Compensation and Benefits Study. Evergreen's consultants evaluated jobs within the City and the current pay and benefits structure. A market survey of salary and benefits was conducted among peers approved by the City. Based on the survey results, Evergreen made recommendations for changes to the current classification and compensation system, as well as provided a maintenance tool that the Human Resources Department to use to keep the system current and equitable. Training on this maintenance tool was also provided.



**Salary Survey and Pay for Performance Study  
City of Mont Belvieu, Texas**

Evergreen Solutions was retained by the City of Mont Belvieu to conduct a pay for performance study and a salary study. The study identified classifications that were below market and that need to be adjusted in order for the City to remain competitive among its market peers. In addition, Evergreen made recommendations regarding enhancements needed to the City's current performance evaluation system and provided the City with a performance evaluation tool. **Note:** Evergreen was again retained by the City in 2020 to conduct a Classification and Compensation Study.



**Comprehensive Classification and Compensation Study (Included  
staffing study)  
City of Odessa, Texas**

Evergreen Solutions was retained by the City of Odessa to conduct a Comprehensive Classification and Compensation Study. Evergreen's consultants reviewed the current classification structure and proposed retention, redesign, or replacement and reviewed all current compensation plans including non-salary/wage remuneration and non-cash components (benefits and perquisites) to develop an understanding of the organization's total compensation structure. Evergreen further performed the following tasks:



- reviewed current staffing levels for both public safety and non-public safety departments with regard to identified objective criteria and provided recommendations for consolidation or division of current departments, staff level changes, justifications for resulting staffing levels in each 10 department, and methodology for changing future staffing levels;
- delivered and designed implementation methodology and timelines for a competency-based system for applicable jobs which could be integrated into the classification and compensation deliverables;
- designed and delivered a performance evaluation system that could be used to drive the recommended classification and compensation career progression models; and
- designed and delivered a permanently licensed, software-based succession planning system which included components to identify positions to be monitored, evaluate personnel readiness, and manage organization-wide succession gaps and opportunities.



#### **Compensation and Classification Study City of Denton, Texas**

Evergreen Solutions was retained by the City of Denton to conduct a Compensation and Classification Study. Evergreen worked with the City to develop a communication strategy and plan that allowed the City to be informed and be as transparent as possible and solicited feedback and input from different levels of the City including employees, department directors/managers, and executive management. Evergreen conducted a comprehensive market compensation study and provided recommendations to ensure that the City's compensation system supports the City's mission, strategic objectives, and compensation philosophy. Evergreen further conducted a job analysis for 50 positions of concern to ensure appropriate pay grade classification and address internal equity concerns and will evaluate current pay grades, e.g. number of pay grades, including additions, deletions, and/or consolidations; appropriate spread between minimum and maximum of pay ranges, and recommended a strategy for improvements. Evergreen also reviewed and recommend solutions for a pay for performance system/process.





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### **Classification and Compensation Study City of Kingsville, Texas**

Evergreen Solutions was retained by the City of Kingsville to conduct a Classification and Compensation Study. Evergreen conducted a market salary survey and job analysis to determine internal and external equity and updated the City's personnel manual.



### **Employee Compensation Consulting Services Fort Bend County, Texas**

Evergreen was retained by Fort Bend County to provide employee compensation consulting services. Evergreen conducted the following tasks:

- reviewed current compensation plan including policy groups and salary structures;
- conducted Fair Labor Standards Act (FLSA) exempt/non-exempt status review of all positions;
- analyzed internal equity and possible compression issues;
- completed salary survey of City and County governments in the State of Texas as designated by the County;
- designed and executed a salary survey, analyzed results and made recommendations; and
- evaluated and determined each employee's proper step placement on the newly approved salary grade structure.



### **Compensation and Classification Study Brazoria County, Texas**

Evergreen was retained by the Brazoria County to conduct a Compensation and Classification Study. Evergreen developed a compensation program for the County, evaluated current pay grades, and developed a classification system to facilitate the ongoing compensation analysis. Evergreen assessed position titles and identified appropriate employee status in accordance with FLSA. Evergreen then developed multiple alternative recommendations and a communication plan. Finally, Evergreen reviewed and developed different policies procedures and proposed different recommendations.



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### **Salary Compensation Study Hood County, Texas**

Evergreen Solutions was engaged with Hood County to provide an update of their classification and compensation system. Evergreen evaluated the current system, collected and reviewed current environment data, and evaluated and built the projected classification plan. Evergreen identified a list of market survey benchmarks and conducted a market survey. Evergreen's consultants provided the County with the external assessment summary, developed strategic positioning recommendations, and developed and submitted draft and final reports and recommendations for compensation administration. Additionally, Evergreen updated and rewrote job descriptions, as necessary, based on our recommendations.



### **Comprehensive Pay Plan/Compensation Review City of Salina, Kansas**

Evergreen Solutions was engaged with the City of Salina to conduct a Comprehensive Pay Plan/Compensation Review. Evergreen performed an extensive compensation review that compared the City of Salina's positions with comparable positions of other local government entities, including other Kansas cities of comparable size; and, where applicable, comparable public and private sector positions in the competitive market area. A review of internal equity was also conducted and job descriptions were updated, as needed. Evergreen also conducted a gender/race equity study and provided recommendations on to the City on how to make the compensation structure more equitable.



### **Classification and Compensation Study Sedgwick County, Kansas**

Evergreen Solutions was retained by Sedgwick County to conduct classification and compensation study for approximately 2,766 employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Classifications were reviewed, as needed, and FLSA determinations were made. Evergreen consultants reviewed pay policies and practices and pay ranges in the public and private sector were analyzed to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity within the County and a plan was provided to address maintenance of implemented changes to the County's classification and compensation system. In addition, Evergreen provided County staff with the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system would be accomplished. **Note:** Evergreen was again hired in 2022 to conduct an update of the County's Classification and Compensation Plan. This study is nearing completion.



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### **Comprehensive Compensation Study Shawnee County, Kansas**

Evergreen Solutions was engaged with Shawnee County to conduct a Comprehensive Compensation Study. Evergreen conducted an external competitive market study for all current County positions to measure County pay versus market rates for each position. Evergreen further prepared cost proposals and alternatives for establishing market pay rates for each position within three years following completion of the study and provided training to Department Heads and Human Resource Director in plan implementation and maintenance as needed.



### **Classification and Compensation Study and Analysis City of Broken Arrow, Oklahoma**

Evergreen Solutions was retained by the City of Broken Arrow to conduct a Classification and Compensation Study and Analysis to evaluate the present salary structure as compared to the specific job market for comparable positions in the public sectors. Evergreen performed the following: reviewed all current job classifications, confirmed and recommended changes to hierarchical order of jobs using The City's evaluation system; established appropriate benchmarking standards and conducted salary surveys as needed for similar positions as required (prefer to assess duplicate benchmarks – both municipalities as well as local employers); identified potential pay compression issues and provided potential solutions; analyzed and recommended changes to the present compensation matrix and/or structure to meet the market analysis; and assessed potential impact of pending DOL changes.



### **Comprehensive Classification and Compensation Study City of Branson, Missouri**

The City of Branson hired Evergreen Solutions to conduct a Comprehensive Compensation and Classification Study to determine whether the City possessed a compensation and classification system that was both equitable as compared to the external competitive employment market as well as equitable internally. The study included a complete classification analysis using the Job Assessment Tool job valuation methodology as well as a statistical assessment of internal conditions and an assessment of external equity including a salary survey of competing organizations. The report culminated with a series of findings and recommendations that were designed to alleviate any strains on the system and, if necessary, redesign or augment the existing system in place at the City of Branson.



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### **Compensation Study City of Lee's Summit, Missouri**

The City of Lee's Summit retained Evergreen Solutions to conduct a Compensation Study to determine whether the City possessed a compensation and classification system that was equitable as compared to both the external competitive employment market as well as being internally equitable. The study included a complete classification analysis using the Job Assessment Tool and Management Issues Tool job valuation methodology as well as a statistical assessment of internal conditions and an assessment of external equity including both benefits and salary surveys of competing organizations. The report culminated with a series of findings and recommendations that were designed to alleviate any strains on the system and, if necessary, redesign or augment the existing systems in place at the City of Lee's Summit. Also included in this study was an evaluation of the City's performance evaluation system to include recommendations for improvement, revision of evaluation instruments and development of a brief training manual for the program.



### **Compensation and Benefits Study City of Dardenne Prairie, Missouri**

Evergreen Solutions was retained by the City of Dardenne Prairie to conduct a Compensation and Benefits Study. Evergreen reviewed the City's existing compensation and benefit plan, gathered necessary survey data from comparable municipalities in the St. Louis Metropolitan Area using a customized survey and recommended appropriate pay ranges for all positions (i.e., appropriate spread between minimum and maximum pay ranges and distance between steps, where appropriate). Evergreen further reviewed current job descriptions and titles and rewrote job descriptions to coincide with current responsibilities for each employee. Lastly, Evergreen provided the City with an Administration Manual with plan maintenance procedures.



### **Comprehensive Compensation Study City of Troy, Missouri**

Evergreen Solutions was engaged with the City of Troy to conduct a Comprehensive Compensation Study. Evergreen performed the following tasks:

- identified criteria that was used in selecting comparable entities. For example, entities with similar population, similar geography, a similar mix of residential and commercial properties, and similar work force;
- identified the process to normalize the data to adjust for differences in city population, size, or other differences from Troy;



- developed pay/productivity ratios for each City department that demonstrated how much salary was paid on average by each city for certain levels of service;
- performed a job analysis for each position and conducted interviews with employees;
- reviewed all job descriptions and created updated descriptions as needed;
- performed an organization-wide operational efficiency study and identified staffing levels that deviated significantly from that of comparable entities.
- performed a market salary survey to determine competitive salary levels for all positions;
- performed survey of market to compare the type of fringe benefits provided to comparable entity employees that included, but were not limited to, health insurance, dental, vision, life, vacation, sick leave, annual holidays, education reimbursement, training and work hours;
- updated the present salary schedule; and
- recommended compensation policy regarding salary caps.



#### **Compensation Study City of Jefferson, Missouri**

Evergreen Solutions was engaged with the City of Jefferson to conduct a Compensation Study. The primary focus area for this project to correct salary compression where it existed and external market benchmarking/analysis in order to update the City's compensation plan to make it more competitive. Evergreen's consultants analyzed the effectiveness of the existing salary structure and recommend changes, if needed, based on best practices for municipal organizations within the market.



#### **Compensation Study City of Fulton, Missouri**

Evergreen Solutions was retained by the City of Fulton to conduct a Compensation Study that also included a comparison of benefit offerings in the market. Evergreen evaluated employee compensation and right-size staffing in terms of comparability and competitiveness, both from an internal equity and market perspective for similar municipalities and positions in the region. Evergreen also conducted a gender/race equal-pay analysis and provide recommended pay structures.



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### **Classification and Compensation Study Jackson County, Missouri**

Evergreen was retained by Jackson County to conduct a classification and compensation study. Evergreen performed a job and analysis to ensure employee's duties and responsibilities were accurate. Evergreen updated job descriptions, reviewed the County's compensation structure, and provided recommendations to optimize the attraction and retention of employees. In the end, Evergreen prepared a report with findings and recommendations to improve the current classification and compensation system.



### **Comprehensive Compensation and Classification Study Jefferson County, Missouri**

Jefferson County retained Evergreen Solutions to conduct a Comprehensive Compensation and Classification Study to analyze the County's market competitiveness and internal equity. Located just 40 miles southwest of the City of St. Louis, the County possessed a unique set of challenges being on the border of more rural, suburban, and even metropolitan markets. Maintaining market competitive compensation and classification plans in these environments required special effort. With this in mind, this study included a comprehensive classification analysis using the Job Assessment Tool job valuation methodology in addition to a statistical assessment of current conditions. An assessment of external equity including a salary survey of competing organizations was conducted. The project concluded with a series of findings and recommendations that were designed to alleviate any strains on the system and, if necessary, redesign the existing system in place for the County.



### **Classification and Compensation Study St. Charles County, Missouri**

Evergreen Solutions was engaged with the St. Charles County Government to conduct a Classification and Compensation Study. The primary purpose of the study was to assist the County in the evaluation of its overall employee compensation and pay structure as compared to the market; to perform a job audit and analysis for each full-time position to determine appropriate classification; and to update/develop job descriptions in a standardized format that is ADA and FLSA compliant. At the conclusion of the study, Evergreen provided a recommended job evaluation plan that will allow the County to evaluate positions every two years as well as provided an administration manual with plan maintenance procedures and a summary document that could be used to communicate the compensation system change to current and future employees.



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### **Classification and Compensation Study City of Moline, Illinois**

Evergreen Solutions was retained by the City of Moline to conduct a Classification and Compensation Study. The objectives of the study were to: develop a new classification plan to provide consistency in the administration of the personnel system; ensure job descriptions accurately reflect the duties and responsibilities of the positions; review exempt status as defined by the Fair Labor Standards Act (FLSA) for certain positions; provide a compensation plan that assures proper internal relationships among classes; and provide recommendations concerning salary levels reasonably comparable to the Quad Cities area pay levels of major public employers.



### **Classification and Compensation Study Services City of Urbana, Illinois**

Evergreen Solutions was engaged with the City of Urbana to provide Classification and Compensation Study Services. The City of Urbana had sought to achieve the following goals: 1. Maintain a high level of employee satisfaction by providing a classification and compensation system that is both fair and competitive. 2. Demonstrate fiscal responsibility to the community by providing a classification and compensation system that makes the best of The City's financial resources. 3. Ensure a close alignment between pay and performance by providing a classification and compensation system that rewards merit.



### **Compensation Study and Analysis McLean County, Illinois**

Evergreen Solutions was engaged with McLean County to conduct a Compensation Study and Analysis. Evergreen's consultants performed a comprehensive, valid and reliable job analysis/evaluation of each job class within the County to determine whether the current pay grade levels for all classified and appointed positions were still appropriate and conducted a comprehensive wage and benefits survey(s) for the purpose of ensuring that the County pay plans/pay structures and benefits possess external equity and labor market competitiveness. In the end, Evergreen developed a maintenance program to address the need for new job analysis/evaluation (including pay grade recommendation), creation of new job description(s), and the continued maintenance of the Pay Classification Plans.



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**Salary and Benefits Study  
City of Bloomington, Indiana**

Evergreen Solutions was retained by the City of Bloomington to conduct a Salary and Benefits Study. Evergreen examined the wages and benefits of the City's employees (including transit) as compared to public and private sector entities in Indiana and surrounding areas to determine whether the City's wages and benefits were competitive in the market.



**Employee Compensation and Classification Study  
Mahoning County, Ohio**

Evergreen Solutions was retained by Mahoning County to conduct an Employee Compensation and Classification Study for all the County's 1,746 employees. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. Pay ranges were further analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Evergreen's consultants also reviewed and updated existing job descriptions and determined FLSA designations for each job title/classification. Evergreen designed an implementation strategy for the compensation system with the lowest financial impact on the County's operating budget and with the greatest gain to positions that fell outside of a designated range. In the end, recommendations were made to improve the fairness and equity in the current system.



**Compensation Study  
City of White House, Tennessee**

Evergreen Solutions is retained by the City of White House to conduct a Compensation Study. Evergreen will review Total Compensation (compensation and benefits) for City employees and provide recommendations of possible wage adjustments that will align with the City's compensation philosophy. Evergreen will provide a valid analysis of where the City of White House stands relative to peer municipalities regarding compensation of employees in both base pay and total compensation packages.





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### **Classification and Compensation Study Services City of Murfreesboro, Tennessee**

Evergreen Solutions was engaged with the City of Murfreesboro to provide Classification and Compensation Study Services. Evergreen conducted a compensation survey by identifying comparable organizations and competitive labor markets for selected position classifications and evaluated the pay structure relative to current labor market conditions to assure the City remains competitive for hiring at various grade levels of employment, including compensation analysis and reporting based on similarly situated employees, similar skills, qualifications, responsibilities, and pay, using job family groupings and EEO job categories that comport with EEOC guidelines for government employers.



### **Compensation and Classification Consulting Services City of Clarksville, Tennessee**

Evergreen Solutions was engaged with the City of Clarksville to provide Compensation and Classification Consulting Services. Evergreen reviewed the City's current compensation plan and gathered necessary salary data from comparable organizations within a 200-mile radius. Evergreen further evaluated the City's current classification positions, gathered necessary employee information using a combination of job analysis questionnaires as well as supervisor and employee interviews to determine whether individuals are appropriately classified. Evergreen further updated job descriptions and made FLSA determinations.



### **Employee Classification and Compensation Study Blount County, Tennessee**

Evergreen Solutions was retained by Blount County to conduct an Employee Classification and Compensation Study for its workforce. Evergreen conducted focus groups and interviews with employees and employees completed a Job Assessment Tool (JAT) that identified work performed. Evergreen presented to the Human Resources Director and Mayor any resultant classifications recommended in the classification study and provided for the maintenance of the new structure, including periodic review, reclassification review procedure and promotion guidelines.

For the compensation study, Evergreen identified survey labor market and benchmark classes to use for a market analysis; conducted a comprehensive compensation search utilizing other similar public sector employers; completed internal salary relationship analysis, including the development of appropriate internal relationship guidelines; developed externally competitive and internally equitable salary recommendations for each class included within the study in order to maintain appropriate competitive position in relation to other employers within the region; and assigned a salary range to each classification which reflected the results



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of the market survey and the analysis of internal relationships. Evergreen presented survey results to management to make a decision on overall pay philosophy. In the end, Evergreen recommended appropriate premium pay options to supplement the compensation plan. Examples included options for pay for certifications, professional licenses, special skills, temporary "acting" assignment at higher level duties, "on-call" and "callout" pay, pay alternatives for exempt level workers not normally eligible for overtime, and similar pay practices. **Note:** Evergreen was again hired in 2019 to conduct a Compensation Plan Update.



**Compensation Study  
County of Montgomery, Pennsylvania**

Evergreen Solutions was retained by the County of Montgomery to conduct a Compensation Study. The study included an examination of the County's compensation plan in order to provide recommendations for compensation policies, procedures and practices that provided internal equity and allowed the County to be competitive in the marketplace for attracting and retaining qualified employees

Evergreen recommended and identified a market position for Montgomery County by administering a comprehensive labor market salary survey to select public and private sector peers. Evergreen also conducted a comparative analysis of benefits provided in the market that included PTO, health, dental, vision and prescription, including percentage of contribution between employee and employer, long term disability (LTD), life insurance and pension benefits. Evergreen then recommended appropriate salary ranges (i.e., min, mid, and max) for all non-represented classifications. Evergreen prepared a cost analysis for the recommended salary ranges.



**Comprehensive Total Compensation Study  
Cumberland County, Pennsylvania**

Evergreen Solutions was engaged with Cumberland County to conduct a Comprehensive Total Compensation Study. The primary focus for this study was to review internal equity and correct salary compression where it existed, as well as to conduct an external market analysis.



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### **Classification and Compensation Study and Analysis Town of Bridgewater, Massachusetts**

Evergreen Solutions was retained by the Town of Bridgewater to conduct a Classification and Compensation Study and Analysis. The purpose of study was to address changes in Town operations and staffing over the past several years, which might have affected the type, scope, and level of work being performed and to also address Police and Fire compensation that took into account the various benefits.

The objectives of the study were to: attract and retain qualified employees; ensure positions performing similar work with essentially the same level of complexity, responsibility, authority, and knowledge, skills, and abilities are classified together; provide salaries commensurate with assigned duties; clearly outline promotional opportunities and provide recognizable compensation growth; provide justifiable pay differential between individual classes; and maintain a competitive position with other comparable government entities and private employers within the same general geographic areas.



### **Job Classification and Compensation Study Town of Wethersfield, Connecticut**

Evergreen Solutions was retained by the Town of Wethersfield to conduct a Job Classification and Compensation Study. The objectives of the study were to conduct a total compensation plan structure which would provide both internal and external equity, establish a classification system that would accurately describe the duties, knowledge, skills, abilities and minimum qualifications required for each job class, determine and implement a program of accurate job descriptions based on job analysis, and develop a maintenance program for job descriptions and classification recommendations.



### **Classification and Total Compensation Review City of Manchester, New Hampshire**

Evergreen Solutions is retained by the City of Manchester to conduct a Classification and Total Compensation Review. Evergreen will perform the following tasks in order to achieve the City's goals: conduct a job analysis, update, and evaluation; comprehensive wage, benefits, and PTO market survey and comparisons; develop a compensation philosophy and communication plan; revise performance assessment and evaluation system; provide tools and training; and provide recommendations and reports. **Note:** This project is nearing completion.



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### **Classification and Compensation Study Services City of Westminster, Maryland**

Evergreen Solutions was retained by the City of Westminster to provide Classification and Compensation Study Services. The scope of work included the review and updating of the City's current job descriptions as well as providing technical assistance in the development of a comprehensive performance evaluation system to integrate with the new classification system. The primary study objectives for this study was to:

- develop a formal compensation philosophy for adoption by the Mayor and Common Council;
- identify comparable benchmark employers to guide the City's future employee salary and benefit decisions to facilitate the attraction and retention of high-performance staff members, while being financially sustainable;
- establish a comprehensive job classification system using the approved job evaluation system that accommodates the City's needs for an internally and externally equitable, defensible, market sensitive, and easily administered system for all current and future positions within the City;
- train Human Resources staff to apply the adopted compensation philosophy to maintain the adopted classification and compensation system; and
- provide legally defensible classification specifications (ADA, FLSA, and any other applicable federal and state laws).

**Note:** Evergreen was again hired in early 2021 to conduct a Compensation Plan update.



### **Salary and Benefits Review, and Analysis City of Hyattsville, Maryland**

Evergreen Solutions was hired in 2013 by the City of Hyattsville to conduct a Salary and Benefits Review and Analysis of all classifications. The process included a comprehensive review of market compensation averages using a detailed duties-based salary survey approach as well as a comprehensive benefits survey. Market position was determined, a compensation philosophy was developed and strategic positioning recommendations were made with the goal of providing the City a more equitable compensation model. **Note:** Evergreen was again hired in 2016 to conduct a Compensation System Analysis for the City.



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### **Classification and Compensation Plan Review City of Annapolis, Maryland**

Evergreen Solutions was engaged with the City of Annapolis to conduct a Classification and Compensation Plan Review. The primary objectives of the study were to: review and revise the current classification system; review and revise job descriptions; determine relevant competitive markets by conducting a salary survey of selected peer organizations; propose guidelines for an improved or new compensation program; and provide recommendations to keep the current pay structure competitive.



### **Classification and Compensation Study Prince George's County, Maryland**

Evergreen Solutions is retained by Prince George's County to conduct a Classification and Compensation Study. Evergreen will perform the following tasks: conduct a job analysis to establish and/or redefine grades, classifications groups, and job relationships; identify benchmark jobs from each grade/classification to survey in the market; determine a relevant job market; conduct a customized market salary survey; perform survey data analysis and recommend appropriate pay structures; provide a cost analysis of all recommendations; and present a final report to the County. Evergreen will also provide recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan.



### **Compensation Study Allegany County, Maryland**

Allegany County contracted with Evergreen Solutions to conduct a Comprehensive Compensation Study and analysis for the Office of the Sheriff. The Office of the Sheriff included the primary functional areas of Road Patrol and Correction Deputies at the county correctional facility. Evergreen understood that the Office of the Sheriff faced competitive pressure from other area law enforcement agencies. To alleviate this pressure, Evergreen designed a salary survey instrument and distributed it to an approved list of local peers. The survey took into account total compensation, including supplemental pay, insurance benefits, retirement, leave, and other tangible benefits. The results of the survey and the subsequently prepared report provided the County with recommendations to improve their competitive position and ability to recruit the best and brightest available persons for these key areas.



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### **Wages and Salary Scale Study Washington County, Maryland**

Evergreen Solutions was retained by Washington County to conduct a comprehensive study of the County's wages as they related to neighboring jurisdiction's wages and salaries—the purpose of which was to assure adequacy of pay and employee wages when compared to area private and public employees. Evergreen met with each Division Director to gather information regarding pay issues that were unique to their departments. Evergreen conducted a brief review of the method of classifying positions to ensure its adequacy in today's pay and classification environment. Using the current or revised classification system, Evergreen evaluated all positions and placed them in an appropriate "grade". Evergreen recommended a system the County could use in the years to come to evaluate job positions.



### **Classification, Compensation, and Benefits Survey Kent County Levy Court, Delaware**

Evergreen Solutions was hired by Kent County Levy Court (KCLC) in Dover, Delaware to conduct a Classification, Compensation, and Benefits Study. Evergreen's consultants reviewed all current classification specifications and analyzed, documented, and validated the same for distinguishing characteristics, position definition and purpose, knowledge, skills, abilities, essential job functions, minimum qualifications, education and experience relevance and hierarchal consistency, conformity with ADA language relative to essential job functions (including physical and intellectual requirements), working/environmental conditions, supervision received and exercised, standby/call back responsibilities, and special requirements including licensing, regulatory, and certification requirements.

Evergreen conducted on-site interviews with employees, as well as appropriate supervisor and management personnel, to verify/clarify information received in the questionnaires and to ensure information regarding organizational structure, supervision, essential job duties, and working environment was accurately captured and reflected in the descriptions that were developed. Evergreen recommended updates proposed a new system utilizing a standardized rating system that analyzed each position against multiple evaluation criteria.

Evergreen also conducted a market salary and benefits survey of public sector organizations comparable to the County in size, population, economic climate, proximity to major cities, etc. The market survey included the hours worked per week by employees in each position in those comparable communities—in an effort to consider both internal and external equity—and was used to compare base annual salary for each position included in the study by minimum, midpoint, and maximum.

Utilizing the market survey results, comparable job descriptions, and other data collected, Evergreen prepared a recommended compensation



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plan design and salary schedule to correspond to the classification plan and customized to reflect the County's pay progression policy and compensation philosophy. Evergreen recommended the vertical salary relationship and/or differentials between classes in each class series. In the end, Evergreen provided KCLC with a final report that included specific, itemized recommendations, including a discussion of the methods, techniques, and data used to develop the classification and compensation plan and benefits program.



**Classification and Compensation Study  
City of Falls Church, Virginia**

Evergreen Solutions was engaged with the City of Falls Church to conduct a Classification and Compensation Study. Evergreen's consultants evaluated the City's present classification system and compensation structure as it compared to the local and regional job market for comparable public sector employers, municipalities and local market competitors. In addition, Evergreen evaluated all positions to determine the relative worth in the City for internal equity and establish pay ranges and progression within the ranges. Evergreen further conducted an analysis of gender pay equity and provided recommendations to the City.



**Pay and Classification Study  
City of Williamsburg, Virginia**

Evergreen Solutions was retained by the City of Williamsburg to conduct a Pay and Classification Study. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. In addition, pay ranges were analyzed in the marketplace to determine the appropriate pay levels for all jobs. Recommendations were provided to improve the fairness and equity in the current classification and compensation system.



**Classification and Compensation Study  
City of Fredericksburg, Virginia**

Evergreen Solutions was engaged with the City of Fredericksburg to conduct a Classification and Compensation Study. Evergreen conducted a full job analysis of City positions and revised, if necessary, existing job descriptions based upon the findings of the job analysis. Evergreen also surveyed the local labor market to ensure that the City's overall package of compensation and benefits was competitive and evaluated whether the City's current human resources policies were affecting the City's ability to compete in the labor marketplace. Evergreen assisted the City



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in updating its current classification and compensation plan and developing a strategy to increase employees' pay to a competitive level that aligned with the results of the study. Evergreen provided recommendations to the overall classification and compensation plan that provided internal equity and that was competitive in the marketplace to attract and retain qualified employees.



**Classification and Compensation Study  
County of Culpeper, Virginia**

Culpeper County retained Evergreen Solutions to assist with a comprehensive classification and compensation study of all its employees. The study involved conducting a job analysis through desk audits, interviews, and focus groups. A more detailed analysis was performed on clerical and law enforcement staff. A salary and benefits survey was also issued to peers to assess the County's current market position. Recommendations were made for all employees to address job and compensation changes. **Note:** Evergreen was recently hired to conduct a Classification and Compensation Study.



**Classification and Compensation Study  
Gloucester County, Virginia**

Evergreen Solutions was retained by Gloucester County to conduct a detailed compensation and classification analysis of its non-faculty employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Pay ranges and benefits offerings were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity.



**Compensation Study  
Louisa County, Virginia**

Evergreen Solutions was retained by the Louisa County to conduct a Compensation Study. Evergreen's consultants reviewed the effectiveness of the County's current pay plan as it related to the market competitiveness for attracting and retaining quality employees. Pay ranges as well as benefits were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current compensation system.





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### **Classification and Compensation Study Essex County, Virginia**

Evergreen Solutions was hired by Essex County to conduct a Classification and Compensation Study that will allow the County to be competitive in the marketplace in attracting and retaining qualified employees. Evergreen's consultants will perform the following: survey each unique job class to determine a definition of the job class, essential functions, education requirements, experience, knowledge, skills, and abilities, and review and update existing job descriptions, as needed; review the County's current pay practices including overtime pay, awarding compensatory time, half-time pay for emergency services, and all other pay for public safety; prepare a cost analysis for employees in positions that fall below the proposed minimum salaries following reclassification; and recommend appropriate salary range for each existing or proposed position based on the classification plan, the compensation survey results, and internal relationships and equity.



### **Classification and Compensation Study (Phase I) Loudoun County, Virginia**

Evergreen Solutions was engaged with Loudoun County to conduct a Classification and Compensation Study. Evergreen conducted a comprehensive review and evaluation of the County's compensation philosophy and competitive market and made recommendations to retain, modify and/or change the compensation philosophy and/or competitive market. Evergreen also conducted a comprehensive review and evaluation of policies governing the County's total compensation program (pay and benefits offerings) and classification system; benchmarked the elements of the County's total compensation and classification program against its current competitive market and other potential competitor jurisdictions; and made recommendations to retain, modify and/or change elements of the total compensation and classification program.

Evergreen further conducted a comprehensive review and an evaluation of the County's performance plan system; benchmarked the County's system against the job description systems of its competitive market and other potential competitor jurisdictions; and made recommendations to retain, modify, or change the current system. In the end, Evergreen provided comprehensive recommendations for modifying classification and compensation policies and procedures.



### **Classification and Compensation Study (Phase II) Loudoun County, Virginia**

Evergreen Solutions was again hired by Loudoun County to conduct a Classification and Compensation Study (Phase II). Evergreen accomplished the objectives of the Phase II of the study by performing the following tasks:



- developed recommendations on a strategy to implement and administer a compensation philosophy range of 95 percent to 105 percent of the comparator market.
- conducted a comprehensive benchmark market analysis of all County jobs.
- developed a new market competitive pay plan to include an open range pay plan for the general workforce and a "grade and step" pay plan for Public Safety positions.
- provided recommendations for any additional pay incentives and supplements that assisted in maintaining competitive pay as described in Loudoun's compensation philosophy.
- reached out to peers for information relating to pay grades, pay policies, and benefits information.
- developed a new comprehensive classification system that allows for more levels and specificity within and across each job group, to include the development of standardized job descriptions.
- obtained an analysis of pay compression within the County and recommendations for addressing pay compression once a new pay plan was implemented; and
- developed recommendations for revisions to the Board approved classification and compensation policies found in Chapter 5 of the Human Resources Handbook.



#### **Classification and Compensation Study Chesterfield County, Virginia**

Evergreen Solutions was on contract with Chesterfield County to conduct a Classification and Compensation Study and Pay Plan Development for Public Safety. The study included an examination of the County's classification and compensation system in order to make recommendations for compensation policies, practices, and procedures; and develop a Public Safety Pay Plan. Evergreen worked with the County to develop a comprehensive plan for County employees based upon an objective analysis and thorough evaluation of job content and internal equity. Evergreen reviewed current job descriptions, salary relationships, classifications, and grade methodology. Based on this review and a compression analysis, Evergreen recommended pay and classification strategies for the County. Evergreen also identified and recommended pay incentives and supplements for employees and policies and procedures to administer the new Public Safety Pay Plan.

**Note:** Evergreen was again hired in 2021 by Chesterfield County and Chesterfield County Public Schools to conduct a Compensation Study.



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### **Pay Equity Analysis Model for Fire and Police City of Raleigh, North Carolina**

The City of Raleigh retained Evergreen Solutions to analyze compression in its fire and police pay plans and recommend conversion options for open range pay plans. The study included a comprehensive review of employee placement, promotional practices, and systematic inequities. Evergreen Solutions recommended several alternatives for improving current pay differentials and managing City pay practices in the future. **Note:** Evergreen was also hired in 2020 to review the organizational structure of the Transportation Planning Service Unit. In addition, Evergreen was again hired in the latter part of 2020 to provide compensation and classification plan review and guidance to the City.



### **Classification and Compensation Study City of Rocky Mount, North Carolina**

Evergreen Solutions was retained by the City of Rocky Mount to conduct a Classification and Compensation Study. Evergreen's consultants conducted a comprehensive salary study of appropriate public and private sector organizations as well as non-profits and utilities to determine whether the City's salaries, benefits and wages were competitive within the appropriate job market and reviewed the effectiveness of the City's overall compensation system. Evergreen further reviewed the City's salary structure and pay plan to ensure the City can support recruitment and retention of employees more effectively and reviewed the accuracy of position titles and descriptions regarding unique characteristics of the position, essential job functions, minimum qualifications, working conditions, licensing requirements, on-call requirements, and supervisory requirements, etc. Evergreen also provided an analysis of the existing internal hierarchy and internal career ladders where appropriate and assisted the city with efforts to more fully develop and clearly outline job progression opportunities and provide recognizable compensation growth. In the end, Evergreen developed and presented final recommendations with an implementation plan that included the impact of implementing recommended adjustments to current salaries both immediately and in the future.



### **Compensation and Classification Study City of Goldsboro, North Carolina**

Evergreen Solutions was engaged with the City of Goldsboro to conduct a Compensation and Classification Study. Evergreen's consultants evaluated the current compensation and classification systems for the City; conducted a market survey of comparable peer organizations; developed a final report that outlined the methodology used to conduct the compensation and classification study, documented the results of the study, including all market research; and developed recommendations for the administration of the updated compensation and classification systems.



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**Classification and Compensation Study  
City of Hendersonville, North Carolina**

Evergreen Solutions was retained by the City of Hendersonville to conduct a Classification and Compensation Study. The study included the review of the existing classification plan, position descriptions and methods of reclassification, the performance of a salary study and the preparation of pay plan schedules, job descriptions.



**Classification and Compensation Study  
City of Southport, North Carolina**

Evergreen is retained by the City of Southport to conduct a Classification and Compensation Study. Evergreen will review the current organization's environment data, evaluate, and build a projected classification plan, conduct a market salary survey, develop strategic positioning recommendations and recommendations for compensation administration, and provide revised class descriptions and FLSA determinations.



**Pay and Classification Study  
Buncombe County, North Carolina**

Evergreen Solutions was retained by Buncombe County to conduct a Pay and Classification Study. Evergreen Solutions conducted a classification analysis using Evergreen Solutions' Job Assessment Tool job evaluation methodology in addition to a statistical assessment of current conditions. Evergreen Solutions also analyzed local market and benefits data taken from peer organizations to determine the appropriate compensation levels for benchmark positions. Recommendations for adjustments to the compensation and classifications plan were made and procedures for the continued maintenance of the plans were provided. **Note:** Evergreen was again hired in 2023 to conduct a Compensation Plan Update.



**Comprehensive Position Classification and Compensation Study  
Gaston County, North Carolina**

Evergreen Solutions was engaged with Gaston County to conduct a Comprehensive Position Classification and Compensation Study for its employees (1,410 full-time, 46 part-time, and 143 temporary). The primary objective of the study was to implement a fair, consistent, competitive, equitable, and legally defensible classification and compensation system that allowed the County to attract, reward and retain qualified individuals. To accomplish this, Evergreen Solutions' consultants performed a comprehensive review of the County's



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classification and compensation system which included conducting an internal equity analysis of employee salaries.

Evergreen conducted a market analysis in which the County's salary ranges and benefit offerings were compared to the salary ranges and benefit offerings at peer organizations. Evergreen Solutions provided recommendations to create a system that not only aligned with the State of North Carolina's substantially equivalency requirement, but allowed for flexibility so as not to inhibit those departments that were not required to have this alignment.



#### **Classification and Compensation Study and Benefits Survey New Hanover County, North Carolina**

Evergreen Solutions was retained by New Hanover County and the New Hanover Alcohol Beverage Control Board to conduct a Classification and Compensation Study for its employees. Evergreen Solutions' consultants conducted an employee classification and compensation study of public and private employers who were providing equitable services and, based on that study and determined if individualized position/job descriptions were needed, and if so, assisted in the development of those descriptions. Evergreen Solutions prepared a comprehensive analysis that identified New Hanover County's competitive position in the labor market and provided a recommendation for total salaries and benefits, including the total compensation package of insurance and other benefits (including paid leave), and prepared recommendations for compensation policies, including variable incentive pay options, to maintain competitiveness, reward employees, and ensure equity.

Select County and ABC Board members were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system could be accomplished.

**Note:** Evergreen was again hired in 2022 to conduct an update of the County's Classification and Compensation plans.



#### **Compensation, Classification, and Benefits Study Haywood County, North Carolina**

Evergreen Solutions was retained by Haywood County to conduct a Compensation, Classification and Benefits Study. Evergreen's consultants reviewed the County's current pay grades and classification information; conducted salary and benefits surveys of the County's peers; made recommendations to update or restructure the County's pay grades and classification system; and provided revised job descriptions for the updated/restructured classification system.



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### **Classification System and Pay Plan Development Franklin County, North Carolina**

Evergreen Solutions was retained by Franklin County to conduct a Classification System and Pay Plan Development Study. The Evergreen Team worked with the County to obtain the current classification system and pay plans. After an initial assessment, Evergreen consultants collected data using the Job Assessment Tool® and conducted market salary and benefits surveys to develop recommendations strategic positioning, a new job classification, and compensation and position evaluation system based on analyses of the data gathered.



### **Compensation and Classification Study Transylvania County, North Carolina**

Evergreen was retained by the Transylvania County to conduct a Compensation and Classification Study. Evergreen evaluated the current compensation and classification plan and identified classification of existing positions. Evergreen identified appropriate benchmarking standards and conducted a total compensation survey with comparable municipalities and private sector employers, when applicable. Survey data was provided to the County in a usable electronic format for analysis for each position. Evergreen conducted a solution analysis and developed strategic positioning recommendations. Evergreen reviewed the total compensation system, identified potential pay compression and/or inequities (both internally and to the market), and provided recommendations.



### **Classification, Compensation and Benefits Study (Includes a Staffing Study) City of Clemson, South Carolina**

Evergreen Solutions is retained by the City of Clemson to conduct a Classification and Compensation Study and Staffing Study. Evergreen will review the existing classification and compensation plan to ensure that all positions within the City are internally equitable and externally competitive. The objective is to have a creditable Classification and Compensation Plan that ensures positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills and abilities are classified together; provides salaries commensurate with assigned duties and provides recognizable compensational growth, provides justifiable pay differential between individual classes and maintains currency with relevant labor markets. The end product of the study will include recommendations for the following: a classification schedule, job descriptions, a wage comparison with comparable cities/towns and a compensation plan.

The staffing study will document and review existing operations of the City through a collection of Key Performance Indicators (KPIs) and other outcome-related data. Evergreen will develop and collect the staffing and



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outcome survey and will analyze peer data to determine the relevant staffing range for each department/function, service, and level. Evergreen will review the results collected and develop recommendations that identify all gaps between the current and desired staffing by level and functional area of the City.



**Classification and Compensation Study  
City of Lancaster, South Carolina**

Evergreen Solutions was retained by City of Lancaster, SC to conduct a detailed compensation and classification analysis of its employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. In addition, pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity.



**Classification and Compensation Study  
City of Chester, South Carolina**

Evergreen Solutions was engaged by the City of Chester to conduct a comprehensive compensation and classification study for all City employees. The Evergreen Team conducted orientations and focus groups with general employees. Employees completed Job Assessment Tools, and supervisors completed Management Issues Tools, as needed. The data gathered through this process resulted in JAT scores for each job title, placement of each job into an internal hierarchy, and potential recommendations for revision to the current classification structure. Evergreen Solutions also conducted a comprehensive salary survey. The results will be combined with the internal hierarchy to help generate recommendations for a comprehensive compensation and classification structure. The Evergreen Team provided detailed recommendations for implementation of the new structure and related employee salary adjustments.



**Comprehensive Classification, Compensation, Performance Management  
and Benefits Study  
City of Columbia, South Carolina**

Evergreen Solutions was retained by the City of Columbia to conduct a comprehensive evaluation of the City's current compensation and classification structure for its 2,352 employees. The primary objective of the study was to determine whether the City's current pay structure, policies, and practices were effective as compared to peer organizations or whether future adjustments were needed. Evergreen's consultants conducted a job-task analysis/job audit of all employee positions to verify and validate information from existing job descriptions. Based on the data collected, Evergreen defined the essential functions of the job



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class, including, required education, experience, knowledge, skills, and abilities, to ensure compliance with ADA regulations; identified discrepancies between existing and proposed classifications; reported areas that were understaffed or under-utilized; identified management, supervisory, professional, technical and general employees, including each employee's FLSA status (exempt/non-exempt); evaluated and recommended other programs that could be implemented by the City to attract candidates for hard-to-recruit positions; and developed a tool that the City could utilize to evaluate and process future reclassifications. To ensure external equity, Evergreen consultants compared the City to what other local jurisdictions were doing as it related to salary ranges, steps within ranges, and range spread, and listed options and made recommendations that could improve the City's position in the market and its ability to recruit and retain qualified employees. Evergreen reviewed policies and procedures to determine consistency with prevalent practices among City governments and other local jurisdictions related to setting salaries for new hires, and handling transfers, promotions, additional duty pay and retroactive adjustments.

Evergreen also developed and recommended a new and revised performance appraisal instrument(s) that would support the City's mission and strategic objectives and the City's compensation philosophy, and would work in concert with the classification and pay system that was established. Evergreen consultants worked with the Human Resources Department and other City officials to link the proposed performance evaluation system to the pay structure, and identified any real or perceived internal equity and salary compression issues within the City's various departments/offices, and listed options to address such questions as to how these issues were addressed by other municipalities.

In the end, Evergreen provided recommendations to the classification and compensation structure along with associated costs or savings of implementing those recommendations. Evergreen also provided training/education presentations to managers and senior management staff to ensure that there was an understanding and commitment to the new classification and compensation system. **Note:** Evergreen Solutions was again hired in 2022 to conduct a Compensation Study.



#### **Compensation and Classification Study City of Mauldin, South Carolina**

The City of Mauldin retained Evergreen Solutions to provide oversight into the data collection process regarding compensation and classification as well as provide recommendations following the collection of the data for the City to transition into a purely merit-based pay system. The purpose of the study was to review the current structure that had not been updated in the last few years utilizing the position rating manual and position analysis questionnaire; review the salary survey methods and results collected from local municipalities and national IMCA data; verify overall grade placement and internal equity for the organization as a whole; ensure external equity with the marketplace; and provide oversight on transition to performance management, merit-pay system.





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As part of the study, Evergreen reviewed the materials provided by the City and gave feedback on best practices and market trends; analyzed internal equity data collected by City and gave feedback to address internal equity; reviewed salary survey data collected by the City for accuracy and provided insight regarding findings; developed the strategic position for the City utilizing collected data and desired intentions of the City; and assisted the City with developing transition plan.



**Classification and Compensation Study  
City of Goose Creek, South Carolina**

Evergreen Solutions was retained by the City of Goose Creek to conduct a Classification and Compensation Study. Evergreen reviewed the current classification system by including a job analysis, assessed job descriptions and made recommendations for changes; provided the tools necessary to maintain the classification system for future positions if a new classification system was recommended; and revised the current Compensation Plan based on the labor market. In the end, Evergreen provided recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan.



**Classification and Compensation Study/Wage and Benefits Study  
Town of Mount Pleasant, South Carolina**

Evergreen Solutions was hired in 2011 to assist the Town of Mount Pleasant to assist with a Compensation and Classification Study. The Evergreen Team conducted employee orientation sessions, focus groups, job analysis, market assessment, and provided recommendations. Evergreen was again hired in the later part of 2015 to conduct a Wage and Compensation Study and Benefits Survey. The purpose of the study was to evaluate the Town's present wage and compensation plan, as well as its benefit package against those of comparable municipalities and competitive businesses, analyze and amend job descriptions, and develop a recommendation for improving the Town's current performance evaluation process and the forms used in this process. Attention was paid to private employers that competed for similar, qualified employees in the labor markets comparable to the Town. Evergreen is providing ongoing support with regard to salary classification and creation of job descriptions for new positions as they occur, and reclassification of current positions when requested.



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### **Classification and Compensation Study Town of Hilton Head Island, South Carolina**

Evergreen Solutions was engaged with the Town of Hilton Head Island to conduct a Classification and Compensation Study for all its employees. The study included the following primary objectives: to conduct a thorough, complete and accurate class specifications/job descriptions for all positions; appropriate valuation of each position relative to other Town positions; and to develop a competitive total rewards package (salary and benefits) relative to similar positions in the market.

Evergreen provided written guidelines for maintaining class specifications/job descriptions, for evaluating/re-evaluating job class specifications/job descriptions and for maintaining model compensation structure (s). Evergreen further recommended pay administration policies to include, but not be limited to, policies regarding movement through ranges, adjustments within pay grades, adjustments for assumption of additional duties (temporary or permanent), reclassifications, promotions, transfers, demotions, career ladders, etc. and recommended reliable external market data sources for salary structure adjustments and determination of merit budget

Upon recommendation to the Town for the implementation of a new classification and compensation program, Evergreen's consultants reviewed current performance management system documentation and provided recommendations to strengthen link between pay and performance as appropriate. In addition, Evergreen recommended future merit allocation approaches, considering changes to classification and compensation program and limited budgets.



### **Pay and Classification Study Town of Moncks Corner, South Carolina**

Evergreen Solutions was engaged with the Town of Moncks Corner to conduct a Pay and Classification Study for its employees. As part of the study, Evergreen conducted orientation sessions, focus groups, and interviews. Employees completed a Job Assessment Tool (JAT) in order to analyze job duties and revise the current classification structure. A market salary survey was issued to local and regional employers to assess market competitiveness. Based on the findings from the classification and compensation review, a new pay plan as well as policies and procedures were recommended.



### **Salary Parity Study / Structural and Compensation Systems Study Charleston County, South Carolina**

In 2005-06, Charleston County conducted a Classification and Compensation Review using another consulting firm. Then in 2007, Evergreen Solutions was hired by the County to review the results and verify the recommendations that accompanied the study. The primary issue



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examined by Evergreen was the internal equity relationships present within the County's pay plan. The Evergreen Team administered a job analysis tool to County employees that helped determine job worth and verify internal equity relationships as they relate to compensation. Although the study's primary emphasis was ensuring that internal equity relationships were proper, the study also ensured that employees were paid consistently with the market. Evergreen provided detailed recommendations for adjusting the County's pay and classification structure and developed an implementation plan complete with costing information.

**Note:** Evergreen was again hired in 2012 to conduct a Structural and Compensation Systems Study. The Evergreen Team worked with elected official and employee committee throughout the process. Our phases included employee outreach, best practice research, and consensus building to recommend a 21<sup>st</sup> Century approach to compensation and classification management.



**Comprehensive Market Analysis  
Charleston County, South Carolina**

Evergreen Solutions was again retained in 2016 to assist Charleston County with conducting comprehensive market analysis using selected benchmarks. A market survey was conducted to determine the external equity of the County against its peers.



**Classification and Compensation Study  
Berkeley County, South Carolina**

Evergreen Solutions was retained by Berkeley County to conduct a Classification and Compensation Study. Evergreen's consultants reviewed the County's current classification and compensation plan and recommended a consistent and competitive market position that the County could maintain based on a salary and benefits survey results from peer organizations. Evergreen recommended an appropriate salary range for each position in the County based on a review and analysis of the classification plan, the compensation survey results, internal relationships, and external and internal equity. Evergreen provided recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan.



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### **Pay and Classification Study Dorchester County, South Carolina**

Evergreen Solutions was retained by Dorchester County Government to conduct a Pay and Classification Study and make recommendations for implementation of a revised pay plan. The study included all employees and classifications in the County. As part of the study, Evergreen conducted focus groups and interviews with employees, and employees completed a Job Assessment Tool (JAT). Evergreen conducted a comprehensive salary survey of local and regional employers to assess the market competitiveness of the County. Finally, a detailed plan was developed to provide the County with specific steps to implement an equitable and competitive compensation and classification plan.

**Note:** Evergreen was again hired in 2020 to conduct a Compensation Plan Update.



### **Classification and Compensation Study City of Auburn, Alabama**

Evergreen Solutions was retained by the City of Auburn to conduct a Classification and Compensation Study. Evergreen conducted a job analysis to determine internal equity and conducted a salary survey to determine whether the City's salaries were competitive in the market. Evergreen also reviewed and updated job descriptions, as needed.



### **Compensation and Benefits Study City of Mobile, Alabama**

Evergreen Solutions was retained by the City of Mobile to conduct a Compensation and Benefits Study. Evergreen's consultants surveyed the market to determine the City's market position and competitiveness with its peers as it related to compensation and benefits.



### **Compensation and Pay Classification Plan Study City of Foley, Alabama**

Evergreen Solutions was retained by the City of Foley to conduct a Compensation and Pay Classification Plan Study. The objectives of the study were to conduct and implement a total compensation plan (including benefits) structure for the City's workforce which would provide both internal and external equity, establish a classification system that accurately describes the duties, knowledge, skills, abilities and minimum qualifications required for each job class, determine and implement a program of accurate job descriptions based on job analysis, and develop a maintenance program for job descriptions and classification recommendations.



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Evergreen conducted a wage and benefit survey among competing jurisdictions as well as public and private organizations to determine competitive wages in the appropriate labor market(s). Using the survey results, Evergreen assigned each job to a pay grade with a view toward achieving proper internal relationships among classes and making salary ranges competitive with relevant markets with due consideration of the financial condition of the City. Evergreen provided estimates of the cost to install and implement the new pay plan and recommended a methodology for implementation.



**Classification and Compensation Study  
Baldwin County, Alabama**

Evergreen Solutions was retained by Baldwin County to conduct a Comprehensive Classification and Compensation Study. Evergreen consultants conducted a job analysis, evaluated and revised job descriptions, conducted a market salary and benefits survey, developed a new pay plan based on the market results and job analysis, and prepared and presented a final report that recommended a new classification and compensation structure for the County.



**Compensation, Pay and Benefits Study  
Lee County Commission, Alabama**

Evergreen Solutions was retained by the Lee County Commission to conduct a Classification, Pay and Benefits Study for approximately 436 employees. To begin this study, Evergreen Solutions conducted a comprehensive, preliminary evaluation of the County's current pay scale and existing classification plan. Evergreen used its unique Job Assessment Tool® (JAT) to identify classifications of positions and perform job analyses, including an evaluation of supervisory comments. Follow-up interviews were conducted, as needed, and classification changes recommended.

Benchmarks and targets were identified for a market salary and benefits survey. Survey data and internal equity (with proper consideration of the financial condition of the jurisdiction), was used to determine proper pay scale, identify highly competitive positions within the County, and to make strategic positioning recommendations. Evergreen Solutions completed the study by conducting a solution analysis, developing and administering an employee appeals process, developing and submitting final reports, and recommendations for compensation administration to ensure that staff could conduct audits/adjustments consistent with study methods until the next formal study is conducted.



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### **Classification and Compensation Study City of Atlanta, Georgia**

Evergreen Solutions is retained by the City of Atlanta to conduct a Classification and Compensation Study. The primary objectives of the study are to: ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together; provide salaries commensurate with assigned duties; outline promotional opportunities and provide recognizable compensation growth; provide justifiable pay differential between individual classes; and maintain a competitive position with other comparable government entities and private employers within similar geographic areas who are providing comparable and equivalent services. **Note:** Evergreen has completed the Compensation Study and is currently working on the Classification Study.



### **Compensation and Benefits Study and Analysis City of Dahlonega, Georgia**

Evergreen Solutions was engaged with the City of Dahlonega to conduct a comprehensive classification, compensation, and benefit study and analysis of its workforce. Evergreen's consultants evaluated the City's present salary and benefit structure as compared to the relevant job market for comparable positions in both the private and public sectors. Evergreen reviewed all current job descriptions and analyzed the same for knowledge, skills, abilities, education and experience relevance and internal consistency, job definitions and summaries, distinguishing characteristics, supervision received and exercised, conformity with the ADA relative to essential job functions and special requirements, including licensing and certifications. Evergreen also analyzed all existing job family classifications, pay grades and salary ranges, and recommended modifications as necessary as well as analyzed all existing FLSA classifications and recommended modifications, as necessary.



### **Classification and Compensation Study City of Douglasville, Georgia**

Evergreen Solutions was retained by the City of Douglasville to conduct a Classification and Compensation Study and Analysis of its workforce consisting of 225 full-time employees in approximately 96 job titles.



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Evergreen performed the following tasks:

- Evaluated the City's present salary structure as compared to the relevant job market for comparable positions in both the private and public sectors.
- Reviewed all current job descriptions and analyzed same for knowledge, skills, abilities, education and experience relevance and internal consistency, job definitions and summaries, distinguishing characteristics, supervision received and exercised, conformity with the ADA relative to essential job functions (including physical demands); and special requirements including licensing and certifications.
- Reviewed the City's current Position Classification and Wage Administration Plans and provided recommendations for enhancement and specific guidelines for requests pertaining to the following: creating new positions, salary adjustments and reclassifications, retroactive pay, compensation for additional duties (temporary and permanent assignments) and internal equity adjustments.
- Analyzed all existing job family classifications, pay grades and salary ranges and recommended modifications as necessary.
- Analyzed all existing FLSA classifications and recommended modifications as necessary.
- Identified potential pay compression issues and provided alternative solutions.



#### **Compensation Analysis City of Alpharetta, Georgia**

Evergreen Solutions was engaged with the City of Alpharetta to conduct a competitive compensation analysis. The purpose and intent of the study was to compare and contrast the City's current wage and benefit structure and levels with those of key competing employers— both public and private. The analysis was based upon job descriptions and/or duties performed rather than upon job titles in order to ensure accurate comparisons and to consider all aspects of the City's compensation package. At the time of the study, the City of Alpharetta employed 414 full-time and five part-time positions, excluding senior management and elected officials, defined across 132 position descriptions. The base salary ranges for these positions were divided among eight pay grades.

The primary goals of this project were to: determine the City's competitive position within the marketplace in terms of its overall compensation package; determine the relative value and competitive positioning of each compensation/benefit area; and identify any weaknesses within the components of the City's existing compensation package that may negatively impact the organization's ability to attract and retain talented employees.



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### **Employee Classification and Compensation Study City of Savannah, Georgia**

Evergreen was engaged with the City of Savannah to conduct an Employee Classification and Compensation Study for its workforce of 2,500 employees. Evergreen developed a comprehensive job classification system that accommodated the City's need for a flexible, internally and externally equitable, defensible, market sensitive and easily administered system for all current and future jobs within the City. Evergreen established career paths for occupations, provide clear distinctions in different job levels, established performance standards/job qualifications for all newly created job classifications, produced job descriptions that were legally defensible and are in accordance with ADA and FLSA, assigned classifications to pay ranges designed by the City that were labor market appropriate, and trained Human Resource staff so that they could maintain, enhance, and use the classification system to identify and consistently apply the system to modify an existing position or classification or create a new position or classification scheme.

Evergreen further assisted the City in formulating a formal compensation philosophy and developing a compensation system for all job classifications based upon the adopted compensation philosophy. Evergreen identified comparable benchmark employers to guide the City's future employee salary and benefit decisions in order to facilitate the retention and attraction of high performing staff members, while being financially sustainable.



### **Comprehensive Classification and Compensation Study City of Garden City, Georgia**

Evergreen Solutions was retained by the City of Garden City to conduct a Comprehensive Classification and Compensation Study for its workforce. The primary objectives of the Classification and Compensation Study were to: attract and retain qualified workers who would be paid equitable salaries; provide fair salaries for all workers of the City; and provide a salary structure that enabled the City to maintain a competitive position with other cities and companies within the same geographic area. To accomplish this, Evergreen: worked with the City's management staff to identify a market position for the City; developed a comprehensive labor market salary survey for the Chatham County area and surrounding municipalities that reflected both cities and private industry; analyzed existing internal hierarchy based on job relationships, identified problem areas within the internal hierarchy system, and proposed implementation methods to correct identified problems; reviewed current classification grade methodology, and proposed recommended strategies for the City of Garden City; and developed a pay plan identifying specific parameters (i.e., percent spreads between ranges and within ranges). In the end, Evergreen prepared a cost analysis for positions that fell below the proposed minimum salaries following reclassification and developed recommendations and an instrument for the ongoing internal administration and maintenance of the proposed classification/compensation plan.





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### **Comprehensive Classification and Compensation Study City of Tybee Island, Georgia**

Evergreen Solutions was retained by the City of Tybee Island to conduct a Comprehensive Compensation and Classification Study. Evergreen's consultants reviewed the City's current compensation plan (salary grade levels and steps) to understand the current challenges of recruiting and retaining employees and identified and recommended a consistent and competitive market position that the City could strive to maintain based on a salary survey of both private and public sector peer organizations. In the end, Evergreen recommended an appropriate salary range for each position in the City based on a review and analysis of the classification plan, the compensation survey results, internal relationships, and external and internal equity.

Evergreen prepared a new salary structure based on results of the salary survey and best practices and developed guidelines to assist the City staff with determining the starting pay for new employees based on knowledge and experience above minimum requirements of the position, how difficult the position is to fill, and market competitiveness. Evergreen further provided recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan.



### **Salary and Benefits Survey City of Roswell, Georgia**

Evergreen Solutions was retained by the City of Roswell to conduct a Salary and Benefits Survey. Evergreen examined wages and benefits of the City's employees as compared to public and private sector entities in Georgia and surrounding areas to determine whether the City's wages and benefits were competitive in the market.



### **Compensation Study City of Statesboro, Georgia**

Evergreen Solutions was engaged with the City of Statesboro to review and update the City's Classification and Compensation Plan for its 300 employees. The primary goals of this project was to: ensure job descriptions accurately reflect work performed; identify career ladders/promotional opportunities for each classification; determine the City's competitive position within the marketplace; and identify any weaknesses within the components of the City's existing compensation plan that may negatively impact the organization's ability to attract and retain talented employees. Evergreen recommended appropriate salary ranges for existing or proposed positions based on the classification study and the compensation survey results.



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### **Classification and Compensation Plan Development City of Brookhaven, Georgia**

Evergreen Solutions was engaged with the City of Brookhaven to develop a Classification and Compensation Plan. The primary goals of this project was to: ensure job descriptions accurately reflect work performed; identify career ladders/promotional opportunities for each classification; determine the City's competitive position within the marketplace; determine the relative value and competitive positioning of each compensation area; and identify any weaknesses within the components of the City's existing compensation plan that may negatively impact the organization's ability to attract and retain talented employees. Evergreen recommended appropriate salary ranges for existing or proposed positions based on the classification study and the compensation survey results. Evergreen also recommended a performance management and evaluation program, including a comprehensive evaluation form and rating system for fiscal year 2016 implementation. The evaluation plan included a performance-based component.



### **Comprehensive Compensation Review and Update of Classification/Pay System Cobb County, Georgia**

Evergreen Solutions was engaged with Cobb County to conduct a Comprehensive Compensation Review and Update of Classification/Pay System. The scope of work included a comprehensive compensation and benefit market survey; job analysis and evaluation; evaluation of internal and external compensation equity; an implementation recommendation and update; and preparation of draft and final reports. Evergreen updated the salary range structure based on the compensation survey results and internal relationships, while minimizing compression, and assuring internal equity and external competitiveness for sworn (full and part-time); non-sworn; and part-time employees. Evergreen further made recommendations regarding a Step Plan for all County graded positions. Evergreen reviewed and updated job descriptions and coordinated an appeal process for employees to appeal through their management and address any concerns as a result of reviewing proposed recommendations.



### **Classification and Compensation Study and Analysis Columbus Consolidated Government, Georgia**

Evergreen Solutions was engaged with Columbus Consolidated Government to conduct a Classification and Compensation Study and Analysis. Columbus is Georgia's first consolidated city/county government, the second largest city in Georgia and is a recognized leader among its peer cities, and takes pride in its operational efficiency and the excellent quality of life it fosters.



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Evergreen conducted an external market analysis to determine whether the City was competitive with its peers. Evergreen worked with Human Resources and City leadership to review its classification and compensation structure and recommended comparable public and private survey markets. Evergreen considered the compensation and benefits package received by employees with the City as it related to both the external and internal markets. The City's objectives for this study were to: attract and retain qualified employees; ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together; provide salaries commensurate with assigned duties; outline promotional opportunities and provide recognizable compensation growth; provide justifiable pay differential between individual classes; and maintain a competitive position with other comparable government entities and private employers within the same geographic areas.



**Compensation and Benefits Study  
Forsyth County, Georgia**

Evergreen Solutions was engaged with Forsyth County to conduct a Compensation and Benefits Survey for the various departments/offices of the County. The objective of the survey was to provide Forsyth County Government a competitive position with other comparable government entities and private employers within the same geographic area to attract and retain qualified employees. Evergreen's consultants reviewed the current compensation plan and salary grade levels to understand the current challenges facing the County in recruiting and retaining employees. Evergreen surveyed comparable labor markets competing with the County for labor in the greater metro Atlanta labor market and comparable public organizations. The survey was designed to capture not only base salary information but comprehensive benefits information (inclusive of: deferred compensation; leave plans; employer paid medical, dental, vision, disability insurance, life insurance) to ensure that the County was competitive with other public organizations in the greater metro Atlanta labor market in its total compensation package.

In the end, Evergreen prepared a final report of findings with written recommendations regarding specific classifications, salary market adjustments, and preferred benefit package and recommended any necessary salary range changes for the County's job classifications.



**Classification and Compensation Study and Analysis  
Douglas County, Georgia**

Evergreen Solutions was engaged with Douglas County to conduct a Classification and Compensation Study and Analysis. Evergreen evaluated the County's present salary structure as compared to the relevant job market for comparable positions in both the private and public sectors. Evergreen performed the following tasks:



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- reviewed all current job descriptions and analyze same for knowledge, skills, abilities, education and experience relevance and internal consistency, job definitions & summaries, distinguishing characteristics, supervision received and exercised, conformity with the ADA relative to essential job functions (including physical demands); special requirements including licensing and certifications;
  - reviewed the County's current Position Classification and Wage Administration Plans and provided recommendations for enhancement and specific guidelines for requests pertaining to the following: creating new positions, salary adjustments and reclassifications, retroactive pay, compensation for additional duties (temporary and permanent assignments) and internal equity adjustments;
  - analyzed all existing job family classifications, pay grades and salary ranges and recommend modifications as necessary;
  - analyzed all existing FLSA classifications and recommended modifications as necessary;
  - established appropriate benchmarking standards and conducted salary surveys as needed for similar positions with comparable Georgia counties as required;
  - identified potential pay compression issues and provided alternative solutions; and
  - developed applicable classification/reclassification questionnaire.



### **Classification and Compensation Study Lumpkin County, Georgia**

Evergreen Solutions was engaged with Lumpkin County to conduct a comprehensive classification and compensation study of its workforce which assisted the County in updating its current classification plan, revising salary administration guidelines, and developing a strategy to increase employees' pay to a competitive level that would align with the results of the study.

Evergreen provided recommendations to the overall classification, compensation, and performance plan that provided internal equity and would be competitive in the marketplace to attract and retain qualified employees. Evergreen provided options on ways to keep the pay structure current in future years in order to avoid compression and provided the necessary training for the implementation of the new salary schedules and plans. Evergreen provided the County with multiple pay scales for both part- and fulltime employees, including pay scales for employees of the Sheriff's Office and Emergency Services.



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**Human Resource Consulting Services (Compensation Study)  
City of Orlando, Florida**

Evergreen was retained by the City of Orlando to provide human resources consulting services by conducting a compensation study. Evergreen reviewed the City's compensation system, selected targets and benchmarks for market comparison, conducted a market survey, and developed strategic positioning recommendations to keep the City's compensation plan competitive.



**Salary Survey Update  
City of Orlando, Florida**

Evergreen was again retained again by the City of Orlando to conduct a Salary Survey Update for fire positions. Evergreen used the same targets and positions used for the original salary survey conducted in 2016 and collected the following additional information:

- Do they provide a supplement for paramedic or EMT?
- Is an EMT a minimum requirement for firefighters?
- What is their hourly schedule?
- Do they have a step plan?
- Do they move a step and the plan min and max each year?
- What do they do when a fire staff member is maxed out?



**Compensation Consulting  
City of Orlando, Florida**

Evergreen was again retained by the City of Orlando to provide compensation consulting services. Evergreen analyzed the current labor market trends in the Orlando metro area, including the pay increases being offered by Disney between now and 2020; collected information from public entities in the Orlando metro area regarding how they were responding to turnover and talent shortages; examined best practices on implementing wage floors to address local market changes; proposed several alternatives to the City to address local market changes, especially those related to the increase in the minimum wage to \$15 per hour by some private organizations; worked with the City HR staff to model and cost different implementation scenarios; and provided a short summary of the analysis and recommendations.



**Classification and Compensation Study  
City of West Melbourne, Florida**

Evergreen Solutions was retained by the City of West Melbourne to conduct a Classification and Compensation Study. The objectives of the study were to: conduct and implement a total compensation structure to include benefits for the City's workforce to provide



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both internal and external equity; establish a classification system that accurately describes the duties, knowledge, skills, abilities and minimum qualifications required for each job class; revise job descriptions based on the job analysis; and develop a maintenance program for the recommended changes to the classification and compensation plan.

Evergreen conducted a wage and benefit survey among competing jurisdictions as well as public and private organizations to determine competitive wages in the appropriate labor market(s). We also compared the collective bargaining agreement for police to selected peer organizations. Using the survey results, Evergreen assigned each job to a pay grade with a view toward achieving proper internal relationships among classes and making salary ranges competitive with relevant markets with consideration of the budgetary impact to the City. **Note:** Evergreen previously conducted a similar study for the City in 2018.



#### **Compensation Study City of Hollywood, Florida**

The City Hollywood retained Evergreen to conduct a compensation study of all non-represented employees (Executive; Managerial; Legal; Technical; and Confidential Administrative Support). A job-task analysis/job audit was conducted to determine whether classifications were correctly placed in the organizational hierarchy and whether individual job positions were classified correctly. Evergreen reviewed job descriptions using the Job Assessment Tool job valuation methodology and conducted a statistical assessment of current conditions to ensure compliance with federal and state laws including proper designation of classifications as "exempt" vs. "non-exempt".

Evergreen conducted a comprehensive survey to ensure that the City of Hollywood's compensation plan was equitable and competitive in its total compensation package relative to internal factors and external markets (The City's goal was to be in the top 25% in salary). Evergreen's consultants reviewed existing salaries to determine proper placement within proposed classifications, and recommend appropriate "equity adjustments" as needed, based upon the results of the salary survey and the recommended pay plan.

Evergreen concluded the study with recommendations designed to alleviate any strains on the current compensation and classification system. Evergreen further recommended procedures, policies, and methods to maintain an on-going Classification & Compensations Plan that was performance based, fair and competitive. In addition, Evergreen's consultants developed policies and procedures for developing and maintaining a career track/progression/retention program and reviewed existing performance appraisal system in order to make recommendations to integrate the performance appraisal system with new Classification & Compensation Plan. **Note:** At the conclusion of the study Evergreen was hired again to conduct a compensation study of all AFSCME employees (i.e., Professional and Supervisory employees).



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### **Compensation Study City of North Miami Beach, Florida**

Evergreen Solutions was retained by the City of North Miami Beach to conduct a compensation study to include a review of benefits against peer organizations. Evergreen consultants reviewed pay ranges in the public and private sector to determine the appropriate pay levels for all included jobs (up to 60 benchmarks). Recommendations were provided to improve the fairness and equity within the City. Evergreen provided City staff with the necessary training and materials so that an understanding of the methodology—and how to implement, administer, and maintain the recommended compensation system—was accomplished.



### **Compensation, Classification, and Performance Management Study Manatee County, Florida**

Evergreen Solutions was hired by Manatee County to assist with a county-wide Compensation and Classification Study. At the time of the study, Manatee County was a growing county with a population of over 300,000 located on the southwestern coast of FL between Pinellas and Sarasota Counties. An appointed County Administrator oversaw 16 departments, with approximately 2,900 employees within approximately 600 classifications and 58 pay ranges/grades.

The study included all employees that serve in capacities for the Board of County Commissioners. As part of the review, orientation sessions, focus groups, and interviews were conducted in throughout the county. All employees were asked to complete the Job Assessment Tool (JAT) and job analysis was conducted with the results in order to create a classification plan. A salary survey was issued to local and regional employers to assess competitiveness. Based on the classification and compensation findings, a new pay plan as well as policies and procedures were recommended to the County. Evergreen Solutions helped the County attain their goal of maintaining a sound process providing a classification and pay structure that is fair, equitable, and systematic with a compensation plan comparable with other governmental jurisdictions and the private sector. In addition, Evergreen reviewed the performance management system in place within the County, and provided recommendations for improvement.



### **Compensation and Classification Study Services Monroe County, Florida**

Evergreen was retained by Monroe County to conduct a Compensation and Classification Study for 265 non-union employees in 178 classifications as well as 124 union employees in 46 classifications who are represented by the Teamsters bargaining unit. Employees participated in focus groups, interviews, and a job analysis to determine the best classifications for the work performed. Evergreen's consultants compared the County's positions to other similar positions within other



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County departments to determine the relative value of each position to every other position in the County. Comparisons were made with regard to the actual work being performed and based on the current job description. In addition, positions were compared to other similar positions in other private and public sector organizations throughout the Florida Keys and South Florida. Characteristics such as size of the organization, geographic proximity, economic and budget characteristics, and other appropriate demographic data were taken into consideration when making comparisons. Evergreen's consultants also analyzed pay ranges in the public and private sector to determine the appropriate pay and benefit levels for all included jobs.

Recommendations were provided to improve fairness and equity of all jobs within the County. Select County staff were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system could be accomplished.

**Note:** Evergreen was again retained in 2018 to conduct an update of the County's Classification and Compensation Plan to include fire and rescue.



#### **Classification and Compensation Study Alachua County, Florida**

Evergreen Solutions was engaged with Alachua County to conduct a Compensation and Classification Study of jobs under the Board of County Commissioners, the Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, and the Library District. Specifically, the County desired the following services to be performed by Evergreen:

- develop and administer a job analysis questionnaire for the purpose of having employees state their job duties and qualifications including education, experience, licenses and certificates; working conditions (physical and environmental) and all other pertinent information;
- prepare and present to the Board of County Commissioners a report documenting the results of the job analysis by classification and recommendations concerning a classification structure and pay adjustments;
- allocate each employee with regard to the new classification structure;
- identify benchmark classifications to be used to determine appropriate markets for salary survey purposes, as well as to determine the position of the county with regard to salaries for comparable jobs in appropriate markets;





- administer a salary survey for the purpose of recommending appropriate salaries based on external (market) and internal (equity) considerations;
- recommend a salary structure, including the number of pay grades, and pay ranges;
- recommend salaries for each classification, as well as recommended salaries for each employee;
- provide a classification maintenance plan;
- provide guidelines and procedures for administering the resulting classification plan to include the following: Initial placement in the salary range and means for movement through the range; and
- train HR and departmental staff on the methodology and maintenance of the recommended classification and pay plan.



#### **Classification and Compensation Study Palm Beach County, Florida**

Evergreen Solutions was retained by Palm Beach County to conduct a Classification and Compensation Study in order to update the the County's current classification and compensation structure. Evergreen performed the following tasks:

- conducted a job analysis across the County to ensure job descriptions matched the duties performed by the employee;
- provided an analysis of all positions— assigning an appropriate salary grade to ensure fairness and equity—and included recommendations for all positions that were found to be above or below the assigned salary grade; and
- conducted a market compensation analysis of salaries and wages of like or similar jobs of comparable Florida public organizations with similar position and organizational characteristics.



#### **Classification and Compensation Study Pinellas County, Florida**

Evergreen Solutions was retained by Pinellas County to conduct a comprehensive classification and compensation study that included recommendations and suggestions for an implementation and maintenance process that effectively provided the County with the



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resources and expertise to further enhance its classification and compensation program. A comprehensive job classification and pay study hadn't been conducted since 2004 so the County believed it was important to invest in a study that would look at both internal and external equity.

The objective of the study was to have a credible classification and compensation plan that: allowed positions performing similar work with similar levels of complexity, responsibility, and knowledge, skills and abilities to be classified appropriately; identified salaries for assigned duties; outlined promotional opportunities and possible compensation growth; identified pay differential between individual classifications; and identified relevant labor markets.

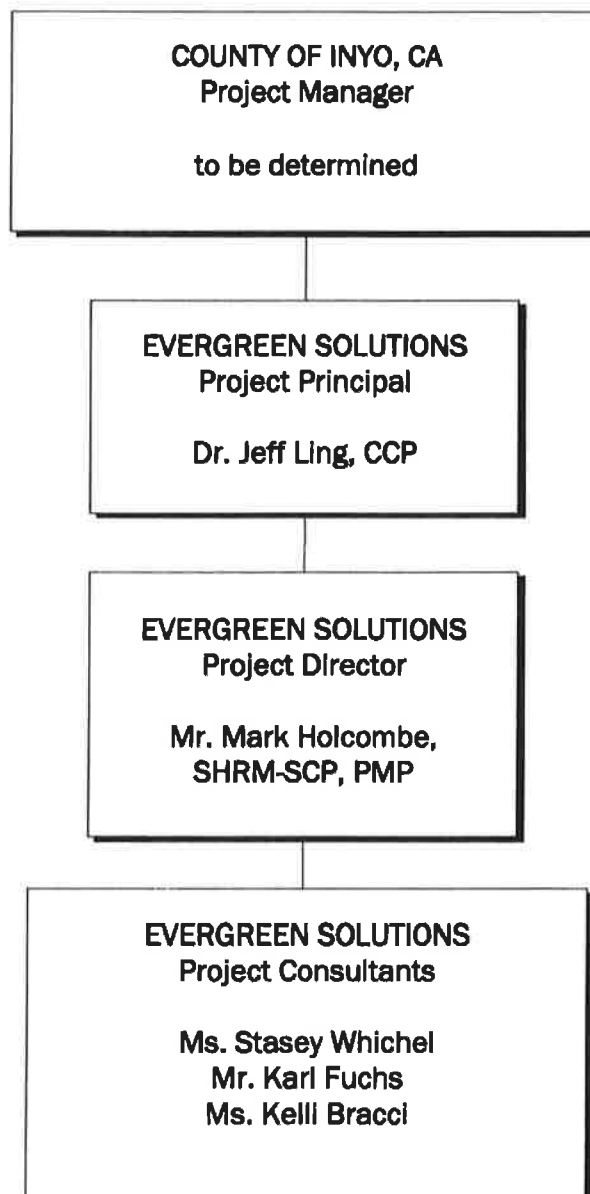


### **2.3 Proposed Project Team**

**Exhibit 2-2** reflects our proposed project management and personnel assignments. The structure has been designed to clearly define the roles and responsibilities of each part of the Classification and Compensation Study so that there will be no confusion as to who is responsible for any aspect of this engagement with the County of Inyo.



**Exhibit 2-2  
Project  
Management and  
Personnel  
Assignments**



**County of Inyo Project Manager.** With each project engagement, we work with the client to identify one specific point of contact to serve as a Project Manager. The County's Project Manager (CPM) will be our reference point throughout the engagement. We will take project direction, leadership, and guidance from the CPM and all project deliverables will be filtered through the CPM throughout the duration of the project.

**Evergreen Solutions' Project Principal.** Our Project Principal will have ultimate accountability for the success of this project. Evergreen Solutions' Project Principal is always a senior leader in our firm, typically the President. The Project Principal will have contractual authority over the contract and will be our top level of project responsibility.



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**Evergreen Solutions' Project Director.** Evergreen Solutions designates a Project Director for each HR consulting project. The Project Director will work with the Project Principal regarding the scheduling of the project with the County. The Project Director will have the most frequent contact with the County and will assign project activities to the Project Consultants and will ensure that deliverables are met within specified timelines.

**Evergreen Solutions' Project Consultants.** Our Project Consultants are a team of consultants who have worked together on numerous projects, and who will provide consulting and analytical work on all project activities. The Project Consultants will review pay plans, conduct orientation sessions and focus groups, administer the Job Assessment Tool (JAT) and Management Issues Tool (MIT), collect the data for the salary survey, review and revise job descriptions, and prepare draft and final reports.

Consultant Team Members must be thoroughly knowledgeable in the portion of the project they are responsible for, as well as have expertise in the issues that are unique to each individual client. Our firm is proposing an exceptional team of consultants who have worked together on many similar projects. We always make sure each project is sufficiently staffed to handle any additional tasks or unforeseen issues that may arise during the course of the study. The combination of our individual knowledge and skills form a superior team who will be able to competently perform all of the pieces of the Classification and Compensation Study for the County of Inyo.

## **Key Personnel**

The following paragraphs provide summaries of each team member's qualifications and experience related to his/her role in this engagement.

### **Project Principal Dr. Jeff Ling, CCP**

Dr. Jeff Ling is the President of Evergreen Solutions who has been with the firm since its inception in 2004. He is a Certified Compensation Professional (CCP) who has more than 25 years consulting experience in the following areas: human resources; performance improvement; process analysis; strategic planning; statistical analysis; research methodology; data management; surveys and polling; technology analysis; change management; and risk analysis.

Dr. Ling has planned, organized, and managed studies on human resources assessment, survey analysis, government efficiency, technology planning, information utilization, public opinion, market expansion, and privatization. Each of these studies dealt with summarizing major alternatives for decision makers and providing viable recommendations. He has consulting experience in public sector Evaluation, research management, efficiency analysis, survey analysis, statistical modeling, and technology planning.

Dr. Ling has worked with a multitude of clients in the capacity of Project Principal. He has worked on hundreds of engagements across the nation and includes work in state and local governments, school districts, institutions of higher education, quasi-governmental agencies, and private industry.



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Dr. Ling has been instrumental in creating, reviewing, and evaluating the methodology employed by Evergreen Solutions on all human resource engagements. His background and skill set make him uniquely qualified for assessing organizational critical needs and strategy. He is also an expert in policy development and long-term planning.

A sample of the types of studies Dr. Ling has been involved with includes:

- **Compensation/Classification** – He developed the methodology and techniques for organizations to employ for successful data collection and implementation based on internal and external equity needs. He has been the Project Principal for numerous projects related to classification and/or compensation. **Note: He has served as the Project Principal or Project Director for more than 1,200 public sector projects related to Classification and/or Compensation.**
- **Performance Evaluation** – He has provided the framework for many organizations transitioning into goal-based performance evaluation systems or fully functional merit-based pay structures. He understands the importance of a well stratified, objective based review process and has been instrumental in assisting a number of large organizations transition from traditional systems into merit-based pay structures with minimal transitional costs and interruption.
- **Market Research** – He provided the basis for which market research was collected, analyzed, and review. He ensured that data collection procedures and methods were statistically reliable using his knowledge of statistics and overall market research.
- **Policy Development** – He has a thorough and firm understanding of policy development and has assisted many clients with implementing tailored policies and practices that reflect best practices.

Dr. Ling holds a Doctorate's Degree from Florida State University in Political Science and has taught courses addressing research methodology, statistical analysis, technological innovations, and political economy at various universities.

**Project Director  
Mr. Mark Holcombe,  
SHRM-SCP, PMP**

Mr. Holcombe has more than ten years of management and consulting experience and is recognized as a certified Project Management Professional (PMP) and a SHRM Senior Certified Professional (SHRM-SCP). He has been at Evergreen Solutions nearly seven years, during which time he has promoted through the organization and has led Evergreen's largest local government practice for the past two years. His academic foundation in micro and macroeconomics, combined with his experience leading a business before joining Evergreen, has given him significant experience in leading teams, modeling and controlling costs, and working to provide a product that meets the needs of all stakeholders. This experience has been instrumental in ensuring that his team is able to translate complex and comprehensive data into actionable insights for his clients.



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At Evergreen, Mr. Holcombe's emphasis has been in compensation and classification studies of varying size and scope. He has led projects with cities and counties, colleges and universities, K-12 school districts, transportation organizations, and statewide government organizations. Some of his principal areas of expertise are:

- Refining client compensation and classification systems, ensuring alignment with HR best practices and meeting specific client needs;
- Leading initiatives focusing on market competitiveness for large and complex public sector clients;
- Constructing reports and visuals to share complex findings in an approachable way;
- Crafting complex cost models to facilitate accurate budgetary projections for clients;
- In-depth assessment of market data, synthesizing information from a variety of sources to provide comprehensive compensation insights;
- Redesigning classification systems to modernize and streamline titling conventions for entire organizations or within job families; and
- Conducting reviews centered around gender and racial equity in compensation systems, ensuring their adherence to local, state, and federal laws and regulations.

Because Mr. Holcombe has performed more than 200 HR studies since coming to Evergreen, we include a sample of some of the public sector projects that he has been involved with in the western portion of the country, including: a Compensation Review for Mariposa County, CA; a Classification and Compensation Study for the City of Yucaipa, CA; Classification and Compensation Consultant Services for the City of Hemet, CA; a Job Classification and Total Compensation Study Services for the Consumnes Community Services District, CA; a Classification and Benefits Study for the City of San Rafael, CA; a Classification and Compensation Study and Analysis for the City of Camarillo, CA; a Classification and Compensation Study for the Pleasant Valley Recreation and Park District, CA; a Compensation Study for the Long Beach Management Association, CA; a Compensation Study for the City of Bend, OR; a Compensation Study for the Tri-County Metropolitan Transportation District of Oregon; a Classification and Compensation Study for the Nisqually Indian Tribe, WA; Compensation Consulting Services to Seattle Public Schools, WA; and Compensation Study Services to Skagit Transit, WA; a Classification and Compensation Study for the North Dakota Court System; a Classification and Compensation Study for the City of Albuquerque, NM; a Classification and Compensation Study for the City of Prescott, AZ; a Salary Study and Analysis for the Arizona Supreme Court; a Compensation Study for the City of Flagstaff, AZ; a Classification, Compensation, and Benefits Study for Yavapai County, AZ; a Wage Compensation Study Services for Northern Arizona Intergovernmental Public Transportation Authority, AZ; a Performance Management Study for Northern Arizona Intergovernmental Public Transportation Authority, AZ; an Employee Engagement Survey for the Northern Arizona Intergovernmental Public Transportation Authority, AZ; a Classification and Compensation Study/ Gender Pay Equity Analysis for the City of Santa Fe, NM; a Classification and Compensation Study for the City of Albuquerque, NM; a Compensation Study for Grand County, CO; a Compensation and Classification Study for the City of Coppell, TX; a



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Comprehensive Classification and Compensation Study for the City of Odessa, TX; a Compensation and Classification Study for the City of Seabrook, TX; a Compensation and Classification Study for the City of League City, TX; a Compensation and Classification Study for the City of Texas City; a Compensation and Classification Study for the City of Pearland, TX; a Compensation and Classification Study and Organizational Review of the RSMU Department for Brazos River Authority, TX; Compensation Consultant Services for Dallas Area Rapid Transit, TX; a Classification and Compensation Study for the City of Mont Belvieu, TX; a Comprehensive Classification and Compensation Study for the City of Odessa, TX; a Staffing Study for the City of Pflugerville, TX; a Wage and Compensation Study for Jefferson County, TX; a Classification and Compensation Study for Randall County, TX; a Classification and Compensation Study for the City of Leawood, KS; a Comprehensive Compensation Study for Shawnee County, KS; a Classification and Compensation and Race/Gender Equity Study for the City of Salina, KS; a Classification and Compensation Study for Sedgwick County, KS.

Mr. Holcombe holds a Bachelor Degree in Economics with a concentration in Behavioral Economics and Criminology from Florida State University. He is a certified Project Management Professional (PMP) and holds a SHRM-SCP certification.

**Project Consultant  
Ms. Stasey Whichel**

Ms. Stasey Whichel is a Project Manager with over 25 years of experience in education and government. As a former public sector Deputy Director, she demonstrated experience in policy development, strategic planning, human resource management, budgeting, and risk evaluation.

Ms. Whichel acquired public sector experience in project management, conducted programmatic audits and reviews to ensure compliance with state and federal rules and regulations, developed programmatic operating procedures, drafted internal management policies, and identified areas for efficiencies and improvements. She has also conducted reviews of relevant state and federal legislation and drafted bill analysis and agency comments. She led a team through an organizational realignment to better fit contemporary management needs, leveraged outside funding sources, and trained staff members on state and federal programs. As a member of agency leadership, she collaborated on HR policy reviews, conducted salary compensation studies, and developed recommendations for legislative budget issues. She also participated in the development of multi-faceted, long-term strategies designed to achieve agency and division goals, established metrics, and evaluated programmatic performance. She developed survey tools to measure employee satisfaction and identify staff needs and used findings to inform management decisions and created opportunities to improve staff morale. Her HR experience also includes the development of documents related to job advertisements, position descriptions, objective performance expectations, and performance reviews. She is experienced in applicant selection, on-boarding, identifying training requirements, and mentoring staff.

Ms. Whichel possesses expertise in the following areas: conducting organizational studies, evaluating risk, and reviewing operational procedures; providing guidance for change management; developing workflow and process design; identifying specific training needs; on-boarding new staff;



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conducting classification, compensation, and salary comparison studies; preparing employee surveys and valuations of employee satisfaction; working with leadership to develop or update agency policies, programs, and guidelines; developing Job descriptions and performance management tools; fostering employee communications; and administering contracts, accounting and auditing principles.

A sample of some of the public sector projects that Ms. Whichel has been involved with include: a Classification and Compensation Study for Calaveras County, CA; a Classification and Compensation Study for the City of Boulder City, NV; a Classification and Compensation Study and Staffing Analysis for the City of Harlingen, TX; an Employee Classification and Compensation Study for the City of Hot Springs, AR; a Classification and Compensation Study for Carbon County, PA; a Classification and Compensation Study for the City of Laurel, MD; a Classification and Compensation Study for Prince George's County, MD; a Compensation Study for the Town of Ocean City, MD; a Comprehensive Classification and Compensation Study for Henry County, Henry County Sheriff's Office, Henry County Public Service Authority, and Henry County Public Schools, VA; a Classification and Compensation Study for Isle of Wight County, VA; a Classification and Compensation Study for Goochland County, VA; a Classification and Compensation Study for the Town of Smithfield, VA; Compensation Strategy Review and Classification Study for the Town of Clayton, NC; an Organizational/Staffing Study for the Town of Clayton, NC; a Compensation and Benefits Study for Transylvania County, NC; a Compensation Study for Buncombe County, NC; a Classification and Compensation Study for Pickens County, SC; a Classification and Compensation Study and Staffing Study for the City of Clemson, SC; a Compensation and Benefits Study for the City of Rock Hill, SC; a Personnel Policy Review, Salary Survey and Job Description Review and a Classification Plan Review for the City of Bennettsville, SC; an Employee Compensation and Pay Classification Study for the City of Rock Hill, SC; a Compensation Study for the City of Columbia, SC; a Compensation and Classification Study for the City of Miami Beach FL; a Compensation and Classification Study for St. Lucie County, FL; a Compensation Study for the Town of Jupiter Island, FL; a Classification and Compensation Study for Hardee County, FL; a Compensation Study for Seminole County, FL; a Compensation Study for the City of North Port, FL; Examining Job Descriptions for new Jobs to update Pay Ranges for the Town of Lake Park, FL; a Compensation Study for the City of Bunnell, FL; a Classification and Compensation Study for the Town of Lake Park, FL; a Classification and Compensation Study for the City of Punta Gorda, FL; a Compensation Study for the City of Homestead, FL; a Classification and Compensation Study for the Barefoot Bay Recreation District, FL; a Compensation Study for the Solid Waste Authority of Palm Beach County, FL; a Compensation Study for the North Collier Fire Control and Rescue District, FL; a Classification and Compensation Study for the Monroe County Property Appraiser, FL; a Compensation Study for the Marion County Hospital District, FL; a Classification and Compensation Study for the City of Palm Bay, FL; a Classification and Compensation Study for Charlotte County, FL; a Compensation Study for Orange County, FL; a Compensation Study and Gender Analysis for the Town of Medley, FL; a Classification and Compensation Study for the City of West Melbourne, FL; a Compensation Study for the City of Griffin, GA; a Classification and Compensation Study for Henry County, GA; a Classification and Compensation Study for Habersham County, GA; a Wage Study for Madison County, GA; a Classification and Compensation Study for the City of Northport, AL; a Compensation Study for Shelby County, AL; and a Compensation Study for Daphne Utilities, AL.





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**Project Consultant**  
**Mr. Karl Fuchs**

Ms. Whichel possesses a Bachelor of Science degree in Biology from The Florida State University.

Mr. Karl Fuchs is a Senior Consultant with Evergreen with over 25 years of experience serving public sector organizations in various aspects of human resources management. His past roles include Human Resources Director and Plans and Operations Analyst. He is also a Retired Marine Corps Veteran. In addition to his regular duties while serving as a Human Resources Director, he successfully implemented creative recruiting and retention strategies which lessened time to hire and lengthened retention, especially in hard to fill positions. He streamlined and updated legacy processes and provided remedies for classification and compensation of non-bargaining unit employees.

Mr. Fuchs was a Plans and Operations Analyst working under DoD contract where he provided subject matter expertise on operational manpower and employment of U. S. Marine forces in the Middle East. He developed staffing requirements for Contingency Plans, multi-national joint exercises, and the deployment and redeployment of forces conducting combat operations. He also supervised staff in various HR roles such as pay management, employee recognition, and official travel.

While Mr. Fuchs was on active duty, he served in various capacities focusing on talent management and development. He also volunteered for assignments as DEI manager. He led and maintained compliance of programs including HRIS, pay/entitlements, promotions, limited duty, workplace investigations, performance management, employee recognition, corporate charge card, official travel, equal opportunity, separations/retirements, personnel accountability, and casualty affairs. Over the course of his career, he participated in training the Moroccan, Jordanian, and Afghan militaries.

A sample of some of the public sector projects that Mr. Fuchs has been involved with include: a Classification and Compensation Study for the City of Yucaipa, CA; Classification and Compensation Consultant Services for the City of Hemet, CA; a Classification and Benefits Study for the City of San Rafael, CA; a Comprehensive Classification and Compensation Study for the Camarillo, CA; a Classification and Compensation Study for the Pleasant Valley Recreation and Park District, CA; a Compensation and Benefits Study for the Long Beach Management Association, CA; ; a Compensation Review for Mariposa County, CA; a Classification and Compensation Study for the Nisqually Indian Tribe, WA; a Compensation Study for Mountain Line, AZ; Employee engagement survey for the Northern Arizona Intergovernmental Public Transportation Authority; a Salary Study and Analysis for the Arizona Supreme Court; a Classification and Compensation Study for the City of Albuquerque, NM; a Classification and Compensation Study/ Gender Pay Equity Analysis for the City of Santa Fe, NM; a Comprehensive Classification, Compensation, and Staffing Analysis Study for the City of Odessa, TX; Compensation Consultant Services for Dallas Area Rapid Transit, TX; a Compensation and Classification Study for the City of Denton, TX; a Compensation and Classification Study for Howard County, MD; a



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Compensation Study for the City of Baltimore, MD; a Staffing Study for Rock Hill Schools, SC; a Classification and Compensation Study for the City of Mauldin, SC; a Classification and Compensation Study for Richland County, SC; a Classification and Compensation Study for the City of Thomasville, GA; a Total Compensation and Classification Study for Cumberland County, PA; a Classification and Compensation Study for the Town of Ft Myers Beach, FL; a Compensation and Classification Study for Jefferson County, FL; a Compensation Study for Sarasota County, FL; a Compensation and Classification Study for the City of Clearwater, FL; and a Classification and Compensation Study for the Broward County Sheriff's Office, FL.

Mr. Fuchs earned his Juris Master from Florida State University, College of Law and Bachelor of Arts in Business Administration specializing in Management from Saint Leo University. He is currently working on a Master's in Public Administration focusing on Local Government Management.

**Project Consultant  
Ms. Kelli Bracci**

Ms. Kelli Bracci, CPM, is a Senior Consultant with Evergreen Solutions. She has a Bachelor's of Science in Education from Georgia Southern University and a Juris Master from Florida State University's College of Law with a concentration in Human Resources and Legal Risk Management. She is a Certified Public Manager (CPM).

Ms. Bracci began her career working in the classroom as a teacher before transitioning to state government. After 11 years with the state, she transitioned to the private sector with Evergreen Solutions, LLC. She is experienced in classification and compensation, employee engagement, relationship management, process improvement, supervisory and leadership development, organizational change management, project coordination, and effective communication. She deeply believes that HR is integral in creating a positive culture in every organization.

Some of the public sector projects that Ms. Bracci has recently been involved with include: a Classification and Benefits Study for the City of San Rafael, CA; a Classification and Compensation Study for Pleasant Valley Recreation and Park District, CA; a Compensation Review for Mariposa County, CA; a Classification and Compensation Study for the City of Yucaipa, CA; Classification and Compensation Consultant Services for the City of Hemet, CA; a Classification, Compensation, and Benefits Study for Yavapai County, AZ; a Compensation Study for the New Mexico Military Institute, NM; a Classification and Compensation Study for the City of Albuquerque, NM; a Classification and Compensation Study/ Gender Pay Equity Analysis for the City of Santa Fe, NM; a Classification and Compensation Study for the Nisqually Indian Tribe, WA; a Compensation and Classification Study for the City of Denton, TX; a Classification and Compensation Study for Hill County, TX; a Classification and Compensation Study and Analysis for Taylor County, TX; a Compensation and Classification Study for the City of Coppell, TX; a Compensation and Classification Study for the City of Denton, TX; a Compensation Study for the City of Galveston, TX; a Classification and Compensation Study and Analysis for Waller County, TX; a Classification and Compensation Study for the City of Beaumont, TX; a Compensation and Classification Study for the Woodlands Township, TX; a Classification and Compensation Study for the City of Kingsville, TX; a Compensation Study for



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the City of Duncanville, TX; a Compensation and Classification Study for the City of Seabrook, TX; a Compensation and Classification Study for the City of League City, TX; a Compensation and Classification Study for the City of DeSoto, TX; a Classification and Compensation Study for the City of Seguin, TX; a Classification and Compensation Study for Randall County, TX; a Classification and Compensation Study for the City of Leawood, KS; a Classification and Compensation and Race/Gender Equity Study for the City of Salina, KS; a Compensation Study for Sedgwick County, KS; a Classification and Compensation Study for the North Dakota Court System, ND; a Classification and Compensation Study for the Town of Strasburg, VA; a Classification and Compensation Study for the City of Falls Church, VA; a Classification and Compensation Study for Mary Baldwin University, VA; a Compensation and Classification Study for Bedford County, VA; a Compensation and Classification Study for Allegany County, MD; a Classification and Compensation Study for Garrett County, MD; a Classification System and Pay Plan Development Study for Franklin County, NC; a Classification and Compensation Study for Jackson County, NC; a Salary and Compensation Comparability Study for Raleigh Housing Authority, NC; a Position Classification and Revision Project for Harnett County, NC; a Classification and Compensation Study for the City of Myrtle Beach, SC; a Compensation Study for the City of Zephyrhills, FL; a Classification and Compensation Study for Jackson County, FL; a Classification and Compensation Study for Indian River State College, FL; a Classification and Compensation Study for St. Petersburg College, FL; a Pay and Classification Study for Jefferson County, FL; a Classification and Compensation Study for the Broward County Sheriff's Office, FL; a Classification and Compensation Study for the City of South Fulton, GA; a Compensation Plan Update for the City of Garden City, GA; a Classification and Compensation Study and Analysis for Columbus Consolidated Government, GA; a Classification and Compensation Study for Barrow County, GA; a Classification and Compensation Study for the City of East Point, GA; a Comprehensive Position Classification and Compensation-Benefits Study and Analysis for the City of Kennesaw, GA; and a Classification and Compensation Study for City of Thomasville, GA.



**Note:** A team of experienced analytical and clerical support staff will contribute to this study, as needed.



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## *Section 3.0*

### *References*



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## 3.0 References

As required in the Request for Proposal, we have provided the following three references that we feel demonstrate the breadth and quality of the work our team has recently performed as it relates to the services being requested. We invite you to contact our client references as to the quality and timeliness of our consulting projects. Additional references are available upon request.

**Classification and Compensation Study  
Calaveras County, California**

**Contact Information:** Judy Hawkins, Deputy CAO/ Human Resources & Risk Management, 891 Mountain Ranch Road, Building C, San Andreas, California 95249, (209) 754-6303, [JHawkins@co.calaveras.ca.us](mailto:JHawkins@co.calaveras.ca.us)



**Comprehensive Classification and Compensation Study  
City of Camarillo, California**

**Contact Information:** Kathy Holman, Human Resources Manager, 601 Carmen Drive, Camarillo, California 93010, (805) 383-5646, [kholman@cityofcamarillo.org](mailto:kholman@cityofcamarillo.org)



**Compensation Study**

**City of Long Beach - Long Beach Management Association, California**

**Contact Information:** Eric Winterset, Superintendent of Maintenance, 2600 Temple Avenue, Long Beach, California 90806, (562) 570-5409, [Eric.Winterset@longbeach.gov](mailto:Eric.Winterset@longbeach.gov)



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## *Section 4.0*

### *Cost Proposal*



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## 4.0 Cost Proposal

Evergreen Solutions, LLC is pleased to present our proposed cost to conduct a Classification and Compensation Study for the County of Inyo. We are committed to providing the highest quality consulting services to our client partners for a reasonable fee. Our firm is fortunate that our overhead is minimal and our expenses are reasonable so we can pass that fee savings on to our clients.

Our total, not-to-exceed, fixed cost to complete all tasks identified in our detailed work plan in **Section 1** of our proposal is based on the number of benchmarks used for the Compensation Study (see the three options below). Our cost is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect costs (overhead), clerical support, and all other out-of-pocket expenses. Our cost includes two onsite visits to the County to provide the requested work as most of the work can be completed virtually.

- Option A: 50 positions will be used as benchmarks for the Compensation Study - **\$42,500**
- Option B: 75 positions will be used as benchmarks for the Compensation Study - **\$52,500**
- Option C: 100 positions will be used as benchmarks for the Compensation Study - **\$62,500**

**Note:** Any additional positions added to the Classification Study will cost \$500 per position.

Our preferred method of invoicing is as follows:

- 25% - upon completion of Tasks 1 – 2
- 25% - upon completion of Tasks 3 – 4
- 25% - upon completion of Tasks 5 – 6
- 15% - upon completion of Tasks 7 – 10
- 10% - upon completion of Task 11

**We are willing to negotiate the time, scope, and cost of the basic tasks, or any other options that the County of Inyo wishes to identify.** Evergreen Solutions federal employer identification number is 20-1833438.



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## 4.0 Cost Proposal (Revised)

Evergreen Solutions, LLC is pleased to present our proposed cost to conduct a Classification and Compensation Study for the County of Inyo. We are committed to providing the highest quality consulting services to our client partners for a reasonable fee. Our firm is fortunate that our overhead is minimal and our expenses are reasonable so we can pass that fee savings on to our clients.

Our total, not-to-exceed, fixed cost to complete all tasks identified in our detailed work plan in **Section 1** of our proposal is based on the number of benchmarks used for the Compensation Study (see the three options below). Our cost is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect costs (overhead), clerical support, and all other out-of-pocket expenses. Our cost includes two onsite visits to the County to provide the requested work as most of the work can be completed virtually.

- Option A: 50 positions will be used as benchmarks for the Compensation Study - **\$42,500**
- Option B: 75 positions will be used as benchmarks for the Compensation Study - **\$52,500**
- Option C: 100 positions will be used as benchmarks for the Compensation Study - **\$62,500**

**Note:** Our cost to include employees in an additional 176 positions for the Classification Study (i.e., Tasks 3, 4, and 11) would cost an additional **\$45,000**.

Our preferred method of invoicing is as follows:

- 25% - upon completion of Tasks 1 – 2
- 25% - upon completion of Tasks 3 – 4
- 25% - upon completion of Tasks 5 – 6
- 15% - upon completion of Tasks 7 – 10
- 10% - upon completion of Task 11

**We are willing to negotiate the time, scope, and cost of the basic tasks, or any other options that the County of Inyo wishes to identify.** Evergreen Solutions federal employer identification number is 20-1833438.





**AMENDMENT NUMBER ONE (1) TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**EVERGREEN SOLUTIONS, LLC**  
**FOR THE PROVISION OF CLASSIFICATION AND COMPENSATION CONSULTING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Evergreen Solutions, LLC, of Tallahassee, Florida (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Classification and Compensation Consulting Services dated February 20, 2024, on County of Inyo Standard Contract No. 117, for the term from February 20, 2024 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:

**TERMS AND CONDITIONS**

**2. TERM**

Shall be amended to read as follows: "The term of this Agreement shall be from February 20, 2024 to December 31, 2025 unless sooner terminated as provided below."

The effective date of this Amendment to the Agreement is June 24, 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**  
**EVERGREEN SOLUTIONS, LLC**  
**FOR THE PROVISION OF CLASSIFICATION AND COMPENSATION CONSULTING SERVICES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

Jeffrey Ling, PhD

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


Dated: 6/9/2025

**APPROVED AS TO FORM AND LEGALITY:**

  
John-Carl Vallejo (Jun 9, 2025 21:42 PDT)

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

**APPROVED AS TO ACCOUNTING FORM:**

  
Kortni Girardin (Jun 10, 2025 08:12 PDT)


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

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

  
\_\_\_\_\_

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

**APPROVED AS TO RISK ASSESSMENT:**

  
Aaron Holmberg (Jun 10, 2025 08:23 PDT)

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



# 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

June 24, 2025

Reference ID:  
2025-466

### Contract for Legal Services - General Labor and Employment Advice and Representation County Administrator - Personnel ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

#### ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

#### RECOMMENDED ACTION:

Approve the contract between the County of Inyo and Atkinson, Loya, Ruud & Romo for the provision of Legal Services - General Labor and Employment Advice, for an amount not to exceed \$420,000 for the term July 1, 2025 through June 30, 2026, contingent upon the Board's adoption of the Fiscal Year 2025-2026 Budget, and authorize the Chairperson to sign the contract and HIPAA Business Associate Agreement.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Atkinson, Andelson, Loya, Ruud & Romo is a professional law firm that provides the County with advice and representation in specialized employment and labor law matters. Their expertise includes handling complex legal issues such as employment discrimination, labor relations, workplace policies, compliance with employment laws, and dispute resolution. Their experienced attorneys offer strategic guidance and support to ensure the County's legal interests are protected and aligned with best practices in employment and labor law.

Atkinson, Andelson, Loya, Ruud & Romo's proven track record and specialized knowledge in both employment and labor law make them well-equipped to continue providing comprehensive legal support to the County.

#### FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010800
Budgeted?	Yes	Object Code	5262
Recurrence	Ongoing Expenditure	Sole Source?	Yes

#### If Sole Source, provide justification below

Atkinson, Andelson, Loya, Ruud & Romo is a professional law corporation that has successfully provided the County with advice and representation in specialized employment and labor law matters. Their extensive historical knowledge and deep understanding of our policies and practices are crucial for providing consistent and effective representation in this specialized area. Their long-standing relationship with Inyo County enables them to navigate complex legal landscapes efficiently, ensuring that our interests are always well-protected.

**Current Fiscal Year Impact**

While the agreement allows for up to \$420,000, it is uncommon for expenditures to approach the full contract amount in any given fiscal year.

**Future Fiscal Year Impacts**

N/A - This is an annual contract and will not have any impact on future budgets without further approval from your Board.

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

Your Board County could decline to approve the agreement with Atkinson, Andelson, Loya, Ruud & Romo and direct staff to find other legal counsel to assist the County in these matters, or could seek to provide these services through in-house lawyers. Neither alternative is recommended because of the specialized nature, and the extensive amount of time and resources, required for these legal services.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

**High Quality Services** | Quality County Employees

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

**APPROVALS:**

Keri Oney	Created/Initiated - 6/9/2025
Darcy Israel	Approved - 6/10/2025
Keri Oney	Approved - 6/11/2025
John Vallejo	Approved - 6/13/2025
Amy Shepherd	Approved - 6/13/2025
Nate Greenberg	Final Approval - 6/13/2025

**ATTACHMENTS:**

1. Atkinson Andelson Loya Ruud & Romo Contract and HIPAA Business Agreement
2. Sole-Source Form

**AGREEMENT BETWEEN COUNTY OF INYO  
AND  
ATKINSON ANDELSON LOYA RUUD & ROMO**  

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**FOR THE PROVISION OF LEGAL SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of Atkinson Andelson Loya Ruud & Romo of Cerritos, 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 Keri Oney or her designee whose title is Assistant Personnel Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2025 to June 30, 2026 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

B. Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Keri Oney, whose title is Assistant Personnel Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment **C**). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to under the rates set forth in Attachment **C**, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment **B**) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work requested by

County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. 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.

E. 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, including travel and per diem expenses, if any, shall not exceed \$ Four Hundred Twenty Thousand Dollars and Zero cents (\$ 420,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

F. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing 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 hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the County will also include an itemization of any incidental expenses, or travel or per diem expenses which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for incidental expenses, travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. 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.

G. 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 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, 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. Except for those incidental expenses specifically identified in the Schedule of Fees (Attachment B), 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 items not specifically set forth in the Schedule of Fees (Attachment B), 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 D 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:**

Personnel Department	Department
P. O. Box 249	Address
Independence, CA 93526	City and State

**CONTRACTOR:**

Atkinson Andelson Loya Ruud & Romo	Name
12800 Center Court Drive, Suite 300	Address
Cerritos, CA 90703	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.

# #

**AGREEMENT BETWEEN COUNTY OF INYO  
AND  
ATKINSON ANDELSON LOYA RUUD & ROMO  
FOR THE PROVISION OF LEGAL SERVICES**

---

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

**COUNTY OF INYO**

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

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

**CONTRACTOR** Atkinson Andelson Loya Ruud & Romo

By: Ima Rodriguez Moisa  
Signature

Ima Rodriguez Moisa

Type or Print Name

Dated: May 22, 2025

APPROVED AS TO FORM AND  
LEGALITY:

John-Carl Vallejo  
John-Carl Vallejo (Jun 9, 2025 21:37 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Kortni Grardin  
Kortni Grardin (Jun 9, 2025 15:30 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg  
Aaron Holmberg (Jun 13, 2025 05:57 PDT)

County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND  
ATKINSON ANDELSON LOYA RUUD & ROMO  
FOR THE PROVISION OF LEGAL SERVICES**

---

**TERM:**

**FROM:** July 1, 2025

**TO:** June 30, 2026

**SCOPE OF WORK:**

Contractor shall provide general labor and employment legal advice and representation upon request of client.

In the event County requests Contractor to perform litigation work, such work shall adhere to PRISM Liability Defense Counsel Standards (attached).

Notwithstanding anything to the contrary in the Agreement, Paragraph 10 of the Agreement shall be modified to insert the word "negligent" with regard to the Contractor's performance of work. As such, this provision shall read: "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 negligent 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."

ATTACHMENT A-1

AGREEMENT BETWEEN COUNTY OF INYO  
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO  
FOR THE PROVISION OF LEGAL SERVICES

**TERM:**

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

COUNTY OF INYO  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") is made by and between the County of Inyo, referred to herein as Covered Entity ("CE"), and IRMA RODRIGUEZ MOISA of Atkinson, Andelson, Loya, Ruud & Romo referred to herein as Business Associate ("BA"). This Agreement is effective as of July 1, 2025 (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 HITECH 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 HIPM 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 GE's behalf.
- l. **Security Rule** shall mean the HIPM 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)(?); 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."
- i. **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 GE'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 GE'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 HIPM, 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 HIPM, 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: \_\_\_\_\_


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

Title: \_\_\_\_\_

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

### BUSINESS ASSOCIATE

Atkinson Andelson Loya Ruud & Romo

By: 

Print Name: Irma Rodriguez Moisa

Title: Partner

Date: 5/22/2025

**ATTACHMENT B**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND**  
**ATKINSON ANDELSON LOYA RUUD & ROMO**  

---

**FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** July 1, 2025

**TO:** June 30, 2026

**SCHEDULE OF FEES:**

**1. COMPENSATION**

Partners/Of Counsel: \$395 to \$500, depending on years of experience and expertise.  
(IRM 2025-2026 rate is \$420)

Associates: \$305 to \$370 (depending on years of experience)

Law Clerks/Paralegals: \$220

Transcription (if requested for investigations): \$85

Contractor shall reserve the right to increase these rates upon sixty (60) days' notice.

**2. INCIDENTAL EXPENSES**

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purpose of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of the Client with Client's prior approval in the event a particular cost item exceeds \$2,000.00 in the amount and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and work processing, long distance telephone charges, fax/telecopy charges (at \$.20 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND**

**ATKINSON ANDELSON LOYA RUUD & ROMO  
FOR THE PROVISION OF LEGAL SERVICES**

---

**TERM:**

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

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT**

Travel shall be at the County's request and billed at 50% rate of the hourly rate. Per diem travel from portal to portal will be at the current IRS rate.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND  
ATKINSON ANDELSON LOYA RUUD & ROMO  
FOR THE PROVISION OF LEGAL SERVICES**

---

**TERM:**

**FROM:** July 1, 2025

**TO:** June 30, 2026

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment: 2024 Insurance Requirements for OUTSIDE COUNSEL AND RELATED SERVICES**

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

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Professional Liability** (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
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. (*Coverage requirement may be waived if Contract scope of work specifies that performance will be remote.*)
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (*Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.*)
4. **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.

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

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

## **Attachment: 2024 Insurance Requirements for OUTSIDE COUNSEL AND RELATED SERVICES**

**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.

**Verification of Coverage:** Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**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.

**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.

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# **PRISM**

## **LIABILITY DEFENSE COUNSEL STANDARDS**

## **I. INTRODUCTION**

Public Risk Innovation, Solutions, and Management ("PRISM") has established the following Standards for Defense Counsel to follow in representing PRISM's member entities and/or the entity's employees in claims and lawsuits asserted against the entity and/or its employees.

Each PRISM member entity (hereafter "Member Entity" or "Member Entities") has a self-insured retention, which can vary in amount from year to year. Each Member Entity also purchases from PRISM excess insurance above their self-insured retention. The amount of the excess limits also varies from year to year.

Representatives of PRISM, each Member Entity, and Defense Counsel function as a team. The Member Entity understands that as the attorney of record, Defense Counsel has a duty to provide the Member Entity and any assigned individually named defendants with appropriate representation. Defense Counsel should work directly with the Member Entity<sup>1</sup> and PRISM staff to obtain appropriate approvals and authority throughout the matter. It is critical that the Member Entity and PRISM staff be kept informed of all developments in the matter. All significant legal strategy and other important decisions must be raised with appropriate advance notice and discussed with the Member Entity and PRISM staff before any substantive decision is made.

Please note that PRISM may decide to waive or modify some or all of the below Standards as the situation requires. However, Defense Counsel is expected to adhere to the Standards as written, unless specifically exempted from any of them in writing.

## **II. GENERAL EXPECTATIONS OF DEFENSE COUNSEL**

Defense Counsel hourly rates are approved by the Member Entity. Questions regarding rates or rate adjustments should be raised directly with the person so designated at the Member Entity.

The Defense Counsel who is assigned to the case is responsible for the supervision of all partners, associates, and paralegals on their litigation team. To ensure efficient case handling, no more than two (2) attorneys and one (1) paralegal may be assigned to work on any one file absent unusual circumstances. Any requests to use additional staffing must be approved in writing by the Member Entity prior to adding or changing personnel on a particular case. The Member Entity should not be billed for costs and fees associated with new personnel learning about a particular case (see Section XII.F., Disallowed Charges).

Member Entity will typically only pay for one (1) attorney from a firm to attend trials, court appearances, depositions, interviews, conferences, and meetings. If Defense Counsel

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<sup>1</sup> Member Entities may have in-house claims staff handle claim, utilize a Third-Party Claims Administrator (TPA) to handle claims, or utilize a combination of both in-house claims staff and a TPA. All references to Member Entity or Member Entities hereafter refer to all claims staff involved in a particular claim.



believes additional attorneys are needed to attend an event, then Defense Counsel must obtain written authorization from Member Entity and/or its representative in advance of such an event occurring.

Defense Counsel firms must carry Errors & Omissions Insurance with limits, per individual attorney, of at least \$2,000,000 per claim and \$5,000,000 in the aggregate. Certificates of Insurance must be provided to Member Entity on an annual basis no later than July 1<sup>st</sup> of each year.

### **III. CASE ASSIGNMENT AND DEFENSE STRATEGY**

#### **A. Case Assignment**

Cases are assigned to specific attorneys in the Defense Counsel firm and/or Member Entity's legal department and shall not be reassigned to others without the prior written approval of the person responsible for overseeing defense counsel at the Member Entity. Upon receipt of a new case assignment, Defense Counsel must send an acknowledgement of the assignment to the person responsible for overseeing defense counsel at the Member Entity.

The litigation philosophy of the Member Entity is to defend against non-meritorious claims and lawsuits, and to resolve as soon as is practical claims and lawsuits where liability is reasonably clear. The Member Entity want the defense attorneys to take a proactive approach to defending cases, meaning that once an assignment is received, Defense Counsel should direct their efforts towards collecting and analyzing necessary information about the case so as to assess and resolve cases at the earliest possible stage. Defense Counsel is then expected to provide the Member Entity with a realistic evaluation of the case and an appropriate litigation plan and budget. Defense Counsel should not simply be reactionary to the opposing side or to case developments, but should instead actively gather the information necessary to evaluate the case.

To provide the best defense strategy possible, the Member Entity expects Defense Counsel to master the facts, circumstances, and legal issues as soon as possible and to prepare a litigation plan that details the specific objectives Defense Counsel intends to achieve. The litigation plan should take into consideration the fact that in some cases a more streamlined approach to discovery and investigation may be appropriate to help achieve an early resolution, whereas other cases require a more in-depth approach. As the case progresses, Defense Counsel is expected to reevaluate the defense position, particularly as new facts, legal issues, or other matters are discovered.

B. Tenders of Defense

Throughout the life of a case, Defense Counsel must determine whether there are responsible parties in the case, other than Member Entity, or whether Member Entity was named as an additional insured on any applicable insurance policy by any entity, in order to make appropriate and timely tenders of defense.

Defense Counsel should identify other responsible parties, including insurance companies, as soon as is practicable. The possible tender of defense to that party should be discussed with the Member Entity as soon as is practicable. Tender letters should demand a written response within twenty (20) days and Defense Counsel is expected to follow up on all tenders.

C. Member Entity Employees as Defendants

It is expected that upon receipt of the defense assignment in a case where Defense Counsel is assigned to represent the Member Entity and a Member Entity employee, Defense Counsel will immediately ascertain facts necessary to determine if there is a conflict, or potential conflict, which may preclude Defense Counsel from jointly representing all Member Entity related defendants. The Member Entity will assign separate Defense Counsel to those individual defendants for whom separate counsel is deemed appropriate.

Defense Counsel is expected, consistent with the Rules of Professional Conduct, to facilitate cooperation with separate counsel for individual defendants wherever possible, so as to maximize success for all defendants and avoid unnecessary duplication of work.

If at any time during the litigation a conflict of interest develops between or among any of the Member Entity's jointly represented defendants, the conflict must be immediately disclosed to the person responsible for oversight of defense counsel at the Member Entity.

Defense Counsel is required to develop a plan to obtain dismissal of individually named Member Entity's employees. Such strategy should be discussed with the Member Entity. It is not appropriate to secure dismissal of an individual defendant through an agreement to substitute the Member Entity as a named defendant. If a dismissal of an individually named defendant is obtained, Defense Counsel must obtain in writing the individual's agreement to continue to cooperate with the defense of the case after his or her dismissal. A copy of the written agreement must be provided to Member Entity.

D. Miscellaneous

Defense Counsel may not accept service on behalf of the Member Entity or its employees, absent prior express approval.

#### IV. DEFENSE REPORTING REQUIREMENTS

Reporting by Defense Counsel is an extremely important part of the litigation management process. Defense Counsel needs to report on all significant developments as they occur, including newly discovered information. When reporting, correspondence (either letters or emails) should be directed to the person at the Member Entity who is designated to receive such reports with copies to the entity's excess insurer, PRISM.

Reports should be concise and analyze the relevant facts and law. Each report in which factual development is being summarized should also contain an updated analysis of the case explaining how the newly learned information impacts the legal assessment. If the report contains a summary of information pertaining to damages, then the report should contain an updated assessment of the damages exposure in the case. The updates should also briefly summarize the strengths and weaknesses of the plaintiff's case.

A. Specific Reports

Defense Counsel is required to provide the following reports either via correspondence or email. All such reports should be marked "Attorney-Client Privileged Communication."

- Immediately upon receipt of defense assignment, a written acknowledgment of receipt of the assignment of the case for defense handling.
- A written initial case evaluation and litigation budget within sixty (60) days of receipt of the assignment.
- A written status report every ninety (90) days during the litigation or as warranted by new case developments.
- A written Defense Evaluation summarizing the facts, the liability aspects of the case, the claimed damages, and Defense Counsel's thoughts regarding the settlement value of the case at least thirty (30) days before a mediation, settlement conference, or any other event during which potential settlement of the case will be discussed.
- A written Defense Evaluation at least forty-five (45) days prior to the first day of trial.

B. Topics to Include in Initial Case Evaluation

The following topics should be included, under separate headings, in the initial case evaluation:

- Pleadings – Identify the court and filing date, all parties and their attorneys, provide a brief evaluation of the opposing attorney, and

list the causes of action alleged against each Member Entity defendant.

- Factual Background – Briefly summarize all file materials reviewed, relevant history, and any other pertinent documents used by Defense Counsel to develop the factual background of the case. This should include, but is not limited to, the following:
  - Information about actual or potential co-defendants and their counsel
  - Age, education, employment status, and marital/family status of the plaintiff(s)
  - Age, education, employment status, and marital/family status of all individual defendants
  - A summary of all witness interviews conducted
  - A summary of all relevant documents reviewed
- Liability Analysis – Provide an opinion on potential liability including a review of any statute of limitations issues, an analysis of the likelihood of success as to each of the causes of action alleged, and a description of applicable affirmative defenses.
- Strength and Weakness Analysis – Summarize the strengths and weaknesses of the plaintiff's case.
- Discovery Plan – Provide a summary of the discovery Defense Counsel anticipates conducting in the case and the reason for it.
- Motion Practice – Describe any motion practice Defense Counsel anticipates.
- Damages – Provide any known information on potential general and special damages.
- Settlement History and Potential for Early Resolution – Provide a summary of any prior settlement discussions and/or discuss any thoughts regarding early settlement including the use of statutory offers to compromise.
- Likelihood of Success – Provide a low, medium, and high range of expected verdicts if the plaintiff(s) were to prevail and the percentage likelihood that the verdict ends up in each range.
- Attorneys' Fees – If the plaintiff(s) can recover fees, provide an estimate of the fees Defense Counsel expects the plaintiff(s) has incurred to date, as well as what is expected to be incurred through trial. Also provide an estimate of future defense attorneys' fees and costs.
- Litigation Timeline – Describe the anticipated litigation timeline for the matter.
- Experts and Consultants – Identify the types of experts and/or consultants needed and the name and expertise of any experts and/or consultants Defense Counsel suggests retaining.

C. Budget Report

A Budget Report is required for each case on which Defense Counsel is retained. Although budgets are intended to be estimates of the scope, cost, and duration of a matter, the Member Entity will rely on these reports in setting adequate reserves. An initial budget report must be submitted to the Member Entity's person responsible for oversight of defense counsel within sixty (60) days of assignment of the case. If Defense Counsel becomes aware of any changes to the budget estimate, an Updated Budget Report should be provided immediately.

The Budget Report should include attorneys' fees and cost estimates for the following areas: 1) Initial Pleadings; 2) Factual Investigation (including discovery, review of subpoenaed records, witness interviews, and depositions); 3) Law and Motion; 4) Alternative Dispute Resolution; 5) Experts (includes expert fees for record review, deposition, and trial, and fees and costs incurred by Defense Counsel in taking and defending expert depositions); 6) Pre-Trial Preparation; and 7) Trial.

D. Defense Evaluation Report

The Defense Evaluation Report is designed to provide the reader the best and most current information on a litigated matter prior to any mediation, settlement conference, arbitration, or trial. The report must be provided to Member Entity and PRISM at least thirty (30) days before the mediation, settlement conference, arbitration, or start of trial or, in any event, promptly upon request by PRISM.

The following headings should be used in the Defense Evaluation Report. A brief description of what is expected under each heading is set forth after the name of the heading below.

- Plaintiff(s) and Defendant(s) – Identify each plaintiff and defendant by name. Describe the age, education, relevant employment history, and the role in the case of each individual. Also, describe the witness potential of each Plaintiff and each individual Defendant, including Defense Counsel's opinion as to how each will be viewed by a jury.
- Claims – Provide a summary of all claims asserted by each Plaintiff against each Defendant.
- Actual or Potential Co-Defendants and Cross-Defendants – Identify each co-defendant/cross-defendant and the causes of action asserted against each of them. Also identify any other potential parties and the causes of action that could be asserted and explain why contribution has not been pursued.

- Factual Background – Provide a summary of facts pertinent to the case.
- Percipient Witnesses – Identify each percipient witness to be called by each party, their affiliation (if any) with the Member Entity, and Defense Counsel's opinion regarding how they will be viewed by a jury.
- Expert Witnesses – Describe the expected testimony and opinions of the experts for all parties. If Plaintiff(s) have not yet disclosed experts, describe their anticipated testimony and opinions.
- Liability – Provide a thorough discussion of the critical liability issues, including the Plaintiff's theories and the Member Entity's defenses, whether the Plaintiff was comparatively negligent and the liability of all actual and potential Defendants. If applicable, this section should include discussion about the likelihood of success of affirmative defenses, statutes of limitations issues, mitigation, and immunities to be raised through summary judgment or trial. Also, include a reasonable prediction of which party(ies) are likely to prevail on which claims at trial and a probability of an overall defense verdict.
- Special Damages – Provide a summary of the critical damages issues including an analysis of the amount and type of special damages the Plaintiff(s) will claim and an analysis of whether these damages are appropriate. This analysis should reflect what you expect the Plaintiff(s) will attempt to "blackboard" and provide a likelihood of success on each item of special damages you expect to be claimed. If there is a claim for past or future lost earnings, please include dates of birth, life and work life expectancies, mitigation and off-set issues, and analysis regarding lost retirement benefits.
- General Damages – Discuss the Plaintiff's general damages claim including an analysis of what facts support or detract from a general damages award. Provide Defense Counsel's estimate of a likely general damages award.
- Punitive Damages – Identify who a punitive damages claim is alleged against, analyze the Plaintiff's likelihood of success in obtaining such an award, and provide an estimate of what you expect such an award might be. The Member Entity is immune from punitive damages under California Government Code Section 818.8, but individually named Defendants are not immune. Discuss Defense Counsel's plan for handling the punitive damages aspect of the case.
- Injunctive/Equitable Relief and Non-Monetary Damages – If the Plaintiff is seeking such relief, provide Defense Counsel's analysis regarding their likelihood of success on such a claim.
- Attorneys' Fees and Costs – In cases involving claims based upon statutes authorizing fees, such as employment and civil rights cases, provide an estimated calculation of the Plaintiff(s)' attorneys' fees and costs to date, as well as Defense Counsel's anticipated amount through trial.

- Settlement Discussions/Demand – Report on any settlement discussions with opposing parties including any CCP Section 998 or Rule 68 Offers to Compromise.
- Trial/Settlement Conference/Mediation Information – Provide the dates, times, and locations for any scheduled trial, settlement conference and/or mediation. Please also provide the estimated length of trial and a brief outline of expected defense fees and costs through the conclusion of trial.
- Case Evaluation – Summarize the overall position of the case (strengths and weaknesses of the Plaintiff's case) and make recommendations regarding a resolution or continued defense of the case. Provide a low, medium, and high range of expected verdicts if the Plaintiff(s) were to prevail and the percentage likelihood that the verdict ends up in each range. Provide Defense Counsel's recommendations regarding an appropriate settlement range.
- Conclusion – Provide any additional thoughts not expressed above and identify additional work that needs to be completed.

## V. PLEADINGS

### A. Responsive Pleadings

Defense Counsel should review the Complaint for possible Demurrer/Motion to Dismiss or Motion to Strike based on governmental or other statutory immunities and make recommendations to the Member Entity. Defense Counsel must obtain authority from the Member Entity before filing any motion including, but not limited to a Demurrer, Motion to Dismiss, Motion for Judgment on the Pleadings, or Motion to Strike. Defense Counsel must provide to the Member Entity a final copy of the points and authorities in support of, in opposition to, or in reply to any motion filed in the case.

### B. Cross-Complaints

Consider in every case whether a Cross-Complaint is necessary or appropriate. Defense Counsel must obtain approval from the Member Entity prior to filing a Cross-Complaint and a copy of the Cross-Complaint must be provided to Member Entity after filing.

### C. Law and Motion/Research

Appropriate pre-trial motions are encouraged when they can result in the early conclusion of the case or reduce triable issues. Defense Counsel is selected for their expertise in their particular areas of practice; therefore, the Member Entity does not expect to be billed for basic research in the practice area. All attorney or paralegal research time in excess of five (5) hours per case must be preapproved by the Member Entity.

## VI. DISCOVERY

Defense Counsel should refrain from conducting discovery that amounts to abuse. It is critical that Defense Counsel be aware of the facts concerning relevant documents and their availability, including electronically stored information, and to properly preserve and assert appropriate privileges.

In addition, Defense Counsel shall conduct a thorough investigation, working with Member Entity's Defense Counsel Liaison to ensure that all persons with relevant information are identified and contacted, and shall conduct a thorough search for all relevant documents, ensuring that all reasonable leads are followed. Defense Counsel shall also determine what electronically stored information has been preserved, if any, where it is located, whether the information is securely stored, and confirm the chain of custody. Defense Counsel needs to understand the basics of the information systems where relevant electronically stored information resides. It is important to resolve any issues regarding production of electronically stored information early in discovery, including forms of production and what is not reasonably accessible.

When providing discovery responses, Defense Counsel should consider potential evidentiary issues at trial, including the possibility of limiting instructions based upon the failure to produce requested documents. Potential discovery problems should be raised with Member Entity immediately. Counsel must notify the Member Entity of any motion to compel and/or request for sanctions against the Member Entity and/or Defense Counsel, and provide a copy of any such motion, request, or order.

### A. Interrogatories and Requests for Admission and Documents

At the beginning of each case, Defense Counsel should send form discovery requests and, if appropriate, special interrogatories and requests for admission to the Plaintiff. Upon receiving responses, Defense Counsel should provide a written summary of the relevant responses.

Upon receiving discovery requests in a case, Defense Counsel should immediately provide the requests to the Member Entity. Defense Counsel should then: 1) identify appropriate objections; 2) review all documents requested to determine if any privileges are applicable; 3) prepare draft responses with the information available to Defense Counsel at that time; 4) identify requests that require additional information from Member Entity employees; 5) meet with Member Entity employees, as needed, to assist in formulating responses or gathering and reviewing documents; and 6) prepare the responses in final form and forward to the Member Entity for approval and verification. It is important to finalize discovery responses sufficiently in advance of the due date to allow time to obtain the necessary verifications.



**B. Depositions**

The Member Entity must be given advance notice of all depositions that occur in a case. Generally, the approved trial attorney is encouraged to take or defend the depositions of the Plaintiff, any individually named Member Entity Defendants, critical witnesses, and experts.

It is expected that Defense Counsel will thoroughly prepare Member Entity's Defendants and witnesses. This includes providing them with general background relating to the deposition process, information regarding the significance of their testimony and demeanor, and prepare them for questions regarding the facts of the case. It is not appropriate to wait until the day of the deposition to prepare the witness to testify.

If Defense Counsel believes that a deposition should be video-taped, Counsel must obtain authorization from the Member Entity before scheduling a video-taped deposition.

**C. Damages Defense**

Defense Counsel should use any forms of discovery to fully develop and verify all claimed economic damages, including a review of all available collateral sources such as: 1) private health insurance; 2) workers' compensation; 3) Medicare/Medi-Cal (even if inadmissible); 4) income replacement sources; 5) Social Security and Supplemental Social Security; and 6) other available jobs the Plaintiff could have pursued (for mitigation).

In litigated cases involving complex economic damages, assistance of economic experts may be appropriate. Prior to trial, a decision to not present a damage defense must be discussed with and approved by Member Entity.

## **VII. EXPERT REVIEWS AND WITNESSES**

At the outset of each case, Defense Counsel should evaluate what areas of expert testimony may be needed to assist in the defense of the case and should, at the earliest possible time, determine whether expert witnesses need to be retained and advise Member Entity regarding same. Evaluations conducted by defense experts should be completed early enough in the case where they can assist Defense Counsel in evaluating the liability and damages issues in the case.

Requests to consult with or retain expert witnesses and/or conduct Independent Medical/Psychological Examinations should be discussed with the Member Entity and authorization obtained before retention.

If at all possible, if there is more than one defendant in a case, the sharing of experts should be explored wherever practical and in the best interests of the Member Entity. A

decision to share experts should be made in writing to ensure the availability of such experts in the event a Co-Defendant is dismissed or settles.

Once it has been decided to use an outside expert, Defense Counsel is expected to:

- Contact the proposed expert to determine the expert's willingness to conduct the review or examination.
- Obtain an estimate regarding the amount of time that will be required for the review or examination. If time is subsequently expected to exceed the initial estimate, then Defense Counsel must obtain an updated estimate.
- Obtain the hourly rate and obtain approval from the Member Entity regarding the rate requested.
- Confirm the agreement on fees and costs with the expert in writing.
- Provide all relevant records to the expert.
- Instruct the expert not to prepare a written report before discussion with Defense Counsel. At that time, counsel should determine if a written report is necessary.

After receiving billing from an expert, Defense Counsel shall review the bill. Any inconsistencies should be discussed with the expert. Defense Counsel is not authorized to advance expert fees unless prior approval has been obtained from the Member Entity.

When formal disclosure of expert witnesses is required, Defense Counsel should provide the Member Entity with a copy of the disclosure, as well as any disclosures provided by other parties in the case. Any retention and disclosure of supplemental witnesses must be discussed with the Member Entity before the supplemental disclosure occurs.

## **VIII. TRIAL PREPARATION**

As soon as a trial date is assigned, Defense Counsel should notify in writing all witnesses, the Member Entity, and PRISM of the date, time, and location of the trial. Defense Counsel should advise the witnesses whether their attendance is necessary on the first day of trial and coordinate the scheduling of testimony with the witnesses.

Defense Counsel should timely provide information on the judge assigned for trial. The decision to challenge a judge can only be made by the Member Entity and will require an analysis of other potential judges that could be assigned. Any request to waive a jury must also be discussed with and approved by the Member Entity.

In advance of trial, Member Entity witnesses should be well prepared by Defense Counsel to testify, including familiarity with any prior statements of testimony made by them or others pertaining to them. Witnesses should also be prepared regarding likely cross-examination, personal demeanor, how to "connect" with the jury, and appropriate dress. If witnesses are being asked about documents, they should be instructed on the foundation for the admissibility of documents, so they can understand why they are being asked certain questions.

Questions about important objections or issues to be raised in motions *in limine*, trial briefs, or other pleadings, should be discussed with the Member Entity before trial.

## **IX. TRIALS**

Unless previously approved by the Member Entity, only one attorney may try a case on behalf of the PRISM.

Attendance at trial by the proper representative from Member Entity is critical to the successful defense of cases. It is important to identify and propose to the Member Entity well in advance of trial an appropriate trial representative.

During trial, Defense Counsel is expected to provide brief daily email updates, including an assessment of the jury, the Court, and the testimony of witnesses and experts. As significant developments occur, more detailed updates should be provided. Any settlement offers must be conveyed immediately.

If requested, Defense Counsel shall provide a post-trial report. After the trial has concluded, Defense Counsel is expected to make recommendations to the Member Entity on appropriate post-trial motions or appeals. Any agreement to waive costs in exchange for an agreement not to appeal must be authorized by the Member Entity. The Member Entity's policy is to pursue costs and attorneys' fees when awarded. Defense Counsel shall report on the amount of costs and fees awarded and provide an assessment of the financial resources and ability of the Plaintiff to pay the award.

## **X. WRITS AND APPEALS**

Following trial, Defense Counsel shall consult with the Member Entity regarding appropriate post-trial motions and appeals. All petitions for writs of mandate must be authorized by Member Entity.

## **XI. SETTLEMENTS**

Defense Counsel is encouraged to explore the settlement of cases informally with opposing counsel early in the litigation after obtaining the appropriate authorization. Member Entity also encourages mediations and participation in voluntary settlement. Approval to mediate a case must be given by the Member Entity. A representative from the Member Entity will attend mediations and mandatory settlement conferences on behalf of the Member Entity.

Defense Counsel may not enter into negotiation, agreement, or binding settlement without first obtaining the appropriate authorization from the Member Entity. Settlements over a certain amount are contingent upon approval by the Member Entity's board, PRISM, and potentially reinsurers. In cases in which the potential settlement will exceed the entity's self-insured retention, the entity will need to obtain authority from PRISM in advance of any settlement discussions. The need to obtain approvals from an entity's Board and/or PRISM should be communicated to the Plaintiff's counsel during any settlement

negotiations. In cases involving claims for statutory attorneys' fees, all settlement offers, including statutory offers to compromise, should be structured to resolve all claims including attorneys' fees. All potential causes of action should be included in the settlement and release.

All settlements must consider the existence of any potential liens or right of recovery by Medicare, ERISA plans, Medi-Cal, workers' compensation insurers, etc. Defense Counsel is expected to determine who paid for any medical treatment provided to the Plaintiff in the case and how much was actually paid.

Upon reaching an oral settlement, Defense Counsel should immediately prepare a written settlement agreement. Defense Counsel is responsible for assuring that the settlement agreement is accurate and legally enforceable. If a case is resolved at mediation, it is important to have the parties and their attorneys sign, at the least, a written document that contains the material terms and conditions. Plaintiff's counsel should be advised that it usually takes approximately thirty (30) days for the Member Entity to issue a settlement check after the final agreement has been signed by all parties and their attorneys.

After a dismissal is obtained, Defense Counsel must forward a copy of the filed dismissal to the Member Entity and PRISM as well each named Defendant.

## **XII. BILLING PROCEDURES**

All invoices are to be submitted on a monthly basis and directed to the Member Entity's Defense Counsel Liaison. Billings that do not comply with the billing guidelines will not be paid. Payment of any bill by the Member Entity does not constitute a waiver of the Member Entity's right to question, dispute, obtain reimbursement, compromise, or request repayment or future credit, for any bill or invoice previously paid.

Invoices for counsel fees and expenses should be submitted monthly, within thirty (30) days of the end of the billing period. Final invoices should be submitted within thirty (30) days from receipt of a filed Dismissal. Defense Counsel is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill. Receipts must be submitted for all travel and other expenses.

Firm staffing on all cases should be as limited as possible. Absent prior approval, the Member Entity will not pay for more than one (1) attorney performing the same task. For example, the Member Entity will not pay for two (2) or more attorneys to attend the same deposition. Work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience.

There should be no more than two (2) attorneys and one (1) paralegal performing work on a case at any given time. Other firm personnel may occasionally have to work on a case due to job departures, vacations, illnesses, schedule conflicts, etc., but this is the exception, not the rule. Member Entity will not pay for "training" time for new attorneys or "learning" time or "orientation" time as new billers become involved in a matter and are

learning the facts and issues. If a firm has summer associates, their time should not be billed to a case without first being approved by the Member Entity.

A. Invoices

Invoices should accurately itemize, in detail, all work performed on a matter. Each invoice must include the following:

- Law firm name and address
- Date of the bill
- Law firm tax identification number
- The Member Entity and/or TPA and/or their respective claim number
- Plaintiff(s) name(s)
- Each billing entry must state the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry
- Attorneys and paralegals should bill actual time spent in increments, no greater than 1/10<sup>th</sup> of an hour for each entry
- Summarize at the end of the bill, the number of hours for each specific biller
- Summarize at the end of the bill the totals for fees, costs, and experts
- Narrative or block/bundled billing is not permitted
- Final bills should be clearly marked
- Invoices must reflect activity for only one (1) case
- Billing entries should be listed chronologically in order of occurrence and not sub-divided by individual or task
- If a number of different tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., "telephone conference with John Doe (.30); Attend conference with Jane Doe (1.20), etc."
- Entries regarding telephone conferences must specify the participants and the subject matter discussed

Vague descriptions such as "work on file," "telephone call," "conference," and "research," without further explanation, are not acceptable and will not be paid.

Vendor invoices (e.g. experts, mediators, photocopy services, court reporters, and others) in an amount up to two thousand dollars (\$2,000) per case should be paid by the law firm and included with the monthly attorney billing. Defense Counsel must review and approve all vendor invoices.

B. Maximum Allowable Charges and Travel

The following guidelines are provided regarding maximum allowable charges:

- The Member Entity will only pay the actual cost incurred for reasonable expenses without any markups.
- A firm may conduct necessary and appropriate research up to five (5) hours per case without prior approval by the Member Entity.
- Photocopy costs should not exceed ten cents (\$0.10) per page. Firms are expected to limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Billing entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed.
- Mileage should be billed at the applicable Federal rate at the time of travel. The invoice should state the number of miles actually driven.
- Telephone and Fax: Actual long distance charges only. No charges for an incoming fax and no per-page fax charge.
- Virtual Court Appearances: Member Entity will pay for reasonable charges charged by a court for Defense Counsel to appear virtually at appearances.
- Air travel is limited to coach or economy rate. Receipts for airfare should allow a reviewer to identify the fare as economy/coach class.
- Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business. Reimbursement is limited to the mid-size class.
- Incidentals, such as movies, alcohol, and entertainment are not allowed.
- Travel time shall be pro-rated if the travel includes time spent on non-Member Entity business.

C. Disallowed Charges

In addition to items listed above in sections A and B, the Member Entity will not reimburse for the following:

- Local telephone calls and all cellular phone charges.
- Routine postage, such as the U.S. Postal Service rates for letters. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge. Any postage charges that are not explained will not be reimbursed.
- File opening, file organization, or other administrative charges.
- Interoffice conferences between members of the firm, including assigning files or tasks to members of the firm.
- Case administration (e.g. reviewing status of assignments given to associates and paralegals; directing associates, paralegals, or secretaries; preparing or reviewing bills).
- Clerical tasks (e.g. transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production,

communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing).

- Meals, except in conjunction with out-of-town travel (alcohol will not be reimbursed in conjunction with any travel).
- Routine legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction.
- All work customarily performed by secretaries and other administrative personnel including but not limited to, photocopying/bates stamping documents, scanning documents, transcription, retrieving files, indexing pleadings, updating case captions, making travel arrangements, calendaring, and preparing bills/invoices.
- Subscription services (e.g. Westlaw, Lexis-Nexis, or other legal database charge).
- Charges for the use of virtual conference rooms or other virtual meeting services.
- Responding to requests from Member Entity and/or their auditors relating to case file management and/or billing issues.



# County of Inyo

## Sole Source Authorization Form

Vendor: **Atkinson Andelson Loya Ruud & Romo**

Date: 05/15/2025

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

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

Select one of the following:

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

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



# County of Inyo

## Sole Source Authorization Form

**Sole Source Justification:**

Atkinson, Andelson, Loya, Ruud & Romo is a professional law corporation that has successfully provided the County with advice and representation in specialized employment and labor law matters. Their extensive historical knowledge and deep understanding of our policies and practices are crucial for providing consistent and effective representation in this specialized area. Their long-standing relationship with Inyo County enables them to navigate complex legal landscapes efficiently, ensuring that our interests are always well-protected.



**Department Head Signature**

**Sole Source Approval**



Denelle Carrington (Jun 9, 2025 15:32 PDT)

**Purchasing Agent Signature**



John-Carl Vallejo (Jun 9, 2025 21:37 PDT)

**County Counsel Signature**



Kortni Girardin (Jun 9, 2025 15:30 PDT)

**Auditor-Controller Signature**



# 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

June 24, 2025

Reference ID:  
2025-454

### Self-Insured Retention (SIR) Policy Change County Administrator - Risk Management ACTION REQUIRED

#### ITEM SUBMITTED BY

Aaron Holmberg, Risk Manager

#### ITEM PRESENTED BY

Aaron Holmberg, Risk Manager

#### RECOMMENDED ACTION:

A) Approve the new Self-Insured Retention (SIR) policy requiring an action of the Board of Supervisors to change the SIR amount of our general liability insurance coverage for any change equal to or greater than 20% of the SIR last approved by the Board of Supervisors (for changes to SIR or deductible amounts for all other insurance programs, the Risk Manager shall be required to take such action); and B) Retroactively approve the change from \$100,000 to \$250,000 in the general liability SIR previously authorized by the Risk Manager.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The County of Inyo is a long-standing member of the risk-sharing pool called Public Risk Innovation Solutions and Management (PRISM), formerly called CSAC-EIA. One of the programs that the County uses in General Liability One (GL1), which provides substantial limits of liability coverage that the County could not purchase in the open market. PRISM members select their own self-insured retention (SIR), which is the amount per claim that the member would pay in legal expenses, settlement, and other costs, before coverage kicks in. As a member of the pool, the member's requested SIR requires PRISM Underwriting approval.

An SIR is determined by the entity's comfort with risk and the results of actuarial studies which compare premiums and expected costs at different SIR amounts at selected confidential levels. Inyo County's SIR was \$100,000 for decades. In recent years, the cost of risk in California and elsewhere has skyrocketed due to a steady increase in catastrophic losses ("adverse loss development"), plaintiff litigation financing, inflation in medical costs, aging infrastructure, and social inflation. Due to anticipated year-over-year premium increases, the Risk Manager had actuarial studies done to determine if and at what level a higher SIR could save the County substantial premium dollars, within a 90% confidence level, without exposing the County to intolerable risk. The Risk Manager advised the CAO of the results with a proposed change to the County's SIR, the CAO agreed to move forward with the recommendation, PRISM's Underwriting approved the change, and the change was implemented. There was no Inyo County policy requiring Board approval for such a change.

Since the change was implemented, the State Controller's Office has informed the County's Auditor that the governing board should approve such a change due to exposure to the County's financial stability if significant adverse loss development occurs. Therefore, the request is to implement a policy requiring

Board approval for change to the general liability SIR of 20% or greater (up or down), and to accept the change that was implemented more than a year ago.

#### **FISCAL IMPACT:**

There is no direct fiscal impact related to this requested policy. This request is in support of the Board's fiscal authority to regulate future potential financial impacts from claims against the County.

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

The Board could decline this policy request. However, this request is being made to resolve a finding from the State Controller's Office, so declining to institute this policy is not recommended. The Board could increase or decrease the percent change in the SIR requiring Board approval, though increasing the percent too high could result in a future finding from the State Controller's Office.

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

None.

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

Not Applicable

#### **APPROVALS:**

Aaron Holmberg	Created/Initiated - 6/2/2025
Darcy Israel	Approved - 6/3/2025
Aaron Holmberg	Approved - 6/3/2025
Keri Oney	Approved - 6/9/2025
Amy Shepherd	Approved - 6/9/2025
John Vallejo	Approved - 6/10/2025
Nate Greenberg	Final Approval - 6/12/2025

#### **ATTACHMENTS:**



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 24, 2025

Reference ID:  
2025-443

### Porter Scott Legal Services Agreement

#### County Administrator - Risk Management

##### ACTION REQUIRED

##### ITEM SUBMITTED BY

Aaron Holmberg, Risk Manager

##### ITEM PRESENTED BY

Aaron Holmberg, Risk Manager

##### RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and Porter Scott of Sacramento, CA, for the provision of legal services in an amount not to exceed \$400,000 for the period of July 1, 2025 through June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

##### BACKGROUND / SUMMARY / JUSTIFICATION:

Porter Scott has been a vital resource for years and is currently representing the County in a number of ongoing and potential legal matters.

##### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	500903
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure	<b>Sole Source?</b>	Yes

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

Long-term established relationship with firm, and the firm is actively engaged in ongoing legal matters. It would be very costly and inefficient to switch legal counsel.

<b>Current Fiscal Year Impact</b>
Up to \$400,000 (likely \$125,000) for the period between 7/1/25 and 6/30/26
<b>Future Fiscal Year Impacts</b>
Up to \$400,000 total for the fiscal years 25/26, 26/27, and 27/28

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

Your Board could deny this request. This is not recommended as Porter Scott is currently representing the County in a number of ongoing matters and is a valuable resource to the County.

##### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel; County Administrator; Personnel

**STRATEGIC PLAN ALIGNMENT:**

Not Applicable

**APPROVALS:**

Aaron Holmberg	Created/Initiated - 5/30/2025
Darcy Israel	Approved - 6/3/2025
Aaron Holmberg	Approved - 6/3/2025
Keri Oney	Approved - 6/9/2025
Amy Shepherd	Approved - 6/9/2025
John Vallejo	Approved - 6/10/2025
Nate Greenberg	Final Approval - 6/11/2025

**ATTACHMENTS:**

1. Porter Scott Contract

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Porter Scott, A Professional Corporation**  
**FOR THE PROVISION OF Legal Services**  
**SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of Porter Scott, A Professional Corporation (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties 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 Aaron Holmberg or John Vallejo, whose title is: Risk Manager or County Counsel. 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 that any minimum amount of services or work will be requested of the Contractor. 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 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.

**2. TERM.**

The term of this Agreement shall be from July 1, 2025 to June 30, 2028 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

- C. 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 four hundred thousand dollars (\$ 400,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

D. Federal and State taxes.

- i. 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.
- ii. 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).
- iii. 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.
- iv. 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, or 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 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 utility connections as are 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.

**7. COUNTY PROPERTY.**

- A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are 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.
- 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 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 the 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 liability, loss, damage, expense, costs 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 and any applicable laws, ordinances, or regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.
- B. Inspections and Audits. Any authorized representative of County shall have access to any records including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained

by Contractor. Further, County has the right 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, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract any part of this Agreement without the written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the written consent of County.

**15. DEFAULT.**

If the Contractor abandons the work, 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 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 direct or indirect interest 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 which, 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 shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement 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 by the mutual consent of the parties, 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 regarding this Agreement 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	
County Administration - Risk Management	Department
1360 North Main St	Address
Bishop, CA	City and State

Contractor:	
Matthew Gross, Esq.	Name
2180 Harvard St, Ste 500	Address
Sacramento, CA 95815	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.

**COUNTY OF INYO**

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

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

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

**CONTRACTOR**

By: Matt Gross  
Signature

Matt Gross  
Print or Type Name

Date: 5-29-2025

**APPROVED AS TO FORM AND LEGALITY:**

Christian E. Milovich

County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Amy Shepherd  
Amy Shepherd May 29, 2025 15:57 PDT

County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

K Enig

Personnel Services

**APPROVED AS TO INSURANCE REQUIREMENTS:**

Aaron Holmberg

County Risk Manager

## **ATTACHMENT A – SCOPE OF WORK**

### **AGREEMENT BETWEEN COUNTY OF INYO AND Porter Scott, A Professional Corporation FOR THE PROVISION OF legal services SERVICES**

Contractor shall provide the following services pursuant to the terms of the Agreement and to the terms outlined in Attachment D, which is incorporated herein by this reference.

1. Contractor shall represent and advise the County and such of its agents, officers and employees as the County may designate, in pending and potential litigation before state and federal courts, and county, state and federal administrative agencies. Contractor shall receive direction from the Inyo County Board of Supervisors, County Counsel and/or County Administrator or the Risk Manager. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement.
2. Contractor shall maintain and retain files and materials on cases and other matters upon which he is working. Electronic copies of documents received and created by Contractor shall be delivered to County Risk Management Office to be stored.
3. Contractor shall file and serve required pleadings, notices, discovery documents and materials on behalf of the County its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
4. Contractor may email to the Offices of County Counsel and Risk Management copies of those pleadings, notices, discovery, documents and materials to be appropriately delivered to County officers and employees. The Office of County Counsel and/or Risk Management will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
5. Contractor shall take the actions necessary to have all pleadings, notices, discovery, documents and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his office and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel and Risk Manager one copy of all pleadings, notices, discovery and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
6. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
7. Contractor shall not accept other employment which will interfere or cause a conflict of interest with representation of the County of Inyo and its agents, officers and employees.

**ATTACHMENT B – SCHEDULE OF FEES**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Porter Scott, A Professional Corporation  
**FOR THE PROVISION OF** Legal Services  
**SERVICES**

**1. COMPENSATION:**

Partner: \$275.00/hour  
Associate: \$250.00/hour  
Paralegal \$125/hour  
Travel: \$140/hour

**2. INCIDENTAL EXPENSES:**

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of the Client, with Client's prior approval, in the event a particular cost item exceeds \$7,500.00 in amount; and without the prior approval of Client in the event a particular cost item totals \$7,500.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges (at \$0.10 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

**ATTACHMENT C – INSURANCE PROVISIONS**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Porter Scott, A Professional Corporation  
FOR THE PROVISION OF legal services  
SERVICES**

See attached.



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

Contractor/Consultant 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. **Professional Liability** (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
2. **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.
3. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, covering Code 8 (hired) and Code 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Transportation services require a \$5,000,000 minimum limit. *(Coverage requirement is waived if performance is entirely from home and/or outside of Inyo County.)*
4. **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. *(Coverage requirement may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*

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).

**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 12 19 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County,

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

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.

**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 expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

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

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

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

**Verification of Coverage:** Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

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

**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

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

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 contractor 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.

**ATTACHMENT D**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND PORTER SCOTT, A PROFESSIONAL CORPORATION**  
**FOR THE PROVISION OF LEGAL SERVICES**

The attached PRISM Defense Counsel standards are attached and incorporated by reference to the contract.



# **PRISM**

## **LIABILITY DEFENSE COUNSEL STANDARDS**

## **I. INTRODUCTION**

Public Risk Innovation, Solutions, and Management ("PRISM") has established the following Standards for Defense Counsel to follow in representing PRISM's member entities and/or the entity's employees in claims and lawsuits asserted against the entity and/or its employees.

Each PRISM member entity (hereafter "Member Entity" or "Member Entities") has a self-insured retention, which can vary in amount from year to year. Each Member Entity also purchases from PRISM excess insurance above their self-insured retention. The amount of the excess limits also varies from year to year.

Representatives of PRISM, each Member Entity, and Defense Counsel function as a team. The Member Entity understands that as the attorney of record, Defense Counsel has a duty to provide the Member Entity and any assigned individually named defendants with appropriate representation. Defense Counsel should work directly with the Member Entity<sup>1</sup> and PRISM staff to obtain appropriate approvals and authority throughout the matter. It is critical that the Member Entity and PRISM staff be kept informed of all developments in the matter. All significant legal strategy and other important decisions must be raised with appropriate advance notice and discussed with the Member Entity and PRISM staff before any substantive decision is made.

Please note that PRISM may decide to waive or modify some or all of the below Standards as the situation requires. However, Defense Counsel is expected to adhere to the Standards as written, unless specifically exempted from any of them in writing.

## **II. GENERAL EXPECTATIONS OF DEFENSE COUNSEL**

Defense Counsel hourly rates are approved by the Member Entity. Questions regarding rates or rate adjustments should be raised directly with the person so designated at the Member Entity.

The Defense Counsel who is assigned to the case is responsible for the supervision of all partners, associates, and paralegals on their litigation team. To ensure efficient case handling, no more than two (2) attorneys and one (1) paralegal may be assigned to work on any one file absent unusual circumstances. Any requests to use additional staffing must be approved in writing by the Member Entity prior to adding or changing personnel on a particular case. The Member Entity should not be billed for costs and fees associated with new personnel learning about a particular case (see Section XII.F., Disallowed Charges).

Member Entity will typically only pay for one (1) attorney from a firm to attend trials, court appearances, depositions, interviews, conferences, and meetings. If Defense Counsel

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<sup>1</sup> Member Entities may have in-house claims staff handle claim, utilize a Third-Party Claims Administrator (TPA) to handle claims, or utilize a combination of both in-house claims staff and a TPA. All references to Member Entity or Member Entities hereafter refer to all claims staff involved in a particular claim.

believes additional attorneys are needed to attend an event, then Defense Counsel must obtain written authorization from Member Entity and/or its representative in advance of such an event occurring.

Defense Counsel firms must carry Errors & Omissions Insurance with limits, per individual attorney, of at least \$2,000,000 per claim and \$5,000,000 in the aggregate. Certificates of Insurance must be provided to Member Entity on an annual basis no later than July 1<sup>st</sup> of each year.

### **III. CASE ASSIGNMENT AND DEFENSE STRATEGY**

#### **A. Case Assignment**

Cases are assigned to specific attorneys in the Defense Counsel firm and/or Member Entity's legal department and shall not be reassigned to others without the prior written approval of the person responsible for overseeing defense counsel at the Member Entity. Upon receipt of a new case assignment, Defense Counsel must send an acknowledgement of the assignment to the person responsible for overseeing defense counsel at the Member Entity.

The litigation philosophy of the Member Entity is to defend against non-meritorious claims and lawsuits, and to resolve as soon as is practical claims and lawsuits where liability is reasonably clear. The Member Entity want the defense attorneys to take a proactive approach to defending cases, meaning that once an assignment is received, Defense Counsel should direct their efforts towards collecting and analyzing necessary information about the case so as to assess and resolve cases at the earliest possible stage. Defense Counsel is then expected to provide the Member Entity with a realistic evaluation of the case and an appropriate litigation plan and budget. Defense Counsel should not simply be reactionary to the opposing side or to case developments, but should instead actively gather the information necessary to evaluate the case.

To provide the best defense strategy possible, the Member Entity expects Defense Counsel to master the facts, circumstances, and legal issues as soon as possible and to prepare a litigation plan that details the specific objectives Defense Counsel intends to achieve. The litigation plan should take into consideration the fact that in some cases a more streamlined approach to discovery and investigation may be appropriate to help achieve an early resolution, whereas other cases require a more in-depth approach. As the case progresses, Defense Counsel is expected to reevaluate the defense position, particularly as new facts, legal issues, or other matters are discovered.

B. Tenders of Defense

Throughout the life of a case, Defense Counsel must determine whether there are responsible parties in the case, other than Member Entity, or whether Member Entity was named as an additional insured on any applicable insurance policy by any entity, in order to make appropriate and timely tenders of defense.

Defense Counsel should identify other responsible parties, including insurance companies, as soon as is practicable. The possible tender of defense to that party should be discussed with the Member Entity as soon as is practicable. Tender letters should demand a written response within twenty (20) days and Defense Counsel is expected to follow up on all tenders.

C. Member Entity Employees as Defendants

It is expected that upon receipt of the defense assignment in a case where Defense Counsel is assigned to represent the Member Entity and a Member Entity employee, Defense Counsel will immediately ascertain facts necessary to determine if there is a conflict, or potential conflict, which may preclude Defense Counsel from jointly representing all Member Entity related defendants. The Member Entity will assign separate Defense Counsel to those individual defendants for whom separate counsel is deemed appropriate.

Defense Counsel is expected, consistent with the Rules of Professional Conduct, to facilitate cooperation with separate counsel for individual defendants wherever possible, so as to maximize success for all defendants and avoid unnecessary duplication of work.

If at any time during the litigation a conflict of interest develops between or among any of the Member Entity's jointly represented defendants, the conflict must be immediately disclosed to the person responsible for oversight of defense counsel at the Member Entity.

Defense Counsel is required to develop a plan to obtain dismissal of individually named Member Entity's employees. Such strategy should be discussed with the Member Entity. It is not appropriate to secure dismissal of an individual defendant through an agreement to substitute the Member Entity as a named defendant. If a dismissal of an individually named defendant is obtained, Defense Counsel must obtain in writing the individual's agreement to continue to cooperate with the defense of the case after his or her dismissal. A copy of the written agreement must be provided to Member Entity.



D. Miscellaneous

Defense Counsel may not accept service on behalf of the Member Entity or its employees, absent prior express approval.

#### IV. DEFENSE REPORTING REQUIREMENTS

Reporting by Defense Counsel is an extremely important part of the litigation management process. Defense Counsel needs to report on all significant developments as they occur, including newly discovered information. When reporting, correspondence (either letters or emails) should be directed to the person at the Member Entity who is designated to receive such reports with copies to the entity's excess insurer, PRISM.

Reports should be concise and analyze the relevant facts and law. Each report in which factual development is being summarized should also contain an updated analysis of the case explaining how the newly learned information impacts the legal assessment. If the report contains a summary of information pertaining to damages, then the report should contain an updated assessment of the damages exposure in the case. The updates should also briefly summarize the strengths and weaknesses of the plaintiff's case.

A. Specific Reports

Defense Counsel is required to provide the following reports either via correspondence or email. All such reports should be marked "Attorney-Client Privileged Communication."

- Immediately upon receipt of defense assignment, a written acknowledgment of receipt of the assignment of the case for defense handling.
- A written initial case evaluation and litigation budget within sixty (60) days of receipt of the assignment.
- A written status report every ninety (90) days during the litigation or as warranted by new case developments.
- A written Defense Evaluation summarizing the facts, the liability aspects of the case, the claimed damages, and Defense Counsel's thoughts regarding the settlement value of the case at least thirty (30) days before a mediation, settlement conference, or any other event during which potential settlement of the case will be discussed.
- A written Defense Evaluation at least forty-five (45) days prior to the first day of trial.

B. Topics to Include in Initial Case Evaluation

The following topics should be included, under separate headings, in the initial case evaluation:

- Pleadings – Identify the court and filing date, all parties and their attorneys, provide a brief evaluation of the opposing attorney, and

- list the causes of action alleged against each Member Entity defendant.
- **Factual Background** – Briefly summarize all file materials reviewed, relevant history, and any other pertinent documents used by Defense Counsel to develop the factual background of the case. This should include, but is not limited to, the following:
    - Information about actual or potential co-defendants and their counsel
    - Age, education, employment status, and marital/family status of the plaintiff(s)
    - Age, education, employment status, and marital/family status of all individual defendants
    - A summary of all witness interviews conducted
    - A summary of all relevant documents reviewed
  - **Liability Analysis** – Provide an opinion on potential liability including a review of any statute of limitations issues, an analysis of the likelihood of success as to each of the causes of action alleged, and a description of applicable affirmative defenses.
  - **Strength and Weakness Analysis** – Summarize the strengths and weaknesses of the plaintiff's case.
  - **Discovery Plan** – Provide a summary of the discovery Defense Counsel anticipates conducting in the case and the reason for it.
  - **Motion Practice** – Describe any motion practice Defense Counsel anticipates.
  - **Damages** – Provide any known information on potential general and special damages.
  - **Settlement History and Potential for Early Resolution** – Provide a summary of any prior settlement discussions and/or discuss any thoughts regarding early settlement including the use of statutory offers to compromise.
  - **Likelihood of Success** – Provide a low, medium, and high range of expected verdicts if the plaintiff(s) were to prevail and the percentage likelihood that the verdict ends up in each range.
  - **Attorneys' Fees** – If the plaintiff(s) can recover fees, provide an estimate of the fees Defense Counsel expects the plaintiff(s) has incurred to date, as well as what is expected to be incurred through trial. Also provide an estimate of future defense attorneys' fees and costs.
  - **Litigation Timeline** – Describe the anticipated litigation timeline for the matter.
  - **Experts and Consultants** – Identify the types of experts and/or consultants needed and the name and expertise of any experts and/or consultants Defense Counsel suggests retaining.

C. Budget Report

A Budget Report is required for each case on which Defense Counsel is retained. Although budgets are intended to be estimates of the scope, cost, and duration of a matter, the Member Entity will rely on these reports in setting adequate reserves. An initial budget report must be submitted to the Member Entity's person responsible for oversight of defense counsel within sixty (60) days of assignment of the case. If Defense Counsel becomes aware of any changes to the budget estimate, an Updated Budget Report should be provided immediately.

The Budget Report should include attorneys' fees and cost estimates for the following areas: 1) Initial Pleadings; 2) Factual Investigation (including discovery, review of subpoenaed records, witness interviews, and depositions); 3) Law and Motion; 4) Alternative Dispute Resolution; 5) Experts (includes expert fees for record review, deposition, and trial, and fees and costs incurred by Defense Counsel in taking and defending expert depositions); 6) Pre-Trial Preparation; and 7) Trial.

D. Defense Evaluation Report

The Defense Evaluation Report is designed to provide the reader the best and most current information on a litigated matter prior to any mediation, settlement conference, arbitration, or trial. The report must be provided to Member Entity and PRISM at least thirty (30) days before the mediation, settlement conference, arbitration, or start of trial or, in any event, promptly upon request by PRISM.

The following headings should be used in the Defense Evaluation Report. A brief description of what is expected under each heading is set forth after the name of the heading below.

- Plaintiff(s) and Defendant(s) – Identify each plaintiff and defendant by name. Describe the age, education, relevant employment history, and the role in the case of each individual. Also, describe the witness potential of each Plaintiff and each individual Defendant, including Defense Counsel's opinion as to how each will be viewed by a jury.
- Claims – Provide a summary of all claims asserted by each Plaintiff against each Defendant.
- Actual or Potential Co-Defendants and Cross-Defendants – Identify each co-defendant/cross-defendant and the causes of action asserted against each of them. Also identify any other potential parties and the causes of action that could be asserted and explain why contribution has not been pursued.

- Factual Background – Provide a summary of facts pertinent to the case.
- Percipient Witnesses – Identify each percipient witness to be called by each party, their affiliation (if any) with the Member Entity, and Defense Counsel's opinion regarding how they will be viewed by a jury.
- Expert Witnesses – Describe the expected testimony and opinions of the experts for all parties. If Plaintiff(s) have not yet disclosed experts, describe their anticipated testimony and opinions.
- Liability – Provide a thorough discussion of the critical liability issues, including the Plaintiff's theories and the Member Entity's defenses, whether the Plaintiff was comparatively negligent and the liability of all actual and potential Defendants. If applicable, this section should include discussion about the likelihood of success of affirmative defenses, statutes of limitations issues, mitigation, and immunities to be raised through summary judgment or trial. Also, include a reasonable prediction of which party(ies) are likely to prevail on which claims at trial and a probability of an overall defense verdict.
- Special Damages – Provide a summary of the critical damages issues including an analysis of the amount and type of special damages the Plaintiff(s) will claim and an analysis of whether these damages are appropriate. This analysis should reflect what you expect the Plaintiff(s) will attempt to "blackboard" and provide a likelihood of success on each item of special damages you expect to be claimed. If there is a claim for past or future lost earnings, please include dates of birth, life and work life expectancies, mitigation and off-set issues, and analysis regarding lost retirement benefits.
- General Damages – Discuss the Plaintiff's general damages claim including an analysis of what facts support or detract from a general damages award. Provide Defense Counsel's estimate of a likely general damages award.
- Punitive Damages – Identify who a punitive damages claim is alleged against, analyze the Plaintiff's likelihood of success in obtaining such an award, and provide an estimate of what you expect such an award might be. The Member Entity is immune from punitive damages under California Government Code Section 818.8, but individually named Defendants are not immune. Discuss Defense Counsel's plan for handling the punitive damages aspect of the case.
- Injunctive/Equitable Relief and Non-Monetary Damages – If the Plaintiff is seeking such relief, provide Defense Counsel's analysis regarding their likelihood of success on such a claim.
- Attorneys' Fees and Costs – In cases involving claims based upon statutes authorizing fees, such as employment and civil rights cases, provide an estimated calculation of the Plaintiff(s)' attorneys' fees and costs to date, as well as Defense Counsel's anticipated amount through trial.

- Settlement Discussions/Demand – Report on any settlement discussions with opposing parties including any CCP Section 998 or Rule 68 Offers to Compromise.
- Trial/Settlement Conference/Mediation Information – Provide the dates, times, and locations for any scheduled trial, settlement conference and/or mediation. Please also provide the estimated length of trial and a brief outline of expected defense fees and costs through the conclusion of trial.
- Case Evaluation – Summarize the overall position of the case (strengths and weaknesses of the Plaintiff's case) and make recommendations regarding a resolution or continued defense of the case. Provide a low, medium, and high range of expected verdicts if the Plaintiff(s) were to prevail and the percentage likelihood that the verdict ends up in each range. Provide Defense Counsel's recommendations regarding an appropriate settlement range.
- Conclusion – Provide any additional thoughts not expressed above and identify additional work that needs to be completed.

## **V. PLEADINGS**

### **A. Responsive Pleadings**

Defense Counsel should review the Complaint for possible Demurrer/Motion to Dismiss or Motion to Strike based on governmental or other statutory immunities and make recommendations to the Member Entity. Defense Counsel must obtain authority from the Member Entity before filing any motion including, but not limited to a Demurrer, Motion to Dismiss, Motion for Judgment on the Pleadings, or Motion to Strike. Defense Counsel must provide to the Member Entity a final copy of the points and authorities in support of, in opposition to, or in reply to any motion filed in the case.

### **B. Cross-Complaints**

Consider in every case whether a Cross-Complaint is necessary or appropriate. Defense Counsel must obtain approval from the Member Entity prior to filing a Cross-Complaint and a copy of the Cross-Complaint must be provided to Member Entity after filing.

### **C. Law and Motion/Research**

Appropriate pre-trial motions are encouraged when they can result in the early conclusion of the case or reduce triable issues. Defense Counsel is selected for their expertise in their particular areas of practice; therefore, the Member Entity does not expect to be billed for basic research in the practice area. All attorney or paralegal research time in excess of five (5) hours per case must be preapproved by the Member Entity.

## **VI. DISCOVERY**

Defense Counsel should refrain from conducting discovery that amounts to abuse. It is critical that Defense Counsel be aware of the facts concerning relevant documents and their availability, including electronically stored information, and to properly preserve and assert appropriate privileges.

In addition, Defense Counsel shall conduct a thorough investigation, working with Member Entity's Defense Counsel Liaison to ensure that all persons with relevant information are identified and contacted, and shall conduct a thorough search for all relevant documents, ensuring that all reasonable leads are followed. Defense Counsel shall also determine what electronically stored information has been preserved, if any, where it is located, whether the information is securely stored, and confirm the chain of custody. Defense Counsel needs to understand the basics of the information systems where relevant electronically stored information resides. It is important to resolve any issues regarding production of electronically stored information early in discovery, including forms of production and what is not reasonably accessible.

When providing discovery responses, Defense Counsel should consider potential evidentiary issues at trial, including the possibility of limiting instructions based upon the failure to produce requested documents. Potential discovery problems should be raised with Member Entity immediately. Counsel must notify the Member Entity of any motion to compel and/or request for sanctions against the Member Entity and/or Defense Counsel, and provide a copy of any such motion, request, or order.

### **A. Interrogatories and Requests for Admission and Documents**

At the beginning of each case, Defense Counsel should send form discovery requests and, if appropriate, special interrogatories and requests for admission to the Plaintiff. Upon receiving responses, Defense Counsel should provide a written summary of the relevant responses.

Upon receiving discovery requests in a case, Defense Counsel should immediately provide the requests to the Member Entity. Defense Counsel should then: 1) identify appropriate objections; 2) review all documents requested to determine if any privileges are applicable; 3) prepare draft responses with the information available to Defense Counsel at that time; 4) identify requests that require additional information from Member Entity employees; 5) meet with Member Entity employees, as needed, to assist in formulating responses or gathering and reviewing documents; and 6) prepare the responses in final form and forward to the Member Entity for approval and verification. It is important to finalize discovery responses sufficiently in advance of the due date to allow time to obtain the necessary verifications.

B. Depositions

The Member Entity must be given advance notice of all depositions that occur in a case. Generally, the approved trial attorney is encouraged to take or defend the depositions of the Plaintiff, any individually named Member Entity Defendants, critical witnesses, and experts.

It is expected that Defense Counsel will thoroughly prepare Member Entity's Defendants and witnesses. This includes providing them with general background relating to the deposition process, information regarding the significance of their testimony and demeanor, and prepare them for questions regarding the facts of the case. It is not appropriate to wait until the day of the deposition to prepare the witness to testify.

If Defense Counsel believes that a deposition should be video-taped, Counsel must obtain authorization from the Member Entity before scheduling a video-taped deposition.

C. Damages Defense

Defense Counsel should use any forms of discovery to fully develop and verify all claimed economic damages, including a review of all available collateral sources such as: 1) private health insurance; 2) workers' compensation; 3) Medicare/Medi-Cal (even if inadmissible); 4) income replacement sources; 5) Social Security and Supplemental Social Security; and 6) other available jobs the Plaintiff could have pursued (for mitigation).

In litigated cases involving complex economic damages, assistance of economic experts may be appropriate. Prior to trial, a decision to not present a damage defense must be discussed with and approved by Member Entity.

## **VII. EXPERT REVIEWS AND WITNESSES**

At the outset of each case, Defense Counsel should evaluate what areas of expert testimony may be needed to assist in the defense of the case and should, at the earliest possible time, determine whether expert witnesses need to be retained and advise Member Entity regarding same. Evaluations conducted by defense experts should be completed early enough in the case where they can assist Defense Counsel in evaluating the liability and damages issues in the case.

Requests to consult with or retain expert witnesses and/or conduct Independent Medical/Psychological Examinations should be discussed with the Member Entity and authorization obtained before retention.

If at all possible, if there is more than one defendant in a case, the sharing of experts should be explored wherever practical and in the best interests of the Member Entity. A

decision to share experts should be made in writing to ensure the availability of such experts in the event a Co-Defendant is dismissed or settles.

Once it has been decided to use an outside expert, Defense Counsel is expected to:

- Contact the proposed expert to determine the expert's willingness to conduct the review or examination.
- Obtain an estimate regarding the amount of time that will be required for the review or examination. If time is subsequently expected to exceed the initial estimate, then Defense Counsel must obtain an updated estimate.
- Obtain the hourly rate and obtain approval from the Member Entity regarding the rate requested.
- Confirm the agreement on fees and costs with the expert in writing.
- Provide all relevant records to the expert.
- Instruct the expert not to prepare a written report before discussion with Defense Counsel. At that time, counsel should determine if a written report is necessary.

After receiving billing from an expert, Defense Counsel shall review the bill. Any inconsistencies should be discussed with the expert. Defense Counsel is not authorized to advance expert fees unless prior approval has been obtained from the Member Entity.

When formal disclosure of expert witnesses is required, Defense Counsel should provide the Member Entity with a copy of the disclosure, as well as any disclosures provided by other parties in the case. Any retention and disclosure of supplemental witnesses must be discussed with the Member Entity before the supplemental disclosure occurs.

## **VIII. TRIAL PREPARATION**

As soon as a trial date is assigned, Defense Counsel should notify in writing all witnesses, the Member Entity, and PRISM of the date, time, and location of the trial. Defense Counsel should advise the witnesses whether their attendance is necessary on the first day of trial and coordinate the scheduling of testimony with the witnesses.

Defense Counsel should timely provide information on the judge assigned for trial. The decision to challenge a judge can only be made by the Member Entity and will require an analysis of other potential judges that could be assigned. Any request to waive a jury must also be discussed with and approved by the Member Entity.

In advance of trial, Member Entity witnesses should be well prepared by Defense Counsel to testify, including familiarity with any prior statements of testimony made by them or others pertaining to them. Witnesses should also be prepared regarding likely cross-examination, personal demeanor, how to "connect" with the jury, and appropriate dress. If witnesses are being asked about documents, they should be instructed on the foundation for the admissibility of documents, so they can understand why they are being asked certain questions.



Questions about important objections or issues to be raised in motions *in limine*, trial briefs, or other pleadings, should be discussed with the Member Entity before trial.

## **IX. TRIALS**

Unless previously approved by the Member Entity, only one attorney may try a case on behalf of the PRISM.

Attendance at trial by the proper representative from Member Entity is critical to the successful defense of cases. It is important to identify and propose to the Member Entity well in advance of trial an appropriate trial representative.

During trial, Defense Counsel is expected to provide brief daily email updates, including an assessment of the jury, the Court, and the testimony of witnesses and experts. As significant developments occur, more detailed updates should be provided. Any settlement offers must be conveyed immediately.

If requested, Defense Counsel shall provide a post-trial report. After the trial has concluded, Defense Counsel is expected to make recommendations to the Member Entity on appropriate post-trial motions or appeals. Any agreement to waive costs in exchange for an agreement not to appeal must be authorized by the Member Entity. The Member Entity's policy is to pursue costs and attorneys' fees when awarded. Defense Counsel shall report on the amount of costs and fees awarded and provide an assessment of the financial resources and ability of the Plaintiff to pay the award.

## **X. WRITS AND APPEALS**

Following trial, Defense Counsel shall consult with the Member Entity regarding appropriate post-trial motions and appeals. All petitions for writs of mandate must be authorized by Member Entity.

## **XI. SETTLEMENTS**

Defense Counsel is encouraged to explore the settlement of cases informally with opposing counsel early in the litigation after obtaining the appropriate authorization. Member Entity also encourages mediations and participation in voluntary settlement. Approval to mediate a case must be given by the Member Entity. A representative from the Member Entity will attend mediations and mandatory settlement conferences on behalf of the Member Entity.

Defense Counsel may not enter into negotiation, agreement, or binding settlement without first obtaining the appropriate authorization from the Member Entity. Settlements over a certain amount are contingent upon approval by the Member Entity's board, PRISM, and potentially reinsurers. In cases in which the potential settlement will exceed the entity's self-insured retention, the entity will need to obtain authority from PRISM in advance of any settlement discussions. The need to obtain approvals from an entity's Board and/or PRISM should be communicated to the Plaintiff's counsel during any settlement

negotiations. In cases involving claims for statutory attorneys' fees, all settlement offers, including statutory offers to compromise, should be structured to resolve all claims including attorneys' fees. All potential causes of action should be included in the settlement and release.

All settlements must consider the existence of any potential liens or right of recovery by Medicare, ERISA plans, Medi-Cal, workers' compensation insurers, etc. Defense Counsel is expected to determine who paid for any medical treatment provided to the Plaintiff in the case and how much was actually paid.

Upon reaching an oral settlement, Defense Counsel should immediately prepare a written settlement agreement. Defense Counsel is responsible for assuring that the settlement agreement is accurate and legally enforceable. If a case is resolved at mediation, it is important to have the parties and their attorneys sign, at the least, a written document that contains the material terms and conditions. Plaintiff's counsel should be advised that it usually takes approximately thirty (30) days for the Member Entity to issue a settlement check after the final agreement has been signed by all parties and their attorneys.

After a dismissal is obtained, Defense Counsel must forward a copy of the filed dismissal to the Member Entity and PRISM as well each named Defendant.

## **XII. BILLING PROCEDURES**

All invoices are to be submitted on a monthly basis and directed to the Member Entity's Defense Counsel Liaison. Billings that do not comply with the billing guidelines will not be paid. Payment of any bill by the Member Entity does not constitute a waiver of the Member Entity's right to question, dispute, obtain reimbursement, compromise, or request repayment or future credit, for any bill or invoice previously paid.

Invoices for counsel fees and expenses should be submitted monthly, within thirty (30) days of the end of the billing period. Final invoices should be submitted within thirty (30) days from receipt of a filed Dismissal. Defense Counsel is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill. Receipts must be submitted for all travel and other expenses.

Firm staffing on all cases should be as limited as possible. Absent prior approval, the Member Entity will not pay for more than one (1) attorney performing the same task. For example, the Member Entity will not pay for two (2) or more attorneys to attend the same deposition. Work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience.

There should be no more than two (2) attorneys and one (1) paralegal performing work on a case at any given time. Other firm personnel may occasionally have to work on a case due to job departures, vacations, illnesses, schedule conflicts, etc., but this is the exception, not the rule. Member Entity will not pay for "training" time for new attorneys or "learning" time or "orientation" time as new billers become involved in a matter and are

learning the facts and issues. If a firm has summer associates, their time should not be billed to a case without first being approved by the Member Entity.

A. Invoices

Invoices should accurately itemize, in detail, all work performed on a matter. Each invoice must include the following:

- Law firm name and address
- Date of the bill
- Law firm tax identification number
- The Member Entity and/or TPA and/or their respective claim number
- Plaintiff(s) name(s)
- Each billing entry must state the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry
- Attorneys and paralegals should bill actual time spent in increments, no greater than 1/10<sup>th</sup> of an hour for each entry
- Summarize at the end of the bill, the number of hours for each specific biller
- Summarize at the end of the bill the totals for fees, costs, and experts
- Narrative or block/bundled billing is not permitted
- Final bills should be clearly marked
- Invoices must reflect activity for only one (1) case
- Billing entries should be listed chronologically in order of occurrence and not sub-divided by individual or task
- If a number of different tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., "telephone conference with John Doe (.30); Attend conference with Jane Doe (1.20), etc."
- Entries regarding telephone conferences must specify the participants and the subject matter discussed

Vague descriptions such as "work on file," "telephone call," "conference," and "research," without further explanation, are not acceptable and will not be paid.

Vendor invoices (e.g. experts, mediators, photocopy services, court reporters, and others) in an amount up to two thousand dollars (\$2,000) per case should be paid by the law firm and included with the monthly attorney billing. Defense Counsel must review and approve all vendor invoices.

B. Maximum Allowable Charges and Travel

The following guidelines are provided regarding maximum allowable charges:

- The Member Entity will only pay the actual cost incurred for reasonable expenses without any markups.
- A firm may conduct necessary and appropriate research up to five (5) hours per case without prior approval by the Member Entity.
- Photocopy costs should not exceed ten cents (\$0.10) per page. Firms are expected to limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Billing entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed.
- Mileage should be billed at the applicable Federal rate at the time of travel. The invoice should state the number of miles actually driven.
- Telephone and Fax: Actual long distance charges only. No charges for an incoming fax and no per-page fax charge.
- Virtual Court Appearances: Member Entity will pay for reasonable charges charged by a court for Defense Counsel to appear virtually at appearances.
- Air travel is limited to coach or economy rate. Receipts for airfare should allow a reviewer to identify the fare as economy/coach class.
- Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business. Reimbursement is limited to the mid-size class.
- Incidentals, such as movies, alcohol, and entertainment are not allowed.
- Travel time shall be pro-rated if the travel includes time spent on non-Member Entity business.

C. Disallowed Charges

In addition to items listed above in sections A and B, the Member Entity will not reimburse for the following:

- Local telephone calls and all cellular phone charges.
- Routine postage, such as the U.S. Postal Service rates for letters. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge. Any postage charges that are not explained will not be reimbursed.
- File opening, file organization, or other administrative charges.
- Interoffice conferences between members of the firm, including assigning files or tasks to members of the firm.
- Case administration (e.g. reviewing status of assignments given to associates and paralegals; directing associates, paralegals, or secretaries; preparing or reviewing bills).
- Clerical tasks (e.g. transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production,

communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing).

- Meals, except in conjunction with out-of-town travel (alcohol will not be reimbursed in conjunction with any travel).
- Routine legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction.
- All work customarily performed by secretaries and other administrative personnel including but not limited to, photocopying/bates stamping documents, scanning documents, transcription, retrieving files, indexing pleadings, updating case captions, making travel arrangements, calendaring, and preparing bills/invoices.
- Subscription services (e.g. Westlaw, Lexis-Nexis, or other legal database charge).
- Charges for the use of virtual conference rooms or other virtual meeting services.
- Responding to requests from Member Entity and/or their auditors relating to case file management and/or billing issues.



# 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

June 24, 2025

Reference ID:  
2025-449

### Kosmont Real Estate Services Contract Extension

#### County Administrator

ACTION REQUIRED

#### ITEM SUBMITTED BY

Meaghan McCamman, Deputy County Administrator

#### ITEM PRESENTED BY

Meaghan McCamman, Deputy County Administrator

#### RECOMMENDED ACTION:

Approve Amendment No. 1 to the contract between the County of Inyo and Kosmont Real Estate Services, dba Kosmont Realty of El Segundo, CA, extending the term end date from June 30, 2025 to June 30, 2026, and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

In 2024, Inyo County released a Request for Proposals for qualified State of California-licensed realtors with proven experience in multi-family infill property, in order to help the County sell a 0.42-acre parcel of real property at 605 S. Main St. in Lone Pine. The property was purchased by the County in 2023 for the purpose of facilitating the development of housing for the citizens and workers of Inyo County. Kosmont Real Estate Services, dba Kosmont Realty, was the successful bidder and Kosmont has begun soliciting offers on the property. In addition, Kosmont has begun working with County staff on a development agreement that will ensure the disposition of the property results in the development of housing.

This contract extension will provide time for the County to continue working with Kosmont on finding a buyer capable of and willing to build housing and ensure highest and best use of this small parcel.

#### FISCAL IMPACT:

Funding Source	Economic Development - General Fund	Budget Unit	010202
Budgeted?	Yes	Object Code	5265
Recurrence	No	Sole Source?	No

If Sole Source, provide justification below

#### Current Fiscal Year Impact

No fiscal impact - this is a simple contract extension, funds were budgeted in the 2024/25 FY

#### Future Fiscal Year Impacts

None

#### Additional Information

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

The Board could decide not to approve this contract extension. This is not advised, as the County is in the midst of negotiating the sale of some county-owned property and Kosmont Realty has been instrumental in helping the County solicit offers and negotiate with potential developers.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

**Thriving Communities** | Highest and Best use of Property

**APPROVALS:**

Meaghan McCamman	Created/Initiated - 6/9/2025
Darcy Israel	Approved - 6/9/2025
Amy Shepherd	Approved - 6/9/2025
John Vallejo	Approved - 6/10/2025
Nate Greenberg	Final Approval - 6/11/2025

**ATTACHMENTS:**

1. Kosmont Realty Contract Amendment No. 1
2. Kosmont Realty Contract

**AMENDMENT NUMBER 1 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Kosmont Real Estate Services, dba Kosmont Realty**  
**FOR THE PROVISION OF Real Estate Broker**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Kosmont Real Estate Services, dba Kosmont Realty, of El Segundo, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Real Estate Broker services dated November 12, 2024, on County of Inyo Standard Contract No. 116, for the term from November 12, 2024 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:

Paragraph 2. TERM is amended to read as follows:

"The term of this Agreement shall be from November 12, 2024 to June 30, 2026, unless sooner terminated as provided below."

The effective date of this Amendment to the Agreement is July 1, 2025.

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



AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Kosmont Real Estate Services, dba Kosmont Realty  
FOR THE PROVISION OF Real Estate Broker

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

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

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

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo  
County Counsel  
John-Carl Vallejo (Jun 5, 2025 12:14 PDT)

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor  
[Signature] (Jun 6, 2025 09:26 PDT)

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg  
County Risk Manager  
Aaron Holmberg (Jun 5, 2025 12:49 PDT)

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Kosmont Real Estate Services, dba Kosmont Realty  
**FOR THE PROVISION OF Real Estate Broker SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Real Estate Broker services of Kosmont Real Estate Services, dba Kosmont Realty of El Segundo, 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 Meaghan McCamman, whose title is: Deputy County Administrator. 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 November 12, 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 fifty thousand dollars (\$ 50,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be



submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

**4. WORK SCHEDULE.**

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

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

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

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

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

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

**7. COUNTY PROPERTY.**

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

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

**8. INSURANCE.**

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

**9. STATUS OF CONTRACTOR.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against liability, loss, damage, expense, costs 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

Administration

PO Drawer N

Independence, California 93526

Department

Address

City and State

Contractor:

Kosmont Realty

1601 N. Sepulveda Blvd., #382

Manhattan Beach, CA 90266

Name

Address

City and State

#### 24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND Kosmont Real Estate Services, dba Kosmont Realty  
FOR THE PROVISION OF Real Estate Broker SERVICES

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

COUNTY OF INYO

By:   
Signature

Nate Greenberg

Print or Type Name

Dated: 11/15/2024

CONTRACTOR

By:   
Signature

Larry J Kosmont- President

Print or Type Name

Dated: 12/10/2024

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel  
Grace Weitz (Nov 1, 2024 13:18 PST)


APPROVED AS TO ACCOUNTING FORM:

  
County Auditor  
Christie Martindale (Nov 1, 2024 13:21 PDT)

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager



**ATTACHMENT A**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Kosmont Real Estate Services, dba Kosmont Realty  
**FOR THE PROVISION OF** Real Estate Broker **SERVICES**  
**TERM:**  
**FROM:** November 12, 2024 **TO:** June 30, 2025  
**SCOPE OF WORK:**

See Attached Scope of Work

**ATTACHMENT B**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Kosmont Real Estate Services, dba Kosmont  
**FOR THE PROVISION OF ~~Real Estate Broker Services~~ SERVICES**

**TERM:**

**FROM:** November 12, 2024 **TO:** June 30, 2025

**SCHEDULE OF FEES:**

See Attached Schedule of Fees

**ATTACHMENT C**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Kosmont Real Estate Services, dba Kosmont Realty  
**FOR THE PROVISION OF** Real Estate Broker **SERVICES**

**TERM:**

**FROM:** November 12, 2024      **TO:** June 30, 2025

**SEE ATTACHED INSURANCE PROVISIONS**

## **ATTACHMENT A**

### **AGREEMENT BETWEEN COUNTY OF INYO AND Kosmont Real Estate Services, dba Kosmont Realty FOR THE PROVISION OF REAL ESTATE BROKER SERVICES**

#### **SCOPE OF WORK**

The County of Inyo desires to sell a 0.42-acre parcel of real property owned by the County and located at 605 S. Main St. in the unincorporated town of Lone Pine (APN: APN 005-146-07) ("Property") for the purpose of procuring qualified developers/buyers with expertise in residential and/or mixed-use development. A deed restriction that limits the use of the Property to housing will be required.

The scope of work for this contract for Broker services is as follows:

#### **1. Property Marketing**

Kosmont Real Estate Services, dba Kosmont Realty ("KR") will utilize data resources (ESRI Business Analyst, Placer.ai, Kosmont's Retail NOW!® platform), marketing/outreach tools (property website, traditional listing services (e.g., Crexi, CoStar, LoopNet, MLS), and leverage existing partnerships with other real estate services firms (as may be appropriate) to help expose and broadly promote the Property and identify qualified buyers/investors.

KR will also prepare a marketing package and respond to inquiries in a timely and effective manner, providing additional information requested by qualified buyers/investors as may be available. Kosmont Realty will arrange tours and in-person meetings (as may be appropriate and mutually agreed upon) and manage the sales process with regular reporting to the County.

#### **2. Solicit Purchase Offers**

KR will diligently pursue the procurement of a purchaser for the subject Property with a targeted outreach to residential and/or mixed use buyers/developers and will solicit offers and present those received to the County for review and consideration.

#### **3. Advise the County with Public/Private Negotiations**

KR will work closely with the County to negotiate price and terms of a mutually agreed upon purchase agreement and/or other conveyance agreement with a prospective buyer that will be presented to the County for final approval. The County may request additional services related to agreement structuring, which will be paid to KR on an hourly basis.

#### **4. Coordinate the Real Estate Transaction Closing**

KR will assist the County with the sales process through escrow closing, including coordination with title and escrow as well as providing support and additional information/disclosures as may be required and mutually agreed upon.

## **ATTACHMENT B**

### **AGREEMENT BETWEEN COUNTY OF INYO AND Kosmont Real Estate Services, dba Kosmont Realty FOR THE PROVISION OF REAL ESTATE BROKER SERVICES**

#### **SCHEDULE OF FEES**

The County agrees to pay Kosmont, in consideration for their brokerage services relative to the Scope of Work in Attachment A, a commission computed as follows:

- Vacant Real Property: 6% of the gross sales price or independently appraised value of the parcel or a minimum commission amount as mutually agreed upon between the County and Kosmont, whichever is greater.
- For a ground lease, 4% of the total base rent for the first thirty (30) years of the term of the lease; or a minimum commission amount as mutually agreed upon between the County and Kosmont, whichever is greater.
- In either or any transaction scenario, Kosmont will receive a minimum commission of \$25,000.
- Improved Real Property: For a transaction in which Kosmont is the sole broker, the fee will be equal to 4% of the gross sales price or independently appraised value of the parcel, whichever is greater. Additionally, for any lease negotiated, 6% of lease rate for initial term and 3% for subsequent lease periods and options.
- Commissions shall be paid through escrow upon the closing of sales and exchange transactions; absent an escrow; commissions shall be paid upon recordation of a deed or upon delivery of such deed or other conveyance if recordation is deferred more than one month thereafter. In the event of a contract or agreement of sales, joint venture agreement, business opportunity or other transaction not involving the delivery of a deed, commissions shall be paid upon execution and delivery of the instrument of conveyance or establishment of the entitlement of ownership. All other fees outside of commissions shall be billed in accordance with section 3(E) of the Agreement.
- Additional Costs: The additional costs needed for these transactions will include escrow fees, title insurance, appraisal, documentary transfer fees, and other typical closing costs. Activities related to subdivision map matters (such as lot line adjustments and Phase I or II environmental reports) are an additional cost not borne by Kosmont. Property sales may also require specific services that are not provided by Kosmont, and which are contracted for and compensated separately. These potential services include but are not limited to engineering, environmental assessment and remediation, geological, and legal or entitlement services.
- Compensation for any pre-sale/disposition real estate advisory/technical services including but not limited to broker opinion of value, real estate transaction structuring, public-private negotiations (e.g., ENA, DDA, DA), preparation of Government Code 52201, 53083, and 33433 reports, Surplus Land Act compliance, and/or project implementation services are not covered under the commission structure. These additional services may be requested by the County to supplement the services described in Attachment A Scope of Work, and will be paid in accordance with hourly fees at Kosmont's billing rates as shown below:

### **Professional Hourly Services**

Chairman & CEO / President \$475.00/hour

Senior Managing Director/Senior Advisor \$370.00/hour

Managing Director \$250.00/hour

Senior Director / Senior Project Analyst \$195.00/hour

Director / Project Analyst / Project Manager \$175.00/hour

Project Promotion/Graphics/GIS Mapping Services/Research \$ 95.00/hour

Clerical Support \$ 80.00/hour

### **Additional Expenses Related to Hourly Services**

#### **In addition to professional services (labor fees):**

1)An administrative fee for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Realty's professional service fees incurred; plus

2)Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.

3)Project/Market data sources for support of evaluation and analysis e.g., ESRI, LoopNet, Placer.ai, CoStar/STR, IMPLAN, ParcelQuest and other based on quoted project cost.

4)For Third Party Vendor(s) retained on behalf of Client (with Client's advance approval), fees and costs will be billed to Client at 1.1X (times) fees and costs.

5)Consultant's attendance or participation at any public meeting, whether such participation is in person, digital, video and/or telephonic (e.g., City Council, Planning Commission, Public Agency Board, other) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

### **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

*Rates shall remain in effect until December 31, 2024*



## Attachment C: 2023 Insurance Requirements for Certain Professional Services Agreements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the 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.
2. **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. *(Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.)*
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability (Errors & Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.

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

### OTHER INSURANCE PROVISIONS

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

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

**Primary Coverage:** For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo

## **Attachment C: 2023 Insurance Requirements for Certain Professional Services Agreements**

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 \$10,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

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



### **Attachment C: 2023 Insurance Requirements for Certain Professional Services Agreements**

**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-



# 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

June 24, 2025

Reference ID:  
2025-460

### Contract for Autopsy Services

#### County Administrator

ACTION REQUIRED

#### ITEM SUBMITTED BY

Denelle Carrington, Assistant CAO

#### ITEM PRESENTED BY

Denelle Carrington, Assistant CAO

#### RECOMMENDED ACTION:

Approve the contract between the County and Dr. Eva S. Wasef, M.D. to provide autopsy services for the term of July 1, 2025 through June 30, 2028 for a contract amount not to exceed \$175,000, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Dr. Wasef's current contract expires on June 30, 2025. She has worked with the Coroner's Office for the past several years as the Autopsy surgeon. She is currently the only pathologist able to provide services for Inyo County and there is no other person with her expertise and laboratory availability to assist the Coroner. She is also able to provide microscopic studies and immediate toxicology services when needed to determine the cause of death. Her services are a tremendous benefit to the County.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	023500
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure	<b>Sole Source?</b>	N/A

If Sole Source, provide justification below

N/A

#### Current Fiscal Year Impact

Up to \$75,000 for the period between July 1, 2025 and June 30, 2026 - the amount of the contract is requested for a higher amount, as it crosses fiscal years.

#### Future Fiscal Year Impacts

Autopsy services must be provided every fiscal year, so this will be an annual cost in future years. The cost typically runs \$75,000 per year, however, there is no way to predict how much usage will actually be provided.

#### Additional Information

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

Your Board could choose not to approve this contract, which would impact the job of the Coroner and not allow him to move forward appropriately to fulfill his duties as Coroner.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

**High Quality Services** | Public Safety and Emergency Response

**APPROVALS:**

Denelle Carrington	Created/Initiated - 6/4/2025
Darcy Israel	Approved - 6/9/2025
Denelle Carrington	Approved - 6/9/2025
Keri Oney	Approved - 6/9/2025
John Vallejo	Approved - 6/10/2025
Amy Shepherd	Approved - 6/12/2025
Nate Greenberg	Final Approval - 6/13/2025

**ATTACHMENTS:**

1. Wasef Autopsy Contract

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Eva S. Wasef, M.D.**  
**FOR THE PROVISION OF Autopsy**  
**SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of Eva S. Wasef, M.D. (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties 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 Jason Molinar, whose title is: Coroner.

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 that any minimum amount of services or work will be requested of the Contractor. 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 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.

**2. TERM.**

The term of this Agreement shall be from July 1, 2025 to June 30, 2028 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

- C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed One hundred and seventy five thousand dollars (\$ 175,000 ) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

D. Federal and State taxes.

- i. 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.
- ii. 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).
- iii. 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.
- iv. 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, or 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 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 utility connections as are 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.

#### 7. COUNTY PROPERTY.

- A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are 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.
- 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 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 the 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 liability, loss, damage, expense, costs 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 and any applicable laws, ordinances, or regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.
- B. Inspections and Audits. Any authorized representative of County shall have access to any records including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained

by Contractor. Further, County has the right 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, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract any part of this Agreement without the written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the written consent of County.

**15. DEFAULT.**

If the Contractor abandons the work, 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 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 direct or indirect interest 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 which, 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 shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement 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 by the mutual consent of the parties, 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 regarding this Agreement 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>Coroner</u>	Department
<u>325 West Elm Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Eva S. Wasef, M.D.</u>	Name
<u>500 Madeline Drive</u>	Address
<u>Pasadena, CA 91105</u>	City and State

**24. ENTIRE AGREEMENT.**

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

**COUNTY OF INYO**

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

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

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

**CONTRACTOR**

By: Eva S. Wasef  
Signature

Eva S. Wasef  
Print or Type Name

Date: 5/07/25

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo

John-Carl Vallejo (Jun 3, 2025 10:26 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

Amy Shepherd (Jun 3, 2025 11:42 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg

Aaron Holmberg (Jun 3, 2025 19:10 PDT)  
County Risk Manager

**ATTACHMENT A – SCOPE OF WORK**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Eva S. Wasef, M.D.  
**FOR THE PROVISION OF** Autopsy  
**SERVICES**

**Autopsy Services**

**ATTACHMENT B – SCHEDULE OF FEES**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Eva S. Wasef, M.D.  
**FOR THE PROVISION OF** Autopsy  
**SERVICES**

Gross Complete Autopsy.....\$1,500.00  
External examination and review of medical records to determine the cause of  
death.....\$ 700.00  
Transcription.....\$ 60.00  
Processing Fee.....\$120.00  
Reimbursement of microscopic tests required to determine the cause of  
death.....\$300.00

**ATTACHMENT C – INSURANCE PROVISIONS**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Eva S. Wasef, M.D.**  
**FOR THE PROVISION OF Autopsy**  
**SERVICES**

**SEE ATTACHED INSURANCE PROVISIONS**



# 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

June 24, 2025

Reference ID:  
2025-456

### Resolution Authorizing the Submittal of the Local Enforcement Agency Grant Application

#### Environmental Health

ACTION REQUIRED

#### ITEM SUBMITTED BY

Jerry Oser, Environmental Health Director

#### ITEM PRESENTED BY

Jerry Oser, Environmental Health Director

#### RECOMMENDED ACTION:

Approve Resolution No. 2025-23, titled "A Resolution of the Board of Supervisors, County of Inyo, State of California Authorizing the Submittal of the Local Enforcement Agency Grant Application," and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

CalRecycle designates the Inyo County Environmental Health Department as the Local Enforcement Agency. CalRecycle has previously awarded approximately \$17,800 annually to the Environmental Health Services Department to fund the inspections and regulatory activities of the solid waste program within Inyo County. This five-year resolution will replace the previous one, which was adopted for the same purpose 5 years ago and will expire on June 30, 2025.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund. This grant helps pay for the Solid Waste program.	<b>Budget Unit</b>	045400
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	Annual application	<b>Sole Source?</b>	

If Sole Source, provide justification below

<b>Current Fiscal Year Impact</b>
Up to \$18,000 for the period between July 1, 2025, and June 30, 2026
<b>Future Fiscal Year Impacts</b>
Up to \$18,000 for the period between July 1, 2026, and June 30, 2030
<b>Additional Information</b>

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

We can choose not to apply for and accept the CalRecycle Grant, which totals \$17,000-\$18,000 annually.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

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

**APPROVALS:**

Jerry Oser	Created/Initiated - 6/4/2025
Darcy Israel	Approved - 6/9/2025
John Vallejo	Approved - 6/10/2025
Amy Shepherd	Approved - 6/12/2025
Nate Greenberg	Final Approval - 6/13/2025

**ATTACHMENTS:**

1. Local Enforcement Agency Grant Resolution



Resolution No. \_\_\_\_\_

**A Resolution Of The**  
**Board Of Supervisors, County Of Inyo, State Of California**  
**Authorizing The Submittal Of The Local Enforcement Agency**  
**Grant Application**

**Whereas**, the Inyo County Board of supervisors, acting pursuant to its authority under Public Resources Code section 43202, has designated the Inyo County Department of Environmental Health Services as the Local Enforcement Agency for purposes of implementing and enforcing State laws pertaining to solid waste in the County; and

**Whereas**, the State legislature, via the Public Resources Code section 43230 has required the California Department of Resources, Recycling and Recovery to make grants available to local enforcement agencies to assist them in the conducting of a program of permitting and inspecting solid waste facilities; and

**Whereas**, it would be beneficial to the County to receive grant funds from the State of California pursuant to Public Resources Code 43230 to partially defray the costs incurred by the County in fulfilling the mandates of State law regarding permitting and inspection of solid waste facilities in the County; and

**Whereas**, funds totaling \$1.5 million dollars have been established pursuant to Public Resources Code Section 43230, and are available from the California Department of Resources, Recycling and Recovery Account for grants to Local Enforcement Agencies to support solid waste facilities permit and inspections;

**Now, therefore, it be resolved** that the Inyo County Board of Supervisors authorizes the submittal of grant applications to the California Department of Resources, Recycling and Recovery for Local Enforcement Agency Grants for the period of July 1, 2025 through June 30, 2030;

**Be it further resolved** that the Director of the Inyo County Environmental Health Department, or his/her designee is hereby authorized and empowered to execute in the name of the County of Inyo all necessary applications, contracts, agreements, payment requests and amendments for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant application.

**Passed and Adopted** by the Inyo County Board of Supervisors this \_\_\_\_th day of \_\_\_\_\_, 2025, by the following vote of the Board of Supervisors:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

*Attest: Nate Greenberg*

*Clerk of the Board*

---

*Chairperson, Inyo County Board of Supervisors*

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

*Darcy Israel , Assistant*



# 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

June 24, 2025

Reference ID:  
2025-437

### Amendments to the Minutes for May 13, 2025 and Associated Board Order

#### Health & Human 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:

Authorize the Clerk of the Board to amend the minutes of the May 13, 2025 Board of Supervisors meeting, and associated Board Order, so that they match the amount on the contract amendment with Eastern Sierra Community Housing.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

On May 13, 2025, the Board approved the contract amendment with Eastern Sierra Community Housing. However, the agenda request did not match the contract amount.

Staff apologizes for the mix-up and oversight and requests permission to amend the minutes and associated Board Order to state instead: "Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve Amendment No. 1 to the agreement between the Eastern Sierra Continuum of Care and Eastern Sierra Community Housing of Mammoth Lakes, California, increasing the contract amount from \$379,583 to an amount not to exceed \$1,068,776.37 for the term July 1, 2024 to June 30, 2025, and authorize the Health and Human Services Director to sign. Motion carried unanimously."

#### FISCAL IMPACT:

There is no immediate fiscal impact associated with this item.

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

Your Board could decline to approve the amendments, however this is not recommended as the record needs to reflect the full action taken by the Board.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Improve Housing Opportunities

**APPROVALS:**

Melissa Best-Baker	Created/Initiated - 6/11/2025
Darcy Israel	Approved - 6/11/2025
Anna Scott	Approved - 6/12/2025
Amy Shepherd	Approved - 6/12/2025
John Vallejo	Approved - 6/13/2025
Nate Greenberg	Final Approval - 6/13/2025

**ATTACHMENTS:**

1. Original Minutes
2. Proposed Amended Minutes
3. Original Board Order
4. Proposed Amended Board Order

# MINUTES



## County of Inyo Board of Supervisors

**May 13, 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 May 13, 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 8:32 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich; No. 3 **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1)** – Name of case: *Sierra Club and OVC v. LADWP et. al.* Case No.: S1CVCV01-29768; and No. 4 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Counsel.

*Open Session*

Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 10:03 a.m. with all Board members present.

*Pledge of Allegiance*

County Counsel Vallejo 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 to discuss Item Nos. 3 and 4.

*Public Comment*

The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley and Courtnee Johansen and her first-grade students from Big Pine Elementary School.

*County Department Reports*

Health & Human Services Director Anna Scott recognized May as Mental Health Awareness Month and noted that anyone seeking support in the event of a mental health crisis can call 988. She also announced the upcoming Mental Health Awareness Walk and BBQ at Bishop City Park on May 28.

*Clerk of the Board –  
Approval of Minutes*

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the minutes from the regular Board of Supervisors meeting of May 6, 2025. Motion carried unanimously.

*CAO-Personnel –  
ICLEAA Side Letter*

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to ratify and approve the side letter between the County of Inyo and the Inyo County Law Enforcement Administrators Association. Motion carried unanimously.

<i>CAO-Personnel – ICDSA Side Letter</i>	Moved by Supervisor Roeser and seconded by Supervisor Wadelton to ratify and approve the side letter between the County of Inyo and the Inyo County Deputy Sheriffs Association. Motion carried unanimously.
<i>CAO-Public Defender – Therese Hankel Contract</i>	Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the Agreement between the County of Inyo and Therese Hankel for the provision of Public Defender services in an amount not to exceed \$575,000 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.
<i>CAO-Motor Pool – Surplus Vehicle Auction</i>	Moved by Supervisor Roeser and seconded by Supervisor Wadelton to: <ul style="list-style-type: none"> <li>A) Declare the vehicles and equipment identified in Exhibit A as surplus;</li> <li>B) Authorize Motor Pool to offer the vehicles and equipment for sale utilizing the Public Surplus auction site; and</li> <li>C) Authorize Motor Pool to utilize either the previously approved consignment auction agreement with Enterprise Fleet Management or another auctioneer for the removal and sale of any vehicles remaining unsold after the Public Surplus process.</li> </ul> Motion carried unanimously.
<i>HHS – ESCoC/Eastern Sierra Community Housing Agreement Amendment No. 1</i>	Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve Amendment No. 1 to the agreement between the Eastern Sierra Continuum of Care and Eastern Sierra Community Housing of Mammoth Lakes, California, increasing the contract amount from \$379,583 to an amount not to exceed \$1,003,850.18, for the term July 1, 2024 to June 30, 2025, and authorize the Health and Human Services Director to sign. Motion carried unanimously.
<i>Public Works – Whitney Portal Road N.O.C./Resolution No. 2025-14</i>	Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve Resolution No. 2025-14, titled, "A Resolution Authorizing the Recording of a Notice of Completion for the Whitney Portal Road Emergency Culvert Repair Project," and authorize the Chairperson to sign. Motion carried unanimously.
<i>Public Works – Road Closure</i>	Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the road closure of Cerro Gordo Road east of Highway 136 between the hours of 7:00 a.m. and 6:00 p.m. on May 24, 2025, to accommodate a foot race hosted by Silver Pineapple LLC. Motion carried unanimously.
<i>CAO – Big Pine School Donation for Mendenhall Park</i>	Deputy CAO Meaghan McCamman introduced an item to accept a donation of playground and park equipment from Big Pine Unified School District for Mendenhall Park. She also reported on the County's plans for improvements at Mendenhall Park. Board members thanked McCamman and County staff as well as Big Pine teacher Courtnee Johansen and her students, some of whom were in attendance, for working to make Mendenhall Park a fun, safe, and beautiful place to visit.  Moved by Supervisor Roeser and seconded by Supervisor Wadelton, pursuant to Inyo County Code Section 6.26.020, accept a donation of paint, dog waste systems, and a dome climber from the Big Pine Unified School District on behalf of the County. Motion carried unanimously.
<i>Water Department – Inyo County/Los Angeles Standing Committee Meeting</i>	Water Department Director Dr. Holly Alpert provided an overview and requested Board direction in advance of the Inyo County/Los Angeles Standing Committee meeting scheduled for May 19, 2025, in Inyo County.  Board members showed appreciation for the attention given to landscape health by the Los Angeles Department of Water and Power and requested continued diligence concerning weed abatement and fire fuels reduction projects.  Chairperson Marcellin asked if there was anyone wishing to provide public comment and comment was received from Sally Manning and Lauren Kelly.

*CAO-ESCOG –  
Semi-Annual Update,  
Resolution #2025-15,  
and PMO Services  
Agreement*

Eastern Sierra Council of Governments (ESCOG) Executive Director Elaine Kabala gave a semi-annual update on ESCOG, its successes over the last five years, a report on the Strategic Planning Retreat, and a review of 2025-2026 project priorities. Kabala answered Board member questions.

In order to ensure transparency to the Board and public, County Counsel Vallejo noted that a few non-substantive, clerical revisions were made to language and formatting on the ESCOG agreement after publication of the agenda.

Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

- A) Adopt Resolution No. 2025-15 of the Inyo County Board of Supervisors to Extend a Program of Work to be Known as the “ESCOG: Community Economic Resiliency Fund Pilot Program;” and
- B) Approve the Agreement Between County of Inyo and the Eastern Sierra Council of Governments for the Provision of Project Management, GIS, and Grant Administration Services and authorize the Chairperson to sign, contingent upon all other signatures being obtained.

Motion carried unanimously.

*CAO-Personnel –  
Assistant D.A./David  
Christensen Contract/  
Resolution #2025-16*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

- A) Approve the contract between the County of Inyo and David Christensen for the provision of personal services as the Assistant District Attorney at Grade 28, Step B, \$13,688.89 per month effective May 22, 2025, and authorize the Chairperson to sign;
- B) Direct staff to update the publicly available pay schedule accordingly; and
- C) Rescind Resolution No. 2025-08 and approve Resolution No. 2025-16 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 May 22, 2025, and authorize the Chairperson to sign.

Motion carried unanimously.

*CAO-Personnel –  
Salary & Benefit  
Adjustments for  
Elected Officials/  
Ordinance 1317*

The Board was presented with Ordinance 1317 for approval on its second reading before the Board, following lengthy discussion during the first reading on April 29. Public comment was provided by Trevor Warner.

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

- A) Approve Ordinance 1317 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Sub-sections 2.88.040(A) 2.88.040(B) 2.88.040(C) and 2.88.040(G), and Repealing Sub-section 2.88.040(H) of the Inyo County Code Regarding Certain Elected Official Salaries," effective June 5, 2025; and
- B) Direct staff to update the publicly available pay schedule accordingly.

Motion carried unanimously.

*CAO-Personnel –  
Benefit Update for  
Board of Supervisors/  
Ordinance 1318*

The Board was presented with Ordinance 1318 for approval on its second reading before the Board, following lengthy discussion during the first reading on April 29.

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve Ordinance 1318 titled, "An Ordinance of the Inyo County Board of Supervisors, State of California Amending Section 2.04.040(H) of the Inyo County Code to Provide for a Change in Benefits for Members of the Board of Supervisors." Motion carried unanimously.

*Public Comment*

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

*Board Member & Staff  
Reports*

Supervisor Roeser said she attended a Big Pine Town Hall Meeting.

Supervisor Wadelton said he attended the Board meeting in Tecopa, then made stops on the way back through his district to meet with constituents.

Supervisor Orrill said she attended the Board meeting in Tecopa, announced the upcoming annual Bishop Mule Days Celebration, and encouraged anyone planning to attend to consider volunteering at the event.

Supervisor Griffiths said he attended a celebration of life in Olancho, the Board meeting in Tecopa, and a Bishop City Council meeting and said he will attend meetings for the Inyo Health in Action, and the City-County Liaison Committee.

CAO Greenberg said he attended an Eastern Sierra Wildfire Alliance meeting and the Tecopa Board meeting, will attend the City-County Liaison meeting and an area managers meeting for the Eastern Sierra Council of Governments, and announced the second course for the California State Association of Counties (CSAC) Leadership Academy.

Supervisor Marcellin said he attended the Tecopa Board meeting and has been attending an online class with CSAC. Marcellin said he has upcoming meetings for the Local Agency Formation Commission and the City-County Liaison Committee and looks forward to attending the annual Bishop Mule Days Celebration.

*Recess/Reconvene*

The Chairperson recessed the meeting to return to closed session at 11:32 a.m. and reconvened the meeting at 2:50 p.m. with all Board members present.

*Report on Closed  
Session*

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


*Adjournment*

The Chairperson adjourned the meeting at 2:50 p.m. to 8:30 a.m. Tuesday, May 27, 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



# MINUTES



## County of Inyo Board of Supervisors

**AMENDED BY BOARD ORDER JUNE 24, 2025**

**May 13, 2025**

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***Closed Session  
Public Comment***

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

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Health & Human Services Director Anna Scott recognized May as Mental Health Awareness Month and noted that anyone seeking support in the event of a mental health crisis can call 988. She also announced the upcoming Mental Health Awareness Walk and BBQ at Bishop City Park on May 28.

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

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***CAO-Personnel – ICLEAA Side Letter***

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Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

- A) Adopt Resolution No. 2025-15 of the Inyo County Board of Supervisors to Extend a Program of Work to be Known as the “ESCOG: Community Economic Resiliency Fund Pilot Program;” and
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- B) Direct staff to update the publicly available pay schedule accordingly; and
- C) Rescind Resolution No. 2025-08 and approve Resolution No. 2025-16 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 May 22, 2025, and authorize the Chairperson to sign.

Motion carried unanimously.

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Adjustments for  
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- A) Approve Ordinance 1317 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Sub-sections 2.88.040(A) 2.88.040(B) 2.88.040(C) and 2.88.040(G), and Repealing Sub-section 2.88.040(H) of the Inyo County Code Regarding Certain Elected Official Salaries," effective June 5, 2025; and
- B) Direct staff to update the publicly available pay schedule accordingly.

Motion carried unanimously.

**CAO-Personnel –  
Benefit Update for  
Board of Supervisors/  
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**Public Comment**

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

***Board Member & Staff  
Reports***

Supervisor Roeser said she attended a Big Pine Town Hall Meeting.

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Supervisor Orrill said she attended the Board meeting in Tecopa, announced the upcoming annual Bishop Mule Days Celebration, and encouraged anyone planning to attend to consider volunteering at the event.

Supervisor Griffiths said he attended a celebration of life in Olancha, the Board meeting in Tecopa, and a Bishop City Council meeting and said he will attend meetings for the Inyo Health in Action, and the City-County Liaison Committee.

CAO Greenberg said he attended an Eastern Sierra Wildfire Alliance meeting and the Tecopa Board meeting, will attend the City-County Liaison meeting and an area managers meeting for the Eastern Sierra Council of Governments, and announced the second course for the California State Association of Counties (CSAC) Leadership Academy.

Supervisor Marcellin said he attended the Tecopa Board meeting and has been attending an online class with CSAC. Marcellin said he has upcoming meetings for the Local Agency Formation Commission and the City-County Liaison Committee and looks forward to attending the annual Bishop Mule Days Celebration.

***Recess/Reconvene***

The Chairperson recessed the meeting to return to closed session at 11:32 a.m. and reconvened the meeting at 2:50 p.m. with all Board members present.

***Report on Closed  
Session***

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

***Adjournment***

The Chairperson adjourned the meeting at 2:50 p.m. to 8:30 a.m. Tuesday, May 27, 2025, in the County Administrative Center in Independence.

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Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG  
Clerk of the Board*

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

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

County of Inyo, State of California

I, HEREBY CERTIFY, that at a regular 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 13<sup>th</sup> day of May 2025 an order was duly made and entered as follows:

*HHS –  
ESCoC/Eastern Sierra  
Community Housing  
Agreement  
Amendment No. 1*

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve Amendment No. 1 to the agreement between the Eastern Sierra Continuum of Care and Eastern Sierra Community Housing of Mammoth Lakes, California, increasing the contract amount from \$379,583 to an amount not to exceed \$1,003,850.18, for the term July 1, 2024 to June 30, 2025, and authorize the Health and Human Services Director to sign. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: May 14, 2025

WITNESS my hand and the seal of said Board this 13<sup>th</sup>  
Day of May, 2025



*NATHAN GREENBERG  
Clerk of the Board of Supervisors*

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

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



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

May 13, 2025

Reference ID:  
2025-266

### Amendment No. 1 Between the Eastern Sierra Continuum of Care and Eastern Sierra Community Housing for Housing Services Health & Human 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 No. 1 to the agreement between the Eastern Sierra Continuum of Care and Eastern Sierra Community Housing of Mammoth Lakes, California, increasing the contract amount from \$379,583 to an amount not to exceed \$1,003,850.18, for the term July 1, 2024 to June 30, 2025, and authorize the Health and Human Services Director to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Health and Human Services Department is requesting the Board approve this grant agreement amendment between the Eastern Sierra Continuum of Care and Eastern Sierra Community Housing because Inyo County Health and Human Services acts as the Collaborative Applicant and fiscal agent for the Eastern Sierra Continuum of Care. As the Collaborative Applicant, Inyo County applies for, receives, and distributes regional grant funding on behalf of Inyo, Mono and Alpine counties, as well as funding designated for the Eastern Sierra Continuum of Care. This is increasing the contract by \$725,438.37 for additional operating subsidies, reserves and setting aside one unit for homeless youth.

Through this grant agreement, Inyo County will distribute additional Homeless Housing and Prevention funding to Eastern Sierra Community Housing to provide for the delivery of permanent housing and innovative housing solutions in Alpine, Inyo, and Mono counties. Specifically, Eastern Sierra Community Housing will use these additional grant funds to set aside one unit at Innsbruck Lodge that will be dedicated to "homeless youth" between the ages of 12-24; required operating reserves for the Valley and Access apartments; and construction costs for the completion of the Innsbruck Lodge and Access Apartments. These projects are either planned, in process, or nearing completion and align with the Eastern Sierra Continuum of Care's goals of creating accessible housing for individuals who are low-income and/or unhoused in Inyo, Mono, and Alpine counties.

Innsbruck Lodge is a project to remodel a hotel in Mammoth Lakes into housing units. Recently, Eastern Sierra Community Housing was able to house five families or individuals from Inyo, Mono, and Alpine counties, and will have ten more units available in the near future. Eastern Sierra Community Housing is an active partner in the Eastern Sierra Continuum of Care and used the Housing Management

Information System and Coordinated Entry System to help determine the eligibility of families for these units. The Access Apartments project in Mammoth Lakes entails the remodeling of a commercial building into eleven low-income housing units. This project is under construction and is expected to be completed in 2025. These multi-year projects have been impacted by inflation in the cost of materials and labor. This contract will help cover inflated construction costs to ensure completion of the renovation of Innsbruck and Access Apartments.

This grant agreement was separately approved by the Eastern Sierra Continuum of Care on October 14, 2024. The amendment will ensure that state funding received in Rounds 1, 2 and 4 of the Homeless Housing, Assistance and Prevention (HHAP) grant can be allocated and spent prior to their expiration dates.

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant Funded (Homeless Housing, Assistance, and Prevention Program)	<b>Budget Unit</b>	055900
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	One-Time Expenditure	<b>Sole Source?</b>	N/A

**If Sole Source, provide justification below**

#### Current Fiscal Year Impact

Up to \$1,003,850.18 for the period between June 25, 2024 and June 30 2025

#### Future Fiscal Year Impacts

N/A

#### Additional Information

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

The Board may choose not to approve this contract as recommended or direct staff to attempt to renegotiate the terms within it. This is not recommended as staff has spent considerable time arriving at the negotiated agreement, and it is unlikely that other concessions will be made. Additionally, doing so could put the County's and Eastern Sierra Continuum of Care's Homeless Housing and Prevention housing funding in jeopardy of having to be returned to the State.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Eastern Sierra Community Housing, Alpine County Health and Human Services, Mono County Health and Human Services and Behavioral Health, Eastern Sierra Continuum of Care members

#### STRATEGIC PLAN ALIGNMENT:

**Thriving Communities I** Improve Housing Opportunities

#### APPROVALS:

Melissa Best-Baker	Created/Initiated - 4/22/2025
Darcy Israel	Approved - 4/22/2025
Tyler Davis	Approved - 4/24/2025
Anna Scott	Approved - 4/24/2025
Gina Ellis	Approved - 4/25/2025
Amy Shepherd	Approved - 4/28/2025
John Vallejo	Approved - 4/29/2025
Nate Greenberg	Final Approval - 5/6/2025

**ATTACHMENTS:**

1. Eastern Sierra Community Housing Agreement Amendment No. 1
2. Eastern Sierra Community Housing Agreement



**AMENDMENT NUMBER ONE (1) TO  
GRANT AGREEMENT BETWEEN  
THE EASTERN SIERRA CONTINUUM OF CARE  
AND  
EASTERN SIERRA COMMUNITY HOUSING  
FOR  
DELIVERY OF PERMANENT HOUSING AND INNOVATIVE HOUSING SOLUTIONS**

WHEREAS, the Eastern Sierra Continuum of Care (ESCOC) and Eastern Sierra Community Housing (herein called the "Grantee"), have entered into an Agreement for the Delivery of Permanent Housing and Innovative Housing Solutions dated January 7, 2025 for the term of June 25, 2024 through June 30, 2026.

WHEREAS, ESCOC and Grantee do desire and consent to amend such Agreement as set forth below:

WHEREAS, such Agreement provides that it may be modified, amended or 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 on the original Agreement to maintain continuity.

ESCOC and Grantee hereby amend such Agreement as follows:

Section 2: Scope of Work,

A.2. General Statement shall be amended to add the following eligible activities:

Operating Reserve for Valley and Access Apartments and Unit dedication for Youth Set Aside Population

A.3. Program Delivery shall be amended to be amended to add:

Activity#6      Set aside one unit in Innsbruck that will be dedicated to a client who meet the Youth Set Aside qualifications. If no youth clients have applied, unit can be filled and next vacant unit will be prioritized for youth client.

Activity #7      Operating Reserve for Valley Apartments and Innsbruck Lodge.

B. Payment for Services shall be amended to read as follows:

It is mutually agreed that ESCOC shall pay Grantee not more than the following: an additional of \$725,438.37 which includes \$300,000 for operation reserve for Valley Apartments and Innsbruck Lodge (\$150,000 each); \$90,000 for Youth Set Aside Operation Subsidy; \$335,438.37 for Construction costs for a total of \$1,068,776.37.

Section 3: TERM OF AGREEMENT shall be amended to read as follows:

The term of this Agreement is from the Effective Date and continuing through June 30, 2025.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantor:

Grantee:

Eastern Sierra Continuum of Care



Patricia Robertson (May 12, 2025 12:52 PDT)

**Anna Scott, Chairperson**

**Patricia Robertson, Executive Director**

**Date:** 05/15/2025

**Date:** 05/12/2025

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

County of Inyo, State of California

I, HEREBY CERTIFY, that at a regular 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 7<sup>th</sup> day of January 2025 an order was duly made and entered as follows:

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

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

WITNESS my hand and the seal of said Board this 7<sup>th</sup>  
Day of January, 2025



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: January 14, 2025



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 7, 2025

Reference ID:  
2024-468

### Eastern Sierra Community Housing Grant from Eastern Sierra Continuum of Care Health & Human 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:

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

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Health and Human Services Department is requesting the Board ratify this grant agreement between the Eastern Sierra Continuum of Care and Eastern Sierra Community Housing because Inyo County Health and Human Services acts as the Collaborative Applicant and fiscal agent for the Eastern Sierra Continuum of Care. As the Collaborative Applicant, Inyo County applies for, receives, and distributes regional grant funding on behalf of Inyo, Mono and Alpine counties as well as funding designated for the Eastern Sierra Continuum of Care. Through this grant agreement, Inyo County will distribute Homeless Housing and Prevention funding to Eastern Sierra Community Housing to provide for the delivery of permanent housing and innovative housing solutions in Alpine, Inyo, and Mono counties. Specifically, Eastern Sierra Community Housing will use this grant funding to support completion of the Innsbruck Lodge, Access Apartments, and/or Silver Peaks projects. These projects are either planned, in process, or nearing completion and align with the Eastern Sierra Continuum of Care's goals of creating accessible housing for individuals who are low-income and/or unhoused in Inyo, Mono, and Alpine counties.

Innsbruck Lodge is a project to remodel a hotel in Mammoth Lakes into housing units. Recently, Eastern Sierra Community Housing was able to house five families or individuals from Inyo, Mono, and Alpine counties, and will have ten more units available in the near future. Eastern Sierra Community Housing is an active partner in the Eastern Sierra Continuum of Care and used the Housing Management Information System and Coordinated Entry System to help determine the eligibility of families for these units.

The Access Apartments project in Mammoth Lakes entails the remodeling of a commercial building into eleven low-income housing units. This project is under construction and is expected to be completed in

2025.

The Silver Peaks project in Bishop is in the planning phase, but is not fully funded at this time. This agreement allows Eastern Sierra Community Housing to utilize any remaining Homeless Housing and Prevention funds that are designated for construction cost overruns for Silver Peaks, should the project move forward.

These multi-year projects have been impacted by inflation in the cost of materials and labor. This contract will help cover inflated construction costs to ensure completion of the renovation of Innsbruck and Access Apartments, and may be used to support the Silver Peaks project in Bishop, should that move forward.

This agreement is coming before your Board as a ratification due to the time it took staff to negotiate terms and develop grant language in coordination with County Counsel. The Health and Human Services Department is fairly new to the role of acting as Collaborative Applicant on behalf of the Eastern Sierra Continuum of Care and was thoughtful in its approach to distributing this regional funding through a grant agreement. Because the Innsbruck project is near completion and the Eastern Sierra Continuum of Care has approved the use of Homeless Housing and Prevention funding for the purpose of covering cost overruns that are currently accruing, the Department is requesting ratification of the agreement to June 25, 2024 to capture and reimburse costs back to that date.

This grant agreement was separately approved by the Eastern Sierra Continuum of Care on October 14, 2024.

**FISCAL IMPACT:**

<b>Funding Source</b>	Grant Funded (Housing, Assistance, and Prevention Program)	<b>Budget Unit</b>	055900
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	One Time Expense		
<b>Current Fiscal Year Impact</b>			
Not to exceed \$343,338 for the period of June 25, 2024 through June 30, 2026.			
<b>Future Fiscal Year Impacts</b>			
Not to exceed \$343,338 for the period of June 25, 2024 through June 30, 2026.			
<b>Additional Information</b>			

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

The Board may choose to not approve this contract as recommended or direct staff to attempt to renegotiate the terms within it. This is not recommended as staff has spent considerable time to arrive at the negotiated agreement and it is unlikely that other concessions will be made. Additionally, doing so could put the County's and Eastern Sierra Continuum of Care's Homeless Housing and Prevention housing funding in jeopardy of having to be returned to the State.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Eastern Sierra Community Housing, Alpine County Health and Human Services, Mono County Health and Human Services and Behavioral Health, Eastern Sierra Continuum of Care members

**STRATEGIC PLAN ALIGNMENT:**

Thriving Communities | Improve Housing Opportunities

**APPROVALS:**

Melissa Best-Baker  
Darcy Ellis  
Anna Scott  
Keri Oney  
Grace Chuchla  
John Vallejo  
Amy Shepherd  
Nate Greenberg

Created/Initiated - 6/4/2024  
Approved - 6/4/2024  
Approved - 6/10/2024  
Approved - 6/12/2024  
Approved - 12/17/2024  
Approved - 12/19/2024  
Approved - 12/19/2024  
Final Approval - 12/26/2024

**ATTACHMENTS:**

1. Eastern Sierra Continuum of Care (ESCOC) Grant Agreement

**GRANT AGREEMENT BETWEEN**  
**EASTERN SIERRA CONTINUUM OF CARE**  
**AND**  
**MAMMOTH LAKES HOUSING (DBA EASTERN SIERRA COMMUNITY HOUSING,**  
**INNSBRUCK LODGE AFFORDABLE HOUSING, LLC)**  
**FOR**  
**DELIVERY OF PERMANENT HOUSING AND INNOVATIVE HOUSING SOLUTIONS**  
**THROUGH THE**  
**HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM**

**GRANT AGREEMENT BETWEEN  
THE EASTERN SIERRA CONTINUUM OF CARE  
AND  
EASTERN SIERRA COMMUNITY HOUSING  
FOR  
DELIVERY OF PERMANENT HOUSING AND INNOVATIVE HOUSING SOLUTIONS**

THIS AGREEMENT is entered this \_\_\_\_ day of \_\_\_\_\_ (the "Effective Date"), by and between the Eastern Sierra Continuum of Care ("ESCOC") and EASTERN SIERRA COMMUNITY HOUSING (herein called the "Grantee").

WHEREAS, the ESCOC has applied for and received funds from the State of California (State), through the Homeless Housing, Assistance and Prevention Program (HHAP, administered by the California Interagency Council on Homelessness ("Cal ICH"); and

WHEREAS, ESCOC wishes to engage the Grantee to assist ESCOC in utilizing such funds to assist people experiencing homelessness or are at risk of experiencing homelessness in Inyo, Mono, and Alpine Counties;

NOW, THEREFORE, it is agreed between the parties hereto that:

**ARTICLE 1—PROJECT**

**SECTION 1: DEFINITIONS**

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (q):

(a) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

(b) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

(c) "Homeless" means people that are homeless or at risk of homelessness as those terms are defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

(d) "Homeless Management Information System" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.



(e) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

(f) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

(g) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

## SECTION 2: SCOPE OF WORK

### A. Activities

#### 1. Eligible Activities:

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50220.5, subdivision (d)–(f), and any other applicable laws. The grantee shall expend funds on evidence-based solutions that address and prevent homelessness among eligible populations for the approved activity or activities below:

Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.

ESCOC will consider a scope of work change if a request is submitted to ESCOC and must be for evidence-based solutions within the scope of eligible uses that address and prevent homelessness among eligible populations uses including any of the following:

- a) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- b) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing
- c) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- d) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.
- e) Prevention and shelter diversion to permanent housing, including rental subsidies.
- f) New navigation centers and emergency shelters based on demonstrated need.  
Demonstrated need for purposes of this paragraph shall be based on the following:
  - (i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.
  - (ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.

- (iii) Shelter vacancy rate in the summer and winter months.
- (iv) Percentage of exits from emergency shelters to permanent housing solutions.
- (v) A plan to connect residents to permanent housing.

2. General Statement:

Grantee will utilize HHAP funds for the following eligible activities in Inyo, Mono, and Alpines Counties:

Reimbursement for construction costs for Innsbruck Lodge, Access Apartments and/or Silver Peaks projects.

3. Program Delivery:

Activity #1 Reimbursement for construction costs for Innsbruck Lodge, Access and/or Silver Peaks projects.

Activity #2 Coordinate support services with partner agencies, as appropriate

Activity #3 Participate in the local Homeless Management Information System

Activity #4 Participate in the local Coordinated Entry System

Activity #5 Participate in monthly Continuum of Care Meetings

B. Payment for Services

It is mutually agreed that ESCOC shall pay Grantee not more than the following Three hundred and forty-three thousand three hundred and thirty eight dollars- \$343,338.00.

See attached Exhibit A for project budget and eligible expenses. Any amendment to the project budget must be approved by ESCOC, which approval will not be unreasonably conditioned, delayed or withheld. Grantee is contractually obligated to expend one hundred percent (100%) of HHAP funds by June 30, 2026. Grantee is solely responsible for adherence to the Agreement.

Subject to notice and opportunity to cure, ESCOC reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions: if ESCOC, in its sole discretion, determines that Grantee has not performed in accordance with this contract or has failed to comply with any term or condition of this Agreement; or if Grantee fails to comply with the specified grantee activities or deliverables outlined in this Agreement.

C. Project Outcomes

Pursuant to Section 4, Grantee shall annually deliver on the outcomes provided in Exhibit B.

D. Performance Monitoring

ESCOC will monitor the performance of the Grantee regarding goals and performance standards as stated above. Substandard performance as determined by ESCOC will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee after written notice identifying the specific substandard performance identified by ESCOC and at least 30 days opportunity to cure, within a reasonable period of time

after being notified and allowed to cure by ESCOC, suspension or termination procedures will be initiated.

### **SECTION 3: TERM OF AGREEMENT**

The term of this Agreement is from the Effective Date and continuing through June 30, 2026.

### **SECTION 4: PROGRAM REPORTING**

#### **A. Annual Reports**

By December 15, 2024, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to ESCOC in a format provided by ESCOC. Annual Reports will include a request for data on expenditures and people served with HHAP funding in addition to details on specific projects selected for the use of HHAP funding. If the Grantee fails to provide such documentation, ESCOC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification and expiration of the 30 day period to cure. No later than December 15, 2027, the Grantee shall submit a final report, in a format provided by ESCOC, as well as a detailed explanation of all uses of the program funds.

#### **B. Expenditure Reports**

In addition to the annual reports, ESCOC requires the Grantee to submit quarterly expenditure reports due no later than 20 days following the end of each fiscal quarter. Grantee shall submit a report to ESCOC on a form and method provided by ESCOC that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information ESCOC deems appropriate or necessary. If the Grantee fails to provide such documentation, ESCOC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

#### **C. Reporting Requirements**

- 1) **Annual Report:** The annual report shall contain detailed information in accordance with Health and Safety Code section 50222, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Cal ICH:
  - (1) Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.
  - (2) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:

- (1) The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.
  - (2) Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.
  - (3) Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.
- (3) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.
- 2) Expenditure Report: The expenditure report(s) shall contain data on expenditures of HHAP funding including but not limited to obligated funds, expended funds, interest accrued, and other funds derived from HHAP funding.
  - 3) Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by ESCOC. ESCOC reserves the right to request that Grantee return funds to ESCOC in the period after the Final Expenditure Plan is submitted.
  - 4) ESCOC may require additional supplemental reporting with reasonable written notice to the Grantee.

Grantee may, at their discretion, fully expend their HHAP allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

## **SECTION 5: CONTINUUM OF CARE REQUIREMENTS**

The Grantee is required to actively participate in the following:

- Continuum of Care meetings: Grantee will attend monthly Continuum of Care meetings and provide public reports at the request of ESCOC. Grantee may be allowed no more than two annual absences from monthly Continuum of Care Meetings.
- Homeless Management Information System (HMIS): Grantee will have no less than one HMIS license through its sponsor EASTERN SIERRA COMMUNITY HOUSING and comply with all HMIS policies and procedures.
- Coordinated Entry System (CES): Grantee will ensure that programs funded under this grant are known by CES with a written standard for referrals.

## **SECTION 6: NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, fax or other electronic means. Any notice delivered or sent as

aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

**ESCOC**

Eastern Sierra Continuum of Care  
1360 North Main Street, Suite 201  
Bishop, CA 93514  
760-878-0232  
mbestbaker@inyocounty.us

**Grantee**

EASTERN SIERRA COMMUNITY HOUSING  
P.O. Box 260  
Mammoth Lakes, CA 93546  
760-934-4740  
[patricia@eschousing.org](mailto:patricia@eschousing.org)

**ARTICLE 2—FINANCIAL MANAGEMENT AND GENERAL REQUIREMENTS**

**SECTION 1: PAYMENTS AND BUDGET**

**A. General Statement**

ESCOC shall provide funding to the Grantee its allowable costs for the services identified in this Agreement not to exceed the amounts delineated in the budget located in Exhibit A.

Allowable costs shall mean those necessary and proper costs identified in the Grantee's application and budget and approved by ESCOC. Such disbursement shall constitute full and complete payment by the ESCOC under this Agreement.

**B. Budget & Disbursement**

Any amendments to the budget must be approved in writing by ESCOC. ESCOC may require a more detailed budget breakdown than the one contained herein, and the Grantee shall upon request provide such supplementary budget information in a timely fashion in the form and content prescribed by ESCOC.

HHAP funding may only be expended on allowable costs set in this Agreement. In the event that ESCOC determines that any funds were expended by the Grantee for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, ESCOC may order repayment of the same. The Grantee shall remit the disallowed amount to ESCOC within thirty (30) days of written notice of the disallowance.

Grantee is contractually obligated to expend one hundred percent (100%) of HHAP funds by June 30, 2026. The Grantee agrees that upon expiration of this Agreement, the Grantee shall transfer to ESCOC any HHAP funds on hand at the time of the expiration not spent or encumbered for eligible costs and any accounts receivable attributable to the use of HHAP funds.

**C. Breach and Remedies**

**Breach of Agreement**

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

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

**Remedies for Breach of Agreement**

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

- Bar the Grantee from applying for future HHAP funds;
- Revoke any other existing HHAP award(s) to the Grantee;
- Require the return of any unexpended HHAP funds disbursed under this Agreement;
- Require repayment of HHAP funds disbursed and expended under this Agreement for ineligible activities;
- Require the immediate return to ESCOC of all funds derived from the use of HHAP funds; Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP requirements.

All remedies available to ESCOC are cumulative and not exclusive. ESCOC may give written notice to the Grantee to cure the breach or violation within a period of not less than 30 days from the date the notice of default is issued.

This Agreement may be terminated by ESCOC immediately and without notice for cause or by ESCOC without cause upon **thirty (30) days'** written notice of termination to Grantee. Upon termination, Grantee shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, ESCOC may withhold compensation due Grantee in order to reimburse ESCOC for any losses, damages or expenses caused by Grantee's default under this Agreement.

**SECTION 2: DOCUMENTATION OF COSTS, FINANCIAL REPORTING, AND GENERAL CONDITIONS**

The Grantee will be required to maintain books, records, documents, and other evidence directly related to performance of the work for a minimum of five (5) years in accordance with Generally Acceptable Accounting Principles (GAAP). Costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges.

All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, ESCOC shall have the right, at its own expense, to audit the records of the Grantee as they relate to the Agreement and the activities and services described herein.

The Grantee shall also:

- Comply with all applicable State and Federal laws, regulations, and requirement and all provisions of this Agreement.
- Comply with and obtain at its own expense, if necessary, all applicable Federal, State, City or Municipal standards for licensing, certifications and operation of facilities and programs, and

accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

- Comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- Comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The nondiscrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to this Agreement.
- Maintain an effective system of internal fiscal control and accountability for all HHAP funds and property acquired or improved with HHAP funds, and ensure the same are used solely for authorized purposes.
- Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Grantee's accounting records.
- Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.
- Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of ESCOC at any time during normal business hours and as often as necessary.
- Inform ESCOC concerning any funds allocated to the Grantee, that the Grantee anticipates will not be expended during the term of this Agreement, and permit the reassignment of the same by ESCOC to other Grantees.
- Provide budget and disbursement amendments as outlined in Article 2, Section 1B above.
- Repay ESCOC any funds in its possession at the time of the termination of this Agreement that may be due to ESCOC.
- Have processes in place (satisfaction surveys, Board representation, grievance procedures, etc.) which receive, document and utilize the input from low-income persons potentially benefiting or affected by the program or project covered under this Agreement.

### **SECTION 3: PROGRAM INCOME**

If applicable, Grantee shall report monthly on all program income generated by activities carried out with HHAP funds made available under this Agreement. The Grantee may use such income only during the term of this Agreement and only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to ESCOC at the completion of the Agreement.

### **SECTION 4: INELIGIBLE COSTS**

HHAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the program and the eligible uses identified in Health and Safety Code section 50220.5.

ESCOC reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee use HHAP funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds ESCOC.

An expenditure which is not authorized by this Agreement, or by written approval of ESCOC or Cal ICH, or which cannot be adequately documented, shall be disallowed and must be reimbursed ESCOC by the Grantee.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. Administrative costs are not an allowable expense for this grant program.

#### **SECTION 5: GRANTEE RESPONSIBILITY**

Grantee is responsible for the completion of the Project or full operation of the program activities required under this Agreement, but only to the extent the full grant funding is provided to the Grantee through HHAP.

#### **SECTION 5: SEVERABILITY**

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

#### **SECTION 6: DRUG-FREE WORKPLACE CERTIFICATION**

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

1. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section f(8355(a)(1).
2. Establish a Drug-Free Awareness program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. Subcontractor's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation, and employee assistance programs; and



- d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- 3. Provide, as required by Government Code 8355 (a)(3), that every employee and/or subcontractor who works under this Agreement:
  - a. Will receive a copy of Grantee's drug-free policy statement, and
  - b. Will agree to abide by terms of Grantee's condition of employment or subcontract.

#### SECTION 7: ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire agreement between ESCOC and the Grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between ESCOC and the Grantee with respect to this Agreement.

#### SECTION 8: NO THIRD-PARTY BENEFICIARIES

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

#### SECTION 9: GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of California. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising there under shall be in the Superior Court of Inyo County, California, and, if necessary for exclusive federal questions, the United States District Court for the Eastern District of California.

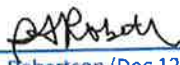
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantor:  
Eastern Sierra Continuum of Care

  
\_\_\_\_\_  
Anna Scott, Chairperson

Date: January 7, 2025

Grantee:

  
\_\_\_\_\_  
Patricia Robertson (Dec 12, 2024 10:48 PST)  
Patricia Robertson, Executive Director

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

# EXHIBIT A: PROJECT BUDGET

Innsbruck Lodge	Final Development Budget	Awarded Budget	Grant Sources <i>*All sources are grants and do not require repayment</i>
Land and Acquisition	\$3,503,887	\$2,700,000	Homekey
Rehab Costs	\$2,562,374	\$1,000,000	Town of Mammoth
Architecture & Soft Costs	\$736,167	\$550,000	Mono County
Insurance & Taxes	\$33,165	\$1,550,000	Homekey Match
Permit & DIF	\$45,303	\$160,000	Homekey Application Bonus
Replacement Reserves	\$31,019	\$343,338	Continuum of Care (HHAP)
Contingency	\$120,000	\$141,131	Mammoth Lakes Housing
		\$400,000	Town of Mammoth - last in
		\$187,445	MLH - Other
<b>Total</b>	<b>\$7,031,914</b>	<b>\$7,031,914</b>	

### EXHIBIT B: PROJECT OUTCOMES

OUTCOME	DATA	METHOD OF MEASURING DATA
Number of homeless persons served		
Number of youth served (unduplicated count)		
Number of homeless households served		
Number of unsheltered homeless persons served		
Length of time spent as homeless before entry into the program or project		
Number of homeless persons exiting the program to permanent housing		
Number of persons that return to homelessness within 6 months of exiting program		

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a regular 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 13<sup>th</sup> day of May 2025 an order was duly made and entered as follows:

## **AMENDED BY BOARD ORDER JUNE 24, 2025**

*HHS –  
ESCoC/Eastern Sierra  
Community Housing  
Agreement  
Amendment No. 1*

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve Amendment No. 1 to the agreement between the Eastern Sierra Continuum of Care and Eastern Sierra Community Housing of Mammoth Lakes, California, increasing the contract amount from \$379,583 to an amount not to exceed \$1,068,776.37 for the term July 1, 2024 to June 30, 2025, and authorize the Health and Human Services Director to sign. Motion carried unanimously.

### **Routing**

CC  
Purchasing  
Personnel  
Auditor  
CAO  
Other: HHS  
DATE: June 11, 2025

WITNESS my hand and the seal of said Board this 13<sup>th</sup>

Day of May, 2025



**NATHAN GREENBERG**  
Clerk of the Board of Supervisors

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

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



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 24, 2025

Reference ID:  
2025-438

### Maternal Child Adolescent Health (MCAH) California Home Visiting Program (CHVP) Agreement 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:

Approve the Maternal Child and Adolescent Health (MCAH) Agreement No. CHVP SGF EBHV 25-14 between the County of Inyo and California Department of Public Health in the amount of \$412,058 in State funding for the period of July 1, 2025 through June 30, 2026, contingent upon the Board's adoption of the Fiscal Year 2025-2026 Budget, and authorize the Health & Human Services Director to sign the Agreement Funding Application Policy Compliance and Certification.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Maternal Child and Adolescent Health (MCAH) California Home Visiting Program (CHVP) provides new, on-going funding to continue and expand evidence-based home visiting services to families in Inyo County. The funds will support existing staff to provide home visiting services to overburdened families who are at risk for Adverse Childhood Experiences (ACEs), including child maltreatment, domestic violence, substance use disorder and mental health related issues. Home visiting gives parents the tools and know-how to independently raise their children. It's a preventive intervention focused on promoting positive parenting and child development. Decades of research on home visiting shows that home visits by a trained professional during pregnancy and in the first few years of life improves the lives of children and families. Giving children a solid start in their first few years of life increases the opportunity for a brighter, more prosperous future. The Department respectfully requests your Board's approval to continue maintaining access to home visiting services.

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant Funded (California Department of Public Health)	<b>Budget Unit</b>	613595
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4498
<b>Recurrence</b>	Ongoing Expenditure	<b>Sole Source?</b>	N/A

If Sole Source, provide justification below

#### Current Fiscal Year Impact

N/A

**Future Fiscal Year Impacts**

Up to \$412,058 for the period between July 1, 2025 through June 30, 2026

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

The Board could choose not to approve this on-going funding for evidence-based home visiting program that provides early interventions for families in Inyo County. Doing so would reduce the Department's ability to maintain this prevention service.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

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

**APPROVALS:**

Katelyne Lent	Created/Initiated - 5/27/2025
Darcy Israel	Approved - 5/28/2025
Katelyne Lent	Approved - 6/11/2025
Stephanie Tanksley	Approved - 6/11/2025
Melissa Best-Baker	Approved - 6/11/2025
Anna Scott	Approved - 6/12/2025
Amy Shepherd	Approved - 6/12/2025
John Vallejo	Approved - 6/13/2025
Anna Scott	Approved - 6/13/2025
Nate Greenberg	Final Approval - 6/13/2025

**ATTACHMENTS:**

1. Agency Information Form
2. California Home Visiting Program Scope of Work

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION  
FUNDING AGREEMENT PERIOD **FY 2025-2026**

AGENCY INFORMATION FORM

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are **required to submit updated information when updates occur** during the fiscal year. Updated submissions do not require certification signatures.

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

AGENCY IDENTIFICATION INFORMATION

Please select the agreement or contract number for each of the applicable programs

MIECHV

SGF EBHV

SGF INNV 1.0

SGF INNV 2.0

Update Effective Date *(only required when submitting updates)* \_\_\_\_\_

Federal Employer ID#:\_\_\_\_\_

FISCAL ID#:\_\_\_\_\_

Complete Official Agency Name:\_\_\_\_\_

Business Office Address:\_\_\_\_\_

Agency Phone:\_\_\_\_\_

Agency Fax: \_\_\_\_\_

Agency Website:\_\_\_\_\_

AGREEMENT FUNDING APPLICATION POLICY COMPLIANCE AND CERTIFICATION

Update Effective Date (only required when submitting updates) \_\_\_\_\_

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant’s knowledge.

I certify that these Maternal, Child and Adolescent Health (MCAH) programs will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health, and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that the MCAH related programs will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.). I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related programs violate any of the above laws, regulations, and policies with which it has certified it will comply.

Official authorized to commit the Agency to a CHVP Agreement

Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_ Original Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Original Signature of MCAH Director

Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_ Original Signature: \_\_\_\_\_ Date: \_\_\_\_\_



☐ CHECK BOX if remittance address is the same as above

Has Remittance Address changed from previous Fiscal Year? If YES: Complete CDPH9083 (Item 13 on AFA Checklist)

REMITTANCE ADDRESS	
ALL PAYMENTS FROM CDPH TO THE CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS	
Contractor:	
Attention: "Cashier"	
Address:	
Contact Number:	
Email:	
<p>Either party may make changes to the information above by giving written notice to the other party.</p> <p>Said changes shall not require an amendment to this agreement but will require a new STD204 Payee Data Record or CDPH9083 Government Agency Taxpayer Form.</p> <p>Always include this remittance address on your invoice.</p>	

MIECHV				AUTHORIZED TO SIGN?				
Contact	First Name	Last Name	Title	Budgets	Invoices	IF YES SELECTED, SIGN	Phone	Email Address
AGENCY EXECUTIVE DIRECTOR								
MCAH DIRECTOR								
PROJECT COORDINATOR								
FISCAL OFFICER								
FISCAL CONTACT								
CLERK OF THE BOARD or								
CHAIR BOARD OF SUPERVISORS								
OFFICIAL AUTHORIZED TO COMMIT AGENCY								
ADDITIONAL CONTACTS								

SGF EBHV				AUTHORIZED TO SIGN?				
Contact	First Name	Last Name	Title	Budgets	Invoices	IF YES SELECTED, SIGN	Phone	Email Address
AGENCY EXECUTIVE DIRECTOR								
MCAH DIRECTOR								
PROJECT COORDINATOR								
FISCAL OFFICER								
FISCAL CONTACT								
CLERK OF THE BOARD or								
CHAIR BOARD OF SUPERVISORS								
OFFICIAL AUTHORIZED TO COMMIT AGENCY								
ADDITIONAL CONTACTS								

SGF INNV 1.0				AUTHORIZED TO SIGN?				
Contact	First Name	Last Name	Title	Budgets	Invoices	IF YES SELECTED, SIGN	Phone	Email Address
AGENCY EXECUTIVE DIRECTOR								
MCAH DIRECTOR								
PROJECT COORDINATOR								
FISCAL OFFICER								
FISCAL CONTACT								
CLERK OF THE BOARD or								
CHAIR BOARD OF SUPERVISORS								
OFFICIAL AUTHORIZED TO COMMIT AGENCY								
ADDITIONAL CONTACTS								

SGF INNV 2.0				AUTHORIZED TO SIGN?				
Contact	First Name	Last Name	Title	Budgets	Invoices	IF YES SELECTED, SIGN	Phone	Email Address
AGENCY EXECUTIVE DIRECTOR								
MCAH DIRECTOR								
PROJECT COORDINATOR								
FISCAL OFFICER								
FISCAL CONTACT								
CLERK OF THE BOARD or								
CHAIR BOARD OF SUPERVISORS								
OFFICIAL AUTHORIZED TO COMMIT AGENCY								
ADDITIONAL CONTACTS								

**California Home Visiting Program**  
**State General Fund (SGF) Evidence-Based Home Visiting (EBHV)**  
**Scope of Work**  
**July 1, 2025- June 30, 2026**

The purpose of this scope of work (SOW) is to provide guidance and outline requirements for implementing early childhood home visiting services in the California Department of Public Health/California Home Visiting Program (CDPH/CHVP) funded by California State General Funds (SGF). CHVP SGF-funded local health jurisdictions (LHJs) may implement Healthy Families America (HFA), Nurse-Family Partnership (NFP), Parents as Teachers (PAT), Family Connects International (FCI), and/or Home Instruction for Parents of Preschool Youngsters (HIPPY) evidence-based home visiting (EBHV) programs with fidelity to the model and in accordance with State requirements to achieve positive outcomes. The SOW includes the following goals:

1. Provide leadership and structure to implement CHVP in funded LHJs
2. Integrate the home visiting program into the local early childhood system
3. Collect, enter, and report on all required participant data
4. Provide extra support for staff and families served by Local MCAH home visiting programs through Special Support Activities

**Note:** LHJs may spend up to 20% of the SGF EBHV allocation on Special Support Activities, as outlined in Goal 4, below

**California Home Visiting Program**  
**State General Fund (SGF) Evidence-Based Home Visiting (EBHV)**  
**Scope of Work**  
**July 1, 2025- June 30, 2026**

**Goals, Objectives, Activities, and Deliverables for July 1, 2025 – June 30, 2026**

Goal 1: Provide leadership and structure to implement CHVP in the LHJ			
#	Objective	Activities	Deliverables
1.1	The LHJ Maternal, Child, and Adolescent Health (MCAH) Director or designee will provide effective leadership and oversight of CHVP <sup>1</sup>	<p>(a) Provide leadership and oversight on all matters related to the development, implementation, operation, administration, and reporting for local implementation of home visiting programs following CDPH/CHVP policies and procedures (P&amp;P) and EBHV model requirements</p> <p>(b) Attend quarterly CHVP Director calls</p> <p>(c) Participate in ongoing CAB Meetings, other local community groups, site visits, meetings, and conferences as directed by CDPH/CHVP</p>	<p><b>Submission of:</b></p> <ul style="list-style-type: none"> <li>Progress Reports</li> <li>CAB meeting materials</li> <li>Staffing Reports</li> </ul> <p><b>Participation in:</b></p> <ul style="list-style-type: none"> <li>Quarterly CHVP Director calls</li> <li>Virtual and/or in-person site visits <sup>2</sup></li> </ul>
1.2	The LHJ will implement home visiting services using culturally responsive practices to ensure that all interactions, interventions, and service deliveries effectively meet the diverse needs of the communities served	<p>(a) Review the MCAH Title V Needs Assessment to determine the community's equity needs</p> <p>(b) Participate in opportunities designed to enhance cultural sensitivity through webinars, trainings, and/or conferences</p>	<p><b>Submission of:</b></p> <ul style="list-style-type: none"> <li>Progress Reports</li> <li>Staffing Reports</li> <li>Staff training logs</li> <li>Collect and submit Priority Population Data (NFP only)</li> </ul>

**California Home Visiting Program**  
**State General Fund (SGF) Evidence-Based Home Visiting (EBHV)**  
**Scope of Work**  
July 1, 2025- June 30, 2026

Goal 1: Provide leadership and structure to implement CHVP in the LHJ			
#	Objective	Activities	Deliverables
		(c) Provide culturally responsive services that address the identified cultural needs of families (e.g., literacy levels, disabilities, military families, grandparents, tradition, etc.)  (d) Provide documents in the family's preferred language, when feasible  (e) Provide translation services when needed  (f) Documents should be written in no more than an eighth grade reading level and use plain language  (g) Recruit and hire staff that reflect the community served and/or speak the language of program participants, when possible	
1.3	The LHJ will hire, train, and retain staff to comply with selected home visiting model requirements and CDPH/CHVP P&Ps	(a) Participate in model required trainings related to screening tools, health assessments, reflective supervision, data collection tools, and software	<b>Submission of:</b> <ul style="list-style-type: none"> <li>• Progress Reports</li> <li>• Staffing Reports</li> <li>• Training plans</li> </ul>



**California Home Visiting Program**  
**State General Fund (SGF) Evidence-Based Home Visiting (EBHV)**  
**Scope of Work**  
July 1, 2025- June 30, 2026

Goal 1: Provide leadership and structure to implement CHVP in the LHJ			
#	Objective	Activities	Deliverables
		(b) Maintain full staffing capacity to serve families in the home visiting program and adhere to model requirements  (c) All staff will sign a confidentiality agreement at the time of hire and annually thereafter  (d) All staff directly serving families will complete mandated reporter training and comply with all mandated reporter requirements	<ul style="list-style-type: none"> <li>• Training logs</li> <li>• Confirmation of a signed county confidentiality agreement for each applicable staff member</li> </ul>
1.4	The LHJ will ensure the home visiting program reaches and maintains contracted caseload capacity (CC)	(a) Develop and sustain relationships with appropriate agencies to obtain home visiting participant referrals  (b) Develop a referral triage process for incoming home visiting participants to ensure families are connected to the program that best meets their needs	<b>Submission of:</b> <ul style="list-style-type: none"> <li>• Progress Reports</li> <li>• Outreach activity logs or plan</li> <li>• Referral triage plans outlining referral process (flow chart, narrative, etc.)</li> <li>• Confirmation of signed <i>CHVP Participant Consent Form</i> for each enrolled participant</li> </ul>

**California Home Visiting Program**  
**State General Fund (SGF) Evidence-Based Home Visiting (EBHV)**  
**Scope of Work**  
 July 1, 2025- June 30, 2026

Goal 1: Provide leadership and structure to implement CHVP in the LHJ			
#	Objective	Activities	Deliverables
		(c) Ensure newly enrolled participants provide informed consent and sign a <i>CHVP Participant Consent Form</i> at enrollment  (d) Develop and utilize a P&P on reaching out to disengaged families in accordance with CDPH/CHVP P&P 100-50	<ul style="list-style-type: none"> <li>Data on participant enrollment and accurate funding information entered into the data system in a timely manner</li> </ul>
1.5	The LHJ will provide oversight and leadership to ensure selected home visiting model fidelity and quality assurance	(a) Implement evidence-based home visiting model requirements in accordance with the selected model(s) fidelity standards  (b) Monitor subcontracted agencies to ensure model fidelity standards are met (if applicable)  (c) LHJs interested in implementing a model-approved enhancement must obtain written approval from CDPH/CHVP prior to implementation	<b>Submission of:</b> <ul style="list-style-type: none"> <li>Model developer agreement, accreditation, affiliation, and/or endorsement documentation</li> </ul>

**California Home Visiting Program**  
**State General Fund (SGF) Evidence-Based Home Visiting (EBHV)**  
**Scope of Work**  
July 1, 2025- June 30, 2026

Goal 1: Provide leadership and structure to implement CHVP in the LHJ			
#	Objective	Activities	Deliverables
1.6	The LHJ will develop and implement home visiting P&Ps and follow all applicable MCAH and CDPH/CHVP P&Ps	<p>(a) Develop and conduct an annual review of local P&amp;Ps related to home visiting and update as needed</p> <p>(b) Conduct an annual review of, and ensure compliance with, CDPH/CHVP P&amp;Ps</p> <p>(c) Conduct an annual review of, and ensure compliance with, the <i>Local MCAH Programs Policies and Procedure</i>.</p> <p>(d) Conduct an annual review of, and ensure compliance with, the <i>MCAH Fiscal Administration P&amp;P Manual</i></p>	<p><b>Submission of:</b></p> <ul style="list-style-type: none"> <li>Progress Reports</li> <li>Updated LHJ P&amp;Ps related to home visiting</li> <li>Annual confirmation of review of local and CDPH/CHVP P&amp;Ps, <i>Local MCAH Program Policies and Procedures</i>, and the <i>MCAH Fiscal Administration Policy &amp; Procedure Manual</i></li> </ul>
1.7	The LHJ will participate in TA meetings and conduct Continuous Quality Improvement (CQI) projects and activities to support program implementation and improvement goals	<p>(a) Participate in voluntary CQI projects and activities in collaboration with CDPH/CHVP</p> <p>(b) Attend all meetings and site visits, included but not limited to:</p> <ul style="list-style-type: none"> <li>Individual TA meetings</li> <li>Model TA meeting</li> </ul>	<p><b>Submission of:</b></p> <ul style="list-style-type: none"> <li>Progress Reports</li> <li>CQI information as requested</li> </ul> <p><b>Participation in:</b></p> <ul style="list-style-type: none"> <li>Individual and group TA meetings</li> <li>CQI meetings as applicable</li> </ul>

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Goal 1: Provide leadership and structure to implement CHVP in the LHJ			
#	Objective	Activities	Deliverables
		<ul style="list-style-type: none"> <li>All LHJ TA meeting</li> <li>Ad hoc TA meetings</li> <li>In-person or virtual site visit as scheduled by CDPH/CHVP</li> </ul> <p>(c) Use data to inform and improve program activities</p>	

<sup>1</sup> The MCAH Director or their designee is required to devote a minimum of 0.05 full-time equivalent (FTE) and a maximum of 0.15 FTE to CHVP oversight, fostering partnerships and collaboration within the LHJ, and directing the local CHVP community advisory board (CAB). The percentage FTE dedicated to CHVP budgets should be deducted from the local MCAH budget to ensure the LHJ does not exceed the MCAH Director FTE requirements as outlined in the *Local MCAH Programs Policies and Procedures*. If an MCAH Director cannot meet the requirements of the CHVP SOWs, they can identify a designee, as outlined in the *Local MCAH Programs Policy and Procedures*. In this situation, the designee, who may be identified as an MCAH Coordinator or other position, can act as the responsible party for CHVP, and should be designated as such in the CHVP budget justification.

<sup>2</sup> If a LHJ establishes a subcontractor to deliver home visiting services, a LHJ representative (ideally the MCAH Director) must be present during all scheduled group and individual technical assistance (TA) meetings, virtual or in-person visits, and be involved in all programmatic, data, contract, and fiscal communications with CDPH/CHVP. This requirement ensures that the LHJ maintains oversight and

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direct involvement in all aspects of the contracted services, guaranteeing alignment with CDPH/CHVP standards and expectations. Additionally, no more than 10% of the allocation should be spent on administrative oversight of a subcontractor.

Goal 2: Integrate the home visiting program into the local early childhood system			
#	Objective	Activities	Deliverables
2.1	The LHJ will collaborate with local early childhood system partners to ensure a continuum of services for families	<p>(a) Maintain a CAB that includes local early childhood system partners and meets at least quarterly to establish appropriate linkages to referral and service systems to benefit participating families</p> <p>(b) Meet and work with other local early childhood system and community partners to coordinate services to participating families</p> <p>(c) Develop and implement a transition plan for families according to model guidance and in accordance with CDPH/CHVP P&amp;P 200-40</p>	<p><b>Submission of:</b></p> <ul style="list-style-type: none"> <li>Progress Report including CAB meeting materials and Memoranda of Understanding (MOUs) and/or other written agreements</li> </ul>

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2.2	The LHJ will pursue, develop, and maintain relationships with local service agencies and referral resources to facilitate participant recruitment	(a) Develop and maintain MOUs and/or other written agreements (e.g., letters of support) with community agencies and service providers	<b>Submission of:</b> <ul style="list-style-type: none"> <li>Progress Report including CAB meeting materials, MOUs, and/or other written agreements</li> <li>Outreach materials</li> <li>Outreach activity logs or plan</li> </ul>
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Goal 3: Collect, enter, and report on all required participant data			
#	Objective	Activities	Deliverables
3.1	The LHJ will maintain clean and compliant data	(a) Accurately collect and submit participant data using selected home visiting model and CDPH/CHVP-required documents, as applicable  (b) Ensure all data handling complies with CDPH/CHVP's security policies, including necessary encryption, access controls, and regular data system user account audits	<ul style="list-style-type: none"> <li>Submission of timely and accurate data on participant demographics, service utilization, and performance measures according to, and with fidelity to, the selected home visiting model guidelines and CDPH/CHVP requirements</li> </ul>

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Goal 3: Collect, enter, and report on all required participant data			
#	Objective	Activities	Deliverables
		<p>(c) Ensure accuracy and completeness of data input into designated data systems using data quality reports and monitoring</p> <p>(d) NFP LHJs will coordinate data system requirements with the NFP National Service Office</p> <p>(e) HFA LHJs will coordinate with the CDPH/CHVP data team to establish buildout/modification in Efforts to Outcomes (ETO) data system and will comply with all <i>CHVP HFA Data Collection Manual</i> requirements</p> <p>(f) PAT LHJs will coordinate data system requirements with the PAT National Office for use of the Visit Tracker Web data system</p> <p>(g) Collect and enter participant data into designated data systems within seven working days, or as required by the selected home visiting model</p>	<ul style="list-style-type: none"> <li>Participation in regular TA meetings and site visits with CDPH/CHVP staff</li> </ul>

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Goal 3: Collect, enter, and report on all required participant data			
#	Objective	Activities	Deliverables
		<p>(h) Correct data entry errors and strive to reduce missing data as directed by the CDPH/CHVP data team as needed</p> <p>(i) HIPPY and FCI LHJs will provide and/or coordinate with data collection system owners to provide monthly enrollment and other requested reports to CDPH/CHVP as needed</p>	



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**Goal 4 (if applicable): Provide extra support for staff and families served by Local MCAH home visiting programs through Special Support Activities**

#	Objective	Activity	Deliverable
4.1	The LHJ will use Special Support funds for allowable activities as reflected in their budget	<p>LHJs can spend up to 20% of their SGF EBHV allocation on approved Special Support Activities per the <i>CHVP Special Support Activity Reference Guide</i></p> <p>Special Support Activity categories include:</p> <ul style="list-style-type: none"> <li>(a) Additional Staff Costs</li> <li>(b) Training</li> <li>(c) Technology</li> <li>(d) Family Support Materials</li> </ul>	<p><b>Submission of:</b></p> <p><i>Special Support Activity Report per the CHVP Special Support Activity Reporting Guide</i></p>
4.2	LHJ leadership will maintain clean and compliant Special Support Activity data, per CDPH/CHVP guidelines	(a) Collect, maintain, and report use of SGF EBHV funds for Special Support as outlined in <i>CHVP Special Support Activity Reference Guide</i> and the <i>CHVP Special Support Activity Reporting Guide</i>	<p><b>Submission of:</b></p> <ul style="list-style-type: none"> <li>• <i>Special Support Activity Report</i></li> <li>• Additional documentation upon request</li> </ul>

**California Home Visiting Program**  
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July 1, 2025- June 30, 2026

Monitoring Mechanism	Due Date
<b>All reports and documentation must be submitted via SharePoint, unless otherwise directed by CHVP</b>	
Staffing Reports	<ul style="list-style-type: none"> <li>• July 15, 2025 (for SFY 2024-2025)</li> <li>• October 15, 2025</li> <li>• January 15, 2026</li> <li>• April 15, 2026</li> </ul>
Progress Report, deliverables, and updates: <ul style="list-style-type: none"> <li>• CAB Roster, Minutes, and Agendas</li> <li>• MOUs or other written agreements with community agencies and service providers</li> <li>• Outreach materials</li> <li>• Outreach activity logs or plan</li> <li>• Training plans and logs</li> <li>• Policies and Procedures</li> <li>• Referral Triage Plan</li> <li>• Confirmation of signed CDPH/CHVP Participant Consent Forms</li> <li>• Confirmation of signed confidentiality agreements for all direct staff</li> <li>• Model Developer agreement, accreditation, endorsement, and/or affiliation documentation</li> </ul>	<ul style="list-style-type: none"> <li>• July 15, 2025 (for SFY 2024-25)</li> <li>• January 15, 2026</li> </ul>
Special Support Activity Report (if applicable)	<ul style="list-style-type: none"> <li>• July 15, 2025 (for SFY 2024-25)</li> </ul>

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**Scope of Work**  
July 1, 2025- June 30, 2026

Monitoring Mechanism	Due Date
<b>All reports and documentation must be submitted via SharePoint, unless otherwise directed by CHVP</b>	
Priority Population Survey (NFP only)	<ul style="list-style-type: none"><li>July 15, 2025 (for SFY 2024-25)</li><li>January 15, 2026 (SFY 2025-26 to date)</li></ul>
CQI monitoring reports, data, and information	Upon Request
Individual TA meetings	Semi-annually (TBD)
Model TA meetings	Annually (TBD)
All LHJ TA meeting	Annually (TBD)
Site Visit	TBD

**NOTE:** If compliance standards are not met in a timely manner, CDPH/CHVP may require the local agency to participate in an Extra Support Plan (ESP) process, and/or may temporarily withhold cash payment pending correction of the deficiency; disallowing all or part of the cost of the activity or action out of compliance; wholly or partly suspending or terminating the award; or withholding further awards.

Laura Kennedy

MCAH Director Name



MCAH Director Signature

06/12/2025

Date



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 24, 2025

Reference ID:  
2025-431

### America's Job Center of California Memorandum of Understanding Health & Human Services ACTION REQUIRED

#### ITEM SUBMITTED BY

Morningstar Willis-Wagoner, Deputy Director, Public Anna Scott, Health & Human Services Director Assistance and Aging

#### ITEM PRESENTED BY

#### RECOMMENDED ACTION:

Approve the Joint Powers Agreement (JPA) between the counties of Kern, Inyo, and Mono (KIM) to specify their responsibilities under the Workforce Investment Opportunity Act to be operated in the Workforce Development Area, and authorize the HHS Director to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County entered into a Joint Powers Agreement (JPA) with the County of Kern and the County of Mono to fulfill the requirements of providing services funded through the Workforce Investment Act (WIA) on February 13, 2001. In 2014, the Congress of the United States enacted the Workforce Innovation and Opportunity Act (WIOA) (Public Law 105-220), making changes to the Workforce Investment Act of 1998. The WIOA provides for the delivery of WIOA-funded services through Local Workforce Development Areas. The Governor of the State of California has designated the Counties of Kern, Inyo and Mono (KIM) as a single Workforce Development Area.

With the transition from WIA to WIOA, KIM has been operating under the original JPA, establishing updated Memorandum of Understandings periodically to reflect the shift to WIOA. The JPA before your Board has been updated to ensure the appropriate requirements and administrative framework is in place for the Counties of Kern, Inyo and Mono to continue operating WIOA-funded programs and administer other WIOA requirements. It is the parties' intent to both maximize local control and decision-making over their individual programs and to work together regionally, when appropriate.

The initial JPA adopted in 2001, remains in effect until this JPA is approved and adopted by all three counties.

#### FISCAL IMPACT:

There is no fiscal impact associated with this agreement.

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

Your Board could refuse approval of the Joint Powers Agreement (JPA)/ This is not recommended, as it would leave Inyo County without access to Workforce Investment Opportunity Act funding and services provided through the JPA.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

County of Kern, County of Mono

**STRATEGIC PLAN ALIGNMENT:**

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

**Economic Enhancement** | Local Businesses, Organizations, and Workforce

**APPROVALS:**

Melissa Witting	Created/Initiated - 5/23/2025
Darcy Israel	Approved - 5/23/2025
Morningstar Willis-Wagoner	Approved - 5/23/2025
Anna Scott	Approved - 5/30/2025
Melissa Best-Baker	Approved - 6/1/2025
John Vallejo	Approved - 6/10/2025
Amy Shepherd	Approved - 6/12/2025
Anna Scott	Approved - 6/12/2025
Nate Greenberg	Final Approval - 6/13/2025

**ATTACHMENTS:**

1. Workforce Innovation and Opportunity Act Memorandum of Understanding

***Workforce Innovation and Opportunity Act***  
**Kern, Inyo and Mono Counties Workforce Development Board**  
**AJCC Memorandum of Understanding**

This Agreement, entered into this \_\_\_\_ day of June, 2025, by and between the managers and directors of the Workforce Development One-Stop Partners (One-Stop Partners) serving the Kern, Inyo, and Mono Counties Workforce Development Area (the “KIM WDA”), as overseen by the Kern, Inyo, and Mono Counties Workforce Development Board (the “KIM WDB”).

WHEREAS, the Workforce Investment Act of 1998 (the “WIA”) created a workforce development system, replacing the Private Industry Council; and

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128, 29 U.S.C. 3101, et seq., as amended (hereinafter referred to as “WIOA” or the “Act”) amended the WIA to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes; and

WHEREAS, the parties to this Agreement recognize the many benefits to its customers in the collaboration and integration of the seamless service and have participated in the past in the development and operation of the one-stop career center system doing business as America’s Job Center of California (“AJCC”); and

WHEREAS, WIOA and its implementing regulations require that a Memorandum of Understanding (the “MOU”) be developed and executed between the AJCC partners (more fully defined below) and KIM WDB, with the agreement of the Chief Local Elected Official to establish an agreement concerning the operations of the AJCC delivery system and resource sharing and joint infrastructure cost funding for the one-stop delivery system in the KIM WDA; and

WHEREAS, the Chief Local Elected Official in the KIM WDA has delegated to the KIM WDB the ability to execute this MOU pursuant to that certain Joint Powers Agreement dated August 18, 2020; and

WHEREAS, certain provisions in this MOU are based on guidance issued to the Local Workforce Area (“LWA”) by the State of California, whose instructions are based on guidance from the federal agencies; and

WHEREAS, the administrators of the participating partners have been granted general authority from their governing boards to continue to work with other agencies in the community and to define their roles in the delivery of services; and

WHEREAS, on June 30, 2016, the AJCC Partners and the KIM WDB, with the agreement of the Chief Local Elected Official (“CLEO”) entered into an MOU (Kern County Agreement # 719-2016) (hereinafter, referred to as “MOU Phase I”), which established a cooperative working

relationship between the AJCC partners and defined their respective roles and responsibilities for the operation of the local AJCC One-Stop System of service delivery in the KIM WDA as required by the WIOA; and

WHEREAS, on October 24, 2017, the KIM WDB, with the agreement of the CLEO and certain AJCC Partners, including and limited to, Employers' Training Resource ("ETR"), California Employment Development Department, California Department of Rehabilitation and Kern County Department of Human Services (collectively, "colocated AJCC Partners") entered into an MOU Phase II (Kern County Agreement # 652-2017)(hereinafter, referred to as "MOU Phase II"), consistent with WIOA and implementing regulations, which established a functional tool for how the KIM WDB and Core One-Stop Partners will share and allocate the infrastructure costs among Core One-Stop Partners for the Comprehensive AJCC One-Stop Centers in the KIM WDA through resource sharing and Infrastructure Funding Agreements; and

WHEREAS, on June 19, 2018, the KIM WDB, with the agreement of the CLEO and ETR, entered into an MOU Phase II – Affiliate and Specialized AJCC One-Stop Centers (Kern County Agreement # 407-2018)(hereinafter, referred to as "MOU Phase II - Affiliate and Specialized AJCCs"), consistent with WIOA and implementing regulations, concerning the resource sharing and Infrastructure Funding Agreements for the Affiliate and Specialized AJCC One-Stop Centers in the KIM WDA; and

WHEREAS, on June 16, 2019, the KIM WDB, with the agreement of the CLEO and ETR, entered into a WIOA KIM WDB MOU (Kern County Agreement #446-2019)(hereafter, referred to as "KIM WDB MOU), consistent with WIOA and implementing regulations, concerning the resource sharing and Infrastructure Funding Agreements for the Comprehensive, Affiliate and Specialized AJCC One-Stop Centers in the KIM WDA; and

WHEREAS, on June 21, 2022, the KIM WDB, with the agreement of the CLEO and ETR, entered into a WIOA KIM WDB MOU (Kern County Agreement #356-2022)(hereafter, referred to as "KIM WDB MOU II), consistent with WIOA and implementing regulations, concerning the resource sharing and Infrastructure Funding Agreements for the Comprehensive, Affiliate and Specialized AJCC One-Stop Centers in the KIM WDA; and

WHEREAS, this MOU supersedes and replaces MOU Phase I, MOU Phase II, MOU Phase II - Affiliate and Specialized AJCCs, and KIM WDB MOU and KIM WDB MOU II entered into by and between the above-named parties; and

WHEREAS, it is understood that full implementation of this MOU may require further approvals from governing boards and legal counsel, and is subject to change upon the consent of the KIM WDB.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN ALL PARTIES AS FOLLOWS:

Definitions

- A. Affiliate AJCC: An AJCC location where job seekers and employers can access the programs, services, and activities of one or more AJCC partners. An Affiliate AJCC is not required to provide access to all partner programs pursuant to WIOA Joint Final Rule Section 678.310.
- B. AJCC Network which include and are limited to, any and all Comprehensive AJCC One-Stop Centers, Affiliated AJCC Centers, and/or Specialized AJCC Centers.
- C. AJCC Partners: Includes mandated partners as outlined in WIOA.
- D. America's Job Center of California (AJCC): AJCC is the common identifier used within California to designate One-Stop centers and the One-Stop System.
- E. Chief Local Elected Official: Identified in WIOA Section 3, Definitions (9) as the chief local elected officer of a unit of general local government in a local area or the individual(s) designed under the local agreement pursuant to Section 107(c)(1)(B).
- F. Career Services: The services which shall be available, at a minimum, to individuals who are adults or dislocated workers through the KIM delivery system by the AJCC required Partners as authorized under their programs. The services consist of three categories: basic career services, individual career services, and follow-up services. The career services that must be provided as part of the KIM delivery system are listed in WIOA Section 134(c)(2).
- G. Cash Contributions: Cash funds used to cover a Partner's proportionate share of the AJCC. The funds can be paid either directly from the Partner or through an interagency transfer on behalf of the Partner pursuant to WIOA Joint Final Rule Section 678.720.
- H. Colocated Partners: AJCC Partners who have a physical presence within the Comprehensive AJCC One-Stop Centers, either full-time, part-time, intermittent, or virtually.
- I. Comprehensive AJCC One-Stop Center: Identifies the one (1) comprehensive AJCC One-Stop Center in the KIM WDA where job seekers and employers can access the programs, services, and activities of all required AJCC partners with at least one Title I staff person physically present pursuant to WIOA Joint Final Rule Section 678.720.
- J. Cost Allocation: Pursuant to 66 Federal Register 29639, cost allocation is the measurement of actual costs in relation to the benefit received in order to determine each partner's fair share of the KIM AJCC operating costs.
- K. Fair Share: The portion of KIM AJCC operating costs allocated to each partner in proportion to the benefits the partner receives from participation in the AJCC Network.
- L. Infrastructure Costs: Infrastructure costs of any one-stop center are non-personnel costs necessary for the general operation of the one-stop center, including, (i) rental of the facilities; (ii) utilities and maintenance; (iii) equipment (including assessment-related



products and assistive technology for individuals with disabilities); (iv) technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities, and virtual access when face-to-face interaction may endanger the health and safety of system users and staff; and (v) common identifier costs including creating new signage, updating templates and materials, and updating electronic resources.

- M. In-Kind Contributions: Pursuant to 66 Federal Register 29639-29640, in-kind contributions by a non-AJCC Partner to support the AJCC in general, not a specific partner; or contributions by a non-AJCC Partner to an AJCC Partner to support its proportionate share of the infrastructure costs. Any unrestricted contributions that support the AJCC in general would lower the total amount of infrastructure costs prior to proportionate division. Any restricted contributions can be used by the intended partner(s) to lower their share of the infrastructure costs in accordance with WIOA Joint Final Rule Section 678.720. In-kind contributions may include funding from philanthropic organizations or other private entities or through other alternative financing options to provide a stable and equitable funding stream for the on-going AJCC delivery system operations pursuant to WIOA 121(c)(2)(A)(i).
- N. Memorandum of Understanding Agreement Period: The MOU must not be for a period that exceeds three (3) years. Additionally, pursuant to WIOA 121(c)(2)(v), the duration of the MOU and the procedures for amending the MOU during the duration of the MOU, and assurances that such memorandum shall be reviewed not less than once every three (3) years to ensure appropriate funding.
- O. Non-Cash Contributions: Expenditures made by one partner on behalf of the AJCC or contributions of goods or services contributed by a partner for the center's use. Contributions must be valued consistent with the Uniform Guidance pursuant to WIOA Joint Final Rule Section 678.720.
- P. Non-Colocated Partners: AJCC Partners who do not have a physical presence within the Comprehensive AJCC One-Stop Centers.
- Q. One-Stop Delivery System: Is a collaborative effort among public service agencies, non-profit organizations, and private entities that administer workforce development, educational, and other human resource programs to make the variety of services available under those programs more accessible to eligible job seekers and employers.
- R. Other System Costs: Other system costs which are agreed upon the KIM WDB and all of the AJCC Partners that include services commonly provided by AJCC Partners to any individual, including, but not limited to, initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet needs, referral to other AJCC Partners, and business services, but must include applicable career services.
- S. Proportionate Share: The share of each partners program's infrastructure costs based upon its proportionate use of the AJCC, if the benefit is received from that use (WIOA Joint Final

Rule Preamble page 55907).

- T. **Physical Presence:** Physical presence refers to the place where an entity is physically located in order to provide service delivery, which includes providing such services virtually as authorized by 34 CFR 361.305, subsection (d)(3). However, if an AJCC Partner is delivering services virtually, said AJCC Partner shall enter into an Infrastructure Funding Agreement for its fair share of the infrastructure costs related to such virtual service delivery at the comprehensive, affiliate and/or specialized AJCC One-Stop Center, including, but not limited to, (i) video conferencing equipment; (ii) information technology related expenses, and (iii) data connection fees.
- U. **Required Partner:** An entity that carries out one or more of the programs or activities identified under WIOA Section 121 (b)(1) and is required under said section to participate in the KIM One-Stop Delivery System and to make the career services under its program or activity available through the KIM system.
- V. **Resource Sharing:** Pursuant to 66 Federal Register 29639, Resource Sharing is the cash and/or resources each partner will contribute to fund its fair share of the costs for the operation of the KIM system. This can include In-Kind Contributions from third parties to partner programs as defined above. The KIM WDB, CLEO and KIM Partners may fund the costs of infrastructure of KIM One-Stop Delivery System through methods agreed upon by the KIM WDB, CLEO and KIM Partners through Resource Sharing.
- W. **Specialized AJCC:** is a location associated with either a Comprehensive or Affiliate AJCC that addresses specific needs of dislocated workers, youth, or key industry sectors, or clusters pursuant to WIOA Joint Final Rule Section 678.720.
- X. **Third-Party In-Kind Contribution:** Contributions by a non-Partner to support the AJCC in general, not a specific partner; or contributions by a non-AJCC partner to an AJCC partner to support its proportionate share of the infrastructure costs.
- Y. **Training Services:** Services to adults and dislocated workers as described in WIOA Section 134(c)(3). Pursuant to WIOA Section 134(c)(3)(D), these services may include occupational skills training, including training for nontraditional employment, on-the-job training, incumbent worker training, programs that combine workplace training with related instructions, which may include cooperative education programs, private-sector training programs, skill upgrading and restraining, apprenticeships, transitional jobs, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- Z. **WIOA:** The Workforce Innovation and Opportunity Act amends the Workforce Investment Act of 1998 to strengthen the workforce development system in the United States through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes.

## **Article I.     Purpose of the MOU**

The AJCC is the local One-Stop Center within the KIM WDA which serves as the recruitment center and training access for local employers and job seekers. The AJCC is the cornerstone of Kern, Inyo and Mono counties workforce development system, and its partners are jointly responsible for the workforce and economic development, education, and other resource service programs.

WIOA emphasizes customer choice, job-driven training, provider performance, and continuous improvement. The quality and selection of providers and programs of training services is vital to achieving these core principles.

The parties to this agreement recognize the many benefits to our customers in the collaboration and integration of seamless service and have participated in the development and operation of a one-stop system doing business as the AJCC.

The administrators of the participating AJCC Partners have been granted general authority from their governing boards to work with other agencies in the community and to define their roles in the delivery of services as reflected herein.

It is understood that full implementation of the proposed system may require further approvals from governing boards and/or legal counsel for contracts, leases and/or sub-grant agreements.

## **Article II.     Local Vision Statement and Mission Statement**

Vision Statement: "We will achieve recognition as the leading One-Stop system of professional employment services in California."

Mission Statement: "To provide quality, integrated, seamless, accessible and professional employment services for employers and job seekers."

The partners are committed to a locally-driven system which develops partnerships, and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

- i. Foster demand-driven skills attainment;
- ii. Enable upward mobility for all Californians; and
- iii. Align, coordinate, and integrate programs and services.

These objectives will be accomplished by ensuring access to high-quality AJCC that provide the full range of services available in the community for all customers seeking the following:

- A. Looking to find a job;
- B. Building basic educational or occupational skills;

- C. Earning a postsecondary certificate or degree;
- D. Obtaining guidance on how to make career choices; and
- E. Seeking to identify and hire skilled workers.

**Article III. Parties to the MOU**

A. The following entities are required parties to this MOU:

1. CLEO/s: Kern County Board of Supervisors  
1115 Truxtun Avenue, Suite 504  
Bakersfield, California 93301  
Tel: (661) 868-3680

2. Local Board: KIM WDB  
1600 E. Belle Terrace  
Bakersfield, California 93307  
Tel: (661) 336-6893

B. AJCC Partners, including colocated and non-colocated AJCC Partners:

The following is a list of colocated and non-colocated AJCC Partners in the KIM WDA. The colocated AJCC Partners are presently participating in the Infrastructure Funding Agreements ("IFAs") and Other System Costs Agreements ("OSCs") for the Comprehensive AJCC One-Stop Center. In addition, the non-colocated AJCC Partners are not currently participating in the IFAs and OSCs, but once data becomes available to determine the AJCC benefit to them, the IFAs and OSCs will be renegotiated to include their proportionate share of contributions.

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Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Physically Colocated at SE-AJCC, Delano-AJCC and Ridgecrest-AJCC				
WIOA title I(B) Adult, Dislocated Worker, and Youth Programs	Employers' Training Resource (ETR)	WIOA title I (B) Adult, Dislocated Worker, and Youth Programs	Brandon J. Evans, Chief Workforce Development Officer	Kern County Employers' Training Resource 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 336-6972 Email: <a href="mailto:brandone@kerncounty.com">brandone@kerncounty.com</a>
Migrant Seasonal Farm Worker	N/A	National Farmworker Jobs Program, (NFJP) 2, WIOA Sec. 167	N/A	N/A
Wagner-Peyser Employment Services (ES)	Employment Development Department (EDD)	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by title III of WIOA, also providing the state's public labor exchange	Christina Garza, Deputy Division Chief, Central Valley Region, EDD Southern Valley Region, Workforce Services Branch	Employment Development Department 1600 E. Belle Terrace Bakersfield, CA 93307 (916) 639-4578 Email: <a href="mailto:christina.garza@edd.ca.gov">christina.garza@edd.ca.gov</a>
Trade Adjustment Assistance (TAA)	Employment Development Department (EDD)	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Christina Garza, Deputy Division Chief, Central Valley Region, EDD Southern Valley Region, Workforce Services Branch	Employment Development Department 1600 E. Belle Terrace Bakersfield, CA 93307 (916) 639-4578 Email: <a href="mailto:christina.garza@edd.ca.gov">christina.garza@edd.ca.gov</a>

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Physically Colocated at SE-AJCC, Delano-AJCC and Ridgecrest-AJCC				
Jobs for Veterans State Grants (JVSG)	Employment Development Department (EDD)	Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C	Christina Garza, Deputy Division Chief, Central Valley Region, EDD Southern Valley Region, Workforce Services Branch	Employment Development Department 1600 E. Belle Terrace Bakersfield, CA 93307 (916) 639-4578 Email: <a href="mailto:christina.garza@edd.ca.gov">christina.garza@edd.ca.gov</a>
Temporary Assistance for Needy Families (TANF)	Department of Human Services (DHS)	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.)	Lito Morillo, Director	Kern County Department of Human Services 100 E. California Avenue Bakersfield, CA 93307 Telephone: (661) 631-6550 Email: <a href="mailto:morillol@kerndhs.com">morillol@kerndhs.com</a>
Department of Rehabilitation	California Department of Rehabilitation (DOR)	State Vocational Rehabilitation (VR) program, authorized under Title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by title IV of WIOA	Shayn Anderson, MS Regional Director, San Joaquin Valley District	California Department of Rehabilitation 2550 Mariposa Mall, Room 2000 Fresno, California 93721 Telephone: (559) 448-7300 Email: <a href="mailto:shayn.anderson@dor.ca.gov">shayn.anderson@dor.ca.gov</a>
Not Physically Colocated at AJCC				
Job Corps	Job Corps	Job Corps, WIOA Title I, Subtitle C	Suzanne Schaeffer, Director	Inland Empire Job Corps Center 3173 Kerry Street San Bernardino, CA 92407 Mailing: PO Box 9550 San Bernardino, CA 92427 Telephone: (909) 887-7126 Email: <a href="mailto:schaeffer.suzanne@jobcorps.org">schaeffer.suzanne@jobcorps.org</a>

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Not Physically Colocated at AJCC				
YouthBuild	YouthBuild	YouthBuild WIOA Sec. 171 (29 USC 3226)	N/A	N/A
Community College	Bakersfield College (BC)	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Melissa Thornsberry, Chief Financial Officer, Kern Community College District, on behalf of Bakersfield College	Bakersfield College 1801 Panorama Drive Bakersfield, CA 93306 Telephone: (661) 395-4011 Telephone: (661) 336-5142 Email: <a href="mailto:melissa.thornsberry@kccd.edu">melissa.thornsberry@kccd.edu</a>
Community College	Cerro Coso Community College (CCCC)	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Melissa Thornsberry, Chief Financial Officer, Kern Community College District, on behalf of Cerro Coso Community College	Cerro Coso Community College 3000 College Heights Boulevard Ridgecrest, CA 93555 Telephone: (760) 384-6100 Telephone: (661) 336-5142 Email: <a href="mailto:melissa.thornsberry@kccd.edu">melissa.thornsberry@kccd.edu</a>

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Not Physically Colocated at AJCC				
Community College	Kern Community College District	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Melissa Thornsberry, Chief Financial Officer, Kern Community College District	Kern Community College District 2100 Chester Avenue Bakersfield, CA 93301 Telephone: (661) 336-5142 Email: <a href="mailto:melissa.thornsberry@kccd.edu">melissa.thornsberry@kccd.edu</a>
Community College	Taft College (TC)	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Leslie Minor, Ph.D., Interim Superintendent/President	Taft College 29 Cougar Court Taft, CA 93268 Telephone: (661) 763-7710 <a href="mailto:lminor@taftcollege.edu">lminor@taftcollege.edu</a>
Second Chance Act	Latino Coalition for Community Leadership (LCCL)	Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169	Richard Paul Morales, President/CEO	Latino Coalition for Community Leadership 1201 24th St. Ste. B110 Bakersfield, CA 93301 Telephone: (720) 530-8942 <a href="mailto:rpmorales@latinocoalition.org">rpmorales@latinocoalition.org</a>



Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Not Physically Colocated at AJCC				
Unemployment Insurance (UI)	Employment Development Department (EDD)	Unemployment Insurance (UI) programs under state unemployment compensation laws	Carlos Beltran, Employment Development Administrator	Employment Development Department – Unemployment Insurance EDD UI Center San Diego #049 1350 Front Street, Room 1047 San Diego, CA 92101 Telephone: (619) 525-4619 Email: <a href="mailto:carlos.beltran@edd.ca.gov">carlos.beltran@edd.ca.gov</a>
Community Services Block Grant Act (CSBG)	Community Action Partnership of Kern (CAPK)	Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.)	Jeremy Tobias, Executive Director	Community Action Partnership of Kern 5005 Business Park North Bakersfield, CA 93309 Telephone: (661) 336-5236 Email: <a href="mailto:jtobias@capk.org">jtobias@capk.org</a>
Experience Works	SER – Jobs for Progress, Inc. (SER Jobs)	Senior Community Service Employment Program (SCSEP), authorized by title V of Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)	Jesus Padron, President/CEO	SER – Jobs for Progress, Inc. 255 N. Fulton Avenue, Suite 106 Fresno, CA 93701 Telephone: (559) 452-0881 Email: <a href="mailto:jesuspadron@sercalifornia.org">jesuspadron@sercalifornia.org</a>
Housing & Urban Development	Housing Authority of Kern County (HACK)	Employment and training activities carried out by the Department of Housing and Urban Development (HUD)	Stephen Pelz, Executive Director	Housing Authority of Kern County 601 24 <sup>th</sup> Street Bakersfield, CA 93301 Telephone: (661) 631-8500, Ext. 2005 Fax: (661) 631-9500 Email: <a href="mailto:spelz@kernha.org">spelz@kernha.org</a>

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Not Physically Colocated at AJCC				
California Indian Manpower Consortium, Inc.	California Indian Manpower Consortium, Inc. (CIMC)	Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221	Lorenda T. Sanchez, Executive Director	California Indian Manpower Consortium, Inc. 738 North Market Boulevard Sacramento, CA 95834 Telephone: (916) 920-0285 Email: <a href="mailto:lorendas@cimcinc.com">lorendas@cimcinc.com</a>
Adult Education	Delano Joint Union High School District (DJTUHSD)	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Jason Garcia, Superintendent	Delano Joint Union High School District 1720 Norwalk Street Delano, CA 93215 Telephone: (661) 720-4101 Email: <a href="mailto:jgarcia@djuhsd.org">jgarcia@djuhsd.org</a>
Adult Education	McFarland Unified School District	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Aaron S. Resendez, Superintendent	McFarland Unified School District 601 Second Street McFarland, CA 93250 Telephone: (661) 792-3081 Email: <a href="mailto:saresendez@mcfarland.k12.ca.us">saresendez@mcfarland.k12.ca.us</a>
Adult Education	Wasco Union High School District	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Kevin Tallon, District Superintendent	Wasco Union High School District 2100 7 <sup>th</sup> Street Wasco, CA 93280 Telephone: (661) 758-8447 Email: <a href="mailto:ketallon@wascohdsd.org">ketallon@wascohdsd.org</a>
Adult Education	Tehachapi Unified School District	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Francis Lynch, Interim Superintendent	Tehachapi Unified School District 300 South Robinson Street Tehachapi, CA 93561 Telephone: (661) 822-2100 Email: <a href="mailto:flynch@tehachapiusd.com">flynch@tehachapiusd.com</a>

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Not Physically Colocated at AJCC				
Adult Education	Farmworkers Institute for Education & Leadership Development (FIELD)	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Ines DeLuna, President/ CEO	Farmworkers Institute for Education & Leadership Development 2240 S. Union Avenue Bakersfield, CA 93307 Telephone: (877) 877-1112 Email: <a href="mailto:ideluna@fieldinstitute.org">ideluna@fieldinstitute.org</a>
Adult Education	Kern High School District (KHSD)	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Scott Odlin, Assistant Superintendent	Kern High School District 5801 Sundale Avenue Bakersfield, CA 93309 Telephone: (661) 827-3149 <a href="mailto:scott_odlin@kernhigh.org">scott_odlin@kernhigh.org</a>
WIOA title I(B) Adult and Dislocated Worker Programs	Inyo County Health and Human Services (Inyo)	WIOA Title I (B) Adult and Dislocated Worker Programs	Anna Scott, HHS Director	Inyo County Department of Health and Human Services 1360 N. Main Street Bishop, CA 93514 Telephone: (760) 873-3305 Email: <a href="mailto:ascott@inyocounty.us">ascott@inyocounty.us</a>
WIOA title I(B) Adult, Dislocated Worker, and Youth Programs	Mono County Health and Human Services (Mono)	WIOA Title I (B) Adult, Dislocated Worker, and Youth Programs	Kathryn Peterson, Director	Mono County Health and Human Services 1290 Tavern Road, Suite 229 Mammoth Lakes, CA 93546 Telephone: (760) 924-1763 Email: <a href="mailto:kpeterson@mono.ca.gov">kpeterson@mono.ca.gov</a>

The following Basic and Individual Career Services will also be offered by the AJCC Partners within the KIM WDA.

BASIC CAREER SERVICES		Title I Program Eligibility				Non-Title I Eligib	Out-reach	Orientation	Initial Assessment
Agency	Title	Adult	DW	Youth	Oth				
Inyo	Title I(B) Ad/DW/Y	X							
Mono	Title I(B) Ad/DW/Y	X	X				X		X
ETR	Title I(B) Adult	X					X	X	X
ETR	Title I(B) DW		X				X	X	X
ETR	Title I(B) Youth			X			X	X	X
None	Title I(D)167 MSFW								
Job Corps	Title I(C) Job Corps	X		X		X	X	X	X
None	Title I(D)171 YouthBuild								
CIMC	Title I(D)166 Native American				X		X	X	X
KHSD	Title II Ad Educ Liter	X	X	X	X	X	X	X	X
DJTUHSD	Title II AEL					X	X	X	X
TUSD	Title II AEL					X			
MUSD	Title II AEL					X	X	X	X
WUHSD	Title II AEL					X	X	X	X
FIELD	Title II AEL	X	X	X	X	X	X	X	X
EDD	Title III Wagner-Peyser					X	X	X	X
DOR	Title IV Voc Rehab	X	X	X		X	X	X	X
EDD	TAA					X	X	X	X
EDD	Jobs for Veterans State Grant					X	X	X	X
EDD	UI					X			
DHS	CalWORKS					X		X	X
KHSD	Perkins Post-2nd	X	X	X		X	X	X	X
BC	Perkins Post-2nd					X	X	X	X
TC	Perkins Post-2nd					X	X	X	X
CCCC	Perkins Post-2nd					X	X	X	X
SER Jobs	Title V Older Americans Act					X	X	X	X
CAPK	CSBG					X			
HACK	E&T under HUD					X	X	X	X
LCCL	Second Chance Act	X				X	X	X	X
*Job Search Assistance (Resource Room)									
# - CIMC provides these services through its Eastern Sierra Field Office									

BASIC CAREER SERVICES		Intake	Labor Exchg, JSA*	Referral One-Stop Partner	Labor Market Info	Performance & Cost Info	Support Service Info	UI Info	Financial Aid Info
Agency	Title								
Inyo	Title I(B) Ad/DW/Y	X	X	X				X	
Mono	Title I(B) Ad/DW/Y	X	X	X	X	X	X	X	X
ETR	Title I(B) Adult	X	X	X	X	X	X	X	X
ETR	Title I(B) DW	X	X	X	X	X	X	X	X
ETR	Title I(B) Youth	X	X	X	X	X	X	X	X
None	Title I(D)167 MSFW								
Job Corps	Title I(C) Job Corps	X	X	X	X	X	X	X	X
None	Title I(D)171 YouthBuild								
CIMC	Title I(D)166 Native American	X	X	X	X		X	X	X
KHSD	Title II Ad Educ Liter	X	X	X	X	X	X		X
DJTUHSD	Title II AEL	X	X	X	X	X	X	X	X
TUSD	Title II AEL								
MUSD	Title II AEL	X	X	X	X		X	X	X
WUHSD	Title II AEL	X		X			X		
FIELD	Title II AEL								
EDD	Title III Wagner-Peyser		X	X	X		X	X	
DOR	Title IV Voc Rehab	X		X	X	X	X		
EDD	TAA	X	X	X	X		X	X	X
EDD	Jobs for Veterans State Grant	X	X	X	X		X	X	
EDD	UI							X	
KCDHS	CalWORKS	X	X	X			X		
KHSD	Perkins Post-2nd	X	X	X	X	X	X		X
BC	Perkins Post-2nd		X	X	X	X	X		assist
TC	Perkins Post-2nd	X	X	X	X	X	X	X	X
CCCC	Perkins Post-2nd	X	X	X	X	X	X		X
SER Jobs	Title V Older Americans Act	X		X	X		X		
CAPK	CSBG						X		
HACK	E&T under HUD			X			X		assist
LCCL	Second Chance Act	X		X	X	X	X		X
*Job Search Assistance (Resource Room)									
# - CIMC provides these services through its Eastern Sierra Field Office									

INDIVIDUAL CAREER SERVICES		Comprehensive Assess*	Career Plan Counsel	IEP or IPE**	Short Term Pre-Vocational***
Agency	Title				
Inyo	Title I(B) Ad/DW/Y				
Mono	Title I(B) Ad/DW/Y	CASAS	X	IEP	
ETR	Title I(B) Adult	CASAS, WorkKeys	X	IEP	X
ETR	Title I(B) DW	CASAS, WorkKeys	X	IEP	X
ETR	Title I(B) Youth	CASAS, WorkKeys	X	IEP	
None	Title I(D)167 MSFW				
Job Corps	Title I(C) Job Corps	TABE	X	IEP	X
None	Title I(D)171 YouthBuild				
CIMC	Title I(D)166 Native American	COPSystem	X	X	X
KHSD	Title II Ad Educ Liter	CASAS	X	X	X
DJTUHS	Title II AEL	CASAS	X		X
TUSD	Title II AEL	CASAS			
MUSD	Title II AFL	CASAS	X	IEP	X
WUHS	Title II AFL	CASAS	X		
FIELD	Title II AEL	CASAS	X	X	X
EDD	Title III Wagner-Peyser		X	X	
DOR	Title IV Voc Rehab	Fosters/Psych	X	IPE	Youth
EDD	TAA		X	Agency Plan	X
EDD	Jobs for Veterans State Grant		X	X	
EDD	UI				
DHS	CalWORKS	Fosters	X	X	X
KHSD	Perkins Post-2nd	CASAS	X	X	X
BC	Perkins Post-2nd	WorkKeys 4 BC Students	X	X	X/Gen Pop
TC	Perkins Post-2nd	WorkKeys	X		X
CCCC	Perkins Post-2nd	CASAS	X	X	X
SER Jobs	Title V Older Americans Act	TABE	X	IEP	Job Training
CAPK	CSBG				
HACK	E&T under HUD			X (ITSP)	Refer
LCCL	Second Chance Act	INSIT Assessment	X		X

IDIVIDUAL CAREER SERVICES		Intern-/ Externship WEX	Out-of-Area Job Search	Finan- cial Literacy	Access or teach ESL	Workforce Prep Title II Ad Educ Lit****
Agency	Title					
Inyo	Title I(B) Ad/DW/Y		X			X
Mono	Title I(B) Ad/DW/Y		X	X		X
ETR	Title I(B) Adult	contract out				
ETR	Title I(B) DW	contract out				
ETR	Title I(B) Youth	contract out		X		
None	Title I(D)167 MSFW					
Job Corps	Title I(C) Job Corps	X	X	X	X	X
None	Title I(D)171 YouthBuild					
CIMC	Title I(D)166 Native American	X	X	X		X
KHSD	Title II Ad Educ Liter	X			ESL	X
DJTUHSD	Title II AEL	X		X	X	X
TUSD	Title II AEL				ESL	
MUSD	Title II AEL		X		ESL	X
WUHSD	Title II AEL				X	X
FIELD	Title II AEL	X		X	ELD	X
EDD	Title III Wagner-Peyser		X		Refer	Refer
DOR	Title IV Voc Rehab	X		X		
EDD	TAA	X	X	X	Refer	Refer
EDD	Jobs for Veterans State Grant		X			Refer
EDD	UI					
DHS	CalWORKS	X		X		
KHSD	Perkins Post-2nd	X		X	X	X
BC	Perkins Post-2nd	X	X	X	X	X
TC	Perkins Post-2nd	X	X	Fin.Aid.Counsel	X	X
CCCC	Perkins Post-2nd	X	X	X	X	X
SER Jobs	Title V Older Americans Act				Refer	Refer
CAPK	CSBG				Refer	Refer
HACK	E&T under HUD	X				
LCCL	Second Chance Act					
*Assessment: CASAS, WorkKeys						
**Individual Employment Plan or Individual Plan for Employment						
***Develop skills; Learning; communication; interviewing; personal maintenance; punctuality; professional conduct; prep unsubsidized employment or training (soft skills)						
****Acquire skills: basic academic; critical thinking; ditital literacy; self-management; teamwork; utilize reseources & information; understanding systems; acquire skills to successfully transistion into and complete post secondary education or training and employment						
# - CIMC provides these services through its Eastern Sierra Field Office						
## - CAPK provides these services to Opportunity Youth in Bakersfield and Shafter as funding is available						

The above-referenced local agencies are the AJCC partners located in the Local Workforce Development Area (LWDA) which will provide access to programs, activities, and services, including virtual access when face-to-face interaction may endanger the health and safety of system users and staff. Services will also be offered at a comprehensive one-stop center within the LWDA. Attached hereto and incorporated herein as Exhibit "A" is the system map which identifies the locations of every comprehensive, affiliate and specialized AJCC within the LWDA.

#### **Article IV. Phases of the MOU Development**

The MOU development process took place in four phases. MOU Phase I addressed service coordination and collaboration amongst the AJCC Partners. MOU Phase II addressed how to function and fiscally sustain the unified system described in MOU Phase I through the use of resource sharing and joint infrastructure costs for the Comprehensive AJCC One-Stop Centers. MOU Phase II – Affiliate and Specialized AJCCs addressed how to function and fiscally sustain the unified system described in Phase I through the use of resource sharing and joint infrastructure costs for the Affiliate and Specialized AJCC One-Stop Centers. KIM WDB MOU and KIM WDB MOU 2 consolidated all of the above-referenced MOUs and addressed how to function and fiscally sustain the unified system described in through the use of resource sharing and joint infrastructure costs for the Comprehensive, Affiliate and Specialized AJCC One-Stop Centers.

For this MOU, the KIM WDB has updated and renewed the KIM WDB MOU that addresses shared customers, services and costs.

#### **Article V. Local AJCC One-Stop Delivery System**

The purpose of the AJCC One-Stop delivery system is to bring together workforce development, education and other resource services in a seamless, customer-focused network of providers, thereby enhancing customer access. The goal is to improve long-term employment outcomes for individuals receiving assistance. The AJCC Partners administer separately funded programs as a set of integrated streamlined services to customers.

The KIM WDB manages nine (9) AJCCs throughout Kern, Inyo and Mono Counties. The KIM WDA has one (1) Comprehensive, six (6) Affiliate, and two (2) Specialized AJCCs, also known as One-Stop Centers that are designed to provide a full range of assistance to job seekers and businesses. Many of these AJCCs were established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act.

##### **A. Comprehensive AJCC One-Stop Centers**

This one (1) Comprehensive AJCC One-Stop Center in the KIM WDA is located as follows:

- a. Southeast Bakersfield AJCC (SE-AJCC) is located at 1600 E. Belle Terrace in Bakersfield, California. The SE-AJCC consists of four (4) colocated AJCC Partners.



## B. Affiliate AJCC One-Stop Centers

These six (6) Affiliate AJCC One-Stop Centers in the KIM WDA are located as follows:

- a. Oildale AJCC (AJCC - Oildale) is located at 1129 Olive Drive, Suite H, in Bakersfield, Kern County, California. The AJCC – Oildale consists of one (1) AJCC Partner, including and limited to, Employers’ Training Resource.
- b. Lake Isabella AJCC (AJCC – Lake Isabella) is located at 5540 Lake Isabella Boulevard, Suite E-3 in Lake Isabella, Kern County, California. The AJCC – Lake Isabella consists of one (1) AJCC Partner, including and limited to, ETR.
- c. Ridgecrest AJCC (Ridgecrest-AJCC) is located at 540 Perdew Avenue, Suite B2, in Ridgecrest, California. The Ridgecrest-AJCC consists of two (2) colocated AJCC partners. EDD and DOR are providing virtual service delivery.
- d. Walker AJCC (AJCC – Walker) is located at 107384 Highway 395 in Walker, Mono County, California. The AJCC – Walker consists of one (1) AJCC Partner, including and limited to, Mono County Health and Human Services which receives monies from ETR to perform Title I (B) Adult, Dislocated Worker, and Youth program and services.
- e. Mammoth Lakes AJCC (AJCC – Mammoth Lakes) is located at 1290 Tavern Toad, Suite 229 in Mammoth Lakes, Mono County, California. The AJCC – Mammoth Lakes consists of one (1) AJCC Partner, including and limited to, Mono County Health and Human Services which receives monies from ETR to perform Title I (B) Adult, Dislocated Worker, and Youth program and services.
- f. Inyo AJCC (AJCC - Inyo) is located at 1360 N. Main Street in Bishop, Inyo County, California. The AJCC – Inyo consists of one (1) AJCC Partner, including and limited to, Inyo County Department of Health and Human Services which receives monies from ETR to perform Title I (B) Adult and Dislocated Worker program and services.

## C. Specialized AJCC One-Stop Centers

The KIM WDB has established two (2) Specialized One-Stop Centers in the WDA. One of the specialized One-Stop centers was formally located at the Beale Library and named EPIC@The Beale. The EPIC@The Beale has moved and is no longer associated with the Beale Library. The name has been modified to the EPIC to reflect this change and specializes in targeting Opportunity Youth, formally referred to as Disconnected Youth. The other specialized AJCC One-Stop center was formally named the Back-to-Work Center, but has been relocated and renamed the Business Center which was established specifically to respond to a large localized layoffs. Kern County has seen significant layoffs in a variety of industries over the years, particularly during the recent COVID pandemic. These specialized AJCC one-stop centers do not

provide access to every required Partner, but have a way to make referrals to AJCC Partners in the comprehensive, affiliate and specialized AJCC One-Stop centers. The specialized one-stop centers have access to the referral system to make sure that services were provided after the referral. Attached hereto and incorporated herein as Exhibit “B” is the Referral Chart which identifies the referral process of the AJCC within the LWDA. These specialized AJCC one-stop centers serve the needs of Kern County by providing dedicated locations where (i) rapid response and layoff aversion activities can be facilitated concurrently with services for re-connecting dislocated workers with opportunities for employment, and (ii) young people can find the support they need to be successful. These two (2) Specialized AJCC One-Stop Centers are located as follows:

- a. Business Center AJCC (AJCC – Business Center) is located at 1129 Olive Drive, Suites C & D, in Bakersfield, Kern County, California. The AJCC – Business Center consists of one (1) AJCC Partner, including and limited to, ETR.
- b. EPIC AJCC (AJCC – EPIC) is located at 2211 H Street, in Bakersfield, Kern County. The AJCC – EPIC consists of one (1) AJCC Partner, including and limited to, ETR.

#### **Article VI. Terms and Conditions**

##### **A. AJCC Partner Services:**

At a minimum, the AJCC Partners will make the below services available, as applicable to the program, consistent with and coordinated via the Comprehensive AJCC One-Stop Centers. Additional WIOA services may be provided on a case-by-case basis and with the approval of the KIM WDB.

BUSINESS SERVICES		
Consistent with and coordinated through the AJCC Network System		
Serve as a single point of contact for businesses, responding to all requests in a timely manner	Provide information and services related to Unemployment Insurance taxes and claims	Assist with disability and communication accommodations, including job coaches
Conduct outreach regarding Local workforce system’s services and products	Conduct on-site Rapid Response activities regarding closures and downsizings; and Layoff aversion	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment and referral services	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers

<b>BUSINESS SERVICES</b>		
Consistent with and coordinated through the AJCC Network System		
Assist with the interpretation of labor market information	Conduct job fairs	Develop customized training opportunities to meet specific employer and/or industry cluster needs
Use of one-stop center facilities for recruiting and interviewing job applicants	Consult on human resources issues	Coordinate with employers to develop and implement layoff aversion strategies
Post job vacancies in the state labor exchange system and take and fill job orders	Provide information regarding disability awareness issues	Provide incumbent worker upgrade training through various modalities
<b>BUSINESS SERVICES</b>		
Consistent with and coordinated through the AJCC Network System		
Provide information regarding workforce development initiatives and programs	Provide information regarding assistive technology and communication accommodations	Develop, convene, or implement industry or sector partnerships

<b>JOB SEEKER SERVICES</b>		
Basic Career Services	Individualized Career Services	Training
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employment plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above

	the customer to achieve the employment goals	
Job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the local workforce system	Individual counseling and career planning	Training programs operated by the private sector
<b>JOB SEEKER SERVICES</b>		
<b>Basic Career Services</b>	<b>Individualized Career Services</b>	<b>Training</b>
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance	Skill upgrading and retraining
Information and meaningful assistance on Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training

Information and assistance in applying for financial aid for training and education programs not provided under WIOA	Post-employment follow-up services and support	Other training services as determined by the workforce partner's governing rules
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YOUTH SERVICES	
Tutoring, study skills training, instruction, and evidence based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.	Alternative secondary school services, or dropout recovery services, as appropriate.

YOUTH SERVICES	
Paid and unpaid work experiences that have as a component academic and occupational education, which may include: Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.
Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
Supportive services.	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 month.
Follow-up services for not less than 12 months after the completion of participation, as appropriate.	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
Financial literacy education.	Entrepreneurial skills training.
Services that provide labor market and	Activities that help youth prepare for and

employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.	transition to postsecondary education and training.
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## B. Training Services

Through the AJCC One-Stop system, individuals interested in training will be evaluated by ETR, Client Services Division, or its subgrantee(s) to determine whether or not they are in need of training, and if they possess the skills and qualifications needed to participate successfully in the training program in which they express an interest. Training services must be directly linked to occupations that are in demand in the local area or in another area to which the individual receiving services is willing to relocate.

Training Services include, but are not limited to, the following:

1. Occupational skills training, including training for nontraditional employment;
2. On-the-job training (OJT);
3. Incumbent worker training;
4. Programs that combine workplace training with related instruction, which may include cooperative education programs;
5. Training programs operated by the private sector;
6. Skills upgrading and retraining;
7. Entrepreneurial training;
8. Transitional jobs (Work Experience);
9. Job readiness training provided in combination with another training service.
10. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training service;
11. Customized Job Training (CJT) conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training; and/or
12. Other trainings available through the AJCC Partners.

## C. Follow-up Services

Counseling is available by any of the AJCC Partners for the workplace for Adult, Dislocated Workers and Youth participants in workforce development activities who are placed in unsubsidized employment for up to twelve (12) months after the first day of employment.

## D. Commitment to Equity, Inclusion and Diversity

All AJCC Partners recognize and understand the diverse nature of the residents of Kern, Inyo and

Mono Counties. As services are provided, the partnerships will be working toward increasing equity and inclusion of underrepresented groups. In addition, all AJCC Partners shall ensure the provision of workforce and education services that recognize historically unserved or underserved communities, including African-American, Latinx, Indigenous peoples, and other persons of color, immigrants, refugees, people with disabilities, LGBTQ+ (lesbian, gay, bisexual, transgender, and queer), and others who experience systemic barriers in the labor force. The AJCC partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant due to sex, gender, race, color, ancestry, religion, national origin, military or veteran status, physical disability, mental disability, medical condition(s), genetic information, age, sexual orientation, gender identity or expression, or marital status. Each AJCC partner agrees to comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code § 12990) and related regulations.

E. Access for Individuals with Barriers to Employment

All AJCC Partners agree to prioritize services as outlined under WIOA for adult and dislocated worker and for individuals with barriers to employment. The AJCC Partners agree that “Access” to programs and services means having:

1. Program staff physically present at the location;
2. Having AJCC Partner program staff physically present that are trained to provide information to customers about the programs, services, and activities available through AJCC Partner programs;
3. When available, providing direct linkage through technology (virtually) to program staff who can provide meaningful information and/or services; and/or
4. Providing access to adults with barriers to employment including those with the following barriers as defined in WIOA: displaced homemakers; Indians, Alaskan Natives and Native Hawaiians; individuals with disabilities including youth with disabilities; older individuals; ex-offenders; homeless individuals; youth who are in or have aged out of the foster care system; individuals who are English language learners, individuals with low levels of literacy and individuals facing cultural barriers; eligible migrant and seasonal farmworkers; individuals within two years of exhausting lifetime eligibility under TANF; single parents to include single pregnant women; and long-term unemployed individuals.

AJCC Partners commit to offer priority of services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds. Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the dislocated worker population.

Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E).

“Direct linkage” means providing direct connection at the AJCC one-stop, within a timely manner, by phone, in person or through a real-time Web-based communication to a program staff member who can provide program information or services to the customer.

Services provided through technology must be meaningful, available in a timely manner and not simply a referral to additional services at a later date or time.

The KIM WDB will ensure that information on the availability of basic career services is accessible at all AJCC one-stop physical locations and access points, including electronic access points, regardless of where individuals initially enter the local one-stop system.

The AJCC Partners agree that:

- i. “Registration” is the point at which information that is used in performance information (Core programs, i.e. Title I-IV) begins to be collected.
- ii. “Participation” is the point at which the customer has been determined eligible for program services and has received or is receiving a WIOA service, such as individual career services, and is the point at which they will be included in the performance calculation for the primary indicator.
- iii. The difference between registration and participation: Individuals who are primarily seeking information are not treated as participants and their self-service or informational search (service) requires no registration. When a customer seeks more than minimal assistance from staff in taking the next steps towards self-sufficient employment, the person must be registered and eligibility must be determined.

F. Methods for Referring Customers

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. The KIM WDB and AJCC Partners developed a flow chart to describe the referral system which is attached hereto and incorporated herein as Exhibit “B”. In order to facilitate such a system, AJCC Partners agree to:

1. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners’ programs represented in the KIM WDA’s AJCC Network,
2. Develop materials summarizing their program requirements and making them available for AJCC Partners and customers,
3. Develop and utilize common intake, eligibility determination, assessment, and registration forms,



4. Provide substantive referrals – in accordance with the AJCC Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under AJCC Partner programs,
5. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
6. Commit to robust and ongoing communication required for an effective referral process, and
7. Commit to actively following-up on the results of referrals and assuring that AJCC Partner resources are being leveraged at an optimal level.

G. Shared Technology and System Security

1. AJCC Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once. AJCC Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws.
2. AJCC Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.
3. All data, including customer PII, collected, used, and disclosed by AJCC Partners will be subject to the following:
  - a. Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
  - b. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
  - c. All confidential data contained in Unemployment Insurance (UI) wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
  - d. All personal information contained in Vehicle Registration (VR) records must be protected in accordance with the requirements set forth in 34 CFR 361.38.

- e. Customer data may be shared with other programs, for those programs' purposes, within the AJCC network only after the informed written consent of the individual has been obtained, where required.
- f. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- g. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).
- h. The Comprehensive AJCC One-Stop Center and staff of AJCC Partners will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

**Article VII. Roles and Responsibilities of AJCC Partners**

- A. The AJCC Partners to this agreement will work closely together to ensure that the Comprehensive AJCC One-Stop Center is a high performing work place with staff who will ensure quality of service.
  - 1. All AJCC Partners to this Agreement shall comply with the following:
    - a. Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
    - b. Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
    - c. Section 504 of the Rehabilitation Act of 1973, as amended,
    - d. The Americans with Disabilities Act of 1990 (Public Law 101-336),
    - e. The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
    - f. Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
    - g. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),

- h. Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
  - i. The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
  - j. The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination,
  - k. All amendments to each, and
  - l. All requirements imposed by the regulations issued pursuant to these acts.
2. Additionally, all AJCC Partners shall:
- a. Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the AJCC Partner Services section above,
  - b. Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers,
  - c. Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement,
  - d. Commit to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement,
  - e. When applicable, shall include “A proud partner of the American Job Center of California” on any products, programs, activities, services, facilities, and materials used by the combined AJCC partnership of the one-stop system, and

- f. Promote system integration to the maximum extent feasible through:
  - i. Effective communication, information sharing to the extent allowed by state or federal laws, and collaboration with the One-Stop Operator and/or AJCC Partners,
  - ii. Joint planning, policy development, and system design processes,
  - iii. Commitment to the joint mission, vision, goals, strategies, and performance measures,
  - iv. The design and use of common intake, assessment, referral, and case management processes,
  - v. The use of common and/or linked data management systems and data sharing methods, including, Management Information System (MIS) CalJOBS and/or Cal-E Grants, as appropriate and/or allowable under the AJCC Partner's state and/or federal funding,
  - vi. Leveraging of resources, including other public agency and non-profit organization services,
  - vii. Making reasonable efforts to participate in a continuous improvement process designed to boost outcomes and increase customer satisfaction,
  - viii. Making reasonable efforts to participate in regularly scheduled Partner meetings to exchange information in support of the MOU and encourage program and staff integration, and
  - ix. Collaborating and partnering in grants that benefit the LWDA.

**Article VIII. Roles and Responsibilities of the KIM WDB**

- A. The KIM WDB ensures the workforce-related needs of employers, workers, and job seekers in the KIM WDA are met, to the maximum extent possible with available resources. The KIM WDB will, at a minimum:
  - a. In collaboration and partnership with the CLEO and other applicable AJCC Partners within the planning area, develop the strategic local vision, goals, objectives, and workforce-related policies,
  - b. In cooperation with the CLEO, design and approve the AJCC Network structure. This includes, but is not limited to: adequate, sufficient, and

accessible AJCC Network for all employers, workers, and job seekers,

- c. Provide sufficient types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
- d. In collaboration with the CLEO, designate through a competitive process, procure, oversee, monitor, implement corrective action, and, if applicable, terminate the One-Stop Operator,
- e. Determine the role and responsibilities of the One-Stop Operator, and
- f. Review and evaluate performance of the One-Stop Operator.

**Article IX. Roles and Responsibilities of the One-Stop Operator**

A. The One-Stop Operator's roles and responsibilities include the following:

- 1. In conjunction with ETR's oversight and designated administrative staff at ETR, the One-Stop Operator will coordinate the implementation of this MOU, which includes, resource sharing and Infrastructure Funding Agreements (IFA);
- 2. The convening and facilitation of monthly WIOA partner meetings that focus on systems alignment, process improvement and building value added collaboration amongst system partners. Attendance and participation may be through any suitable modality, including: Microsoft Teams, telephonic conference calls, in-person or through some other readily available/adequate conferencing medium;
- 3. The convening and facilitation of monthly WIOA partner meetings that focus on operations, coordination and collaboration amongst system partners. Attendance and participation may be through any suitable modality, including: Microsoft Teams, telephonic conference calls, in-person or through some other readily available/adequate conferencing medium;
- 4. Act as a liaison between the KIM Workforce Development Board (WDB) and the WIOA partners and as such shall be required to submit a written report to the Chief Workforce Development Officer (Director) of Kern County Employers' Training Resource identifying the services being provided by the Consultant and any progress and/or developments thereof a minimum of ten (10) business days prior to the KIM Workforce Development Board (WDB)'s quarterly Executive Committee meetings and quarterly KIM WDB meetings, and to attend said meetings in order to orally present the content contained in each written report.

There are quarterly KIM WDB's Executive Committee and KIM WDB meetings;

5. Perform customer satisfaction surveys for all colocated WIOA Partners at the comprehensive AJCC one-stop center(s), and on a quarterly basis, submit a written report detailing the results of said surveys to the Chief Workforce Development Officer (Director) of Kern County Employers' Training Resource, a minimum of ten (10) days prior to the KIM WDB's Executive Committee meetings and KIM WDB's meetings, and attend said meetings in order to orally present the content contained in said written report;
  6. Implement policies and procedures established by the KIM Workforce Development Board;
  7. Report to the KIM Workforce Development Board on operations, performance, and continuous improvement recommendations; and
  8. Any other assigned duties consistent with the WIOA and related regulations, directives, policies procedures and amendments issued pursuant thereto.
- B. In accordance with WIOA, the One-Stop Operator shall not perform the following functions:
1. Convene system stakeholders to assist in the development of the local plan;
  2. Prepare and submit local plans (as required under sec. 107 of WIOA);
  3. Be responsible for oversight of itself;
  4. Manage or significantly participate in the competitive selection process for one-stop operators;
  5. Select or terminate one-stop operator, career services, and youth providers;
  6. Negotiate local performance accountability measures; and/or
  7. Develop and submit budget for activities of the KIM WDB.

**Article X.      Outreach**

The KIM WDB and its AJCC Partners will develop and implement a strategic outreach plan that will include, at a minimum the following:

- a. Specific steps to be taken by each AJCC Partner,
- b. An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need,
- c. An outreach and recruitment plan for out-of-school youth,
- d. Sector strategies and career pathways,
- e. Connections to registered apprenticeship,
- f. Regular use of social media, and
- g. Clear objectives and expected outcomes.

**Article XI. Accessibility**

Accessibility to the services provided by the Comprehensive, Affiliate and/or Specialized AJCC One-Stop Centers (collectively, referred to as "AJCC One-Stop Centers") and all AJCC Partners are essential to meeting the requirements and goals of the KIM WDB. Job seekers and businesses must be able to access all information relevant to them through visits to physical locations, as well as, in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

- A. **Physical Accessibility.** The Comprehensive One-Stop Operator and colocated AJCC Partners shall ensure that AJCC One-Stop Centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor and will meet the requirements as contained in Section 188 of the WIOA and the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016) and the Americans with Disabilities Act (ADA). The AJCC One-Stop Centers may close if local or state government deems such action to be necessary for public safety.
- B. **Virtual Accessibility.** The KIM WDB will work with the California Workforce Development Board (CWDB) and the Employment Development Department to ensure that job seekers and businesses have access to the same information online as they do in a physical facility through Cal-E Grants and/or CalJOBS<sup>SM</sup>. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. AJCC Partners will comply with the Plain Writing Act of 2010 which requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information. The AJCC Partners will maintain their own web presence via a website and agree to post content about other AJCC Partners on their own website when applicable, as an in-kind contribution to the AJCC Network.

- C. Communication Accessibility. Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All AJCC Partners agree that they will provide accommodations for individuals who have communication challenges, including, but not limited to, individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.
- D. Programmatic Accessibility. All AJCC Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. AJCC Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. AJCC Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All AJCC Partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all AJCC programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, the colocated AJCC Partners agree that their staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter, including an American Sign Language (ASL) interpreter will be provided in real time or, if not available, within two (2) business days after a request is made by an AJCC Partner for any customer with a language or hearing barrier. Per current policy, the requesting AJCC Partner shall be responsible for paying for the costs associated with providing an interpreter. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices shall be available to ensure physical and programmatic accessibility within the AJCC Network. Due to the limited space in the Comprehensive AJCC One-Stop Center, the colocated AJCC Partners agree to share in the costs of a cubicle at the Comprehensive AJCC One-Stop Center to allow the necessary privacy for people with disabilities to use certain assistive devices and equipment, including, but not limited to, Sorenson Communications' ntouch® VP2.

## **Article XII. Administrative and Operations Management - Day to Day Operations**

The AJCC Coordinator, appointed by the consortium of AJCC Partners, coordinates the activities for the AJCC, including resolving the day-to-day operational issues. The AJCC Coordinator will work with designated AJCC Partner manager(s) and supervisor(s) to ensure operational success.

The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the site supervisor(s). The original employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.



The office hours for the staff at the AJCC will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the AJCC Partners at the beginning of each fiscal year.

Each AJCC Partner shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally-required employee benefits. In addition, each party shall be solely responsible and save all other AJCC Partners harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

**Article XIII. Press Releases and Communications**

- A. All AJCC Partners shall be included when communicating with the press, television, radio or any other form of media regarding its duties or performance under this MOU.
- B. Participation of each AJCC Partner in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other AJCC Partners, in all communications, each AJCC Partner shall make specific reference to all other Partners.

**Article XIV. Resource Sharing/Infrastructure Funding**

- A. KIM AJCC Resource Sharing/Infrastructure Requirements.
  - 1. WIOA 121(c)(A)(ii) requires that the funding arrangements for services and operating costs of the KIM service delivery system must be described in this MOU.
  - 2. The methodologies described herein must be allowable under each AJCC Partner's respective program and under all applicable federal and state laws and regulations, including the Office of Management and Budget (OMB) Circulars applicable to each AJCC Partner's type of organization. The MOU is required to identify:
    - a. The shared KIM AJCC costs.
    - b. The methodologies that will be used to determine each AJCC Partner's fair share of the KIM AJCC costs.
    - c. The methodologies that will be used to allocate each AJCC Partner's fair share of the costs across specific cost categories.

- d. The method(s) each AJCC Partner will use to fund its fair share of the shared costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third party.
3. The colocated AJCC Partners met to discuss apportionment of infrastructure costs on a pro rata share basis and agreed upon three methodologies to determine infrastructure costs, as follows:
  - (i) Exclusive Area: Space available to and occupied exclusively by one colocated AJCC Partner;
  - (ii) Shared Area: Space available to and occupied by two or more colocated AJCC Partners; and
  - (iii) Common Area: All areas of the Property other than the space available to and occupied exclusively by one colocated AJCC Partner or space shared by two or more colocated AJCC Partners that is used for the benefit of all colocated AJCC Partners, including, but not limited to, kitchen, bathrooms, storage areas, Resource Room, computer room, passageways, hallways, and similar areas. Such an approach incorporates a reasonable, and equitable apportionment of the one-stop infrastructure costs.
4. The State requires each and every Comprehensive, Affiliate and Specialized AJCC One-Stop Centers to be independently and objectively evaluated every three (3) years to ensure that the LWDA has a network of high-quality and effective AJCCs (WIOA Section 121(g)). The last evaluation was completed on October 30, 2024 (EDD Directive WSD20-8). There are two levels of AJCC certification for the Comprehensive AJCC One-Stop Center which are: AJCC Certification Baseline Criteria Matrix and AJCC Certification Indicator Assessment. The AJCC Certification Baseline Criteria Matrix is intended to ensure that the AJCC is in compliance with key WIOA statutory and regulatory requirements. The AJCC Certification Indicator Assessment identifies where an AJCC may be exceeding quality expectations, as well as areas where improvement(s) is/are needed. The colocated AJCC Partners agree that in order to meet the AJCC Certification Baseline Criteria Matrix and/or AJCC Certification Indicator Assessment for each Comprehensive, Affiliate and Specialized AJCC One-Stop Centers in the LWDA, colocated AJCC Partners must perform certain infrastructure purchases during each fiscal year. The infrastructure purchases for each Comprehensive, Affiliate and Specialized AJCC One-Stop Centers, include and are limited to, exterior signage, assistive technology devices to ensure equal access and opportunities for individuals with disabilities, and new computers and upgrading computer software in the Resource Room. This list is not exhaustive and is intended as a guide. Additional equipment purchases identified by any of the colocated AJCC

Partners will be made with the consent and approval of all of the colocated AJCC Partners. In accordance with the WIOA and Employment Development Department Directive WSD23-05, each Local Workforce Development Board must create a Continuous Improvement Plan for each comprehensive, affiliate and specialized America's Job Center of California One-Stop Centers in their local workforce development area (LWDA). The Continuous Improvement Plans were derived from the AJCC Certification Indicator Assessments that were based upon the recommendations and evaluations made by the Ad-Hoc Committee, consisting of four (4) KIM WDB's Executive Committee members. According to the Directive, the KIM WDB attested to the development of the Continuous Improvement Plans with targeted completion dates for all of the AJCCs. The development of the Continuous Improvement Plans has been completed by the due date of December 31, 2024, and the continuous improvements provided in each plan are in the process of being completed.

B. Network of Comprehensive AJCCs.

1. Each AJCC Partner that carries out a program or activities within a Comprehensive AJCC One-Stop Center must use a portion of the funds available for their program and activities to help maintain the One-Stop Delivery System, including proportional payment of the Infrastructure Costs of the Comprehensive AJCC One-Stop Center.
  - a. If it has been determined that a AJCC Partner is receiving a benefit from the Comprehensive AJCC One-Stop Center, the amount of funds each AJCC Partner is required to contribute must be based on their proportionate use of the Comprehensive AJCC One-Stop Center.
  - b. The amount to be paid by the AJCC Partner for its proportionate share must be in compliance with the federal statute authorizing its program and Uniform Guidance.
  - c. All non-colocated AJCC Partners shall pay their proportionate share of infrastructure costs as soon as sufficient data becomes available to make such a determination.
  - e. WIOA emphasizes customer choice, job-driven training, provider performance, and continuous improvement. The quality and selection of providers and programs of training services is vital to achieving these core principles.
  - f. The parties to this agreement recognize the many benefits to our customers in the collaboration and integration of seamless service and have participated in the development and operation of a One-Stop

system doing business as the AJCC.

**Article XV. Indemnification**

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. The Parties acknowledge the KIM WDB and AJCC One-Stop Operator have no responsibility and/or liability for any negligent actions of any of the other AJCC Partners and its employees, agents, and/or assignees. Likewise, the AJCC Partners have no responsibility and/or liability for any negligent actions of the KIM WDB and AJCC One-Stop Operator and its employees, agents, and/or assignees.

**Article XVI. Termination**

The AJCC Partners understand that implementation of the AJCC system is dependent on the good faith effort of every AJCC Partner to work together to improve services to the community. The AJCC Partners also agree that this is a project where different ways of working together and providing services are being tried. This MOU will remain in effect until the end date specified in the Effective Period as indicated in Article XVIII below, unless:

- a. All Parties mutually agree to terminate this MOU prior to the end date.
- b. Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- c. WIOA is repealed or superseded by subsequent federal law.
- d. Local area designation is changed under WIOA.
- e. A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Chair of the KIM WDB (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to this MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed and agreed to by the Parties.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in Article XIX and XXVII below.

**Article XVII. Grievances and Complaints Procedure**

The AJCC Partners agree to establish and maintain a procedure for grievances and complaints

as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and AJCC Partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The AJCC Partners further agree to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

In addition, the AJCC Partners will offer the best customer service possible by attempting to resolve customer issues as quickly as possible. If AJCC Partner's staff is not able to resolve the issue, they should bring the customer's issue to the attention of their supervisor or an AJCC Partner's supervisor at their location. If the supervisor is not able to resolve the issue, the next highest level employee (i.e., CAO Manager or equivalent position) may be asked to assist. After those attempts to resolve an issue for the customer are made, the customer may still not be satisfied. Filing a formal complaint/grievance is the final step in good customer service.

Any person(s) filing a complaint concerning an AJCC Partner of the local One-Stop will first submit that complaint to that AJCC Partner utilizing the procedures of that agency.

Participants will first utilize procedures, if available to them, at the employer/training agency level. If the employer does not have a grievance/complaint procedure, the procedures under Title 20 Code of Federal Regulations (CFR) Part 667.600, and Title 29 CFR 37 will be used.

The person filing a complaint shall be free from restraint, coercion, reprisal, or discrimination.

**Article XVIII. Effective Date, Term and Renewal of MOU**

- A. The effective date of this MOU is on July 1, 2025. The term of this MOU is from July 1, 2025 to June 30, 2028, unless it is terminated earlier as provided herein, and shall supersede in its entirety the MOU Phase I, MOU Phase II, and MOU Phase II – Affiliate and Specialized AJCC One-Stop Centers, WIOA MOU and WIOA MOU II entered into previously by and between the participating AJCC Partners, the KIM WDB, and CLEO.
- B. The MOU is of no force or effect until signed by CLEO and an authorized representative of the KIM WDB.
- C. The MOU will be reviewed annually and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services, and identify any substantial changes that have occurred.

**Article XIX. Modifications and Revisions**

This MOU may be modified, altered, or revised, as necessary, through the mutual consent of all of the AJCC Partners and by the issuance of a written amendment, signed and dated by the AJCC Partners and approved by the KIM WDB. In addition, the Infrastructure Funding

Agreements may be modified and/or updated yearly by the colocated AJCC Partners without having to modify the MOU.

**Article XX.      Additional AJCC Partner Agencies**

This MOU contemplates that, from time to time, additional AJCC Partners may be identified. If and when this happens, each new AJCC Partner must sign an MOU with the KIM WDB on the same terms and conditions as this MOU. Approval of additional AJCC Partners is at the discretion of the KIM WDB. Signatures of other Partner agencies will not be required on any MOU between a new AJCC Partner and the KIM WDB.

**Article XXI.      Dispute Resolution**

The AJCC Partners agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If the issue(s) cannot be resolved at this level, they shall be referred to the AJCC Partner's management staff of the respective staff employer, for discussion and resolution. The AJCC Partner's management staff's decision regarding the resolution of the issue(s) shall be final.

**Article XXII.      Hold Harmless/Indemnification/Liability**

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Except as otherwise expressly provided in this MOU and in accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any negligent acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorney's fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the negligence performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

**Article XXIII.      Notice**

All notices required or permitted to be given by any party to this MOU shall be deemed tendered upon personal delivery to any of the AJCC Partners or three (3) days after being deposited in the United States mail, postage prepaid, first class mail addressed to the other Partners at the addresses contained herein or to such other address as the AJCC Partners may provide by written notice tendered in accordance herewith.

**Article XXIV.      Comprehensive AJCC One-Stop Operating Budget**

The purpose of this Article is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the KIM WDA's Comprehensive AJCC One-Stop Center. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- a. Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the LWDA,
- b. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among AJCC Partners (thereby improving each program's effectiveness),
- c. Reduces overhead costs for any one AJCC Partner by streamlining and sharing financial, procurement, and facility costs, and
- d. Ensures that costs are appropriately shared by the AJCC's Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The AJCC Partners consider this one-stop operating budget the master budget that is necessary to maintain the KIM WDA's high-standard of AJCC Network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- a. Infrastructure Costs;
- b. Career Services Costs; and
- c. Shared Operating Costs and Shared Services Costs.

All costs must be included in the MOU, allocated according to colocated AJCC Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The Comprehensive AJCC One-Stop Center operating budget is expected to be transparent and negotiated among colocated AJCC Partners on an equitable basis to ensure costs are shared appropriately. All colocated AJCC Partners have negotiated in good faith and established outcomes that are reasonable and fair.

**Article XXV.      Infrastructure Funding Agreement for Comprehensive AJCCs:**

The Infrastructure Funding Agreement (IFA) must include infrastructure costs, and does include Additional Costs and Shared Operating Costs and Shared Services Costs. The colocated AJCC

Partners have negotiated the IFA for the Comprehensive AJCC One-Stop Center, including and limited to, Southeast-AJCC, as reflected below.

The following reflects the summarized IFA between the colocated AJCC Partners for the Southeast-AJCC:

<b>SOUTHEAST AJCC</b>							
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole							
Cost Categories	Total Cost	Contributors				Value	Balance to Allocate
		ETR	EDD	DHS	DOR		
	Equal Share	72.16%	15.26%	6.96%	5.62%	<u>1</u>	=====
Rent	\$ 694,710	\$ 501,303	\$ 106,013	\$ 48,352	\$ 39,043	\$ 694,710	\$ -
Operational Costs Including Utilities/Maintenance*	\$ 227,022	\$ 163,819	\$ 34,644	\$ 15,801	\$ 12,759	\$ 227,022	\$ -
Operational Costs not included in Lease/Ops Costs*	\$ 95,086	\$ 95,086	\$ -	\$ -	\$ -	\$ 95,086	\$ -
Equipment**	\$ 211	\$ 152	\$ 32	\$ 15	\$ 12	\$ 211	\$ -
Access Technology***	\$ 99,234	\$ 71,607	\$ 15,143	\$ 6,907	\$ 5,577	\$ 99,234	\$ -
Common Identifier****	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals with Total Partner Allocations & Remaining Allocation Amt	\$ 1,116,262	\$ 805,495	\$ 170,342	\$ 77,692	\$ 62,734	\$ 1,021,177	\$ -
Monthly Costs	\$ 93,022	\$ 67,125	\$ 14,195	\$ 6,474	\$ 5,228	\$ 85,098	\$ -
Total Infrastructure to Be Allocated to Colocated Partners:						\$	<b>1,116,262</b>

These infrastructure costs reflected herein are estimated and serves as a placeholder until such time when supporting documentation is provided to the colocated partners to confirm the infrastructure cost allocations. In addition, Colocated Partners located in the AJCC that are requested to pay for certain services, goods and/or equipment will first meet and confer within a reasonable time following such a request about said services, goods and/or equipment prior to its procurement. Colocated Partners will discuss and define the services, goods and/or equipment, and consider all factors and benefits to the partnership and agree to shared costs accordingly.

A more thorough and complete IFA for the Southeast-AJCC is attached hereto and incorporated herein as Exhibit "C".

The above matrixes incorporate the specific costs provided below:

- A. Infrastructure Costs are defined as non-personnel costs that are necessary for the general operation of the AJCC network, including, but not limited to:
  - a. Rental of the facilities;
  - b. Utilities and maintenance;
  - c. Equipment, including assessment-related products and assistive technology for individuals with disabilities;
  - d. Technology to facilitate access to the AJCC, including technology used for each center's planning and outreach activities; and
  - e. Common identifier costs.
- B. The equipment, including assessment-related products and assistive technology for individuals with disabilities and technology to facilitate access to the AJCC, including technology used for each center's planning and outreach activities identified above as Infrastructure Costs are more thoroughly identified in the Equipment Lists for the Comprehensive AJCC One-Stop Center, Affiliate AJCC One-Stop Centers and Specialized AJCC One-Stop Centers in the LWDA. The Equipment Lists for each AJCC Center is attached hereto and incorporated herein as Exhibit "D".



The Marketing/Outreach Technology equipment necessary to facilitate access to the AJCC Network is attached hereto and incorporated herein as Exhibit "E".

- C. All Parties to this MOU and IFA recognize that infrastructure costs are applicable to all required colocated AJCC Partners. The non-colocated Partners agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available to make such a determination. Each AJCC Partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance. The Parties desire to have the colocated AJCC Partners pay the total infrastructure costs for the AJCC network for the first fiscal year and the colocated and non-colocated Partners will re-negotiate the partner sharing agreement a minimum of one-hundred and twenty (120) days before the 30<sup>st</sup> day of June of each year. Each colocated AJCC partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the AJCC Partner programs' authorizing laws and regulations and the Uniform Guidance.
- D. Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the one-stop Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other AJCC Partners, and business services.
- E. Under the IFA, there are three different funding types:
  - i. Cash are funds provided to the KIM WDB or its designee by AJCC Partners, either directly or by an interagency transfer, or by a third party.
  - ii. Non-Cash are expenditures incurred by AJCC Partners on behalf of the one-stop center; and non-cash contributions or goods or services contributed by an AJCC Partner program and used by the AJCC one-stop center.
  - iii. Third-party In-kind are contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-AJCC Partner to: support the one-stop center in general; or support the proportionate share of one-stop infrastructure costs of a specific AJCC partner.
- F. Contributions for infrastructure and additional costs may be made from cash, non-cash, or third party in-kind contributions. Non-cash and third-party in kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306, 2 CFR 200.434, 34 CFR 361.715 and 34 C.F.R. 463.715.
- G. Career Services Costs align with Article III above which outlines shared customers and

services and includes the costs of the provision of career services applicable to each program consistent with the AJCC Partner program's applicable Federal statutes and allocable based on cost principles of the Uniform Guidance at 2 CFR Part 200, as reflected in the table below.

<b>Table for Delivery of Applicable Career Services</b>	
<b>Kern, Inyo and Mono Workforce Development Board</b>	
<b>T-I Adult:</b> WIOA Title I (B) Adult	Employers' Training Resource (ETR), Inyo County Health & Human Services (Inyo HHS), Mono County Social Services Department (Mono SSD), *KHSD (subgrantee of ETR)
<b>T-I DW:</b> WIOA Title I (B) Dislocated Worker	ETR, Inyo HHS, Mono SSD, *KHSD (subgrantee of ETR)
<b>T-I Youth:</b> WIOA Title I (B) Youth	ETR, Inyo HHS, Mono SSD, *KHSD (subgrantee of ETR)
<b>T-I Job Corps:</b> WIOA Title I (C) Job Corps	Inland Empire Job Corps Center (IEJCC)
<b>T-I Native Am:</b> WIOA Title I (D) Sec 166 Native American	California Indian Manpower Consortium, Inc. (CA Indian)
<b>T-I MSFW:</b> WIOA Title I (D) Sec 167 Migrant Seasonal Farmworkers grantee	N/A
<b>T-I YouthBuild:</b> WIOA Title I (D) Sec 171 YouthBuild	N/A
<b>T-II AEL:</b> WIOA Title II Adult Education and Literacy grantee	Kern High School District (KHSD), Delano Joint Union High School District (DJUHSD), Farmworker Institute for Education & Leadership Development (FIELD), McFarland Unified School District (MUSD), Wasco Union High School District (WUSD); Tehachapi Unified School District (TUSD)
<b>T-III WP:</b> WIOA Title III Wagner-Peyser	Employment Development Department (EDD)
<b>T-IV VR:</b> WIOA Vocational Rehabilitation	Department of Rehabilitation (DOR)
<b>Tech Ed:</b> Carl Perkins Career Technical Education grantee	Bakersfield College (BC), Cerro Coso Community College (CCCC), Taft College (TC) and Kern Community College District (KCCD)
<b>T-V OAA:</b> Title V Older Americans Act	SER – Jobs for Progress (SER Jobs)
<b>JVS:</b> Jobs for Veterans State grant	EDD
<b>TAA:</b> Trade Adjustment Assistance Act	EDD
<b>Comm Act:</b> Community Services Block Grant recipient	Community Action Partnership of Kern (CAPK)
<b>Housing:</b> Housing & Urban Development	Housing Authority of the County of Kern (HACK)
<b>UI:</b> Unemployment Compensation	EDD
<b>SC:</b> Second Chance grantee	Latino Coalition for Community Leadership (LCCL)
<b>TANF:</b> CalWORKS	Kern County Department of Human Services (DHS), **KHSD (CalWORKS allotment)

Consolidated Budget for Delivery of Applicable Career Services							
Consolidated budget for applicable career services reflecting each of the Partner's costs for the service delivery of each applicable career service, which includes all costs, including personnel, related to the administration and delivery of those services.							
Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-I Job Corps	T-I Native Am	T-I MSF	T-I YouthBuild
<b>Basic Career Services:</b> T-I Eligibility, Initial Assess Outreach, Intake, Orient, Labor Exchange, Referrals, LMI Support Service Info, UI Info, Fin Aid Info	ETR: \$883,010  Mono SSD: \$23,164  Inyo HHS: \$48,911  *KHSD: \$0.00	ETR: \$889,856  Mono SSD: \$34,796  Inyo HHS: \$39,687  *KHSD: \$0.00	ETR: \$199,533  Mono SSD: \$25,291  *KHSD: \$252,037	IEJCC: \$82,774	CIMC: \$188,738	KHSD: \$87,671	N/A
Applicable Career Services	T-II AEL	T-III WP	T-IV VR	Tech Ed	T-V OAA	JVSG	TAA
<b>Basic Career Services:</b> T-I Eligibility, Initial Assess Outreach, Intake, Orient, Labor Exchange, Referrals, LMI Support Service Info, UI Info, Fin Aid Info	FIELD: \$250,000 DJUHSD: \$134,578 KHSD: \$0.00 MUSD \$60,000 WUHSD \$140,897 TUSD \$10,500	EDD: \$2,119,381	DOR: \$4,612,068	BC: \$8,750  CCCC: \$22,500  TC: \$9,500	SER Jobs: \$22,503	EDD: \$275,410	EDD: \$71,410
Applicable Career Services	Comm Act	Housing	UI	SC	TANF		
<b>Basic Career Services:</b> T-I Eligibility, Initial Assess Outreach, Intake, Orient, Labor Exchange, Referrals, LMI Support Service Info, UI Info, Fin Aid Info	CAPK: \$0.00	HACK: \$145,000	EDD-UI: DCAF=\$174 UI Direct =\$281,034	LCCL: \$62,950	DHS: \$295,293  **KHSD: \$1,878,245		

Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-I Job Corps	T-I Native Am	T-I MSF	T-I YouthBuild
<b>Individual Career Services:</b> Comp Assessment, IEP, Career Plan Counsel, Short-Term Pre-Vocational, Internship/Extern/Work Experience, Financial Literacy, ESL, WF Prep	ETR: \$2,108,880 Mono SSD: \$15,442 *KHSD: \$191,250 INYO: \$20,000	ETR: \$1,461,098 Mono SSD: \$23,198 *KHSD: \$35,989 INYO: \$18,000 KHSD: \$21,250	ETR: \$2,547,122 Mono SSD: \$16,861 *KHSD: \$338,674	IEJCC: \$55,577	CIMC: \$70,098	KHSD: \$87,671	N/A
Applicable Career Services	T-II AEL	T-III WP	T-IV VR	Tech Ed	T-V OAA	JVS	TAA
<b>Individual Career Services:</b> Comp Assessment, IEP, Career Plan Counsel, Short-Term Pre-Vocational, Internship/Extern/Work Experience, Financial Literacy, ESL, WF Prep	FIELD: \$250,000 DJUHSD: \$112,720 KHSD: \$1,456,581 MUSD \$35,000 WUHSD \$28,000 TUSD \$40,000	EDD: \$374,009	DOR: \$18,448,270	BC: \$3,500 CCCC: \$41,500 TC: \$5,500	SER Jobs: \$22,503	EDD: \$48,611	EDD: \$12,601
Applicable Career Services	Comm Act	Housing	UI	SC	TANF		
<b>Individual Career Services:</b> Comp Assessment, IEP, Career Plan Counsel, Short-Term Pre-Vocational, Internship/Extern/Work Experience, Financial Literacy, ESL, WF Prep	CAPK: \$0.00	HACK: \$145,000	EDD: \$0.00	LCCL: \$251,800	DHS: \$4,750,000		

**Article XXVI. Infrastructure Funding Agreement for Affiliate and Specialized AJCCs:**

The Infrastructure Funding Agreement (IFA) must include infrastructure costs.

The following reflects the summarized IFA for the AJCC - Ridgecrest:

<b>RIDGECREST--540 Perdew 2024 - 2025</b>						
		<b>Contributors</b>				
<b>Cost Categories</b>	<b>Total Cost</b>	<b>ETR (Note: Net Cost after Partner reimbursement)</b>	<b>DHS</b>	<b>DOR</b>	<b>Value</b>	<b>Balance to Allocate</b>
	Partner Share	62.33%	37.67%	0.00%	1	
Rent*	43,329	27,007	16,322	-	43,329	0
ETR Only	0	0	-	-	0	
Utilities/Maintenance/Other Ops	108,960	67,915	41,045	-	108,960	0
Equipment	-	-	-	-	-	0
Marketing/Outreach Technology****	3,334	2,078	1,256	-	3,334	0
Totals with Total Partner Allocations & Remaining Allocation Amt	155,622	96,999	58,623	-	155,622	0
Estimated Monthly Costs	1,265	8,083	4,885	-	12,969	
Total Infrastructure to Be Allocated to Colocated Partners: \$						<b>155,622</b>

A more thorough and complete IFA for the AJCC - Ridgecrest is attached hereto and incorporated herein as Exhibit "F".

The following reflects the summarized IFA for the AJCC - Oildale:

<b>OLIVE DRIVE</b>						
		<b>Contributors</b>				
<b>Cost Categories</b>	<b>Total Cost</b>	<b>ETR</b>	<b>DHS</b>	<b>DOR</b>	<b>Value</b>	<b>Balance to Allocate</b>
	Equal Share	100.00%	0.00%	0.00%	1	=====
Rent	\$ 164,610	\$ 164,610	\$ -	\$ -	\$ 164,610	\$ -
Operational Costs Including Utilities/Maintenance*	\$ 197,273	\$ 197,273	\$ -	\$ -	\$ 197,273	\$ -
Operational Costs not included in Lease/Ops Costs*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment**	\$ 26	\$ 26	\$ -	\$ -	\$ 26	\$ -
Access Technology***	\$ 10,929	\$ 10,929	\$ -	\$ -	\$ 10,929	\$ -
Common Identifier****	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals with Total Partner Allocations & Remaining Allocation Amt	\$ 372,838	\$ 372,838	\$ -	\$ -	\$ 372,838	\$ -
Monthly Costs	\$ 31,070	\$ 31,070	\$ -	\$ -	\$ 31,070	\$ -
Total Infrastructure to Be Allocated to Colocated Partners: \$						<b>372,838</b>

A more thorough and complete IFA for the AJCC - Oildale is attached hereto and incorporated herein as Exhibit "G".

The following reflects the summarized IFA for the AJCC - Lake Isabella:

LAKE ISABELLA							
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole							
		Contributors					
Cost Categories	Total Cost	ETR	DHS	DOR	Value	Balance to Allocate	
	Equal Share	100.00%	0.00%	0.00%	<u>1</u>	=====	
Rent	\$ 32,521	\$ 32,521	\$ -	\$ -	\$ 32,521	\$ -	
Operational Costs Including Utilities/Maintenance*	\$ 89,045	\$ 89,045	\$ -	\$ -	\$ 89,045	\$ -	
Operational Costs not included in Lease/Ops Costs*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Equipment**	\$ 5,673	\$ 5,673	\$ -	\$ -	\$ 5,673	\$ -	
Access Technology***	\$ 3,644	\$ 3,644	\$ -	\$ -	\$ 3,644	\$ -	
Common Identifier****	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals with Total Partner Allocations & Remaining Allocation Amt	\$ 130,882	\$ 130,882	\$ -	\$ -	\$ 130,882	\$ -	
Monthly Costs	\$ 10,907	\$ 10,907	\$ -	\$ -	\$ 10,907	\$ -	
Total Infrastructure to Be Allocated to Colocated Partners:						\$ 130,882	

A more thorough and complete IFA for the AJCC - Lake Isabella is attached hereto and incorporated herein as Exhibit “H”.

The following reflects the summarized IFA for the AJCC - Walker:

MONO COUNTY WALKER						
		Contributors				
Cost Categories	Total Cost	ETR	DHS	Value	Balance to Allocate	
Rent	9,380	4,690	4,690	9,380	0	
Utilities/Maintenance Other Ops	5,124	2,562	2,562	5,124	0	
Equipment	3,173	3,173	-	3,173	0	X
Access Technology	-	-	-	-	0	
Common Identifier	3,000	3,000	-	3,000	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	20,677	13,425	7,252	20,677	0	
Estimated Monthly Costs	1,723	1,119	604	1,723		
Total Infrastructure to Be Allocated to Colocated Partners:					\$ 20,677.00	

A more thorough and complete IFA for the AJCC – Walker is attached hereto and incorporated herein as Exhibit “I”.

The following reflects the summarized IFA for the AJCC - Mammoth Lakes:

MONO COUNTY MAMMOTH LAKES						
		Contributors				
Cost Categories	Total Cost	ETR	DHS	Value	Balance to Allocate	
Rent	248,880	12,444	236,436	248,880	0	
Utilities/Maintenance Other Ops	-	-	-	-	0	
Equipment	1,416	1,416	-	1,416	0	X
Access Technology	-	-	-	-	0	
Common Identifier	-	-	-	-	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	250,296	13,860	236,436	250,296	0	
Estimated Monthly Costs	20,858	1,155	19,703	20,858		
Total Infrastructure to Be Allocated to Colocated Partners:					\$ 250,296.00	

A more thorough and complete IFA for the AJCC - Mammoth Lakes is attached hereto and incorporated herein as Exhibit "J".

The following reflects the summarized IFA for the AJCC - Inyo:

INYO COUNTY 1360 N. Main Street, Bishop							
		Contributors					
Cost Categories	Total Cost	WIOA	County Mental Health	Social Services	Value	Balance to Allocate	
	Equal Share	1%	4%	95%	1		
Rent	225,245	2,790	9,010	213,983	225,245	0	
Utilities/Maintenance Other Ops *	211,621	2,621	22	20,571	211,621	0	
Equipment**	525	525	-	-	525	0	X
Access Technology***	-	-	-	-	-	0	
Common Identifier****	-	-	-	-	-	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	437,391	5,936	9,032	234,554	437,391	0	
Estimated Monthly Costs	36,449	495	753	19,546	36,449		
Total INFrastructure to Be Allocated to Colocated Partners: \$ 437,391.00							

A more thorough and complete IFA for the AJCC – Inyo is attached hereto and incorporated herein as Exhibit "K".

The following reflects the summarized IFA for the AJCC – Business Center:

BUSINESS CENTER							
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole							
		Contributors					
Cost Categories	Total Cost	ETR	DHS	DOR	Value	Balance to Allocate	
	Equal Share	100.00%	0.00%	0.00%	<u>1</u>	=====	
Rent	\$ 128,433	\$ 128,433	\$ -	\$ -	\$ 128,433	\$ -	
Operational Costs Including Utilities/Maintenance*	\$ 190,441	\$ 190,441	\$ -	\$ -	\$ 190,441	\$ -	
Operational Costs not included in Lease/Ops Costs*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Equipment**	\$ 26	\$ 26	\$ -	\$ -	\$ 26	\$ -	
Access Technology***	\$ 12,025	\$ 12,025	\$ -	\$ -	\$ 12,025	\$ -	
Common Identifier****	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals with Total Partner Allocations & Remaining Allocation Amt	\$ 330,925	\$ 330,925	\$ -	\$ -	\$ 330,925	\$ -	
Monthly Costs	\$ 27,577	\$ 27,577	\$ -	\$ -	\$ 27,577	\$ -	
Total Infrastructure to Be Allocated to Colocated Partners:						\$ 330,925	

A more thorough and complete IFA for the AJCC – Business Center is attached hereto and incorporated herein as Exhibit "L".

The following reflects the summarized IFA for the AJCC – EPIC:



EPIC Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole							
		Contributors					
Cost Categories	Total Cost	ETR	DHS	DOR	Value	Balance to Allocate	
	Equal Share	100.00%	0.00%	0.00%	<u>1</u>	=====	
Rent	\$ 121,612	\$ 121,612	\$ -	\$ -	\$ 121,612	\$ -	
Operational Costs Including Utilities/Maintenance*	\$ 255,611	\$ 255,611	\$ -	\$ -	\$ 255,611	\$ -	
Operational Costs not included in Lease/Ops Costs*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Equipment**	\$ 32	\$ 32	\$ -	\$ -	\$ 32	\$ -	
Access Technology***	\$ 41,991	\$ 41,991	\$ -	\$ -	\$ 41,991	\$ -	
Common Identifier****	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals with Total Partner Allocations & Remaining Allocation Amt	\$ 419,245	\$ 419,245	\$ -	\$ -	\$ 419,245	\$ -	
Monthly Costs	\$ 34,937	\$ 34,937	\$ -	\$ -	\$ 34,937	\$ -	
Total Infrastructure to Be Allocated to Colocated Partners:						\$ 419,245	

A more thorough and complete IFA for the AJCC – EPIC is attached hereto and incorporated herein as Exhibit “M”.

The above matrixes incorporate the specific costs provided below:

- A. Infrastructure Costs are defined as non-personnel costs that are necessary for the general operation of the AJCC network, including, but not limited to:
  - a. Rental of the facilities;
  - b. Utilities and maintenance;
  - c. Equipment, including assessment-related products and assistive technology for individuals with disabilities;
  - d. Technology to facilitate access to the AJCC, including technology used for each center’s planning and outreach activities; and
  - e. Common identifier costs.
- B. The equipment, including assessment-related products and assistive technology for individuals with disabilities and technology to facilitate access to the AJCC, including technology used for each center’s planning and outreach activities identified above as Infrastructure Costs are more thoroughly identified in the Equipment Lists for each Affiliate and Specialized AJCC One-Stop Center in the LWDA. The Equipment Lists for the AJCC – Oildale, AJCC – Lake Isabella, AJCC – Business Center, and AJCC – EPIC is attached as Exhibit “D”.
- C. If an affiliate or specialized AJCC only has one colocated AJCC Partner within the AJCC, it is not required to negotiate the IFA as there are no cost sharing AJCC Partners.

## **Article XXVII. Miscellaneous Provisions**

1. Non-Discrimination and Equal Opportunity. The laws and regulations listed herein do not encompass all of the laws and regulations that govern the AJCC Partners in their respective roles under this MOU. The AJCC Partners expressly agree to comply with the federal and state laws and regulations listed below.

A. Consistent with WIOA, the AJCC Partners shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, national origin, physical disability (including HIV and AIDS), mental disability, medical condition(s), age (over 40), or marital status; nor shall the AJCC Partners deny family and medical care leave or pregnancy disability leave to employees entitled to such leave. The AJCC Partners shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and their employees and applicants or employment are free from such discrimination and harassment. The AJCC Partners shall comply with the provisions of Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and related, applicable regulations promulgated thereunder (Title 2, California Code of Regulations Section 7285 et seq.). Code of Regulations Section 8103 et seq. are incorporated into this MOU by reference and made a part hereof as if set forth in full. The AJCC Partners shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining agreement or other such agreement.

B. The KIM WDB and AJCC Partners will ensure that policies and procedures established by the AJCC as the One-Stop Center, and programs and service provided by and through the One-Stop Center are in compliance with the Americans with Disabilities Act of 1990 and its amendments (ADA), which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the ADA. Additionally, AJCC Partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37, and all other regulations implementing the aforementioned laws.

C. The AJCC Partners agree to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.

D. The AJCC Partners agree to comply with 29 CFR 94 and all other applicable state and federal laws pertaining to a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each AJCC Partner will make a good faith effort to ensure that none of its officers, employees, members, and subrecipient(s), and any independent contract(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

2. Severability. In the event that a provision or several provisions of this MOU is unenforceable or held to be unenforceable under applicable law, this MOU will continue in full force and effect without such provision(s) and will be enforceable in accordance with its terms.
3. Drug and Alcohol-free Workforce. AJCC Partners certify that it will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

4. Certification Regarding Lobbying. AJCC Partners shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.
5. Debarment and Suspension. All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.
6. Priority of Service. AJCC Partners certify that it will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. The AJCC Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.
7. Buy American Provision. AJCC Partners that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).
8. Salary Compensation and Bonus Limitations. AJCC Partners certify that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, EDD Directive WSD21-02 dated 08.16.21, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.
9. Non-Assignment. Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of the KIM WDB.
10. Entire Agreement. This MOU, including all exhibits attached hereto, embodies the entire agreement and understanding between the AJCC Partners hereto with respect to the subject matter of this MOU, and supersedes all prior or contemporaneous agreements and understandings other than this MOU relating to the subject matter hereof.
11. Governing Law. This MOU will be construed, interpreted, and enforced according to the laws of the State of California. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with the State of California or Federal requirements.

12. Unenforceable Provisions. In the event that a provision or several provisions of this MOU is/are unenforceable or held to be unenforceable under applicable law, this MOU will continue in full force and effect without such provision(s) and will be enforceable in accordance with its terms.
13. Third Parties. AJCC Partners hereto do not intend to benefit from any third parties and this agreement shall not be construed to confer any such benefit.
14. Amendment and Waiver. This MOU may be modified, altered, or revised, as necessary, through the mutual consent of all of the AJCC Partners and by the issuance of a written amendment, signed and dated by the AJCC Partners and approved by the KIM WDB. In addition, the Infrastructure Funding Agreements may be modified and/or updated yearly by the colocated AJCC Partners without having to modify the MOU. No provision of this MOU will be deemed to be or will constitute a waiver of any other provision of this MOU. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver unless stated therein.
15. Construction. The titles of the sections of this MOU are for convenience of reference only and are not to be considered in construing this MOU. Unless the context of this MOU clearly requires otherwise: (a) references to be plural include the singular, the plural, and the part the whole, (b) "or" has the inclusive meaning frequently identified with the phrase "and/or," (c) "including has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (d) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any references in this MOU to any statute, rule, regulation or agreement as it may be modified, varied, amended or supplemental from time to time.
16. Counterparts. This MOU may be in any number of counterparts, each of which will be deemed an original, but all together will constitute one instrument.

### **Authority and Signature**

In WITNESS THEREOF, the KERN, INYO, AND MONO WORKFORCE DEVELOPMENT BOARD and AJCC Partners have caused this Memorandum of Understanding to be executed by their respective officers and agents as of the day and year first above written.

APPROVED AS TO FORM  
Office of County Counsel

County of Kern

By: \_\_\_\_\_  
Joshua Rudnick, Deputy

By: \_\_\_\_\_  
Leticia Perez, Chair, Board of  
Supervisors

APPROVED AND RECOMMENDED AS TO  
CONTENT

Kern, Inyo, Mono Counties Workforce  
Development Board

By: \_\_\_\_\_  
Ian Journey, Chair

# Partner Signatures

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**KERN COUNTY EMPLOYERS' TRAINING RESOURCE**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** Kern County Employers' Training Resource
- 2. Mandated Partner Contact Person:** Brandon J. Evans, Chief Workforce Development Officer
- 3. Mandated Partner Address:** 1600 E. Belle Terrace, Bakersfield, CA 93307
- 4. Phone Number:** (661) 336-6957
- 5. Email Address:** [brandone@kerncounty.com](mailto:brandone@kerncounty.com)

Mandated Partner Federal Funding Streams for WIOA Partnership: (i) WIOA title I (B) Adult, Dislocated Worker, and Youth Programs.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Kern County Employers' Training Resource

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By: Brandon J. Evans  
Chief Workforce Development Officer

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Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**EMPLOYMENT DEVELOPMENT DEPARTMENT**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** Employment Development Department
- 2. Mandated Partner Contact Person:** Chistina Garza, Deputy Division Chief, Central Valley Region, EDD Southern Workforce Services Division
- 3. Mandated Partner Address:** 1600 E. Belle Terrace, Bakersfield, CA 93307
- 4. Phone Number:** (916) 639-4578
- 5. Email Address:** [christina.garza@edd.ca.gov](mailto:christina.garza@edd.ca.gov)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** (i) Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by Title III of WIOA, also providing the state's public labor exchange; (ii) Trade Adjustment Assistance (TAA), authorized under chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); and (iii) Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of Title 38, U.S.C.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Employment Development Department

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By: Christina Garza, Deputy Division  
Chief, Central Valley Region, EDD  
Southern Workforce Services Division

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Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**KERN COUNTY DEPARTMENT OF HUMAN SERVICES**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** Kern County Department of Human Services
- 2. Mandated Partner Contact Person:** Lito Morillo, Director
- 3. Mandated Partner Address:** 100 E. California Avenue, Bakersfield, CA 93307
- 4. Phone Number:** (661) 631-6550
- 5. Email Address:** [morillol@kerndhs.com](mailto:morillol@kerndhs.com)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Temporary Assistance for Needy Families (TANF), authorized under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.).

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Kern County Department of Human Services

\_\_\_\_\_  
By: Lito Morillo, Director

\_\_\_\_\_  
Date



**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**CALIFORNIA DEPARTMENT OF REHABILITATION**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** California Department of Rehabilitation
- 2. Mandated Partner Contact Person:** Shayn Anderson, MS Regional Director, Department of Rehabilitation, San Joaquin Valley District
- 3. Mandated Partner Address:** 2550 Mariposa Mall, Room 2000, Fresno, California 93721
- 4. Phone Number:** (559) 445-6080
- 5. Email Address:** [shayn.anderson@dor.ca.gov](mailto:shayn.anderson@dor.ca.gov)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by Title IV of WIOA.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

California Department of Rehabilitation

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By: Shayn Anderson, MS Regional Director,  
Department of Rehabilitation,  
San Joaquin Valley District

---

Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**INLAND EMPIRE JOB CORPS CENTER**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** Inland Empire Job Corps Center
- 2. Mandated Partner Contact Person:** Suzanne Schaeffer, Director
- 3. Mandated Partner Address:** 3173 Kerry Street, San Bernardino, CA 92427
- 4. Phone Number:** (909) 887-6305
- 5. Email Address:** [schaeffer.suzanne@jobcorps.org](mailto:schaeffer.suzanne@jobcorps.org)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Job Corps, WIOA Title I, Subtitle C.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Inland Empire Job Corps Center

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By: Suzanne Schaeffer, Director

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Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**NONE**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** None
- 2. Mandated Partner Contact Person:** None
- 3. Mandated Partner Address:** None
- 4. Phone Number:** None
- 5. Email Address:** None

**Mandated Partner Federal Funding Streams for WIOA Partnership:** YouthBuild WIOA Section 171 (29 USC 3226).

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

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

\_\_\_\_\_  
Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**NONE**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** None
- 2. Mandated Partner Contact Person:** None
- 3. Mandated Partner Address:** None
- 4. Phone Number:** None
- 5. Email Address:** None

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Migrant Seasonal Farmworkers (29 USC 3226).

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

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

\_\_\_\_\_  
Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**CERRO COSO COMMUNITY COLLEGE**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** Cerro Coso Community College
- 2. Mandated Partner Contact Person:** Deborah Martin, Chief Financial Officer, Kern Community College District, on behalf of Cerro Coso Community College
- 3. Mandated Partner Address:** 3000 College Heights Boulevard, Ridgecrest, CA 93555
- 4. Phone Number:** (661) 395-4011
- 5. Email Address:** [melissa.thornberry@kccd.edu](mailto:melissa.thornberry@kccd.edu)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 20 U.S.C. 2301 et seq.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Cerro Coso Community College

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By: Melissa Thornberry, Chief  
Financial Office Kern Community College  
District, on behalf of  
Cerro Coso Community College

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Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**BAKERSFIELD COLLEGE**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** Bakersfield College
- 2. Mandated Partner Contact Person:** Deborah Martin, Chief Financial Officer, Kern Community College District, on behalf of Bakersfield College
- 3. Mandated Partner Address:** 1801 Panorama Drive, Bakersfield, CA 93306
- 4. Phone Number:** (661) 395-4011
- 5. Email Address:** [melissa.thornsberry@kccd.edu](mailto:melissa.thornsberry@kccd.edu)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 20 U.S.C. 2301 et seq.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Bakersfield College

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By: Melissa Thornsberry, Chief  
Financial Officer, on behalf of Bakersfield  
College

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Date:

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER  
  
KERN COMMUNITY COLLEGE DISTRICT**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** Kern Community College District
- 2. Mandated Partner Contact Person:** Deborah Martin, Chief Financial Officer, Kern Community College District
- 3. Mandated Partner Address:** 2100 Chester Avenue, Bakersfield, CA 93301
- 4. Phone Number:** (661) 336-5124
- 5. Email Address:** [melissa.thornsberry@kccd.edu](mailto:melissa.thornsberry@kccd.edu)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 20 U.S.C. 2301 et seq.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Kern Community College District

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By: Melissa Thornsberry, Chief  
Financial Officer, Kern Community College  
District

---

Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**TAFT COLLEGE**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** Taft College
- 2. Mandated Partner Contact Person:** Leslie Minor, Ph.D., Interim Superintendent/President
- 3. Mandated Partner Address:** 29 Cougar Court, Taft, CA 93268
- 4. Phone Number:** (661) 763-7710
- 5. Email Address:** [lminor@taftcollege.edu](mailto:lminor@taftcollege.edu)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 20 U.S.C. 2301 et seq.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Taft College

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By: Leslie Minor, Ph.D.  
Interim Superintendent/President

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Date



**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER  
  
KERN HIGH SCHOOL DISTRICT**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** Kern High School District
- 2. Mandated Partner Contact Person:** Scott Odlin, Assistant Superintendent
- 3. Mandated Partner Address:** 5801 Sundale Avenue, Bakersfield, CA 93309
- 4. Phone Number:** (661) 827-3149
- 5. Email Address:** [scott\\_odlin@kernhigh.org](mailto:scott_odlin@kernhigh.org)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** WIOA title II Adult Education and Family Literacy Act (AEFLA) program.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Kern High School District

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By: Scott Odlin, Assistant  
Superintendent

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Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**EMPLOYMENT DEVELOPMENT DEPARTMENT – UNEMPLOYMENT INSURANCE**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** Employment Development Department – Unemployment Insurance
- 2. Mandated Partner Contact Person:** Carlos Beltran, Employment Development Administrator
- 3. Mandated Partner Address:** EDD UI Center San Diego #049, 1350 Front Street, Room 1047, San Diego, CA 92101
- 4. Phone Number:** (619) 525-4619
- 5. Email Address:** [carlos.beltran@edd.ca.gov](mailto:carlos.beltran@edd.ca.gov)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Unemployment Insurance (UI) programs under state unemployment compensation laws.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Employment Development Department  
Unemployment Insurance

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By: Carlos Beltran,  
Employment Development Administrator

---

Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER  
COMMUNITY ACTION PARTNERSHIP OF KERN**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** Community Action Partnership of Kern
- 2. Mandated Partner Contact Person:** Jeremy Tobias, Chief Executive Officer
- 3. Mandated Partner Address:** 5005 Business Park North, Bakersfield, CA 93309
- 4. Phone Number:** (661) 336-5236
- 5. Email Address:** [jtobias@capk.org](mailto:jtobias@capk.org)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.).

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Community Action Partnership of Kern

---

By: Jeremy Tobias, Executive Director

---

Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**SER – JOBS FOR PROGRESS, INC.**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** SER – Jobs for Progress, Inc.
- 2. Mandated Partner Contact Person:** Jesus Padron, President/CEO
- 3. Mandated Partner Address:** 255 N. Fulton Avenue, Suite 106, Fresno, CA 93701
- 4. Phone Number:** (559) 452-0881
- 5. Email Address:** [jesuspadron@sercalifornia.org](mailto:jesuspadron@sercalifornia.org)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Senior Community Service Employment Program (SCSEP), authorized by title V of Older Americans Act of 1965 (42 U.S.C. 3056 et seq.).

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

SER – Jobs for Progress, Inc.

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By: Jesus Padron, President/CEO

---

Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**CALIFORNIA INDIAN MANPOWER CONSORTIUM, INC.**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** California Indian Manpower Consortium, Inc.
- 2. Mandated Partner Contact Person:** Lorenda T. Sanchez, Executive Director
- 3. Mandated Partner Address:** 738 North Market Boulevard, Sacramento, CA 95834
- 4. Phone Number:** (916) 920-0285
- 5. Email Address:** [lorendas@cimcinc.com](mailto:lorendas@cimcinc.com)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

California Indian Manpower Consortium, Inc.

\_\_\_\_\_  
By: Lorenda T. Sanchez, Executive Director

\_\_\_\_\_  
Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**DELANO JOINT UNION HIGH SCHOOL DISTRICT**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** Delano Joint Union High School District
- 2. Mandated Partner Contact Person:** Jason Garcia, Superintendent
- 3. Mandated Partner Address:** 1720 Norwalk Street, Delano, CA 93215
- 4. Phone Number:** (661) 720-4101
- 5. Email Address:** [jgarcia@djuhsd.org](mailto:jgarcia@djuhsd.org)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** WIOA title II Adult Education and Family Literacy Act (AEFLA) program.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Delano Joint Union High School District

\_\_\_\_\_  
By: Jason Garcia, Superintendent

\_\_\_\_\_  
Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**MCFARLAND UNIFIED SCHOOL DISTRICT**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** McFarland Unified School District
- 2. Mandated Partner Contact Person:** Samuel A. Resendez, Superintendent
- 3. Mandated Partner Address:** 601 Second Street, McFarland, CA 93250
- 4. Phone Number:** (661) 792-3081
- 5. Email Address:** [saresendez@mcfarland.k12.ca.us](mailto:saresendez@mcfarland.k12.ca.us)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** WIOA title II Adult Education and Family Literacy Act (AEFLA) program.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

McFarland Unified School District

\_\_\_\_\_  
By: Samuel A. Resendez, Superintendent

\_\_\_\_\_  
Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**WASCO UNION HIGH SCHOOL DISTRICT**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** Wasco Union High School District
- 2. Mandated Partner Contact Person:** Kevin Tallon, District Superintendent
- 3. Mandated Partner Address:** 2100 Seventh Street, Wasco, CA 93280
- 4. Phone Number:** (661) 758-7414
- 5. Email Address:** [ketallon@wascohsd.org](mailto:ketallon@wascohsd.org)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** WIOA title II Adult Education and Family Literacy Act (AEFLA) program.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Wasco Union High School District

\_\_\_\_\_  
By: Kevin Tallon, District Superintendent

\_\_\_\_\_  
Date



**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**TEHACHAPI UNIFIED SCHOOL DISTRICT**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** Tehachapi Unified School District
- 2. Mandated Partner Contact Person:** Francis Lynch, Interim Superintendent
- 3. Mandated Partner Address:** 300 South Robinson Street, Tehachapi, CA 93561
- 4. Phone Number:** (661) 822-2100
- 5. Email Address:** [flynch@tehachapiusd.com](mailto:flynch@tehachapiusd.com)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** WIOA title II Adult Education and Family Literacy Act (AEFLA) program.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Tehachapi Unified School District

\_\_\_\_\_  
By: Francis Lynch, Interim Superintendent

\_\_\_\_\_  
Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER  
FARMWORKERS INSTITUTE FOR EDUCATION & LEADERSHIP DEVELOPMENT**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** Farmworkers Institute for Education & Leadership Development
- 2. Mandated Partner Contact Person:** Ines DeLuna, President/CEO
- 3. Mandated Partner Address:** 2240 S. Union Avenue, Bakersfield, CA 93307
- 4. Phone Number:** (877) 877-1112
- 5. Email Address:** [ideluna@fieldinstitute.org](mailto:ideluna@fieldinstitute.org)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** WIOA title II Adult Education and Family Literacy Act (AEFLA) program.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Farmworkers Institute for Education  
& Leadership Development

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By: Ines DeLuna, President/CEO

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Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**LATINO COALITION FOR COMMUNITY LEADERSHIP**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** Latino Coalition for Community Leadership
- 2. Mandated Partner Contact Person:** Richard Paul Morales, President/CEO
- 3. Mandated Partner Address:** 1201 24<sup>th</sup> Street, Suite B110, Bakersfield, CA 93301
- 4. Phone Number:** (720) 530-8942
- 5. Email Address:** [rpmorales@latinocoalition.org](mailto:rpmorales@latinocoalition.org)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Latino Coalition for Community Leadership

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By: Richard Paul Morales, President/CEO

---

Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**INYO COUNTY HEALTH AND HUMAN SERVICES**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** Inyo County Department of Health and Human Services
- 2. Mandated Partner Contact Person:** Anna Scott, HHS Director
- 3. Mandated Partner Address:** 1360 N. Main Street, Bishop, CA 93514
- 4. Phone Number:** (760) 873-3305
- 5. Email Address:** [ascott@inyocounty.us](mailto:ascott@inyocounty.us)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** WIOA Title I (B) Adult and Dislocated Worker Programs.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Inyo County Department of Health and  
Human Services

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By: Anna Scott, HHS Director

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Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

**MONO COUNTY HEALTH AND HUMAN SERVICES**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** Mono County Health and Human Services
- 2. Mandated Partner Contact Person:** Kathryn Peterson, Director
- 3. Mandated Partner Address:** 1290 Tavern Road, Suite 229, Mammoth Lakes, CA 93546
- 4. Phone Number:** (760) 924-1763
- 5. Email Address:** [kpeterson@mono.ca.gov](mailto:kpeterson@mono.ca.gov)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** WIOA Title I (B) Adult, Dislocated Worker, and Youth Programs.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Mono County Health and Human Services

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By: Kathryn Peterson, Director

---

Date

**AGREEMENT OF PARTNERSHIP BY  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT  
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER  
  
HOUSING AUTHORITY OF THE COUNTY OF KERN**

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

**Mandated Partner contact information:**

- 1. Mandated Partner:** Housing Authority of the County of Kern
- 2. Mandated Partner Contact Person:** Stephen Pelz, Executive Director
- 3. Mandated Partner Address:** 601 24<sup>th</sup> Street, Bakersfield, CA 93301
- 4. Phone Number:** (661) 631-8500
- 5. Email Address:** [spelz@kernha.org](mailto:spelz@kernha.org)

**Mandated Partner Federal Funding Streams for WIOA Partnership:** Housing & Urban Development.

**Signature:**

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2025, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Housing Authority of the County of Kern

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By: Stephen Pelz, Executive Director

---

Date

EXHIBIT "A"  
System Map

## Comprehensive One-Stop Center

### Bakersfield

1600 E. Belle Terrace  
Bakersfield, CA 93307  
Phone: (661) 325-4473

### AJCC Affiliate Sites - Kern County

#### Delano

707 Main Street, Ste 5  
Delano, CA 93215  
Phone: (661) 721-5800

#### Oildale

1129 Olive Drive, Suite H  
Bakersfield, CA 93308  
Phone: (661) 336-6700

#### Lake Isabella

5540 Lake Isabella Blvd, Suite E-3  
Lake Isabella, CA 93240  
Phone: (760) 379-2074

#### Ridgecrest

540 Perdew Ave, Suite B-2  
Ridgecrest, CA 93555  
Phone: (760) 384-5995

## Specialty Sites

### Business Center

1129 Olive Drive, Suite C  
Bakersfield, CA 93308  
Phone: (661) 336-6650

### EPIC Center

2211 H Street  
Bakersfield, CA 93301  
Phone: (661) 336-6460

### AJCC Affiliate Sites - Mono & Inyo

#### Mammoth Lakes

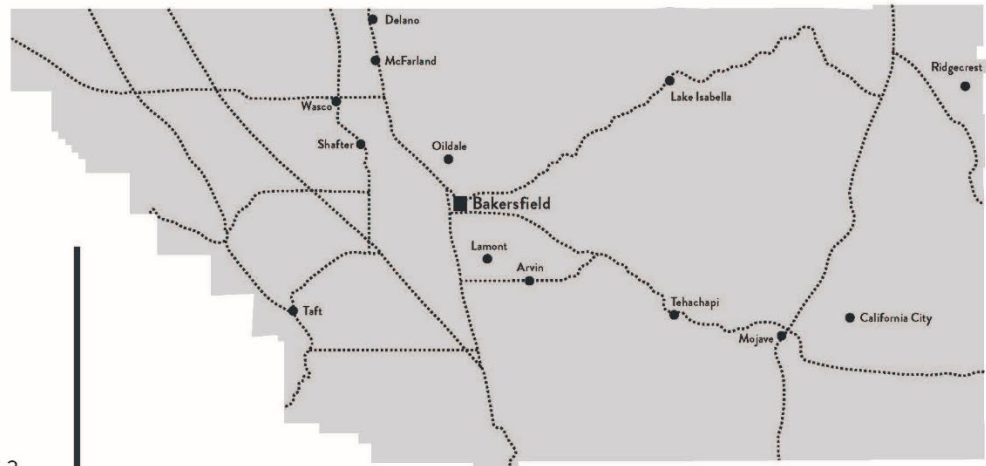
1290 Tavern Road, Suite 229  
Mammoth Lakes, CA 93546

#### Walker

107384 South Highway 395  
Walker, CA 96107

#### Bishop

1360 N. Main Street  
Bishop, CA 93514



### Partner Services: Department of Human Services Sites

#### Lamont

10215 Stobaugh Street  
Lamont, CA 93241

#### Shafter

115 Central Valley Highway  
Shafter, CA 93263

#### Mojave

2300 Highway 58  
Mojave, CA 93501

#### Taft

119 North 10th Street  
Taft, CA 93268

ETR JS 207 | UPDATED 12.2024

This Workforce Innovation and Opportunity Act Equal Opportunity Employer/Program is funded by the U.S. Department of Labor's Employment and Training Administration. For full federal funding disclosure details, visit [employertrainingresource.com/wdb/federal-funding-disclosure](https://employertrainingresource.com/wdb/federal-funding-disclosure). Auxiliary aids and services available upon request.

Connect with Us



**(661) 325-HIRE**  
[employertrainingresource.com](https://employertrainingresource.com)



EXHIBIT "B"  
Referral Chart

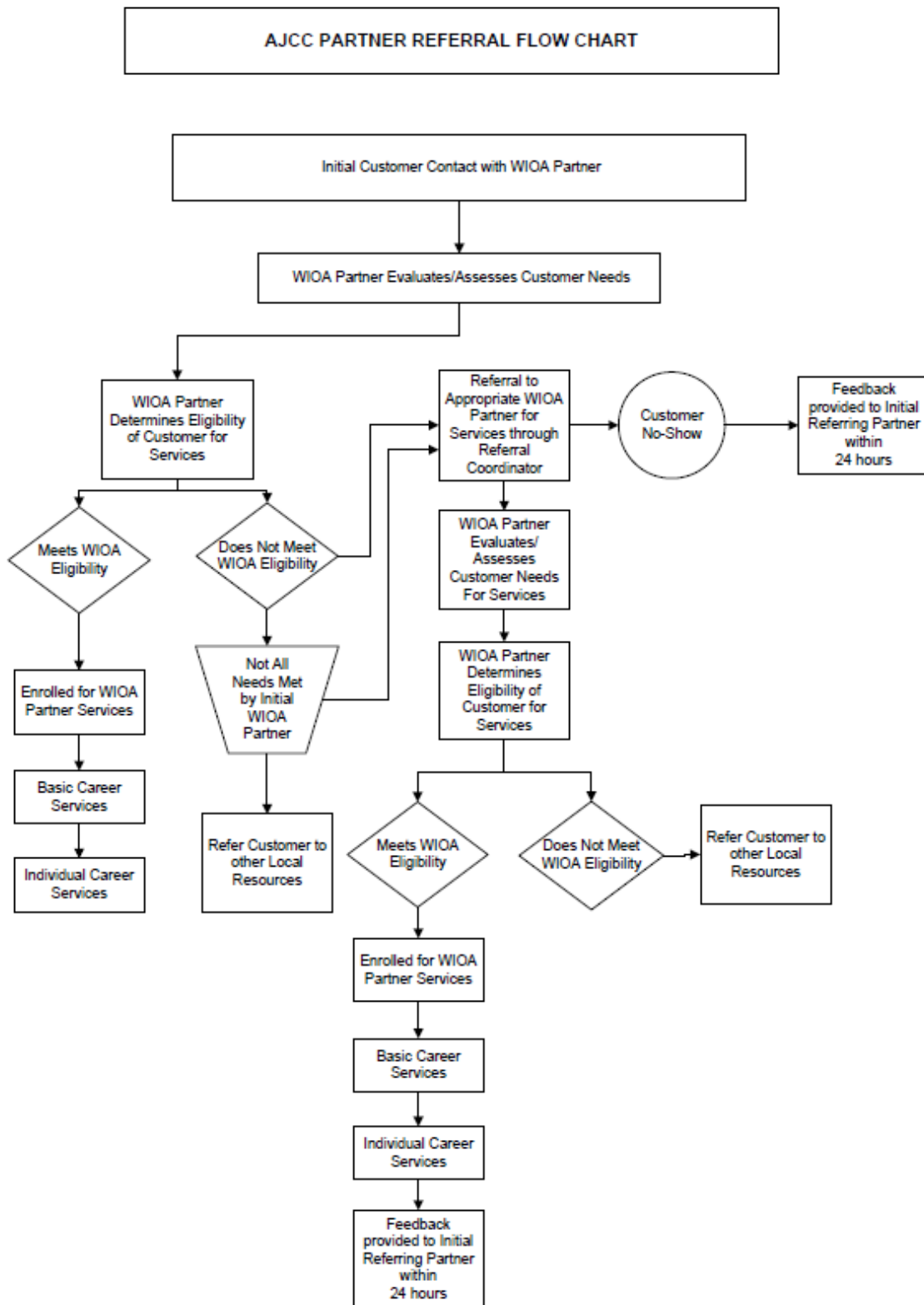


EXHIBIT "C"  
SE AJCC

SOUTHEAST AJCC							
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole							
		Contributors					
Cost Categories	Total Cost	ETR	EDD	DHS	DOR	Value	Balance to Allocate
	Equal Share	72.16%	15.26%	6.96%	5.62%	<u>1</u>	=====
Rent	\$ 694,710	\$ 501,303	\$ 106,013	\$ 48,352	\$ 39,043	\$ 694,710	\$ -
Operational Costs Including Utilities/Maintenance*	\$ 227,022	\$ 163,819	\$ 34,644	\$ 15,801	\$ 12,759	\$ 227,022	\$ -
Operational Costs not included in Lease/Ops Costs*	\$ 95,086	\$ 95,086	\$ -	\$ -	\$ -	\$ 95,086	\$ -
Equipment**	\$ 211	\$ 152	\$ 32	\$ 15	\$ 12	\$ 211	\$ -
Access Technology***	\$ 99,234	\$ 71,607	\$ 15,143	\$ 6,907	\$ 5,577	\$ 99,234	\$ -
Common Identifier****	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals with Total Partner Allocations & Remaining Allocation Amt	\$ 1,116,262	\$ 805,495	\$ 170,342	\$ 77,692	\$ 62,734	\$ 1,021,177	\$ -
Monthly Costs	\$ 93,022	\$ 67,125	\$ 14,195	\$ 6,474	\$ 5,228	\$ 85,098	\$ -
Total Infrastructure to Be Allocated to Colocated Partners: \$							1,116,262
AJCC Infrastructure Budget							
Southeast AJCC							
KIM's Network of Comprehensive AJCCs							
Cost Category/Line Item		Line Item Cost Detail				Cost	
RENT							
7650 - RENTS & LEASES, STRUCTURES		Paid by Partners				\$	694,710
Rental Cost Subtotals:						\$	694,710
Utilities & Maintenance							
6841 - COMM-TELEPHONE & TELEGRAPH		Paid by Partners				\$	124,897
6900 - INSURANCE		Paid by Partners				\$	32,582
7001 - MAINT STRUCT, IMP & GRNDS-GENL		Paid by Partners				\$	1,967
7450 - OFFICE EXPENSE		Paid by Partners				\$	35,399
7458 - OFFICE EXPENSE-COPIER		Paid by Partners				\$	40,335
7460 - OFFICE EXP-IT		Paid by Partners				\$	42,586
7500 - PROF & SPEC SERVICES		Paid by Partners				\$	37,024
7525 - PSS/DATA PROCESSING		Paid by Partners				\$	182,684
7546 - PSS/DEPT SALARY REIMB		Paid by Partners				\$	166,454
7700 - SPECIAL DEPARTMENTAL EXPENSE		Paid by Partners				\$	8,570
7780 - UTILITIES		Paid by Partners				\$	7
LESS OPERATION COST PAID TO COUNTY		Paid by Partners				\$	(445,482)
Utilities & Maintenance Cost Subtotals:						\$	227,022
Equipment							
7630 - RENTS & LEASES, EQUIPMENT		Paid by Partners				\$	211
(with "x" value of equipment is deleted in cost spread)Value with New Equipment:						\$	211
Value without New Equipment						\$	-
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)							
7725 - SDE/PROMOTION		Paid by Partners				\$	99,234
Technology to Facilitate Access to the AJCC						\$	99,234
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)(See COMMON AJCC COSTS for Details)							
						\$	-
Common Identifier Subtotal:						\$	-
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS							
SEAJCC							
COST CATEGORY						TOTAL COST	
Subtotal: Rental Costs						\$	694,710
Subtotal: Utilities & Maintenance Costs						\$	227,022
Subtotal: Equipment Costs						\$	211
Subtotal: Technology to Facilitate Access Costs						\$	99,234
Subtotal: Common Identifier Costs						\$	-
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:						\$	1,021,177

EXHIBIT "D"  
Equipment Lists

# Equipment Costs

By Location  
2024-2025

Location	Sublocation	Equipment	Qty	Cost	Sum of Total
Southeast AJCC	1st Floor Reception/Lobby	Fax/Copier	1	2,687.50	2,687.50
	1st Floor Reception/Lobby	FOB	1	246.93	246.93
	1st Floor Reception/Lobby	Monitor	2	289.99	1,159.98
	1st Floor Reception/Lobby	PC	2	1,305.83	5,223.32
	1st Floor Reception/Lobby	Phone	1	336.88	336.88
	1st Floor Reception/Lobby	Printer	1	949.99	949.99
	1st Floor Reception/Lobby Total				10,604.58
	2nd Floor West Wing Lobby	Copier	1	1,096.56	1,096.56
	2nd Floor West Wing Lobby	HP Printer	1	949.99	949.99
	2nd Floor West Wing Lobby	Monitor	1	289.99	289.99
	2nd Floor West Wing Lobby	PC	1	1,305.83	1,305.83
	2nd Floor West Wing Lobby Total				3,642.37
	Classroom #1	Copier	1	1,096.56	1,096.56
	Classroom #1	Monitor	2	615.80	1,231.20
	Classroom #1		7	289.99	2,029.93
	Classroom #1	PC	2	1,305.83	2,611.66
	Classroom #1		7	1,305.83	9,140.81
	Classroom #1	Printer	2	949.99	1,899.98
	Classroom #1 Total				18,010.14
	Classroom #2	Monitor	4	289.99	1,159.96
	Classroom #2	PC	4	1,305.83	5,223.32
	Classroom #2	Printer	1	549.99	549.99
	Classroom #2 Total				6,933.27
	Phone Infrastructure for 1600 E. Belle Terrace	DHCP Firewall	1	199.00	199.00
	Phone Infrastructure for 1600 E. Belle Terrace	Phone Switches	6	2,779.37	16,676.22
	Phone Infrastructure for 1600 E. Belle Terrace Total				16,875.22
	Resource Room	Accessories	1	6,000.00	6,000.00
	Resource Room	Copier	1	1,096.56	1,096.56
	Resource Room			3,289.56	3,289.56
	Resource Room	FOB	1	246.93	246.93
	Resource Room	PC	2	1,305.83	2,611.66
	Resource Room		23	1,305.83	30,034.09
	Resource Room	Printer	1	949.99	949.99
	Resource Room	Scanner	1	2,687.50	2,687.50
	Resource Room Total				46,916.29
Southeast AJCC Total					102,981.87
Grand Total					102,981.87

Location	Sublocation	Equipment	Qty	Cost	Sum of Total
Ridgecrest	Reception/Lobby/Resource Room	FOB	1	246.93	246.93
	Reception/Lobby/Resource Room	Monitor	1	289.99	289.99
	Reception/Lobby/Resource Room		5	289.99	1,449.95
	Reception/Lobby/Resource Room		6	289.99	1,739.94
	Reception/Lobby/Resource Room	PC	1	1,305.83	1,305.83
	Reception/Lobby/Resource Room		5	1,305.83	6,529.15
	Reception/Lobby/Resource Room		6	1,305.83	7,834.98
	Reception/Lobby/Resource Room Total				19,396.77
Ridgecrest Total					19,396.77
Grand Total					19,396.77

Location	Sublocation	Equipment	Qty	Cost	Sum of Total
EPIC	Reception/Lobby	Copier	1	5,800.00	5,800.00
	Reception/Lobby	Monitor	5	289.99	1,449.95
	Reception/Lobby	PC	5	950.00	4,750.00
	Reception/Lobby Total				11,999.95
	Resource Room	CPU	2	1,100.00	2,200.00
	Resource Room	Fax - Data Carc	1	100.00	100.00
	Resource Room	Laptop	3	1,300.00	3,900.00
	Resource Room	Monitor	2	300.00	600.00
	Resource Room		10	219.00	2,190.00
	Resource Room	PC	10	900.00	9,000.00
	Resource Room	Printer	2	650.00	1,300.00
	Resource Room		3	350.00	1,050.00
	Resource Room Total				20,340.00
EPIC Total					32,339.95
Grand Total					32,339.95

Location	Sublocation	Equipment	Qty	Cost	Sum of Total
Lake Isabella	Reception/Lobby	FOB	1	246.93	246.93
	Reception/Lobby	Monitor	1	289.99	289.99
	Reception/Lobby	PC	1	1,305.83	1,305.83
	Reception/Lobby Total				1,842.75
	Resource Room	Copier	1	3,864.00	3,864.00
	Resource Room	Fax	1	500.00	500.00
	Resource Room	Monitor	4	289.99	1,159.96
	Resource Room	PC	4	1,305.83	5,223.32
	Resource Room	Printer	1	949.99	949.99
	Resource Room Total				11,697.27
Lake Isabella Total					13,540.02
Grand Total					13,540.02

Location	Sublocation	Equipment	Qty	Cost	Sum of Total
Oildale	Classroom #1	Monitor	20	289.99	5,799.80
	Classroom #1	PC	20	1,305.83	26,116.60
	Classroom #1 Total				31,916.40
	Classroom #2	Monitor	24	289.99	6,959.76
	Classroom #2	PC	24	1,305.83	31,339.92
	Classroom #2 Total				38,299.68
	Reception/Lobby	Copier	1	3,864.00	3,864.00
	Reception/Lobby	FOB	1	246.93	246.93
	Reception/Lobby	Monitor	2	289.99	579.98
	Reception/Lobby	PC	2	1,305.83	2,611.66
	Reception/Lobby Total				7,302.57
	Resource Room	Copier	1	3,864.00	3,864.00
	Resource Room	Fax	1	500.00	500.00
	Resource Room	Monitor	18	289.99	5,219.82
	Resource Room	PC	18	1,305.83	23,504.94
	Resource Room	Printer	1	949.99	949.99
	Resource Room Total				34,038.75
Oildale Total					111,557.40
Grand Total					111,557.40

Location	Sublocation	Equipment	Qty	Cost	Sum of Total
Back-to-Work Center	Reception/Lobby	FOB	1	246.93	246.93
	Reception/Lobby	Monitor	2	289.99	579.98
	Reception/Lobby	PC	2	1,305.83	2,611.66
	Reception/Lobby	Printer	1	949.99	949.99
	Resource Room Total				4,388.56
	Resource Room	PC	5	1,305.83	6,529.15
	Resource Room Total				6,529.15
	Resource Room	Copier	1	3,864.00	3,864.00
	Resource Room	Fax	1	500.00	500.00
	Resource Room	Monitor	5	289.99	1,449.95
	Resource Room	Printer	1	949.99	949.99
	Resource Room Total				6,763.94
Back-to-Work Center Total					17,681.65
Grand Total					17,681.65

**EXHIBIT “E”**  
**Marketing/Outreach**

<b>Marketing/Outreach Technology to Facilitate Access to the AJCC</b>													
see attached itemized cost of equipment (note: these costs are maintenance & operational costs)													
Item	Additional details	NA for CY	Total Cost	COSTS NOT INCLUDED IN AJCC									
				Southeast	Ridgecrest	Taft	Lake Isabella	Delano	Olive Dr.	TBC	EPIC	Shafter	
				59%	3%	6%	13%	0%	11%	0%	8%	0%	
Xerox Copier & Outreach Equipment Maintenance Costs	Large Color Production Copier (Average re: 25k/month)		24,007.12	14,056	819	1,397	3,178	-	2,662	-	1,895	-	
Large Color Sign Printer	Approximately \$1k (Annual Maintenance)	X		-	-	-	-	-	-	-	-	-	
B&W High Capacity Production Copier Minolta (BizHub)	Approximate 100k-150k copies annually	X		-	-	-	-	-	-	-	-	-	
Cost of creation and maintenance of a center Website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services (Does not include data systems or case management systems specific to individual program partners.)	ITS Website Maintenance Charges at \$10,821.60/FY 2021-22 shared amongst 6 AJCC locations based on AJCC Traffic & then to be shared amongst partners		27,959.70	16,370	954	1,627	3,701	-	3,100	-	2,207	-	
IT Contracted WAN Support & Equipment Maintenance	ITS Charges for Phone Equipment and WAN Support for CY		317,139.78	185,682	10,817	18,460	41,982	-	35,161	-	25,037	-	
Cost of maintenance of a center's IT-Infrastructure and operations that provides outreach to customers by providing IT support to AJCC services and/or provides direct service access to AJCC services (Does not include data systems or case management systems specific to individual program partners.)	ITS Infrastructure Maintenance Charges which support ETR IT staff 6 AJCC locations (SEAJCC, Delano, Ridgecrest, Lake Isabella, BTW Center, & Oildale) 10 PCs & Other Routers, Switches, Etc. & WinServer for DHCP (\$131.30) Phones (Does not include Equipment Costs, only estimates as to connectivity and operations)		35,268.12	20,649	1,203	2,053	4,669	-	3,910	-	2,784	-	
Licensing for AJCC computers:	ACT, LanSchool, Nuance Pragon, Rosetta Stone, Win Learning, Zoom Text		68,654.00	40,196	2,342	3,996	9,088	-	7,612	-	5,420	-	
<b>Technology to Facilitate Access to the AJCC:</b>			<b>473,029</b>	<b>276,954</b>	<b>16,135</b>	<b>27,534</b>	<b>62,618</b>	<b>-</b>	<b>52,444</b>	<b>-</b>	<b>37,345</b>	<b>-</b>	
<b>Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)</b>													
		NA for CY	Total Cost	Southeast	Ridgecrest	Taft	Lake Isabella	Delano	Oildale	BTWC	EPIC	Shafter	
Creating New AJCC Signage (SEAJCC)	Estimated Cost \$2500-\$3000 (AJCC Window Graphic & Pylon sign change)	X		-	-	-	-	-	-	-	-	-	
Creating New AJCC Signage (Ridgecrest)	Estimated Cost \$1500-\$2000 (AJCC Window Graphic & Pylon sign change)	X		-	-	-	-	-	-	-	-	-	
Creating New AJCC Signage (Delano)	Estimated Cost \$2000-\$2500 (AJCC Window Graphic & Pylon sign change)	X		-	-	-	-	-	-	-	-	-	
Olive Drive Signage	Only ETR Costs due to no colocated partners		6857.12	6,857	-	-	-	-	-	-	-	-	
Outreach PC- & Monitor	90% of --4 PCs & Monitors (\$1287.61+219.05)	X		-	-	-	-	-	-	-	-	-	
Outreach Software	90% of Activity is used for AJCC Annual Cost Corel (5x\$250), Adobe (5x\$674), Graphics (\$3600), Constant Contact (\$500) PLUS Annual Cost of PC WindowsOS/MS Suite/Office365/AV for 5(505)		45,923.34	26,888	1,566	2,673	6,079	-	5,091	-	3,626	-	
<b>Common Identifier Subtotal:</b>			<b>52,780</b>	<b>33,745</b>	<b>1,566</b>	<b>2,673</b>	<b>6,079</b>	<b>-</b>	<b>5,091</b>	<b>-</b>	<b>3,626</b>	<b>-</b>	

**EXHIBIT "F" – Ridgcrest AJCC**

RIDGECREST AJCC						
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole						
		Contributors				
Cost Categories	Total Cost	ETR	DHS	DOR	Value	Balance to Allocate
	Equal Share	62.33%	37.67%	0.00%	1	=====
Rent	\$ 43,329	\$ 27,007	\$ 16,322	\$ -	\$ 43,329	\$ 0
Operational Costs Including Utilities/Maintenance*	\$ 108,960	\$ 67,915	\$ 41,045	\$ -	\$ 108,960	\$ -
Operational Costs not included in Lease/Ops Costs*	\$ 3,741	\$ 3,741	\$ -	\$ -	\$ 3,741	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Technology***	\$ 3,334	\$ 2,078	\$ 1,256	\$ -	\$ 3,334	\$ -
Common Identifier****	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals with Total Partner Allocations & Remaining Allocation Amt	\$ 159,363	\$ 99,331	\$ 60,032	\$ -	\$ 159,363	\$ -
Monthly Costs	\$ 13,280	\$ 8,278	\$ 5,003	\$ -	\$ 13,280	\$ -
Total Infrastructure to Be Allocated to Colocated Partners:					\$	159,363
AJCC Infrastructure Budget						
RIDGECREST AJCC						
KIM's Network of Comprehensive AJCCs						
Cost Category/Line Item		Line Item Cost Detail			Cost	
RENT						
7650 - RENTS & LEASES, STRUCTURES		Paid by Partners			\$ 43,329	
Rental Cost Subtotals:					\$ 43,329	
Utilities & Maintenance						
6841 - COMM-TELEPHONE & TELEGRAPH		Paid by Partners			\$ 3,896	
6900 - INSURANCE		Paid by Partners			\$ 1,138	
7001 - MAINT STRUCT, IMP & GRNDS-GENL		Paid by Partners			\$ 18,313	
7450 - OFFICE EXPENSE		Paid by Partners			\$ 2,510	
7458 - OFFICE EXPENSE-COPIER		Paid by Partners			\$ 1,767	
7460 - OFFICE EXP-IT		Paid by Partners			\$ 6,973	
7500 - PROF & SPEC SERVICES		Paid by Partners			\$ 1,835	
7525 - PSS/DATA PROCESSING		Paid by Partners			\$ 6,261	
7546 - PSS/DEPT SALARY REIMB		Paid by Partners			\$ 5,504	
7700 - SPECIAL DEPARTMENTAL EXPENSE		Paid by Partners			\$ 53,194	
7780 - UTILITIES		Paid by Partners			\$ 7,570	
LESS OPERATION COST PAID TO COUNTY		Paid by Partners			\$ -	
Utilities & Maintenance Cost Subtotals:					\$ 108,960	
Equipment						
7630 - RENTS & LEASES, EQUIPMENT		Paid by Partners			\$ -	
(with "x" value of equipment is deleted in cost spread)Value with New Equipment:					\$ -	
Value without New Equipment					\$ -	
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)						
7725 - SDE/PROMOTION		Paid by Partners			\$ 3,334	
Technology to Facilitate Access to the AJCC					\$ 3,334	
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)(See COMMON AJCC COSTS for Details)						
					\$ -	
Common Identifier Subtotal:					\$ -	
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS						
SEAJCC						
COST CATEGORY					TOTAL COST	
Subtotal: Rental Costs					\$ 43,329	
Subtotal: Utilities & Maintenance Costs					\$ 108,960	
Subtotal: Equipment Costs					\$ -	
Subtotal: Technology to Facilitate Access Costs					\$ 3,334	
Subtotal: Common Identifier Costs					\$ -	
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:					\$ 155,622	

**EXHIBIT "G" – Oildale AJCC**

OLIVE DRIVE						
		Contributors				
Cost Categories	Total Cost	ETR	DHS	DOR	Value	Balance to Allocate
	Equal Share	100.00%	0.00%	0.00%	1	=====
Rent	\$ 164,610	\$ 164,610	\$ -	\$ -	\$ 164,610	\$ -
Operational Costs Including Utilities/Maintenance*	\$ 197,273	\$ 197,273	\$ -	\$ -	\$ 197,273	\$ -
Operational Costs not included in Lease/Ops Costs*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment**	\$ 26	\$ 26	\$ -	\$ -	\$ 26	\$ -
Access Technology***	\$ 10,929	\$ 10,929	\$ -	\$ -	\$ 10,929	\$ -
Common Identifier****	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals with Total Partner Allocations & Remaining Allocation Amt	\$ 372,838	\$ 372,838	\$ -	\$ -	\$ 372,838	\$ -
Monthly Costs	\$ 31,070	\$ 31,070	\$ -	\$ -	\$ 31,070	\$ -
Total Infrastructure to Be Allocated to Colocated Partners:					\$	372,838
AJCC Infrastructure Budget						
OLIVE DRIVE						
KIM's Network of Comprehensive AJCCs						
Cost Category/Line Item		Line Item Cost Detail			Cost	
RENT						
7650 - RENTS & LEASES, STRUCTURES		Paid by Partners			\$ 164,610	
Rental Cost Subtotals:					\$ 164,610	
Utilities & Maintenance						
6841 - COMM-TELEPHONE & TELEGRAPH		Paid by Partners			\$ 14,395	
6900 - INSURANCE		Paid by Partners			\$ 4,008	
7001 - MAINT STRUCT, IMP & GRNDS-GENL		Paid by Partners			\$ 19,992	
7450 - OFFICE EXPENSE		Paid by Partners			\$ 9,774	
7458 - OFFICE EXPENSE-COPIER		Paid by Partners			\$ 3,664	
7460 - OFFICE EXP-IT		Paid by Partners			\$ 4,228	
7500 - PROF & SPEC SERVICES		Paid by Partners			\$ 4,161	
7525 - PSS/DATA PROCESSING		Paid by Partners			\$ 21,113	
7546 - PSS/DEPT SALARY REIMB		Paid by Partners			\$ 19,651	
7700 - SPECIAL DEPARTMENTAL EXPENSE		Paid by Partners			\$ 66,951	
7780 - UTILITIES		Paid by Partners			\$ 29,335	
LESS OPERATION COST PAID TO COUNTY		Paid by Partners			\$ -	
Utilities & Maintenance Cost Subtotals:					\$ 197,273	
Equipment						
7630 - RENTS & LEASES, EQUIPMENT		Paid by Partners			\$ 26	
(with "x" value of equipment is deleted in cost spread)Value with New Equipment:					\$ 26	
Value without New Equipment					\$ -	
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)						
7725 - SDE/PROMOTION		Paid by Partners			\$ 10,929	
Technology to Facilitate Access to the AJCC					\$ 10,929	
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)(See COMMON AJCC COSTS for Details)						
					\$ -	
Common Identifier Subtotal:					\$ -	
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS						
SEAJCC						
COST CATEGORY					TOTAL COST	
Subtotal: Rental Costs					\$ 164,610	
Subtotal: Utilities & Maintenance Costs					\$ 197,273	
Subtotal: Equipment Costs					\$ 26	
Subtotal: Technology to Facilitate Access Costs					\$ 10,929	
Subtotal: Common Identifier Costs					\$ -	
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:					\$ 372,838	

**EXHIBIT "H" Lake Isabella AJCC**

LAKE ISABELLA						
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole						
		Contributors				
Cost Categories	Total Cost	ETR	DHS	DOR	Value	Balance to Allocate
	Equal Share	100.00%	0.00%	0.00%	<u>1</u>	=====
Rent	\$ 32,521	\$ 32,521	\$ -	\$ -	\$ 32,521	\$ -
Operational Costs Including Utilities/Maintenance*	\$ 89,045	\$ 89,045	\$ -	\$ -	\$ 89,045	\$ -
Operational Costs not included in Lease/Ops Costs*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment**	\$ 5,673	\$ 5,673	\$ -	\$ -	\$ 5,673	\$ -
Access Technology***	\$ 3,644	\$ 3,644	\$ -	\$ -	\$ 3,644	\$ -
Common Identifier****	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals with Total Partner Allocations & Remaining Allocation Amt	\$ 130,882	\$ 130,882	\$ -	\$ -	\$ 130,882	\$ -
Monthly Costs	\$ 10,907	\$ 10,907	\$ -	\$ -	\$ 10,907	\$ -
Total Infrastructure to Be Allocated to Colocated Partners: \$						130,882
AJCC Infrastructure Budget						
LAKE ISABELLA						
KIM's Network of Comprehensive AJCCs						
Cost Category/Line Item		Line Item Cost Detail			Cost	
RENT						
7650 - RENTS & LEASES, STRUCTURES		Paid by Partners			\$	32,521
Rental Cost Subtotals:					\$	32,521
Utilities & Maintenance						
6841 - COMM-TELEPHONE & TELEGRAPH		Paid by Partners			\$	8,102
6900 - INSURANCE		Paid by Partners			\$	1,185
7001 - MAINT STRUCT, IMP & GRNDS-GENL		Paid by Partners			\$	16
7450 - OFFICE EXPENSE		Paid by Partners			\$	4,231
7458 - OFFICE EXPENSE-COPIER		Paid by Partners			\$	2,845
7460 - OFFICE EXP-IT		Paid by Partners			\$	4,360
7500 - PROF & SPEC SERVICES		Paid by Partners			\$	1,303
7525 - PSS/DATA PROCESSING		Paid by Partners			\$	6,567
7546 - PSS/DEPT SALARY REIMB		Paid by Partners			\$	5,590
7700 - SPECIAL DEPARTMENTAL EXPENSE		Paid by Partners			\$	49,723
7780 - UTILITIES		Paid by Partners			\$	5,122
LESS OPERATION COST PAID TO COUNTY		Paid by Partners			\$	-
Utilities & Maintenance Cost Subtotals:					\$	89,045
Equipment						
7630 - RENTS & LEASES, EQUIPMENT		Paid by Partners			\$	5,673
(with "x" value of equipment is deleted in cost spread)Value with New Equipment:					\$	5,673
Value without New Equipment					\$	-
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)						
7725 - SDE/PROMOTION		Paid by Partners			\$	3,644
Technology to Facilitate Access to the AJCC					\$	3,644
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)(See COMMON AJCC COSTS for Details)						
					\$	-
Common Identifier Subtotal:					\$	-
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS						
SEAJCC						
COST CATEGORY					TOTAL COST	
Subtotal: Rental Costs					\$	32,521
Subtotal: Utilities & Maintenance Costs					\$	89,045
Subtotal: Equipment Costs					\$	5,673
Subtotal: Technology to Facilitate Access Costs					\$	3,644
Subtotal: Common Identifier Costs					\$	-
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:					\$	130,882



**EXHIBIT "I" – WALKER AJCC**

MONO COUNTY WALKER							
		Contributors					
Cost Categories	Total Cost	ETR	DHS	Value	Balance to Allocate		
Rent	13,200	6,600	6,600	13,200	0		
Utilities/Maintenance	6,398	3,199	3,199	6,398	0		
Other Ops							
Equipment	1,000	1,000	-	1,000	0	X	
Access Technology	-	-	-	-	0		
Common Identifier	3,000	3,000	-	3,000	0		
Totals with Total Partner Allocations & Remaining Allocation Amt	23,598	13,799	9,799	23,598	0		
Estimated Monthly Costs	1,967	1,150	817	1,967			
Total Infrastructure to Be Allocated to Colocated Partners: \$ 23,598.00							
AJCC Infrastructure Budget Walker AJCC KIM's Network of Affiliate AJCCs							
Cost Category/Line Item	Line Item Cost Detail			Cost			
RENT							
Rental of Facilities	Annual Rent			\$	12,000		
Storage Facility	Annual Rental Cost			\$	1,200		
Other:							
Rental Cost Subtotals:				\$	13,200	\$ 13,200	
Utilities & Maintenance							
Liberty Utilities	50% Split with DHS			\$	2,766		
Amerigas	50% Split with DHS			\$	1,678		
Telephone (Landlines)	50% Split with DHS			\$	1,800		
PO Box	50% Split with DHS			\$	154		
Alarm System	50% Split with DHS--Tyco Alarm Service						
Other:							
Utilities & Maintenance Cost Subtotals:				\$	6,398		
Equipment							
Technology Equipment	PCs, Monitors, UPS			\$	1,040	**Value	
A/C Units	For Center Cooling			\$	592	**Value	
Copier Charges	For AJCC			\$	1,000		
Fax Machines	For AJCC						
Other:	Resource Room Office Furnishings & Supplies			\$	1,612		
Value with New Equipment:				\$	4,244		
(with "x" value of equipment is deleted in cost spread)Value without New Equipment				\$	1,000		
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)							
No identifiable costs				\$	-		
				\$	-		
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)							
Signage	Walker Signage			\$	3,000		
Common Identifier Subtotal:				\$	3,000		
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS							
Walker							
COST CATEGORY				TOTAL COST			
Subtotal: Rental Costs				\$	13,200		
Subtotal: Utilities & Maintenance Costs				\$	6,398		
Subtotal: Equipment Costs				\$	1,000		
Subtotal: Technology to Facilitate Access Costs				\$	-		
Subtotal: Common Identifier Costs				\$	3,000		
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:				\$	23,598		

^^^ AJCC Equipment is valued at Cost provided by Mono County. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "J" – Mammoth Lakes

MONO COUNTY MAMMOTH LAKES						
		Contributors				
Cost Categories	Total Cost	ETR	DHS	Value	Balance to Allocate	
Rent	236,916	11,846	225,070	236,916	0	
Utilities/Maintenance Other Ops	15,011	751	14,260	15,011	0	
Equipment	1,416	1,416	-	1,416	0	X
Access Technology	-	-	-	-	0	
Common Identifier	-	-	-	-	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	253,343	14,013	239,330	253,343	0	
Estimated Monthly Costs	21,112	1,168	19,944	21,112		
Total Infrastructure to Be Allocated to Colocated Partners: \$ 253,343.00						
AJCC Infrastructure Budget Mammoth AJCC KIM's Network of Affiliate AJCCs						
Cost Category/Line Item	Line Item Cost Detail			Cost		
RENT						
Rental of Facilities	5% of Annual Rent paid by DHS			\$	11,846	
Other:						
Rental Cost Subtotals:				\$	11,846	
Utilities & Maintenance						
Included in Rent Costs	5% of Total Utilities - \$15,011			\$	751	
Other:						
Utilities & Maintenance Cost Subtotals:				\$	751	
Equipment						
AJCC Furnishings	Resource Room Office Furnishings & Supplies			\$	1,416	
AJCC Computers & Printers	Computers, Printers, UPS			\$	2,007	**Value
Other:						
Value with New Equipment:				\$	3,423	
(with "x" value of equipment is deleted in cost spread)Value without New Equipment				\$	1,416	
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)						
No identifiable costs				\$	-	0
				\$	-	
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)						
No identifiable costs				\$	-	
Common Identifier Subtotal:				\$	-	
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS						
Mammoth Lakes						
COST CATEGORY				TOTAL COST		
Subtotal: Rental Costs				\$	11,846	
Subtotal: Utilities & Maintenance Costs				\$	751	
Subtotal: Equipment Costs				\$	1,416	
Subtotal: Technology to Facilitate Access Costs				\$	-	
Subtotal: Common Identifier Costs				\$	-	
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:				\$	14,013	

^^^ AJCC Equipment is valued at Cost provided by Mono County. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

**EXHIBIT "K" – Inyo AJCC**

INYO COUNTY 1360 N. Main Street, Bishop							
		Contributors					
Cost Categories	Total Cost	WIOA	County Mental Health	Social Services	Value	Balance to Allocate	
	Equal Share	1%	4%	95%	1		
Rent	225,245	2,790	9,010	213,983	225,245	0	
Utilities/Maintenance Other Ops *	211,621	2,621	22	20,571	211,621	0	
Equipment**	525	525	-	-	525	0	X
Access Technology***	-	-	-	-	-	0	
Common Identifier****	-	-	-	-	-	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	437,391	5,936	9,032	234,554	437,391	0	
Estimated Monthly Costs	36,449	495	753	19,546	36,449		
Total Infrastructure to Be Allocated to Colocated Partners: \$ 437,391.00							
AJCC Infrastructure Budget Inyo County/Independence AJCC KIM's Network of Affiliate AJCCs							
Cost Category/Line Item	Line Item Cost Detail			Cost			
RENT							
Rental of Facilities	Annual			\$ 225,245			
Other:				\$ -			
Rental Cost Subtotals:				\$ 225,245			
Utilities & Maintenance							
Utilities for Inyo	Costs supplied by Inyo County			\$ 211,621			
General Operating & A87 Costs	Costs supplied by Inyo County						
Alarm System	Costs supplied by Inyo County						
Utilities & Maintenance Cost Subtotals:				\$ 211,621			
Equipment							
Printer	Costs supplied by Inyo County			\$ 1,000		**Value	
Furnishings	Costs supplied by Inyo County			\$ 325			
AJCC Computers	Costs supplied by Inyo County			\$ 4,000		**Value	
Card Scanner	Purchased by ETR			\$ 200			
A-87 Other Costs for WIOA	Costs supplied by Inyo County						
Value with New Equipment:				\$ 5,525			
(with "x" value of equipment is deleted in cost spread)Value without New Equipment				\$ 525			
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)							
No identifiable costs				\$ -			
2659.5				\$ -			
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)							
No identifiable costs				\$ -			
Common Identifier Subtotal:				\$ -			
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS							
Bishop							
COST CATEGORY				TOTAL COST			
Subtotal: Rental Costs				\$ 225,245			
Subtotal: Utilities & Maintenance Costs				\$ 211,621			
Subtotal: Equipment Costs				\$ 525			
Subtotal: Technology to Facilitate Access Costs				\$ -			
Subtotal: Common Identifier Costs				\$ -			
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:				\$ 437,391			

^^^ AJCC Equipment valued at Cost provided by Inyo County. Replacement schedule to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

**EXHIBIT "L" – Business Center AJCC**

BTWC						
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole						
		Contributors				
Cost Categories	Total Cost	ETR	DHS	DOR	Value	Balance to Allocate
	Equal Share	100.00%	0.00%	0.00%	1	=====
Rent	\$ 128,433	\$ 128,433	\$ -	\$ -	\$ 128,433	\$ -
Operational Costs Including Utilities/Maintenance*	\$ 190,441	\$ 190,441	\$ -	\$ -	\$ 190,441	\$ -
Operational Costs not included in Lease/Ops Costs*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment**	\$ 26	\$ 26	\$ -	\$ -	\$ 26	\$ -
Access Technology***	\$ 12,025	\$ 12,025	\$ -	\$ -	\$ 12,025	\$ -
Common Identifier****	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals with Total Partner Allocations & Remaining Allocation Amt	\$ 330,925	\$ 330,925	\$ -	\$ -	\$ 330,925	\$ -
Monthly Costs	\$ 27,577	\$ 27,577	\$ -	\$ -	\$ 27,577	\$ -
Total Infrastructure to Be Allocated to Colocated Partners:					\$	330,925
AJCC Infrastructure Budget						
BTWC						
KIM's Network of Comprehensive AJCCs						
Cost Category/Line Item		Line Item Cost Detail			Cost	
RENT						
7650 - RENTS & LEASES, STRUCTURES		Paid by Partners			\$ 128,433	
Rental Cost Subtotals:					\$ 128,433	
Utilities & Maintenance						
6841 - COMM-TELEPHONE & TELEGRAPH		Paid by Partners			\$ 15,187	
6900 - INSURANCE		Paid by Partners			\$ 3,974	
7001 - MAINT STRUCT, IMP & GRNDS-GENL		Paid by Partners			\$ 16,350	
7450 - OFFICE EXPENSE		Paid by Partners			\$ 5,437	
7458 - OFFICE EXPENSE-COPIER		Paid by Partners			\$ 6,433	
7460 - OFFICE EXP-IT		Paid by Partners			\$ 5,076	
7500 - PROF & SPEC SERVICES		Paid by Partners			\$ 4,499	
7525 - PSS/DATA PROCESSING		Paid by Partners			\$ 22,241	
7546 - PSS/DEPT SALARY REIMB		Paid by Partners			\$ 20,093	
7700 - SPECIAL DEPARTMENTAL EXPENSE		Paid by Partners			\$ 71,020	
7780 - UTILITIES		Paid by Partners			\$ 20,131	
LESS OPERATION COST PAID TO COUNTY		Paid by Partners			\$ -	
Utilities & Maintenance Cost Subtotals:					\$ 190,441	
Equipment						
7630 - RENTS & LEASES, EQUIPMENT		Paid by Partners			\$ 26	
(with "x" value of equipment is deleted in cost spread)Value with New Equipment:					\$ 26	
Value without New Equipment					\$ -	
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)						
7725 - SDE/PROMOTION		Paid by Partners			\$ 12,025	
Technology to Facilitate Access to the AJCC					\$ 12,025	
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)(See COMMON AJCC COSTS for Details)						
					\$ -	
Common Identifier Subtotal:					\$ -	
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS						
SEAJCC						
COST CATEGORY					TOTAL COST	
Subtotal: Rental Costs					\$ 128,433	
Subtotal: Utilities & Maintenance Costs					\$ 190,441	
Subtotal: Equipment Costs					\$ 26	
Subtotal: Technology to Facilitate Access Costs					\$ 12,025	
Subtotal: Common Identifier Costs					\$ -	
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:					\$ 330,925	

**EXHIBIT "M" – EPIC AJCC**

EPIC Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole						
		Contributors				
Cost Categories	Total Cost	ETR	DHS	DOR	Value	Balance to Allocate
	Equal Share	100.00%	0.00%	0.00%	1	=====
Rent	\$ 121,612	\$ 121,612	\$ -	\$ -	\$ 121,612	\$ -
Operational Costs Including Utilities/Maintenance*	\$ 255,611	\$ 255,611	\$ -	\$ -	\$ 255,611	\$ -
Operational Costs not included in Lease/Ops Costs*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment**	\$ 32	\$ 32	\$ -	\$ -	\$ 32	\$ -
Access Technology***	\$ 41,991	\$ 41,991	\$ -	\$ -	\$ 41,991	\$ -
Common Identifier****	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals with Total Partner Allocations & Remaining Allocation Amt	\$ 419,245	\$ 419,245	\$ -	\$ -	\$ 419,245	\$ -
Monthly Costs	\$ 34,937	\$ 34,937	\$ -	\$ -	\$ 34,937	\$ -
Total Infrastructure to Be Allocated to Colocated Partners: \$ 419,245						
AJCC Infrastructure Budget						
EPIC						
KIM's Network of Comprehensive AJCCs						
Cost Category/Line Item		Line Item Cost Detail			Cost	
RENT						
7650 - RENTS & LEASES, STRUCTURES		Paid by Partners			\$ 121,612	
Rental Cost Subtotals:					\$ 121,612	
Utilities & Maintenance						
6841 - COMM-TELEPHONE & TELEGRAPH		Paid by Partners			\$ 16,687	
6900 - INSURANCE		Paid by Partners			\$ 4,844	
7001 - MAINT STRUCT, IMP & GRNDS-GENL		Paid by Partners			\$ 55	
7450 - OFFICE EXPENSE		Paid by Partners			\$ 5,247	
7458 - OFFICE EXPENSE-COPIER		Paid by Partners			\$ 16,865	
7460 - OFFICE EXP-IT		Paid by Partners			\$ 4,504	
7500 - PROF & SPEC SERVICES		Paid by Partners			\$ 5,290	
7525 - PSS/DATA PROCESSING		Paid by Partners			\$ 26,618	
7546 - PSS/DEPT SALARY REIMB		Paid by Partners			\$ 23,389	
7700 - SPECIAL DEPARTMENTAL EXPENSE		Paid by Partners			\$ 132,940	
7780 - UTILITIES		Paid by Partners			\$ 19,170	
LESS OPERATION COST PAID TO COUNTY		Paid by Partners			\$ -	
Utilities & Maintenance Cost Subtotals:					\$ 255,611	
Equipment						
7630 - RENTS & LEASES, EQUIPMENT		Paid by Partners			\$ 32	
(with "x" value of equipment is deleted in cost spread)Value with New Equipment:					\$ 32	
Value without New Equipment					\$ -	
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)						
7725 - SDE/PROMOTION		Paid by Partners			\$ 41,991	
Technology to Facilitate Access to the AJCC					\$ 41,991	
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)(See COMMON AJCC COSTS for Details)						
					\$ -	
Common Identifier Subtotal:					\$ -	
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS						
SEAJCC						
COST CATEGORY					TOTAL COST	
Subtotal: Rental Costs					\$ 121,612	
Subtotal: Utilities & Maintenance Costs					\$ 255,611	
Subtotal: Equipment Costs					\$ 32	
Subtotal: Technology to Facilitate Access Costs					\$ 41,991	
Subtotal: Common Identifier Costs					\$ -	
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:					\$ 419,245	



# 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

June 24, 2025

Reference ID:  
2025-430

### Payment of Prior-Year County of Mono Invoices Health & Human 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:

Authorize payment to County of Mono of Bridgeport, CA for prior-year invoices in the amount of \$18,531.00 for senior infrastructure expenses.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Eastern Sierra Area Agency on Aging (ESAAA) received an infrastructure improvement allocation in October 2022 totaling \$526,136. Of this amount, Mono County was allocated \$106,000. We received Mono County's final invoices totaling \$18,531 in July and August 2024 for expenses incurred during Fiscal Year 2023/2024. At the time, these invoices were held pending the FY 2024/2025 contract. Upon review, we realized that these expenses were from the prior fiscal year and were not appropriately accounted for in the new cycle.

These expenses have been submitted to the State, and ESAAA has received reimbursement for the claimed amount. We are requesting authorization to pay the County of Mono a total of \$18,531 for the three invoices submitted.

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant Funded (California Department of Aging)	<b>Budget Unit</b>	683000
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5539
<b>Recurrence</b>	One-Time Expenditure	<b>Sole Source?</b>	N/A

If Sole Source, provide justification below

#### Current Fiscal Year Impact

Up to \$18,531 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:**

The Board could choose not to approve these contracts and Mono County would not receive the reimbursement for these allowed expenses.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

**Thriving Communities** | Community Supporting Infrastructure Improvements

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

**High Quality Services** | Improved County Facilities

**APPROVALS:**

Melissa Best-Baker	Created/Initiated - 5/27/2025
Darcy Israel	Approved - 5/27/2025
Anna Scott	Approved - 5/30/2025
John Vallejo	Approved - 6/2/2025
Amy Shepherd	Approved - 6/2/2025
Nate Greenberg	Final Approval - 6/11/2025

**ATTACHMENTS:**

1. Infrastructure Fund Invoice - August 2024 (\$12,300.27)
2. Infrastructure Fund Invoice - July 2023-February 2024 (\$3,257.69)
3. Infrastructure Fund Invoice - March 2024 (\$2,973.04)

DEPARTMENT OF SOCIAL SERVICES  
COUNTY OF MONO

P.O. BOX 579  
COLEVILLE, CA 96107

(530) 495-1262

# INVOICE

DATE  
08/27/24

INVOICE #  
INF5

BILL TO:

ESAAA  
P.O. Box 1799  
Bishop, Ca 93515

P.O. NUMBER	TERMS	PROJECT

QUANTITY

DESCRIPTION

RATE

AMOUNT

Mono County  
HCBS Infrastructure funding

\$12,300.27

*Melissa Best-Baker*

10/11/2024

Signature: *Kyla Griffin*

Email: kgriffin@mono.ca.gov


**TOTAL** \$12,300.27



DATE: March 31, 2024

COST APPLIED  
REQUEST FOR INTERDEPARTMENTAL  
TRANSFER OF MATERIAL AND SERVICES

DEPARTMENT RECEIVING SERVICES 6917 - SENIOR PROGRAM

<u>DATE</u>	<u>BUDGET TO BE CHARGED: 110-56-875-33120</u>	<u>AMOUNT</u>
MAR 2024	WALKER SENIOR CENTER GRANT IMPROVEMENT SERVICES PROVIDED BY THE PUBLIC WORKS FACILITIES DEPARTMENT FOR THE MONTH OF MARCH	<b>\$12,300.27</b>
	<b>LABOR</b>	
	EMPLOYEES 9,852.14	
	EQUIPMENT 925.00	
	MATERIALS PURCHASED \$1,523.13	
	WE HAVE RECEIVED THE ABOVE MATERIAL AND SERVICES AND APPROVE OF THE TRANSFER	
	SIGNED 	
	DEPARTMENT PERFORMING SERVICES 100-17-729-16090	\$10,777.14
	DEPARTMENT PERFORMING SERVICES 100-17-729-31400	\$1,523.13
	***** PLEASE HAVE DEPARTMENT HEAD SIGN AND RETURN TO PUBLIC WORKS NO LATER THAN THE 25TH OF THE MONTH *****	

COUNTY OF MONO  
G/L TRANSACTION DETAIL

From Date: 07/01/2023  
To Date: 06/30/2024  
From Account: 110-56-875-33120  
To Account:  
Include Accounts With No Activity  
Run Date: 08/27/2024  
User: srobinson

G/L#	EFFECTIVE DATE	DESCRIPTION	STP	SOURCE	JE#	DEPOSIT	CHECK	VENDOR	VENDOR INVOICE#	INVOICE TYPE	PO	PROJECT	DEBIT	CREDIT	BALANCE
110-56-875-33120		Special Departmental Expense											Balance	Forward	0.00
	08/11/2023	7/11/23 BUS PASS PURCHASE - PCard	SYS	AP	598314		196127	EASTERN SIERRA TRANSIT AUTHORITY	07242023-2	P-Card			405.00		405.00
	08/11/2023	07-18-23 DINING/KITCHEN SUPPLIES-HCBS INFRASTRUCTURE FUNDS - PCard	SYS	AP	598314		196127	Amazon Mktplace Pmts	07242023-2	P-Card			262.14		667.14
	09/06/2023	New water filter for the ice machine for the Antelope Valley Senior Center. The toral cost for this short form contract includes parts and for Installation	SYS	AP	603465		14780	BUFFO'S REFRIGERATION, INC	10226	County Invoice	24-000043		820.27		1,487.41
	10/31/2023	WALKER SENIOR CNTR REPAIR REIMBURSEMENT	AJ	GL	626997								2,818.52		4,305.93
	11/07/2023	Warranty bill back for charges not covered under warranty for services provided by Buffo's Refrigeration	SYS	AP	614924		197609	Beverage Air	FT_11083	County Invoice			217.55		4,523.48
	12/12/2023	10/23/23 Food Items and Mop/Broom Hanger Mount for Senior Program - PCard	SYS	AP	618434		197996	Wal-Mart	112223	P-Card			10.68		4,534.16

G/L#	EFFECTIVE DATE	DESCRIPTION	STP	SOURCE	JE#	DEPOSIT	CHECK	VENDOR	VENDOR INVOICE#	INVOICE TYPE	PO	PROJECT	DEBIT	CREDIT	BALANCE
	12/12/2023	TR pcard#37383 12/12/2023 11-02-23 Infrastructure Supplies for Senior Program, Miles, Hot holding equip, etc - Tr from 32450 to 33120	AJ	GL	645027								29.84		4,564.00
	12/31/2023	March 2024 23/24 FY Dietitian Services	SYS	AP	647866		200818	County of Inyo Health & Human Services	03-23 RD SVCS	County Invoice	23-000027		584.23		5,148.23
	12/31/2023	June 2023 23/24 FY Dietitian Services	SYS	AP	647869		200818	County of Inyo Health & Human Services	06-23 RD SVCS	County Invoice	23-000027		584.23		5,732.46
	02/15/2024	1/18/24 HCBS Infrastructure Funds- Replacement of old table covers and window curtains for Senior Center - PCard	SYS	AP	627630		198965	Amazon	01222024	P-Card			122.35		5,854.81
	02/15/2024	1/18/24 HCBS Infrastructure Funds- Replacement of old table covers for Senior Center - PCard	SYS	AP	627630		198965	Amazon	01222024	P-Card			54.68		5,909.49
	03/12/2024	HCBS Infrastructure Funds- Replacement Blinds for Senior Center - PCard	SYS	AP	631524		199334	Blinds.com	022224	P-Card			549.09		6,458.58
	03/12/2024	1/29/24 HCBS Infrastructure Funds-Senior Center Kitchen Organization Items - PCard	SYS	AP	631524		199334	Amazon Mktplace Pmts	022224	P-Card			66.46		6,525.04
	03/12/2024	1/26/24 HCBS Infrastructure Funds-Tablecloths for the Senior Center - PCard	SYS	AP	631524		199334	Amazon Mktplace Pmts	022224	P-Card			217.69		6,742.73
	03/12/2024	1/25/24 HCBS Infrastructure Funds-Senior Center	SYS	AP	631524		199334	Wayfair	022224	P-Card			1,276.09		8,018.82

GL#	EFFECTIVE DATE	DESCRIPTION	STP	SOURCE	JE#	DEPOSIT	CHECK	VENDOR	VENDOR INVOICE#	INVOICE TYPE	PO	PROJECT	DEBIT	CREDIT	BALANCE
	03/12/2024	Infrastructure Revamp Furniture and Decor - PCard													
	03/12/2024	1/25/24 HCBS Infrastructure Funds-Senior Center Infrastructure Revamp-Window Decals, Organizing Bins, and Mouse - PCard	SYS	AP	631524		199334	Amazon Mktplace Pmts	022224	P-Card			61.50		8,080.32
	03/12/2024	1/24/24 HCBS Infrastructure Funds-Senior Center Infrastructure Revamp- Replacement of Furniture - PCard	SYS	AP	631524		199334	Amazon Mktplace Pmts	022224	P-Card			509.42		8,589.74
	03/12/2024	1/24/24 HCBS Infrastructure Funds-Senior Center Infrastructure Revamp- Replacement of Furniture - PCard	SYS	AP	631524		199334	Amazon Mktplace Pmts	022224	P-Card			292.79		8,882.53
	03/31/2024	March 2024 Cost Apply Senior Center Grant	AJ	GL	647892			Painting and installation of new light fixtures at Antelope Vally Senior Center					12,300.27		21,182.80
	04/10/2024	3/15/24 HCBS Infrastructure Funds- Replacement outlet covers, mirrors, and curtain rods for Antelope Valley Senior Center - PCard	SYS	AP	636272		199763	Wal-Mart	03222024	P-Card			41.45		21,224.25
	04/10/2024	3/15/24 HCBS Infrastructure Funds- Replacement outlet covers for Antelope Valley Senior Center - PCard	SYS	AP	636272		199763	ACE HARDWARE	03222024	P-Card			5.73		21,229.98
	04/10/2024	3/13/24 HCBS Infrastructure Funds-Dining Area	SYS	AP	636272		199763	Amazon	03222024	P-Card			39.44		21,269.42

G/L#	EFFECTIVE DATE	DESCRIPTION	STP	SOURCE	JE#	DEPOSIT	CHECK	VENDOR	VENDOR INVOICE#	INVOICE TYPE	PO	PROJECT	DEBIT	CREDIT	BALANCE
		Items for Antelope Valley Senior Center - PCard													
	04/10/2024	3/12/24 HCBS Infrastructure Funds- Paint and Paint Pouring Spouts to Paint the Antelope Valley Senior Center - PCard	SYS	AP	636272		199763	Home Depot	03222024	P-Card			391.84		21,661.26
	04/10/2024	3/12/24 HCBS Infrastructure Funds- Paint and Paint Pouring Spouts to Paint the Antelope Valley Senior Center - PCard	SYS	AP	636272		199763	Home Depot	03222024	P-Card			0.54		21,661.80
	04/10/2024	3/11/24 HCBS Infrastructure Funds- Ceiling Fan Replacement for Antelope Valley Senior Center - PCard	SYS	AP	636272		199763	Home Depot	03222024	P-Card			159.58		21,821.38
	04/10/2024	02/24/24 HCBS Infrastructure Funds- Tablecloths for Senior Center Dining Area - PCard	SYS	AP	636272		199763	Amazon Mktplace Pmts	03222024	P-Card			79.29		21,900.67
	04/10/2024	2/26/24 HCBS Infrastructure Funds-Items for Senior Center Dining Area - PCard	SYS	AP	636272		199763	Amazon	03222024	P-Card			179.67		22,080.34
		TOTAL											22,080.34	0.00	22,080.34
		GRAND TOTAL											22,080.34	0.00	22,080.34






# Infrastructure Fund Invoice 08.27

Final Audit Report

2024-08-27

Created:	2024-08-27
By:	Sarah Robinson (srobinson@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARlehXxfGIQWldCbizBcgyEgavRrqXMqC

## "Infrastructure Fund Invoice 08.27" History

-  Document created by Sarah Robinson (srobinson@mono.ca.gov)  
2024-08-27 - 9:00:41 PM GMT- IP address: 162.252.88.209
-  Document emailed to Kyla Griffin (kgriffin@mono.ca.gov) for signature  
2024-08-27 - 9:02:54 PM GMT
-  Email viewed by Kyla Griffin (kgriffin@mono.ca.gov)  
2024-08-27 - 9:03:44 PM GMT- IP address: 162.252.90.161
-  Document e-signed by Kyla Griffin (kgriffin@mono.ca.gov)  
Signature Date: 2024-08-27 - 9:04:36 PM GMT - Time Source: server- IP address: 162.252.90.161
-  Agreement completed.  
2024-08-27 - 9:04:36 PM GMT

P.O. BOX 579  
COLEVILLE, CA 96107

P.O. BOX 579

COLEVILLE, CA 96107

**(530) 495-1262**

DATE	INVOICE #
03/20/24	INF1

DATE \_\_\_\_\_

**INVOICE #**

03/20/24

INF1

**BILL TO:**

ESAAA

P.O. Box 1799

Bishop, Ca 93515

QUANTITY	DESCRIPTION	RATE	AMOUNT
	<p>Mono County July 2023-February 2024            HCBS <u>infrastructure</u> funding</p> <p>OK to pay            MB 03            7/10/2024</p>		\$3,257.69
		<b>TOTAL</b>	\$3,257.69

COUNTY OF MONO  
G/L TRANSACTION DETAIL

From Date: 07/01/2023  
To Date: 02/29/2024  
From Account: 110-56-875-33120  
To Account:  
Include Accounts With No Activity  
Run Date: 03/22/2024  
User: srobinson

G/L#	EFFECTIVE DATE	DESCRIPTION	STPSOURCE	JE#	DEPOSIT	CHECK	VENDOR	VENDOR INVOICE#	INVOICE TYPE	PO	PROJECT	DEBIT	CREDIT	BALANCE
110-56-875-33120		Special Departmental Expense										Balance	Forward	0.00
	08/11/2023	7/11/23 BUS PASS PURCHASE - PCard	SYS AP	598314		196127	EASTERN SIERRA TRANSIT AUTHORITY	07242023-2	P-Card			405.00		405.00
	08/11/2023	07-18-23 DINING/KITCHEN SUPPLIES-HCBS INFRASTRUCTURE FUNDS - PCard	SYS AP	598314		196127	Amazon Mktplace Pmts	07242023-2	P-Card			262.14		667.14
	09/06/2023	New water filter for the ice machine for the Antelope Valley Senior Center. The total cost for this short form contract includes parts and for Installation	SYS AP	603465		14780	BUFFO'S REFRIGERATION, INC	10226	County Invoice	24-0000 43		820.27		1,487.41
	10/31/2023	WALKER SENIOR CNTR REPAIR REIMBURSEMENT	AJ GL	626997								2,818.52		4,305.93
	11/07/2023	Warranty bill back for charges not covered under warranty for services provided by Buffo's Refrigeration	SYS AP	614924		197609	Beverage Air	FT_11083	County Invoice			217.55		4,523.48
	12/12/2023	10/23/23 Food Items and Mop/Broom Hanger Mount for Senior Program - PCard	SYS AP	618434		197996	Wal-Mart	112223	P-Card			10.68		4,534.16
	02/15/2024	1/18/24 HCBS Infrastructure Funds- Replacement of old table covers and window curtains for Senior Center - PCard	SYS AP	627630		198965	Amazon	01222024	P-Card			122.35		4,656.51
	02/15/2024	1/18/24 HCBS Infrastructure Funds- Replacement of old table covers for Senior Center - PCard	SYS AP	627630		198965	Amazon	01222024	P-Card			54.68		4,711.19
		TOTAL										4,711.19	0.00	4,711.19
		GRAND TOTAL										4,711.19	0.00	4,711.19

**INFRASTRUCTURE FUNDS-\$3,257.69**



# CREDIT CARD USAGE REPORT



FOR: \_\_\_\_\_

PROGRAM OR ACCOUNT(S) CHARGED:

Infrastructure Funds

TOTAL AMOUNT CHARGED \$ 262.14

TOTAL # OF RECEIPTS: 1

CHARGE/USE DATE(S): 7/14/23

USE, ITEM OR SERVICE CHARGED:

Dining Room + Kitchen Supplies

EVENT, GROUP OR AUDIENCE:

ATTENDEES NAMES OR DESCRIPTION:

Attach sign-in sheet to back (if used)

Attach **ORIGINAL** receipts here  
Or on back



Authorized signatures: [Signature]

NOTES: \_\_\_\_\_

Details for Order #113-7764158-0849039

[Print this page for your records.](#)

**Order Placed:** July 12, 2023

**Amazon.com order number:** 113-7764158-0849039

**Order Total:** \$262.14

## Not Yet Shipped

### Items Ordered

### Price

2 of: *Yourtablecloth Heavy Duty Clear Vinyl Round Fitted Tablecloth (Table Cover)*  
*Elasticized Tablecloth Great for Protecting Your fine Tables and Table Linen 60"*

\$35.74

Sold by: Yourtablecloth ([seller profile](#))

Supplied by: Other

Condition: New

2 of: *Extreme Heat Resistant Oven Gloves - EN407 Certified 932F - Cooking Gloves for*  
*BBQ, Grilling, Baking, Cutting, Welding, Smoker Fireplace (Pink)*

\$14.99

Sold by: czs\_store ([seller profile](#))

Supplied by: Other

Condition: New

4 of: *Yourtablecloth Heavy Duty Clear Vinyl Round Fitted Tablecloth (Table Cover)*  
*Elasticized Tablecloth Great for Protecting Your fine Tables and Table Linen 60"*

\$35.74

Sold by: Yourtablecloth ([seller profile](#))

Supplied by: Other

Condition: New

### Shipping Address:

Pat Espinosa  
399 MULE DEER RD  
COLEVILLE, CA 96107-9801  
United States

### Shipping Speed:

FREE Shipping

## Payment information

### Payment Method:

Visa | Last digits: 5354

### Billing address

Pat Espinosa  
399 MULE DEER RD  
COLEVILLE, CA 96107-9801  
United States

Item(s) Subtotal: \$244.42

Shipping & Handling: \$9.96

Free Shipping: -\$9.96

-----

Total before tax: \$244.42

Estimated tax to be collected: \$17.72

-----


**Grand Total: \$262.14**

To view the status of your order, return to [Order Summary](#).

DATE: October 31, 2023

COST APPLIED  
REQUEST FOR INTERDEPARTMENTAL  
TRANSFER OF MATERIAL AND SERVICES

DEPARTMENT RECEIVING SERVICES 6917 - SENIOR PROGRAM

<u>DATE</u>	<u>BUDGET TO BE CHARGED: 110- 56-875-33120</u>	<u>AMOUNT</u>
OCT 2023	REPAIRS TO THE WALKER SENIOR CENTER SERVICES PROVIDED BY THE PUBLIC WORKS FACILITIES DEPARTMENT FOR THE MONTH OF OCTOBER	<b>\$2,818.52</b>
	LABOR	
	EMPLOYEES \$1,078.40	
	EQUIPMENT \$285.00	
	MATERIALS PURCHASED \$1,455.12	
	WE HAVE RECEIVED THE ABOVE MATERIAL AND SERVICES AND APPROVE OF THE TRANSFER	
	SIGNED  Stephanie Butters (Feb 7, 2024 16:10 PST)	
	DEPARTMENT PERFORMING SERVICES 100-17-729-16090	<b>\$1,363.40</b>
	DEPARTMENT PERFORMING SERVICES 100-17-729-31400	<b>\$1,455.12</b>
	***** PLEASE HAVE DEPARTMENT HEAD SIGN AND RETURN TO PUBLIC WORKS NO LATER THAN THE 25TH OF THE MONTH *****	

# CREDIT CARD USAGE REPORT

FOR: Senior Services  
PROGRAM OR ACCOUNT(S) CHARGED:

875-33120

HCBS Infrastructure Funds

TOTAL AMOUNT CHARGED \$ 177.03

TOTAL # OF RECEIPTS: 2

CHARGE/USE DATE(S): 01/16/2024

USE, ITEM OR SERVICE CHARGED:

Replacement of old table covers/<sup>Window</sup>curtains

EVENT, GROUP OR AUDIENCE:

AVSC - Walker

ATTENDEES NAMES OR DESCRIPTION:

Attach sign-in sheet to back (if used)

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Authorized signatures:

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NOTES: \_\_\_\_\_

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Attach **ORIGINAL** receipts here  
Or on back



**Details for Order #112-8320523-7554620**

[Print this page for your records.](#)

**Order Placed:** January 16, 2024**Amazon.com order number:** 112-8320523-7554620**Order Total:** \$122.35**Shipping now****Items Ordered****Price**

2 of: *Sequin Backdrop Curtain 4 Panels 2ftx8ft Wedding Ceremony Background Backdrop* \$37.80  
*Glitter Shimmer Fabric Gold Backdrop Drapes*

Sold by: SoarDream ([seller profile](#))

Supplied by: Other

Condition: New

1 of: *Table Covers with Elastic Edge, Farmhouse Blue Gradient Abstract Geometric Fitted Tablecloth for Round Table Vintage Oil Painting Modern Style, Oil Proof Waterproof Table Cloth for Indoor 55-60in* \$25.49

Sold by: Yun Nist ([seller profile](#))

Supplied by: Other

Condition: New

1 of: *Burnt Orange Round Tablecloth, Fitted Table Cover with Elastic for 55"-60" Round Tables, Modern Abstract Geometric Art Oil Painted Table Cloth Outdoor Indoor Dining Party Waterproof Tablecloths* \$12.99

Sold by: Seven Roses ([seller profile](#))

Supplied by: Other

Condition: New

**Shipping Address:**

misty obregon  
399 MULE DEER RD  
COLEVILLE, CA 96107-9801  
United States

**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Visa ending in 5354

Item(s) Subtotal: \$114.08

Shipping & Handling: \$0.00

-----

Total before tax: \$114.08

Estimated tax to be collected: \$8.27

-----

**Grand Total: \$122.35**

**Billing address**

misty gomez  
PO BOX 556  
BRIDGEPORT, CA 93517-0556  
United States

To view the status of your order, return to [Order Summary](#).

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**Details for Order #112-9800906-1083464**

[Print this page for your records.](#)

**Order Placed:** January 16, 2024**Amazon.com order number:** 112-9800906-1083464**Order Total:** \$54.68**Shipping now****Items Ordered**

2 of: Yun Nist Mid Century Terracotta Round Table Cloth with Elastic Edge, Burnt Orange  
Fitted Table Cloth for Round Tables, Gold Foil Oil Proof Waterproof Tablecloth for Indoor  
Outdoor Picnic Party 55-60in

Sold by: Yun Nist ([seller profile](#))

Supplied by: Other

Condition: New

**Price**

\$25.49

**Shipping Address:**

misty obregon  
399 MULE DEER RD  
COLEVILLE, CA 96107-9801  
United States

**Shipping Speed:**

FREE Prime Delivery

**Payment information****Payment Method:**

Visa ending in 5354

Item(s) Subtotal: \$50.98

Shipping &amp; Handling: \$0.00

**Billing address**

misty gomez  
PO BOX 556  
BRIDGEPORT, CA 93517-0556  
United States

Total before tax: \$50.98

Estimated tax to be collected: \$3.70

**Grand Total: \$54.68**

To view the status of your order, return to [Order Summary](#).

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P.O. BOX 579  
COLEVILLE, CA 96107

# INVOICE

DATE	INVOICE #
04/18/24	INF2

ESAAA  
P.O. Box 1799  
Bishop, Ca 93515

P.O. NUMBER	TERMS	PROJECT

[illegible]

COUNTY OF MONO  
G/L TRANSACTION DETAIL

From Date: 03/01/2024  
To Date: 03/31/2024  
From Account: 110-56-875-33120  
To Account:  
Include Accounts With No Activity  
Run Date: 04/18/2024  
User: srobinson

G/L#	EFFECTIVE DATE	DESCRIPTION	STPSOURCE	JE#	DEPOSIT	CHECK	VENDOR	VENDOR INVOICE#	INVOICE TYPE	PO	PROJECT	DEBIT	CREDIT	BALANCE
110-56-875-33120		Special Departmental Expense										Balance	Forward	4,711.19
	03/12/2024	HCBS Infrastructure Funds-Replacement Blinds for Senior Center - PCard	SYS AP	631524		199334	Blinds.com	022224	P-Card			549.09		5,260.28
	03/12/2024	1/29/24 HCBS Infrastructure Funds-Senior Center Kitchen Organization Items - PCard	SYS AP	631524		199334	Amazon Mktplace Pmts	022224	P-Card			66.46		5,326.74
	03/12/2024	1/26/24 HCBS Infrastructure Funds-Tablecloths for the Senior Center - PCard	SYS AP	631524		199334	Amazon Mktplace Pmts	022224	P-Card			217.69		5,544.43
	03/12/2024	1/25/24 HCBS Infrastructure Funds-Senior Center Infrastructure Revamp Furniture and Decor - PCard	SYS AP	631524		199334	Wayfair	022224	P-Card			1,276.09		6,820.52
	03/12/2024	1/25/24 HCBS Infrastructure Funds-Senior Center Infrastructure Revamp-Window Decals, Organizing Bins, and Mouse - PCard	SYS AP	631524		199334	Amazon Mktplace Pmts	022224	P-Card			61.50		6,882.02
	03/12/2024	1/24/24 HCBS Infrastructure Funds-Senior Center Infrastructure Revamp-Replacement of Furniture - PCard	SYS AP	631524		199334	Amazon Mktplace Pmts	022224	P-Card			509.42		7,391.44
	03/12/2024	1/24/24 HCBS Infrastructure Funds-Senior Center Infrastructure Revamp-Replacement of Furniture - PCard	SYS AP	631524		199334	Amazon Mktplace Pmts	022224	P-Card		MAR INFRASTRUCTURE FUNDS	292.79		7,684.23
		TOTAL									\$2,973.04	2,973.04	0.00	7,684.23
		GRAND TOTAL										2,973.04	0.00	7,684.23



COUNTY OF MONO  
G/L TRANSACTION DETAIL

From Date: 07/01/2023  
To Date: 03/31/2024  
From Account: 110-56-875-33120  
To Account:  
Include Accounts With No Activity  
Run Date: 04/18/2024  
User: srobinson

G/L#	EFFECTIVE DATE	DESCRIPTION	STPSOURCE	JE#	DEPOSIT	CHECK	VENDOR	VENDOR INVOICE#	INVOICE TYPE	PO	PROJECT	DEBIT	CREDIT	BALANCE
110-56-875-33120		Special Departmental Expense										Balance	Forward	0.00
	08/11/2023	7/11/23 BUS PASS PURCHASE - PCard	SYS AP	598314		196127	EASTERN SIERRA TRANSIT AUTHORITY	07242023-2	P-Card			405.00		405.00
	08/11/2023	07-18-23 DINING/KITCHEN SUPPLIES-HCBS INFRASTRUCTURE FUNDS - PCard	SYS AP	598314		196127	Amazon Mktplace Pmts	07242023-2	P-Card			262.14		667.14
	09/06/2023	New water filter for the ice machine for the Antelope Valley Senior Center. The total cost for this short form contract includes parts and for installation	SYS AP	603465		14780	BUFFO'S REFRIGERATION, INC	10226	County Invoice	24-0000 43		820.27		1,487.41
	10/31/2023	WALKER SENIOR CNTR REPAIR REIMBURSEMENT	AJ GL	626997								2,818.52		4,305.93
	11/07/2023	Warranty bill back for charges not covered under warranty for services provided by Buffo's Refrigeration	SYS AP	614924		197609	Beverage Air	FT_11083	County Invoice			217.55		4,523.48
	12/12/2023	10/23/23 Food Items and Mop/Broom Hanger Mount for Senior Program - PCard	SYS AP	618434		197996	Wal-Mart	112223	P-Card			10.68		4,534.16
	02/15/2024	1/18/24 HCBS Infrastructure Funds-Replacement of old table covers and window curtains for Senior Center - PCard	SYS AP	627630		198965	Amazon	01222024	P-Card			122.35		4,656.51
	02/15/2024	1/18/24 HCBS Infrastructure Funds-Replacement of old table covers for Senior Center - PCard	SYS AP	627630		198965	Amazon	01222024	P-Card			54.68		4,711.19
	03/12/2024	HCBS Infrastructure Funds-Replacement Blinds for Senior Center - PCard	SYS AP	631524		199334	Blinds.com	022224	P-Card			549.09		5,260.28
	03/12/2024	1/29/24 HCBS Infrastructure Funds-Senior Center Kitchen Organization	SYS AP	631524		199334	Amazon Mktplace Pmts	022224	P-Card			66.46		5,326.74

G/L#	EFFECTIVE DATE	DESCRIPTION	STPSOURCE	JE#	DEPOSIT	CHECK	VENDOR	VENDOR INVOICE#	INVOICE TYPE	PO	PROJECT	DEBIT	CREDIT	BALANCE
	03/12/2024	Items - PCard 1/26/24 HCBS Infrastructure Funds-Tablecloths for the Senior Center - PCard	SYS AP	631524		199334	Amazon Mktplace Pmts	022224	P-Card			217.69		5,544.43
	03/12/2024	1/25/24 HCBS Infrastructure Funds-Senior Center Infrastructure Revamp Furniture and Decor - PCard	SYS AP	631524		199334	Wayfair	022224	P-Card			1,276.09		6,820.52
	03/12/2024	1/25/24 HCBS Infrastructure Funds-Senior Center Infrastructure Revamp-Window Decals, Organizing Bins, and Mouse - PCard	SYS AP	631524		199334	Amazon Mktplace Pmts	022224	P-Card		YTD INFRASTRUCTURE FUNDS \$6,230.73	61.50		6,882.02
	03/12/2024	1/24/24 HCBS Infrastructure Funds-Senior Center Infrastructure Revamp-Replacement of Furniture - PCard	SYS AP	631524		199334	Amazon Mktplace Pmts	022224	P-Card			509.42		7,391.44
	03/12/2024	1/24/24 HCBS Infrastructure Funds-Senior Center Infrastructure Revamp-Replacement of Furniture - PCard TOTAL	SYS AP	631524		199334	Amazon Mktplace Pmts	022224	P-Card			292.79		7,684.23
		GRAND TOTAL										7,684.23 7,684.23	0.00 0.00	7,684.23 7,684.23

# CREDIT CARD USAGE REPORT

FOR: Senior Services  
PROGRAM OR ACCOUNT(S) CHARGED:

875-33120

HCBS Infrastructure Funds

TOTAL AMOUNT CHARGED \$ 549.09

TOTAL # OF RECEIPTS: 1

CHARGE/USE DATE(S): 02/09/2024

USE, ITEM OR SERVICE CHARGED:

Replacement Blinds (3)

EVENT, GROUP OR AUDIENCE:

AVSC

ATTENDEES NAMES OR DESCRIPTION:

Attach sign-in sheet to back (if used)

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Authorized signatures:

Miles

NOTES: 

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Want an Update? Skip the phones, check your [order status online](#).


## View Order Information

View below to see the details of your order and your estimated delivery date. You will also find your shipment tracking information here once your product(s) are shipped.

**ATTENTION:** Due to high volume, your product(s) may be **delayed once in route**. Please allow extra time once the product has shipped for updated tracking information.

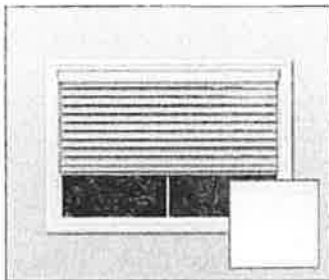
# Order #: 13273835

Order placed Friday, February 9, 2024 2:01 PM EST

 Print this page

### Item Description

### Status



Blinds.com Cordless 2 Inch Faux Wood Blinds

Quantity: 2

Window Name: DIN

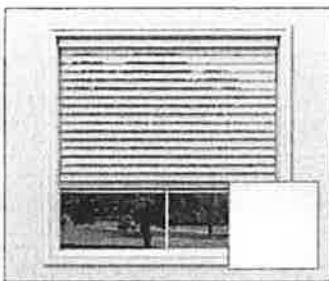
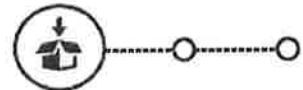
Mount: Inside Mount

[Show More Details](#)

### Estimated Delivery

**Monday**  
**Feb**  
**26**

### Being Made



Blinds.com Cordless 2 Inch Faux Wood Blinds

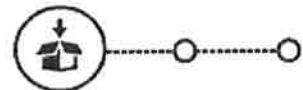
Quantity: 1

Window Name: DIN

### Estimated Delivery

**Monday**  
**Feb**  
**26**

### Being Made



**Item Description****Status**

Mount: Inside Mount

[Show More Details](#)

Please note that we cannot make changes or cancellations after 24 hours from placement of your order. If you have questions or need to make any changes, please call us at 800-505-1905. Changes cannot be made on orders with Rushed Production or Expedited Shipping. If you ordered multiple items they may ship separately. You can view the status of each item below.

**Order Summary**

Subtotal	\$511.97
Shipping	FREE
Tax	\$37.12
<b>Total</b>	<b>\$549.09</b>

**Customer Information****Shipping Address**

Antelope Valley Senior Center  
399 MULE DEER RD  
COLEVILLE, CA  
96107

**Email & Phone**

cmiles@mono.ca.gov  
530-495-2323

## CREDIT CARD USAGE REPORT

FOR: Senior Services  
PROGRAM OR ACCOUNT(S) CHARGED:

875-33120

HCBS Infrastructure

TOTAL AMOUNT CHARGED \$ 66.46

TOTAL # OF RECEIPTS: 1

CHARGE/USE DATE(S): 01/26/2024

USE, ITEM OR SERVICE CHARGED:

Kitchen Org. Items

EVENT, GROUP OR AUDIENCE:

AVSC

ATTENDEES NAMES OR DESCRIPTION:  
Attach sign-in sheet to back (if used)

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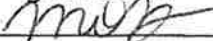
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Authorized signatures:

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NOTES: \_\_\_\_\_

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Attach **ORIGINAL** receipts here  
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**Final Details for Order #112-7121655-5062645**

Print this page for your records.

**Order Placed:** January 26, 2024

**Amazon.com order number:** 112-7121655-5062645

**Order Total:** \$66.46

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**Shipped on January 29, 2024**

**Items Ordered**

**Price**

1 of: *Housolution Pot and Pan Organizer Rack for Cabinet, Expandable Pot Lid Organizer with 14 Adjustable Dividers, Pot and Pan Holder Rack Storage Organizer for Kitchen, Silver*

**\$28.99**

Sold by: Showmore US (seller profile)

Supplied by: Showmore US (seller profile)

Condition: New

1 of: *Zuozee Wall Calendar 2024-2025, 18 Month Large Calendar 2024-25 for Wall - Runs From Jan. 2024 Until Jun. 2025-14" x 11", Perfect for Organizing at Home, Office & School*

**\$9.99**

Sold by: Zuozee (seller profile)

Supplied by: Zuozee (seller profile)

Condition: New

1 of: *PROLISOK Flatware Rack - 8-slot Plastic Cutlery Basket - Large 16" Organizer for Knives, Forks, Spoons, Silverware, Kitchen Utensils, Essentials, Craft & Office Supplies - Dishwasher Basket*

**\$22.99**

Sold by: Prolisok Official (seller profile)

Supplied by: Prolisok Official (seller profile)

Condition: New

**Shipping Address:**

misty obregon  
399 MULE DEER RD  
COLEVILLE, CA 96107-9801  
United States

**Shipping Speed:**

Delivery in fewer trips to your address

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**Payment information**

**Payment Method:**

Visa ending in 5354

Item(s) Subtotal: **\$61.97**

Shipping & Handling: **\$0.00**

**Billing address**

misty gomez  
PO BOX 556  
BRIDGEPORT, CA 93517-0556  
United States

Total before tax: **\$61.97**

Estimated tax to be collected: **\$4.49**

**Grand Total: \$66.46**

**Credit Card transactions**

Visa ending in 5354: January 29, 2024: **\$66.46**

To view the status of your order, return to Order Summary.

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## CREDIT CARD USAGE REPORT

FOR: Senior Services  
PROGRAM OR ACCOUNT(S) CHARGED:

875-33120-

HCBS Infrastructure

TOTAL AMOUNT CHARGED \$ 217.69

TOTAL # OF RECEIPTS: 1

CHARGE/USE DATE(S): 01/26/2024

USE, ITEM OR SERVICE CHARGED:

Tablecloths replacement

EVENT, GROUP OR AUDIENCE:

AVSC

ATTENDEES NAMES OR DESCRIPTION:

Attach sign-in sheet to back (if used)

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Authorized signatures:

[Signature]

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NOTES:

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Attach **ORIGINAL** receipts here  
Or on back





Final Details for Order #112-7951057-1809019  
Print this page for your records.

Order Placed: January 26, 2024  
Amazon.com order number: 112-7951057-1809019  
Order Total: \$217.69

Shipped on January 26, 2024

**Items Ordered**  
5 of: SUPNON Elastic Edged Polyester Fitted Table Cover, Marble, Gradient Macro Quartz Rock Surface, The Ultimate for Your Table Diameter 70" Tablecloth (Fit for 59"-63" Table) AM021852 **Price** \$34.99  
Sold by: GDGO (seller profile)  
Supplied by: Other  
  
Condition: New

**Shipping Address:**  
misty obregon  
399 MULE DEER RD  
COLEVILLE, CA 96107-9801  
United States

**Shipping Speed:**  
Standard Shipping

Payment information

<b>Payment Method:</b> Visa ending in 5354	Item(s) Subtotal: \$174.95 Shipping & Handling: \$27.99 ----- Total before tax: \$202.94 Estimated tax to be collected: \$14.75 ----- <b>Grand Total: \$217.69</b>
<b>Billing address</b> misty gomez PO BOX 556 BRIDGEPORT, CA 93517-0556 United States	
<b>Credit Card transactions</b>	Visa ending in 5354: January 26, 2024: \$217.69

To view the status of your order, return to Order Summary.

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English United States

Help

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## CREDIT CARD USAGE REPORT

FOR: Senior Services  
PROGRAM OR ACCOUNT(S) CHARGED:

875-33120  
HCS Infrastructure Funds

TOTAL AMOUNT CHARGED \$ 1,276.09

TOTAL # OF RECEIPTS: 1

CHARGE/USE DATE(S): 1/23/24

USE, ITEM OR SERVICE CHARGED:

Senior Center Infrastructure Ramp  
EVENT, GROUP OR AUDIENCE:  
Antelope Valley Senior Center

ATTENDEES NAMES OR DESCRIPTION:  
Attach sign-in sheet to back (if used)

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Authorized signatures:

Miles;

NOTES: 

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Attach **ORIGINAL** receipts here  
Or on back





Invoice #2635330463

Last Updated: January 23, 2024 | 04:02 PM EST











From:  
Wayfair LLC  
Attn: Orders  
4 Copley Place  
Boston, MA 02116  
United States  
+1 844-977-0615  
service@wayfair.com

Bill To:  
Antelope Valley Senior  
Center  
399 Mule Deer Road  
Coleville, CA 96107-9801  
United States

Order Date Jan 23, 2024  
Order Total \$1,276.09  
Payments \$0.00  
Balance \$1,276.09

## Items to be Shipped

Ship To:  
Antelope Valley Senior Center  
399 Mule Deer Road  
Coleville, CA 96107-9801  
United States

Item	Unit Price	Qty	Subtotal	Shipping & Delivery	Tax	Total
 Nyajiah Corner Bookcase W010763081 Color: Dark Gray	\$189.99	1	\$189.99	\$0.00	\$13.77	\$203.76
 Sabine Metal Wall Mirror W004231213 Finish: Black Size: 36" H x 24" W	\$129.99	1	\$129.99	\$0.00	\$9.42	\$139.41
 Annette Polypropylene Blend Fuchsia/Orange Rug WRMG1793 Rug Size: Rectangle 5'1" x 7'6"	\$119.99	1	\$119.99	\$0.00	\$8.70	\$128.69
 Holtby Freestanding Bathroom Cabinet W004726908 Finish: Mystic Gray	\$59.99	2	\$119.98	\$0.00	\$8.70	\$128.68
 Corner Bookcase W006036194 Color: Vintage	\$104.99	1	\$104.99	\$0.00	\$7.61	\$112.60
 Dioselin Buttons Velvet Throw Pillow (Set of 2) W008675387 Color: Blush	\$30.99	1	\$30.99	\$0.00	\$2.25	\$33.24
 Solid + Manufactured Wood Plants & Flowers Wall Decor W010665588	\$79.99	1	\$79.99	\$0.00	\$5.80	\$85.79
 Sabine Metal Wall Mirror W004231213 Finish: Black Size: 30" H x 22" W	\$109.99	1	\$109.99	\$0.00	\$7.97	\$117.96
 Rylie Texture Jute Tabs Semi-Sheer Tab Top Curtain Panel W004590266 Size per Panel: 50" W x 63" L Curtain Color: Linen	\$15.99	2	\$31.98	\$0.00	\$2.32	\$34.30
 Bernal 64" Gold Tree Floor Lamp Set W007097894	\$73.99	1	\$73.99	\$0.00	\$5.36	\$79.35
 24" Tall 2 - Drawer End Table with Storage and Built-In Outlets W007660354 Table Top Color: Brown Table Base Color: Black	\$73.99	1	\$73.99	\$0.00	\$5.36	\$79.35
 Irfaan Coffee Table W011328651 Color: Brown	\$91.99	1	\$91.99	\$0.00	\$6.67	\$98.66

Item	Unit Price	Qty	Subtotal	Shipping & Delivery	Tax	Total
 Rylie Texture Jute Tabs Semi-Sheer Tab Top Curtain Panel W004590266 Size per Panel: 50" W x 63" L Curtain Color: Linen	\$15.99	2	\$31.98	\$0.00	\$2.32	\$34.30
Total: \$1,276.09						

## Payments

Payment Date	Payment Method	Status	Details	Amount
Jan 23, 2024	Credit Card - VISA ****5382   exp. 03/24	Pending	The amount has been authorized, but the transaction has not been completed yet.	(\$1,276.09)

## Payment Terms

Payment Type: Credit Card  
 Currency: USD

## Tax Terms

Tax Exempt: No  
 Order Country: United States  
 Order State: California

## Invoice Summary

Subtotal	\$1,189.84
Shipping & Delivery	\$0.00
Tax	\$86.25
Order Total	\$1,276.09
Payments	\$0.00

**Balance \$1,276.09**

Invoice summary reflects current payment and shipment status. Remaining balance will be charged to your credit card as items ship.

## CREDIT CARD USAGE REPORT

FOR: Senior Services  
PROGRAM OR ACCOUNT(S) CHARGED:

875-33120

HCBS-Infrastructure Funds

TOTAL AMOUNT CHARGED \$ 863.71

TOTAL # OF RECEIPTS: 3

CHARGE/USE DATE(S): 1/23/24

USE, ITEM OR SERVICE CHARGED:

Replacement of Senior Center furniture  
EVENT, GROUP OR AUDIENCE:

Antelope Valley Senior  
Center - Center ramp/updates <sup>infrastructure</sup>

ATTENDEES NAMES OR DESCRIPTION:  
Attach sign-in sheet to back (if used)

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Authorized signatures:

Miles

NOTES: 

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Attach **ORIGINAL** receipts here  
Or on back



**Details for Order #113-0061053-3423415**

Print this page for your records.

**Order Placed:** January 23, 2024

**Amazon.com order number:** 113-0061053-3423415

**Order Total: \$61.50**

**Not Yet Shipped****Items Ordered****Price**

1 of: *Logitech Signature M650 L Left Wireless Mouse - For Large Sized Left Hands, 2-Year Battery, Silent Clicks, Customizable Side Buttons, Bluetooth, for PC/Mac/Multi-Device/Chromebook - Graphite* \$33.89  
Sold by: Comfort Shopping ([seller profile](#))  
Supplied by: Other

Condition: New

1 of: *Simplify 6 Pack Organizing Set | Square Bins | Multipurpose | Office | Desk | Dorm | Bathroom | Storage Basket | Small Items | Accessories | Grey* \$10.37  
Sold by: Amazon.com Services, Inc  
Supplied by: Other

Condition: New

1 of: *Art3d Smoothing Tool Kit for Applying Peel and Stick Wallpaper, Vinyl Backsplash Tile* \$5.59  
Sold by: Art3d® ([seller profile](#))  
Supplied by: Other

Condition: New

1 of: *Volcanics Window Privacy Film Vinyl 3D Decals Stickers Rainbow Static Window Clings for Glass Door Home Heat Control Anti UV 17.5 x 78.7 Inches* \$7.49  
Sold by: Volcanics US ([seller profile](#))  
Supplied by: Other

Condition: New

**Shipping Address:**

Antelope Valley Senior Center  
399 MULE DEER RD  
COLEVILLE, CA 96107-9801  
United States

**Shipping Speed:**

Amazon Day Delivery

**Payment information****Payment Method:**

Visa ending in 5382

Item(s) Subtotal: \$57.34  
Shipping & Handling: \$0.00

**Billing address**

County of Mono  
PO BOX 556  
BRIDGEPORT, CA 93517-0556  
United States

Total before tax: \$57.34  
Estimated tax to be collected: \$4.16

**Grand Total: \$61.50**

To view the status of your order, return to [Order Summary](#).

Details for Order #113-6567447-9835431

[Print this page for your records.](#)

**Order Placed:** January 23, 2024

**Amazon.com order number:** 113-6567447-9835431

**Order Total:** \$509.42

**Not Yet Shipped**

**Items Ordered**

	<b>Price</b>
1 of: <i>TYBOATLE Modern Living Room Furniture Sectional Sofa Sets 3 Piece, 1 Tufted Mid-Century USB Loveseat Couch w/ 2 Cupholders and 2 Comfy Accent Arm Chairs for Small Space, Apartment, Office (Dark Grey)</i>	\$374.99
Sold by: NION GO ( <a href="#">seller profile</a> )	
Supplied by: Other	

Condition: New

**Shipping Address:**

Antelope Valley Senior Center  
399 MULE DEER RD  
COLEVILLE, CA 96107-9801  
United States

**Shipping Speed:**

Standard Shipping

**Payment information**

**Payment Method:**

Visa ending in 5382

Item(s) Subtotal: \$374.99  
Shipping & Handling: \$99.99

**Billing address**

County of Mono  
PO BOX 556  
BRIDGEPORT, CA 93517-0556  
United States

Total before tax: \$474.98  
Estimated tax to be collected: \$34.44

**Grand Total: \$509.42**

To view the status of your order, return to [Order Summary](#).

Details for Order #113-7039068-3218622

[Print this page for your records.](#)

**Order Placed:** January 23, 2024

**Amazon.com order number:** 113-7039068-3218622

**Order Total:** \$292.79

**Not Yet Shipped**

**Items Ordered**

**Price**

1 of: *anwickjeff 59" Wide Modern Boucle Loveseat Small Sofa Small Mini Room Couch 2-Seater Sofa with Gold Metal Legs for Small Space Office Studio Apartment Bedroom (Green)* \$84.00

Sold by: ZEKOshop ([seller profile](#))

Supplied by: Other

Condition: New

**Shipping Address:**

Antelope Valley Senior Center  
399 MULE DEER RD  
COLEVILLE, CA 96107-9801  
United States

**Shipping Speed:**

Standard Shipping

**Payment information**

**Payment Method:**

Visa ending in 5382

Item(s) Subtotal: \$84.00

Shipping & Handling: \$189.00

**Billing address**

County of Mono  
PO BOX 556  
BRIDGEPORT, CA 93517-0556  
United States

Total before tax: \$273.00

Estimated tax to be collected: \$19.79

**Grand Total:\$292.79**

To view the status of your order, return to [Order Summary](#).





# 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

June 24, 2025

Reference ID:  
2025-462

### Amendment No. 6 to Maintenance Contract with Siemens Industry, Inc. for the Juvenile Center Fire Suppression System Probation ACTION REQUIRED

#### ITEM SUBMITTED BY

Jeffrey Thomson, Chief Probation Officer

#### ITEM PRESENTED BY

Jeffrey Thomson, Chief Probation Officer

#### RECOMMENDED ACTION:

Approve Amendment No. 6 to the Agreement between the County of Inyo and Siemens Industry, Inc. of Fresno, CA, to extend the Agreement from July 1, 2025 to June 30, 2026, July 1, 2026 to June 30, 2027, and July 1, 2027 to June 30, 2028, with the cost of \$8,064 paid in two installments per year for the semi-annual for Fiscal Year 2025-2026, \$8,468 paid in two installments per year for the semi-annual for Fiscal Year 2026-2027, \$8,890 paid in two installments per year for the semi-annual for Fiscal Year 2027-2028 for the inspection and maintenance of equipment services (fire and safety equipment – fire suppression system), contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

SimplexGrinnel originally installed the electronic controls and Life Safety system (fire suppression system) in the Inyo County Jail and Juvenile Center. SimplexGrinnel held the maintenance contract on this equipment every year due to the proprietary nature of the entire system and the need for Simplex replacement parts. In 2003, Inyo County Juvenile Center received a proposal from the Fire Safety Division of Siemens to maintain, repair and inspect our Fire and Life Safety Equipment. Siemens was able to offer a maintenance contract because nearly all of their technical service personnel were former SimplexGrinnel employees, specifically the technicians who provided service to our facility. Siemens could also acquire the needed parts and provide a twenty-four (24) hour response window under any circumstance. Siemens has been awarded the maintenance contracts since 2003 at the Jail and Juvenile Center and the service technicians are familiar with the Juvenile Center's fire suppression system. Both parties would like to extend the Agreement from July 1, 2025 to June 30, 2028.

#### FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	023000
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

Siemens Industry Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, energy efficiency and operations of some of the most technically advanced buildings in the world.

Siemens Industry Inc. performs the required annual test of the fire alarm system using locally adopted NFPA 72 edition's recommended methods as guidelines. They perform tests on both smoke detectors and the fire alarm system.

Siemens Industry Inc. has the experience, training, and parts for the original SimplexGrinnel fire suppression system installed in the Juvenile Center when it was constructed.

Siemens also maintains the fire suppression system at the Jail.

<b>Current Fiscal Year Impact</b>
Up to \$8,064 for the period between July 1, 2025 through June 30, 2026.
<b>Future Fiscal Year Impacts</b>
Up to \$8,468 for the period between July 1, 2026 through June 30, 2027.
Up to \$8,890 for the period between July 1, 2027 through June 30, 2028.
<b>Additional Information</b>

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

The Board could choose not to extend the Agreement with Siemens. This is not recommended as Siemens has been reliable and knowledgeable with our system; provides the emergency response we need; and is currently under a maintenance contract with the County to inspect the Jail. Yearly inspections and maintenance of the fire suppression system is required on a facility that houses juveniles.

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

Sheriff

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

Not Applicable

#### **APPROVALS:**

Krystal Leonard	Created/Initiated - 6/5/2025
Darcy Israel	Approved - 6/9/2025
Krystal Leonard	Approved - 6/9/2025
John Vallejo	Approved - 6/10/2025
Amy Shepherd	Approved - 6/12/2025
Keri Oney	Approved - 6/16/2025
Aaron Holmberg	Approved - 6/16/2025
Jeffrey Thomson	Approved - 6/16/2025
Nate Greenberg	Final Approval - 6/17/2025

#### **ATTACHMENTS:**

1. Original Contract 2017-2020
2. Siemens Contract Amendment No. 1
3. Siemens Contract Amendment No. 2
4. Siemens Contract Amendment No. 3

5. Siemens Contract Amendment No. 4
6. Siemens Contract Amendment No. 5
7. Siemens Contract Amendment No. 6

**AGREEMENT BETWEEN COUNTY OF INYO  
AND SIEMENS INDUSTRY INC.  
FOR THE PROVISION OF MAINTENANCE OF FIRE SUPPRESSION SYSTEM SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the maintenance of equipment \_\_\_\_\_ services of \_\_\_\_\_ Siemens Industry Inc. of \_\_\_\_\_ Fresno, 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 Mark Olsen or his designee, whose title is: Deputy Chief of Juvenile Institutions. 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, 2017 to June 30, 2020 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 twenty-one thousand seven hundred twenty-six and no/100 ----- Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

**4. WORK SCHEDULE.**

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

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

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses,

professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

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

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. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

## **9. 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.

## **10. 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.

## **11. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

## **12. 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.

**13. 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.

**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 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-four (24) 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-four (24) (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	
Probation - Juvenile Center	Department
P. O. Box 306/201 Mazourka Canyon Road	Street
Independence, CA 93526	City and State

Contractor:	
Siemens Industry Inc.	Name
4273 West Richert Avenue, Suite 110	Street
Fresno, CA 93722	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 SIEMENS INDUSTRY INC.  
FOR THE PROVISION OF MAINTENANCE OF FIRE SUPPRESSION EQUIPMENT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 27th DAY OF June, 2017.

**COUNTY OF INYO**

By: Mark Tillman

Dated: 6/27/17

**CONTRACTOR**

By: [Signature]  
Signature Larry Hillman  
**Branch Manager**  
**Siemens Industry**

Print or Type Name

Dated: 5/2/17

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 SIEMENS INDUSTRY INC.

AND

MAINTENANCE OF FIRE SUPPRESSION EQUIPMENT  
FOR THE PROVISION OF SERVICES

#### TERM:

FROM: July 1, 2017 TO: June 30, 2020

#### SCOPE OF WORK:

As noted in the Advantage Services Proposal Agreement, specifically pages 3-8, see attached and as noted below:

1. An annual inspection will be performed in November or December of each year with an annual maintenance visit to be scheduled prior to June 30 of each year.
2. Deputy Director Mark Olsen or his Designee is to be notified (at least one week in advance) when an inspection and/or a maintenance visit is scheduled.

Contact and Site Location:  
Inyo County Juvenile Center  
201 Mazourka Canyon Road  
Independence, California  
Deputy Chief Mark Olson or his Designee  
Phone Numbers: 760/872-4005 or 760/872-4111

2. TERM. (page 1) is replaced in its entirety with:

#### 2. TERM

A. Initial Term. The term of this Agreement shall be from July 1, 2017 to June 30, 2020, unless sooner terminated as provided below.

B. Extension of Term. In addition to the initial term, there will be one (1) option for the County or Contractor to extend the Agreement as follows:

- (a) from July 1, 2020 through June 30, 2021; and,
- (b) from July 1, 2021 through June 30, 2021.

The option to extend may be exercised by either party, in the manner and on the terms and conditions hereinafter provided. The initial term and successive options to extend, if any, shall not exceed an aggregate total of more than sixty (60) months.

C. Exercising Options to Extend. The option to extend the term of the Agreement for the periods identified above may be exercised by the County or Contractor in the manner and on the terms and conditions below:

#### 1. Terms and Conditions:

- (a) neither Contractor nor County has terminated or cancelled this Agreement for any reason.
- (b) neither Contractor nor County is in default on any term or condition of this Agreement.

#### 2. Manner in Which Options Can Be Exercised:

- (a) County or Contractor may exercise the option to extend no earlier than three (3) months before expiration of the initial term of this Agreement or any extension thereof.
- (b) The County or Contractor must notify the other party in writing of its intent to exercise an option at least thirty (30) days before expiration of the contract, or an extension thereof.
- (c) The option to extend shall be upon the same terms and conditions as stated in this Contract.

## 1 Overview

### 1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

---

### 1.2 Current Situation

Inyo County has requested that Siemens prepare a Service Agreement for the 2017-2020 fiscal years, with two single year options, 2020-2021 and 2021-2022.

---

### 1.3 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

---

## 2 Service Solution

### 2.1 FIRE ALARM & LIFE SAFETY SERVICES

#### Approach

##### Gold Level

The Gold Advantage Services plan is designed for customers looking for a partner to ensure dependability and high reliability from their facility systems. When emergencies occur, Siemens experts will provide online or phone support within 2 hours and if this cannot remedy the emergency, arrive on site within 4 hours for critical components 24 hours a day every day. For non-emergency technical problems or for non-critical components, Siemens will be on site within 24 hours 24x7.

#### Performance

Designed for customers requiring absolute confidence in their fire system operation, Advantage Services Performance Package provides you with the world-class expertise available only from Siemens, the world leader in fire alarm systems and system maintenance. Our single-minded objective is to make certain your system is

operating properly 24-hours a day, 7 days a week and that your system is in full compliance with local and national requirements. The Performance Package is also specially designed to reduce false alarms and help minimize system downtime and costly repairs.

The Performance includes code-compliant testing of your fire alarm system, smoke detector sensitivity testing, and a detailed written report following each service visit.

#### 2.1.1 Customer Support Services

##### Written Report of All Services Performed

We will complete a service report for each visit detailing the purpose of the call and summarizing the work that was performed.

#### 2.1.2 Technical Support Services

##### Emergency Online/Phone Response: Monday through Sunday, 24 Hours per Day

System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within 2 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable Siemens to remotely access into your system, through a dedicated telephone line that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Labor for dispatch is covered in this agreement.

##### Emergency Onsite Response: Monday through Sunday, 24 Hours per Day

Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for critical emergencies, or within 24 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by your staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by your staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

##### Fire Life Safety System Testing and Inspection

As designated agent, we will perform the required annual test and inspection of the fire alarm system using NFPA-recommended test frequencies and methods as guidelines. We will provide the necessary documentation to satisfy the AHJ and to maintain your Certificate of Occupancy. A list of equipment covered under this service agreement, along with test frequencies, can be found in the List of Maintained Equipment section of this service agreement.

## Smoke Detector Sensitivity Testing

Smoke Detector Sensitivity testing will be performed, in accordance with NFPA 72 guidelines, using the manufacturer's recommended test methods and a UL approved testing device. We will provide an analysis of the test results, along with recommendations for detectors that require either cleaning or replacement.

## 3 Service Implementation Plan

### 3.1 Fire Alarm & Life Safety Services On-site Response Time and Call Windows

	Gold
Attribute	
Emergency Online/Phone Response	2 hours
Response time - onsite for critical components	4 hours – labor to appear onsite is covered within this response time coverage*
Response time - onsite for non-emergency	24 hours – labor to appear onsite is covered within this response time coverage*
Hours of Service	24 x 7 – Response time labor is covered within these hours of service
Window for Call Handling	24 x 7 – Availability to take your call

\*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage. See [List of Maintained Equipment](#) to view your current Repair and Replacement Coverage.

### 3.2 Maintained Equipment Table

# SIEMENS

## Siemens Building Technologies Service Agreement

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Fire Alarm System	Field Peripherals	Tamper Switch Monitor Module	1			
Services (Times per year): Test and Inspection (2)						
Fire Alarm System	Field Peripherals	Waterflow Switch Monitor Module	2			
Services (Times per year): Test and Inspection (2)						
Fire Alarm System	Field Peripherals	Strobe	34			
Services (Times per year): Test and Inspection (1)						
Fire Alarm System	Field Peripherals	Speakers or Horns with Strobes	13			
Services (Times per year): Test and Inspection (1)						
Fire Alarm System	Detectors	Conventional Smoke Detector	39			
Services (Times per year): Sensitivity Testing-Manual (0.5) - Test and Inspection (1)						
Fire Alarm System	Field Peripherals	Conventional Pull Station	4			
Services (Times per year): Test and Inspection (1)						
Fire Alarm System	Detectors	Conventional Heat Detectors	53			



Services (Times per year): Test and Inspection (1)

Fire Alarm System	Control & Annunciation	Siemens MXL Alarm Panel	1
-------------------	------------------------	-------------------------	---

Services (Times per year): Test and Inspection (1)

Fire Alarm System	Control & Annunciation	Remote Control/Annunciator Panel	1
-------------------	------------------------	----------------------------------	---

Services (Times per year): Test and Inspection (1)

### 3.3 Service Team

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Danell Henry - Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

Shawn Neylon - Service Account Engineer or Team Leader is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Ryan Masloskie - Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Lucy Arroyo - Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Office: 559-276-2600

Toll Free 24/7 Service Line: 1-866-SBT-PROS

#### 4 Siemens Industry, Inc.

##### 4.1 Signature Page and Investment By and Between:

Siemens Industry, Inc.  
4273 West Richert Ave. Suite 110  
Fresno, CA 93722  
Danelle Henry  
(559) 916-8448

County of Inyo  
201 Mazourka Canyon Rd  
Independence, CA 93526  
Alisa Lembke  
760-872-7075

Services shall be provided at 201 Mazourka Canyon Rd, Independence, CA 93526.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 03/22/2017 and the attached terms and conditions.

Duration: This agreement shall remain in effect for an Initial Term of 3 Years beginning 07/01/2017. This agreement has the option of two, one year renewals of 7/1/2020- 6/30/2021 and 7/1/2021- 6/30/2022. If extended to year 4 and/or 5, the yearly maintenance amount will be negotiated prior to the expiration of the prior year.

##### Initial Term Investments:

Year 1	07/01/2017 to 06/30/2018	\$7,242 annually	paid \$3,621 semi-annually in advance
Year 2	07/01/2018 to 06/30/2019	\$7,242 annually	paid \$3,621 semi-annually in advance
Year 3	07/01/2019 to 06/30/2020	\$7,242 annually	paid \$3,621 semi-annually in advance

Applicable sales taxes are excluded from the Investments. The pricing quoted in this proposal are firm for 30 days.

Proposal accepted by:

County of Inyo

Mark Telleman 6/27/17  
Signature Date

Proposal submitted by:

Danelle Henry  
Account Executive  
Siemens Industry, Inc.

[Signature]  
Signature Date

P.O.#

"PO Number will be used for Internal Purposes Only"

☐ Customer purchase order included as an attachment to this agreement and will be referenced on invoices.

Or

☐ Customer purchase order not required. Invoices will be approved and processed with signature of authorized customer representative.

Brian Klee

**Larry Hillman**  
Branch Manager  
Siemens Industry

Branch Manager

[Signature] 5/2/17  
Signature Date

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter. BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
SIEMENS INDUSTRY INC.**

**AND** \_\_\_\_\_  
**MAINTENANCE OF FIRE SUPPRESSION EQUIPMENT**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**  
July 1, 2017 June 30, 2020  
**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCHEDULE OF FEES:**

Section 3.E. Consideration / Billing and payment of this contract (page 2) is replaced with the following language:

"Contractor shall submit to the County semi-annually an itemized statement of all services and work described within Attachment A - Scope of Work, which were done at the County's request. This statement will be submitted to the County within ten (10) days of the service date. The 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, County shall make payment to the Contractor."

Year 1 cost for the time period of 7/1/2017 to 06/30/2018. \$3,621 is to be billed and paid semi-annually and in advance  
(total amount for Year 1: \$7,242)

Year 2 cost for the time period of 7/1/2018 to 6/30/2019. \$3,621 is to be billed and paid semi-annually in advance  
(total amount for Year 2: \$7,242)

Year 3 cost for the time period of 7/1/2019 to 6/30/2020. \$3,621 is to be billed and paid semi-annually in advance  
(total amount for Year 2: \$7,242)

If option to extend for Year 4 and 5, the yearly maintenance amount will be negotiated prior to the expiration of the prior year (June 30th).

LASTLY, SEE PAGE 18 OF THE ADVANTAGE SERVICES PROPOSAL AGREEMENT ATTACHED FOR ADDITIONAL LABOR AND MATERIAL PRICING, SPECIFICALLY THE "PREFERRED CUSTOMER LABOR RATES" SCHEDULE.

## Appendix A. Discounted Labor & Material Pricing

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

### Siemens Industry, Inc.

#### *Rates effective through life of agreement.*

Please note: Rates shown are for the period referenced above and are subject to change.

Standard Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	\$217.00	\$326.00	\$434.00
Fire Safety Specialist	\$170.00	\$255.00	\$340.00
Fire Sprinkler Fitter	\$221.00	\$331.50	\$442.00
Electrician	\$250.00	\$375.00	\$500.00
Security Specialist	\$181.00	\$271.50	\$362.00
Mechanic	\$260.00	\$390.00	\$520.00
Add All:	(plus \$50.00 truck charge)	(plus \$50.00 truck charge)	(plus \$50.00 truck charge)

Customers with an active Service Agreement will be eligible for the preferred customer labor rates listed below.

Preferred Customer Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	\$174.00	\$261.00	\$348.00
Fire Safety Specialist	\$136.00	\$204.00	\$272.00
Fire Sprinkler Fitter	\$177.00 (plus \$50.00 truck charge)	\$265.50 (plus \$50.00 truck charge)	\$354.00 (plus \$50.00 truck charge)
Electrician	\$200.00	\$300.00	\$400.00
Security Specialist	\$145.00	\$217.50	\$290.00
Mechanic	\$208.00 (plus \$50.00 truck charge)	\$312.00 (plus \$50.00 truck charge)	\$416.00 (plus \$50.00 truck charge)

**Minimum Charge:** Service involving travel to the customer site will incur a three-hour minimum labor charge for non active Service Agreements.

**Material Rates:** Customers with an active Service Agreement will benefit from a discount of 25% off the standard pricing for Siemens Building Technologies products. Customers without a Service Agreement will pay standard pricing for Siemens Building Technologies products.

**ATTACHMENT C**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND SIEMENS INDUSTRY INC.**  
**FOR THE PROVISION OF MAINTENANCE OF FIRE SUPPRESSION EQUIPMENT SERVICES**

**TERM:**

**FROM:** July 1, 2017

**TO:** June 30, 2020

**SEE ATTACHED INSURANCE PROVISIONS**

**AMENDMENT NUMBER ONE (1) TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
SIEMENS INDUSTRY INC.  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and  
Siemens Industry Inc \_\_\_\_\_, of Fresno, California  
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent  
Contractor Services dated July 1, 2017 \_\_\_\_\_, on County of Inyo Standard  
Contract No. 118 \_\_\_\_\_, for the term from July 1, 2017 \_\_\_\_\_ to June 30, 2020 \_\_\_\_\_.

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:

The option to extend the term of the Contract # 116 dated July 1, 2017 for the maintenance services of the fire suppression  
system/equipment at the Juvenile Center, expiring on June 30, 2020, shall be extended for a 3rd year (July 1, 2020 through June  
30, 2021) in the amount of \$3,621 to be billed and paid semi-annually and in advance (total amount for Year 3: \$7,242).

The effective date of this Amendment to the Agreement is July 1, 2020

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  
SIEMENS INDUSTRY INC.  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

He IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF July, 2020

COUNTY OF INYO

By: [Signature]  
Dated: 07/07/20

CONTRACTOR represented by:

By: Paul Salonia  
Signature  
Paul Salonia  
Type or Print  
Dated: 6/12/2020

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

Decertified by:  
Miriam Borrelli 5/2020  
010653167001185

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature] By: [Signature]  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]  
County Risk Manager

**AMENDMENT NUMBER TWO (2) TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
SIEMENS INDUSTRY INC.  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and  
Siemens Industry Inc. \_\_\_\_\_, of Fresno, California  
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent  
Contractor Services dated July 1, 2017 \_\_\_\_\_, on County of Inyo Standard  
Contract No. 116 \_\_\_\_\_, for the term from July 1, 2017 \_\_\_\_\_ to June 30, 2020 \_\_\_\_\_.

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:

The option to extend the term of the Contract # 116 dated July 1, 2017 for the maintenance services of the fire suppression  
system/equipment at the Juvenile Center, expiring on June 30, 2021, shall be extended for a 4th year (July 1, 2021 through June  
30, 2022) in the amount of \$3,621 to be billed and paid semi-annually and in advance (total amount for Year 4: \$7,242).

The effective date of this Amendment to the Agreement is July 1, 2021 \_\_\_\_\_.

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



**AMENDMENT NUMBER TWO (2) TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**SIEMENS INDUSTRY INC.**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
15th DAY OF June, 2021.

**COUNTY OF INYO**

By: 

Dated: 06/15/2021

**CONTRACTOR: Siemens Industry, Inc.**

By: 

Signature

Type or Print

Dated: 5/24/2021

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 RISK ASSESSMENT:



County Risk Manager

**AMENDMENT NUMBER THREE (3) TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
SIEMENS INDUSTRY INC.  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and  
Siemens Industry Inc. \_\_\_\_\_, of Fresno, California  
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent  
Contractor Services dated July 1, 2017, on County of Inyo Standard  
Contract No. 116, for the term from July 1, 2017 to June 30, 2020.

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:

The option to extend the term of the Contract # 116 dated July 1, 2017 for the maintenance services of the fire suppression  
system/equipment at the Juvenile Center, expiring on June 30, 2022, shall be extended for a 5th year (July 1, 2022 through June  
30, 2023) in the amount of \$3,621 to be billed and paid semi-annually and in advance (total amount for Year 5: \$7,242).


The effective date of this Amendment to the Agreement is July 1, 2022.

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


AMENDMENT NUMBER THREE (3) TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
SIEMENS INDUSTRY INC.  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
10th DAY OF May, 2022

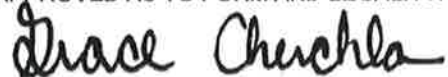
COUNTY OF INYO

By:   
Dated: 05/10/2022

CONTRACTOR

By:   
Signature  
Evan Finkenberg  
Type or Print  
Dated: 9/7/22

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 RISK ASSESSMENT:

  
County Risk Manager

**PROPOSAL**

County of Inyo 2600062071 Fire Life Safety Renewal

**PREPARED BY**

Siemens Industry, Inc.

**PREPARED FOR**

County of Inyo

**DELIVERED ON**

May 19, 2023

**SMART BUILDINGS**

## Transforming the Everyday



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## Service Agreement Renewal Letter

Dear Krytsal Leonard,

In the following pages please find the renewal information for your new service agreement 2600062071.

After completing your review and acceptance, please click on the above "eSign" button. You can download a copy for your records by clicking on the red button labeled [Download] in the right-hand side of the screen to produce a PDF.

As always, if you have any questions, or if I can be of further assistance, please don't hesitate to call me at 510-329-6365.

Sincerely,

Justina Vera  
Renewal Coordinator  
Siemens Industry, Inc.

### Did You Know ...

Siemens offers a wide portfolio of Smart Solutions to ensure your building functions efficiently and effectively today and is prepared for the future. Find out more by clicking an icon below:



How can smart building technology and the help of a knowledgeable partner support you in the "next normal?" How do we return to work, school, and more? Click [here](#) to learn more about technologies and services that help you come back with confidence!

## Contact Information



Proposal #: 7917327  
Date: May 19, 2023

Representative: Justina Vera  
Branch Address: 46897 Bayside Pkwy Ste 200  
Fremont, CA 94538  
Telephone: 510-329-6365  
Email Address: justina.vera@siemens.com

Customer Contact: 760.872.4005  
kleonard@inyocounty.us  
Customer: Krystal Leonard  
Address: 1360 N Main Street Suite 162  
Bishop, CA 93514

Services shall be provided at: 201 Mazourka Canyon Road  
Independence, CA 93526



## Terms and Conditions

Terms and Conditions (Click to download)

[Terms & Conditions](#)

(<http://go.siemens.net/95260872>)

**Price Escalation.** If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU, CMAI, COMEX market indexes or IHS Markit, then Siemens may increase the applicable yearly Investment or apply a surcharge accordingly.

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

**To the extent applicable, the following Rider(s) are incorporated and made part of the Siemens Standard**

**Terms and Conditions:**

Riders (Click on rider below to download)

[SI Fire Life Safety Rider](#)

([www.siemens.com/rider-fls](http://www.siemens.com/rider-fls))



## Agreement Terms for Investments

Services shall be provided at:

201 Mazourka Canyon Road, Independence

Siemens Industry, Inc. shall continue to provide the services as identified in the current Service Agreement and pursuant to the associated terms and conditions within.

Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 1 Period(s) beginning 7/1/2023. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 5.5% or as allowed per this proposal. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Renewal Term Investments:

Period	Sell Price	Period Range	Billing Frequency
1	\$7,640	7/1/2023 to 6/30/2024	paid \$3,820 semi-annually in advance

**\*Amount Due In Advance Based On Billing Frequency**

Applicable sales taxes are excluded from the Investments. The pricing quoted in this Proposal are firm for 30 days.

## Signature Page

The Buyer acknowledges that when accepted by the Buyer and accepted by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents, including any applicable Rider(s), incorporated herein) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

### Proposed by:

Siemens Industry Inc.

Company

Justina Vera

Name

Renewal Coordinator

Title

Proposal Amount

May 19, 2023

Date

7917327

Proposal #

*Eric Ackermann*

ZVP

Electronically signed by: Eric  
Ackermann  
Date: May 26, 2023 10:50 PDT

### Accepted by:

*Inyo County Probation*

Company

*Jeffrey L. Thomson*

Name (Printed)

*Chief Probation officer*

Title

*Jeffrey L. Thomson*

Signature

*05/25/23*

Date

Purchase Order #

☐ PO for billing purposes only



**PROPOSAL**

County of Inyo Fire Renewal 2600002669

**PREPARED BY**

Toni MacDonald Siemens Industry, Inc. ("Siemens")

**PREPARED FOR**

COUNTY OF INYO

**DELIVERED ON**

April 23, 2024

**SMART BUILDINGS**

# Transforming the Everyday



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## Contact Information

Proposal #: 8746604  
Date: April 23, 2024

Sales Executive: Toni MacDonald  
Branch Address: 653 W Fallbrook Ste 104  
Fresno, CA 93711  
Telephone: 559-374-4361  
Email Address: toni.macdonald@siemens.com

Customer Contact: Jeffrey Thomson  
Customer: COUNTY OF INYO  
Address: PO Box T  
INDEPENDENCE CA 93526

Services shall be provided at: COUNTY OF INYO Krystal Leonard 760-872-4005  
201Mazourka Canyon Rd, INDEPENDENCE CA 93526

## **Executive Summary**

### **Customer Needs**

The Services proposed in this agreement are specifically designed for COUNTY OF INYO, and the services provided herein will help you in achieving your facility goals.

### **Services Included**

Siemens will provide the following services.

#### **Service Description**

- Fire Alarm System – Annual Test & Inspection
- Smoke Detector Sensitivity Testing

## **Siemens Capabilities & Customer Commitment**

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations.

References are available upon request.



## Building Services – Fire

### Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

#### Fire Safety industry acronyms used in the following service descriptions:

AHJ – Authority Having Jurisdiction

NFPA – National Fire Protection Association

### Manage System Operation & Compliance

#### Smoke Detector Sensitivity Testing

Smoke Detector Sensitivity testing will be performed, in accordance with NFPA 72 guidelines, using the manufacturer's recommended test methods and a UL approved testing device. We will provide an analysis of the test results, along with recommendations for detectors that require either cleaning or replacement.

#### Fire Alarm System – Annual Test & Inspection

Siemens will perform the required annual test of the fire alarm system using the locally adopted NFPA 72 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the Equipment Related Services table of this Agreement.

Siemens will perform visual inspection and verify proper operation of the following:

- Identify and document conditions that may compromise the electrical components or operation of the fire alarm system
- Inspect the fire alarm control panel as well as remote panels, if any
  - Check voltage readings, amperage, and battery capacity
  - Check wire terminals for loose connections on batteries
  - Check fuses, LEDs, and lamps
- Test and Inspect initiating devices
  - Verifying that each device is accurately represented on the fire alarm control panel
- Test and Inspect notification appliances
- Test and Inspect the activation of all output relays
- Test and Inspect condition and operability of smoke detectors, heat detectors, duct detectors, manual pull stations, monitor module and other initiating devices found in the Equipment Related Services table of this Agreement
- Test central station communication of alarms, if monitored
- Inspect and activate outputs that trigger interconnected equipment and systems (Elevator, Smoke Control, Automation, Security, HVAC, etc.)
- Confirm all fire alarm initiating devices returned to normal operating conditions
- Produce a complete report acknowledging all inspections and tests, identifying any deficiencies, and

recommending a course of action that is required until such deficiencies may be remedied

**Exclusions:**

- Functional testing of water-based fire protection systems, clean agent systems, and dry/wet chemical systems

## **Emergency Response Times – Fire**

### **Emergency Online/Phone Response**

#### **Premium**

Monday through Sunday, 24 Hours per Day System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within 2 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely access into your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

### **Emergency On-site Response**

#### **Premium**

Monday through Sunday, 24 hours a day, Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for emergency conditions, as determined by your staff and Siemens, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

## **Connectivity and Communications**

### **Siemens Service Portal**

The Service Portal complements the personalized services you will receive from your local Siemens office by providing greater visibility into equipment and services delivered by Siemens. This web-based portal allows you the ability to submit service requests, confirm and modify schedules, track repairs, manage agreements, generate reports, and access critical information; then share it across your entire enterprise quickly and efficiently. The Service Portal is a user-friendly way to increase your productivity and the value of your service program.

### **Data security as a basic requirement**



We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in-depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.

## Service Agreement Contract Characteristics

Description	FIRE
Hours of Coverage	24 x 7
Response Times (Phone/Online)	2 Hours
Response Times (Onsite/Emergency)	4 Hours
Remote Services	No
Third Party Systems	No
Monitoring	No
Additional Labor Discount	20.0%
Additional Material Discount	20.0%

Labor and material discounts are applicable for sites identified in this agreement and are only available for the disciplines included in this agreement.

## Equipment Related Services

### Fire

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
Remote Control/Annunciator Panel	Fire Alarm System – Annual Test & Inspection	1	1	1	Onsite	N/A
Addressable Heat Detector	Fire Alarm System – Annual Test & Inspection	53	1	1	Onsite	N/A
Addressable Pull Station	Fire Alarm System – Annual Test & Inspection	4	1	1	Onsite	N/A
Addressable Smoke Detector	Fire Alarm System – Annual Test & Inspection	39	1	1	Onsite	N/A
Speakers or Horns with Strobes	Fire Alarm System – Annual Test & Inspection	13	1	1	Onsite	N/A
Strobe	Fire Alarm System – Annual Test & Inspection	34	1	1	Onsite	N/A
Waterflow Switch Monitor Module	Fire Alarm System – Annual Test & Inspection	2	1	1	Onsite	N/A
Control Valve Switch Monitor Module	Fire Alarm System – Annual Test & Inspection	1	1	1	Onsite	N/A
Conventional Smoke Detector	Smoke Detector Sensitivity Testing	53	1	1	Onsite	N/A
Conventional Heat Detector						

Fire

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
	Smoke Detector Sensitivity Testing	39	1	1	Onsite	N/A

## Service Team

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility:

### Siemens Representatives:

- Toni MacDonald- Sr. Sales Executive : +1 (559)374-4361; [toni.macdonald@siemens.com](mailto:toni.macdonald@siemens.com)
- Frank Basile - Fire Service Sales Manager: +1 (657) 238-6417 ; [frank.basile@siemens.com](mailto:frank.basile@siemens.com)
- Lucy Arroyo – Dispatch Coordinator: +1(800) 806-0886 ; [lucy.arroyo@siemens.com](mailto:lucy.arroyo@siemens.com)
- Karl Harvey – Service Supervisor: +1 (559) 313-1966; [karl.harvey@siemens.com](mailto:karl.harvey@siemens.com)
- Stephanie Neu – Fire Service Operations Manager: +1 (714) 552-1754; [stephanie.neu@siemens.com](mailto:stephanie.neu@siemens.com)

## Terms and Conditions

Terms and Conditions (Click to download)

[Terms & Conditions](#)

([www.siemens.com/standard-terms-service](http://www.siemens.com/standard-terms-service))

**Price Escalation.** If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU, CMAI, COMEX market indexes or IHS Markit, then Siemens may increase the applicable yearly Investment or apply a surcharge accordingly.

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

**To the extent applicable, the following Rider(s) are incorporated and made part of the Siemens Standard Terms and Conditions:**

Riders (Click on rider below to download)

[SI Fire Life Safety Rider](#)

([www.siemens.com/rider-fls](http://www.siemens.com/rider-fls))

## SI Exclusions and Clarifications

([www.siemens.com/rider-clarification](http://www.siemens.com/rider-clarification))

## Agreement Terms for Investments

Services shall be provided at:

201 Mazourka Canyon Rd,  
INDEPENDENCE, CA 93526

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

**Duration (Initial Term and Renewal):** This Agreement shall remain in effect for an Initial Term of 1 Periods beginning July 1, 2024. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 5.5% or as allowed per this proposal. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Initial Term Investments:

Period	Period Range	Billing Frequency	Semi-Annual Bill	Annual Price
1	Jul 1, 2024 - Jun 30, 2025	Semi-Annually (In Advance)	\$4,032.00	\$8,064.00

Investment Total	\$8,064.00
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### Amount Due In Advance Based On Billing Frequency

Applicable sales taxes, if included in the investment amount, are estimated only and will be calculated based on local requirements at the time of invoicing. The pricing quoted in this Proposal are firm for 30 days.

Siemens Industry, Inc. invoices paid by credit card may be subject to a surcharge of up to 2%.

## Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents, including any applicable Rider(s), incorporated herein) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

### Initial Term Investments

Period	Period Range	Billing Frequency	Annual Price
1	Jul 1,2024 - Jun 30,2025	Semi-Annually (In Advance)	\$8,064.00

#### Proposed by:

Siemens Industry, Inc.

Company

Toni MacDonald

Name

8746604

Proposal #

\$8,064.00

Proposal Amount

April 23, 2024

Date

#### Accepted by:

COUNTY OF INYO

INYO County Probation Dept.

Company

Jeffrey L. Thomson

Name (Printed)



Signature

Chief Probation officer

Title

4/30/24

Date

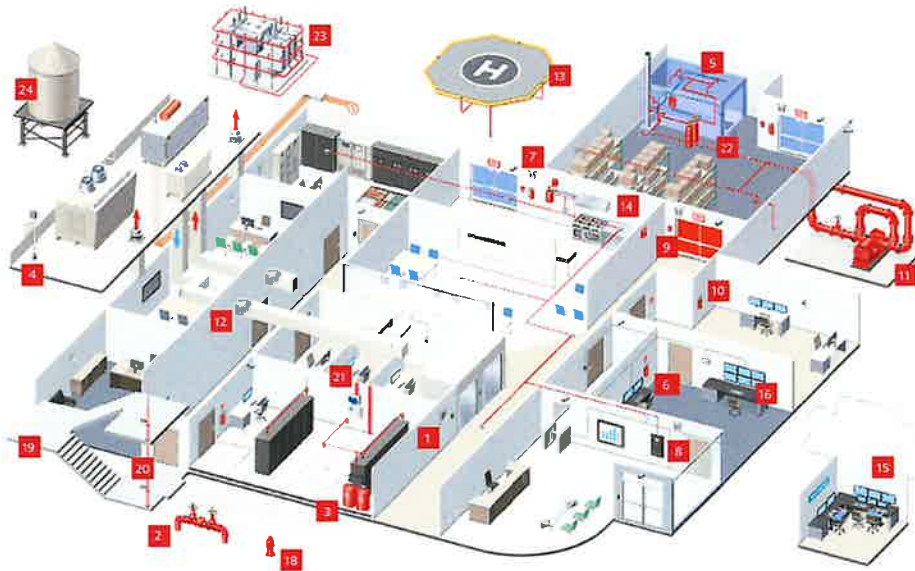
Purchase Order # ☐ PO for billing/pmnt only ☐ PO not required



## Fire & Life Safety

## Protection matters

Siemens comprehensive Fire & Life Safety Services provide the support you need to protect your people, property, and business continuity.

**SIEMENS**

With more than 100 field offices staffed with 3,100 service employees, we provide the support you need when you need it.



Siemens NICET-certified technicians are trained on complete systems from most major manufacturers.



Siemens operates a fully redundant US-based, UL-listed National Service Operations Center for 24/7/365 alarm, fire, and systems monitoring.

**Comprehensive Fire & Life Safety Services**

- |  |                                  |                                  |   |                                |
|--|----------------------------------|----------------------------------|---|--------------------------------|
| 1. Area of Refuge                      | 6. Emergency Communication – MNS | 11. Fire Pumps                   | 16. Network Management Station (Design CC)    | 21. VESDA                      |
| 2. Back Flow Preventers                | 7. Exit/ Emergency Lights        | 12. Fire Smoke Dampers           | 17. Nurse Call (not audited)                  | 22. WaterBased Fire Sprinklers |
| 3. Clean Agent Suppression             | 8. Fire Alarm Systems            | 13. Foam-Water Sprinkler Systems | 18. Private Fire Service Mains (Hydriants)    | 23. Water Spray / Mist Systems |
| 4. Distributed Antenna Systems         | 9. Fire Doors                    | 14. Kitchen Hood Suppression     | 19. Smoke Control / Horizontal Pressurization | 24. Water Storage Tanks        |
| 5. Dry Chemical Industrial Suppression | 10. Fire Extinguishers           | 15. Monitoring                   | 20. Standpipes and Hose Wells                 |                                |

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**AMENDMENT NUMBER SIX (6) TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
SIEMENS INDUSTRY INC.  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Siemens Industry Inc. \_\_\_\_\_ of Fresno, California \_\_\_\_\_ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 1, 2017 \_\_\_\_\_, on County of Inyo Standard Contract No. 116 \_\_\_\_\_, for the term from July 1, 2017 \_\_\_\_\_ to June 30, 2020 \_\_\_\_\_.

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:

The option to extend the term of the Contract # 116 dated July 1, 2017 for the maintenance services of the fire suppression system/equipment at the Juvenile Center, expiring on June 30, 2025, shall be amended to add a possible extension for a 8th, 9th and 10th year.

July 1, 2025 through June 30, 2026 in the amount of \$4,032 to be billed and paid semi-annually and in advance (total amount for Year 8: \$8,064).

July 1, 2026 through June 30 2027 in the amount of \$4,234 to be billed and paid semi-annually and in advance (total amount for Year 9: \$8,468).

and July 1, 2027 through June 30 2028 in the amount of \$4,445 to be billed and paid semi-annually and in advance (total amount for Year 10: \$8,890).

Change the total not to exceed amount set forth in the paragraph 3D dated June 27, 2017 to be Eighty-four thousand five hundred seventy-eight dollars and zero cents (\$84,578.00)

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

The effective date of this Amendment to the Agreement is July 1, 2025.

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

AMENDMENT NUMBER SIX (6) TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
SIEMENS INDUSTRY INC.  
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:   
Signature

JD Griffith

Type or Print

Dated: 5/19/25

**APPROVED AS TO FORM AND LEGALITY:**

  
John-Carl Vallejo (May 30, 2025 09:27 PDT)

County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

  
Amy Shepherd (May 30, 2025 15:36 PDT)

County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**



Personnel Services

**APPROVED AS TO RISK ASSESSMENT:**

  
Aaron Holmberg (Jun 3, 2025 09:55 PDT)

County Risk Manager



# 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

June 24, 2025

Reference ID:  
2025-463

### Amendment No. 6 to Memorandum of Understanding between the County of Inyo and Tuolumne County for Juvenile Detention Placement Services

**Probation**  
ACTION REQUIRED

#### ITEM SUBMITTED BY

Jeffrey Thomson, Chief Probation Officer

#### ITEM PRESENTED BY

Jeffrey Thomson, Chief Probation Officer

#### RECOMMENDED ACTION:

Approve Amendment No. 6 to the Memorandum of Understanding between the County of Inyo and the County of Tuolumne for the provision of Juvenile Detention placement services extending the term from July 1, 2025 to June 30, 2028 and modifying the daily rate per youth placed to be \$200.00 per day with a guarantee of one (1) bed at the Tuolumne Juvenile Hall and \$250.00 per day for every subsequent bed used by Inyo County, contingent upon the Board's approval of future budgets, and authorize the Chairperson and Chief Probation Officer to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

As a result of transitioning the Inyo County Juvenile Center from a full service juvenile hall to a special purpose juvenile hall, the County of Inyo entered into an Memorandum of Understanding with Tuolumne County on September 22, 2017, for the provision of facilities and services for the detention of Inyo's juvenile offenders. Since that time, Inyo County has averaged approximately 3 youth per day detained in any of the four (4) juvenile halls with whom it has entered into similar MOUs including El Dorado County, Kern County, and Tulare County. In an effort to utilize detention beds in the most cost-effective way, this MOU with Tuolumne for one (1) guaranteed bed is recommended.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	023101
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure as needed	<b>Sole Source?</b>	No

If Sole Source, provide justification below

#### Current Fiscal Year Impact

Minimum of \$73,000 for the period of July 1, 2025 through June 20, 2026.If additional beds/services are needed, there will be additional costs.

**Future Fiscal Year Impacts**

Minimum of \$73,000 for the period of July 1, 2026 through June 20, 2027. If additional beds/services are needed, there will be additional costs.

Minimum of \$73,000 for the period of July 1, 2027 through June 20, 2028. If additional beds/services are needed, there will be additional costs.

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

The Board could choose not to approve this agreement. This is not recommended as it would leave Inyo County without an option for juvenile placement, should the need arise.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

Not Applicable

**APPROVALS:**

Krystal Leonard	Created/Initiated - 6/5/2025
Darcy Israel	Approved - 6/9/2025
Krystal Leonard	Approved - 6/9/2025
Christian Milovich	Approved - 6/11/2025
Amy Shepherd	Approved - 6/12/2025
Krystal Leonard	Approved - 6/16/2025
Jeffrey Thomson	Approved - 6/16/2025
Nate Greenberg	Final Approval - 6/17/2025

**ATTACHMENTS:**

1. Tuolumne County Memorandum of Understanding effective July 2017
2. Tuolumne County MOU Amendment No. 1
3. Tuolumne County MOU Amendment No. 2 (FY 20-21)
4. Tuolumne County MOU Amendment No. 3 (FY 21-22)
5. Tuolumne County MOU Amendment No. 4 (FY 22-23)
6. Tuolumne County MOU Amendment No. 5 (FY 23-24)
7. Tuolumne County MOU Amendment No. 6 (FY 25-28)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF TUOLUMNE  
AND  
THE COUNTY OF INYO  
FOR**

**The Placement of Inyo County Detained Juveniles at the Motherlode Regional Juvenile  
Detention Facility**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 28<sup>th</sup> day of July, 2017, by and between the County of Tuolumne, a Political Subdivision of the State of California, ("County"), and the County of Inyo, a Political Subdivision of the State of California, ("Agency").

**WITNESSETH:**

WHEREAS, Tuolumne County has established a Juvenile Detention Facility designed for the reception and temporary care of minors pursuant to Title 15 of the California Code of Regulations and detailed in accordance with the provisions of the California Welfare and Institutions Code; and

WHEREAS, Agency wishes to house juveniles detained in The Motherlode Regional Juvenile Detention Facility ("Facility") and Tuolumne County wishes to provide available beds to Agency, as needed and available.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

**1. PURPOSE**

The purpose of this MOU is to provide secure detention beds as available to Agency at the Motherlode Regional Juvenile Detention Facility in Tuolumne County.

**2. TERM**

The term of this MOU shall commence on the execution date first herein written above and continue until terminated per section 3 below.

**A. SERVICES**

- i. Tuolumne County shall provide beds in its Facility for Agency to utilize as needed, if beds are available. The beds will be provided on a space available basis as determined by the Tuolumne County Chief Probation Officer in his or her sole discretion.
- ii. All Agency minors accepted for placement and placed in the Facility shall receive the same accommodations and services as provided to Tuolumne County juveniles in accordance with federal, state and local laws and regulations. Such services shall include facilitation of appropriate

educational services, medical care and mental health care. Dental care shall be limited to pain management, injured teeth/gums, and conditions which may lead to malignancies if detention is prolonged.

- iii. Tuolumne County may provide emergency medical services without prior authorization from Agency
- iv. Agency minors are not eligible to participate, and therefore will not participate, in the Tuolumne County Children's System of Care program and/or its equivalent

## B. PAYMENT

- i. Board and Care: Agency shall pay Tuolumne for the costs of board and care for each minor placed at the Facility under this Agreement. The payment amount shall be at a per diem rate of (\$100.00) for each 24-hour period or portion thereof. The per diem rates set forth in this Agreement are subject to change by the Tuolumne County Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.
- ii. Legal Services: Agency shall be solely responsible to make certain that those minors detained in the Facility by order of the Agency Juvenile Court receive all legal services required by applicable law.
- iii. Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus or similar proceedings is initiated by or on behalf of any Agency minors placed in the Facility, Agency shall be fully responsible to defend this writ and shall defend, indemnify, and hold harmless Tuolumne County, its elected representatives, officers, employees, volunteers and agents from all costs, damages, claims and allegations associated in any way with such a writ.
- iv. Medical and Psychological Services: Routine medical care provided pursuant to Tuolumne County's Agreements with California Forensic Medical Group, Inc., which includes but is not limited to health screening, dental screening, pharmaceuticals and medical supplies, and responding to sick calls are covered in the cost of Board and Care, as set forth above in paragraph i. Agency agrees to pay for or to reimburse Tuolumne County for the actual costs of any necessary psychological, dental care, prescription medications or mental health care required by an Agency minor placed pursuant to this Agreement that are outside of services provided above. Agency agrees to pay for any costs above \$15,000 per medical/surgical inpatient episode. To the extent authorized by law, Tuolumne County is authorized, without the need for any further authorization, to obtain emergency medical, dental, mental health care for Agency minors housed at the Facility as determined necessary by the appropriate providers of these services at the Facility. All other services must be pre-authorized by Agency.

- v. Education: The cost of regular school expenses is included in the per diem rate. Regular school expenses shall be those provided by the local school district/county office of education within the Tuolumne County Juvenile Detention Facility.
- vi. Billing and Payments: Agency shall pay Tuolumne County within thirty (30) days after receiving notice of payment due. Payment shall be made out to Tuolumne County Probation and mailed to:

Tuolumne County Probation  
Attention Business Manager  
465 South Washington Street  
Sonora, CA 95370

C. TRANSPORTATION

- i. Agency shall be responsible for providing transportation of the minors between Agency and the Facility. In the event Agency fails to provide transportation for a minor from Tuolumne County to Agency within the time frame requested by Tuolumne County, then Tuolumne County shall transport the minor to Agency and Agency shall be responsible for payment of all costs incurred by Tuolumne County for such transportation.
- ii. Tuolumne County provides routine transportation for each Agency minor for the purposes of medical, mental health, dental, or other appropriate care within Tuolumne County. The costs of such transportation are included in the per diem rate.

D. REMOVAL OF MINORS.

- i. Agency shall promptly remove any minors placed in the Facility upon sole determination of the Tuolumne County Chief Probation Officer, or his or her designee, that the effective operation of the Facility requires removal of the minor.

E. COURT DOCUMENTATION:

- i. Agency shall be responsible for providing confirmed Court orders committing minors to the Detention Facility, dispositional reports committing minor to the Facility, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to Tuolumne County staff at the time of booking.

3. TERMINATION

This MOU may be terminated by either party upon the giving of thirty (30) days' advance written notice of an intention to terminate.



#### **4. NON-ASSIGNMENT**

Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

#### **5. RECORDS**

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, Agency, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

#### **6. COMPLIANCE WITH LAWS/POLICIES**

The parties shall comply with all applicable rules and regulations set forth and any subsequent reporting requirements as directed by the State.

#### **7. CONFIDENTIALITY**

The parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827 et seq., 5328, 10850 and 14100.2, Health and Safety section 11812, 22 California Code of Regulations section 51009, Title 15 of the California Code of Regulations, and 42 Code of Federal Regulations sections 2.1 et seq. The parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

#### **8. PRISON RAPE ELIMINATION ACT (PREA):**

Tuolumne County will comply with the Prison Rape Elimination Act of 2003 (42 U.S.C.15601 Et. Seq.) (PREA), and with all applicable PREA Standards, Division of Juvenile Justice (DJJ) Policies related to PREA and DJJ Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. Tuolumne County acknowledges that, in addition to "self-monitoring requirements" DJJ will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and DJJ Policies, may result in termination of the contract.

#### **9. NON-DISCRIMINATION**

During the performance of this MOU, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

## **1. RELATIONSHIP OF PARTIES**

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

## **2. NO THIRD PARTY BENEFICIARIES**

The County and Agency agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or and attachment or addenda to this MOU.

## **3. INDEMNIFICATION**

- a. Each party shall indemnify, defend, protect, hold harmless and release the other, their elected bodies/representatives, officers, agents, employees and volunteers, from and against, any and all claims, losses, proceedings, damages, causes of action, liability costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party.
- b. The provisions of this Section shall survive the termination or expiration of this Agreement.
- c. In the event of concurrent negligence by Tuolumne County, its elected bodies/representatives, officers, employees, agents and volunteers and those of Inyo County and its elected bodies/representatives, officers, employees, agents and volunteers, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence.

## **4. NOTICE**

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

**AGENCY:**  
Chief Probation Officer  
County of Inyo  
P.O. Box T  
Independence, CA 93526  
Fax: (760) 878-0436

**COUNTY:**  
Chief Probation Officer  
County of Tuolumne  
2 South Green Street  
Sonora, CA 95370  
Fax: (209) 533-5510

## **5. PUBLIC RECORDS ACT**

Agency is aware that this MOU and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Agency to clearly identify information

Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

## **15. ENTIRE AGREEMENT AND MODIFICATION**

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

## **16. ENFORCEABILITY AND SEVERABILITY**

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

## **17. DISPUTES**

The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

## **18. CAPTIONS**

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

## **19. COUNTERPARTS**

This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

## **20. OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.


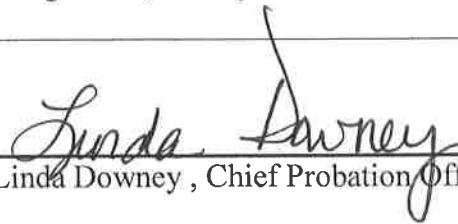
## 21. CONTROLLING LAW

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

## 22. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.

<b>COUNTY:</b>  Craig Pedro, County Administrator	<b>AGENCY:</b>  Kevin Carunchio, CAO/Clerk of Board of Supervisors of the County of Inyo
 Linda Downey, Chief Probation Officer	 Jeff Thomson, Chief Probation Officer
<b>APPROVED AS TO LEGAL FORM:</b>  Sarah Carrillo, County Counsel	<b>APPROVED AS TO LEGAL FORM:</b>  by John-Carl Vallejo Marshall Rudolph, County Counsel
	 Mark Tillemans, Chairman, Board of Supervisors

AMENDMENT #1 TO  
MEMORANDUM OF UNDERSTANDING  
FOR  
PLACEMENT OF INYO COUNTY DETAINED JUVENILES AT THE  
MOTHER LODGE REGIONAL JUVENILE DETENTION FACILITY

This Amendment #1 ("Amendment #1") is entered into this 12<sup>th</sup> day of October, 2020 by and between the County of Tuolumne ("County") and the County of Inyo ("Agency").

WHEREAS, on July 28, 2017, the County and the Agency entered into a Memorandum of Understanding ("MOU") for the placement of Agency's detained juveniles at the County's Mother Lodge Regional Juvenile Detention Facility ("Facility"); and

WHEREAS, the County and Agency desire to amend the term of the MOU effective July 12, 2020, through June 30, 2021; and

WHEREAS, the County and the Agency desire to amend the Services outlined in the MOU as detailed herein.

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

The term of Amendment #1 to this MOU shall commence on July 12, 2020 and terminate on June 30, 2021, unless extended as provided by this MOU.

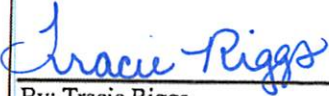
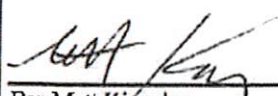


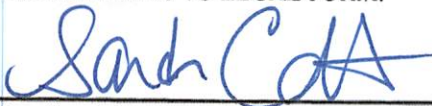
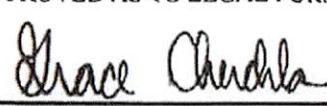
This MOU may be extended for up to two (2) additional one (1) year periods, through June 30, 2023, by written amendment signed by both parties.

2. Section 2. TERM, B. PAYMENT is amended to read as follows:

- i. Board and Care: The Agency shall pay the County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
  - a. \$175.00 per day per bed, on a space available basis, invoiced monthly.
  - b. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.
  - c. Rates are subject to change by the County's Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.

4. Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the date written above.

COUNTY OF TUOLUMNE	COUNTY OF INYO
	
By: Tracie Riggs County Administrative Officer	By: Matt Kingsley Chair, Board of Supervisors
	
By: Dan Hawks Chief Probation Officer	By: Jeffrey L. Thomson Chief Probation Officer
APPROVED AS TO LEGAL FORM:	APPROVED AS TO LEGAL FORM:
	
By: Sarah Carrillo County Counsel	By: Grace Chuchla Deputy County Counsel

AMENDMENT #2 TO  
MEMORANDUM OF UNDERSTANDING  
FOR  
PLACEMENT OF INYO COUNTY DETAINED JUVENILES AT THE  
MOTHER LODE REGIONAL JUVENILE DETENTION FACILITY

This Amendment # 2 ("Amendment #2") is entered into this 20<sup>th</sup> day of October, 2020, by and between the County of Tuolumne ("County") and the County of Inyo ("Agency").

WHEREAS, on July 28, 2017, the County and the Agency entered into a Memorandum of Understanding ("MOU") for the placement of Agency's detained juveniles at the County's Mother Lode Regional Juvenile Detention Facility ("Facility"); and

WHEREAS, the County and Agency desire to amend the term of the MOU effective July 12, 2020, through June 30, 2021; and

WHEREAS, the County and the Agency desire to amend the Services outlined in the MOU as detailed herein.

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

The term of Amendment #2 to this MOU shall commence on July 12, 2020, and terminate on June 30, 2021, unless extended as provided by this MOU.

This MOU may be extended for up to two (2) additional one (1) year periods, through June 30, 2023, by written amendment signed by both parties.

2. Section 2. TERM, A. SERVICES is amended to read as follows:

- i. The County shall provide one (1) "guaranteed" bed in its Facility for the Agency to utilize as needed for each day coinciding with the Highway 108 Sonora Pass being open for travel as determined by the California Department of Transportation during the term of this Amendment #1.
- ii. One guaranteed bed space shall mean the Agency pays County for the bed regardless of it being used to house an Agency youth for approximately six (6) months out of each year that coincides with the Sonora Pass being open for travel. It also means that during this time period when the Agency has a need to house a youth at the facility, the Agency will have one bed space dedicated to it for its use, which may require County to remove other youth in order to accommodate Agency's need for the one (1) bed space.
- iii. If the Agency's juvenile who begins occupying the guaranteed bed while Sonora Pass is open continues to occupy the bed while it is closed, the Agency shall be charged the guaranteed bed rate described in Section 2.B.i.a. for the duration of that juvenile's stay at the Facility.

- iv. In the event a youth occupying a guaranteed bed needs to be removed to maintain for the safety of the youth and/or safety of the staff the Facility, the Chief Probation Officer or Facility Superintendent agrees to notify the Inyo County Chief Probation of the factors necessitating the need for removal in order to determine if said factors can be mitigated to prevent the need for removal. The Tuolumne County Chief Probation Officer or designee will make the final determination as to whether the safe functioning of the Facility requires removal.
- v. The County shall provide "additional" bed(s) at any time for the Agency to utilize as needed, if beds are available. Any additional bed(s) will be provided on a space available basis as determined by the County's Chief Probation Officer in his or her sole discretion.

3. Section 2. TERM, B. PAYMENT is amended to read as follows:





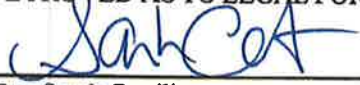
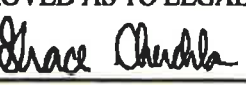
- i. Board and Care: The Agency shall pay the County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
  - a. \$150.00 per day per bed for one (1) bed, which shall be deemed a "guaranteed" bed space available for use by Agency for the time period described in Section 2.A.i. of this Amendment #1, invoiced monthly.
  - b. \$175.00 per day per bed for additional bed(s) beyond the one (1) guaranteed bed minimum, on a space available basis, invoiced monthly.
  - c. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.
  - d. If the Facility ceases operation during the Term of this Amendment #1 or any successive period(s) under this MOU, or if the Agency does not utilize bed space for any portion of the time period described in Section 2.A.i., the Agency will not be refunded any funds provided to the County under this MOU.
  - e. Rates are subject to change by the County's Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.

4. Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

*(Signatures on the following page)*

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the date written above.



COUNTY OF TUOLUMNE	COUNTY OF INYO
	
By: Tracie Riggs County Administrative Officer	By: Matt Kingsley Chair, Board of Supervisors
	
By: Dan Hawks Chief Probation Officer	By: Jeffrey L. Thomson Chief Probation Officer
APPROVED AS TO LEGAL FORM:	APPROVED AS TO LEGAL FORM:
	
By: Sarah Carrillo County Counsel	By: Grace Chuchla County Counsel

AMENDMENT #3 TO  
MEMORANDUM OF UNDERSTANDING  
FOR  
PLACEMENT OF INYO COUNTY DETAINED JUVENILES AT THE  
MOTHER LODGE REGIONAL JUVENILE DETENTION FACILITY

This Amendment #3 ("Amendment #3") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the County of Tuolumne ("County") and the County of Inyo ("Agency").

WHEREAS, on July 28, 2017, the County and the Agency entered into a Memorandum of Understanding ("MOU") for the placement of Agency's detained juveniles at the County's Mother Lode Regional Juvenile Detention Facility ("Facility"); and

WHEREAS, on October 12, 2020, the County and the Agency amended the MOU (Amendment #1) to extend the term for the period of July 12, 2020 through June 30, 2021, and to amend the payment terms as described therein; and

WHEREAS, on October 20, 2020, the County and the Agency amended the MOU (Amendment #2) to amend the services and payment terms as described therein; and

WHEREAS, the County and Agency desire to amend the term of the MOU effective July 1, 2021, through June 30, 2022.

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

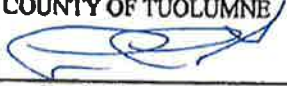

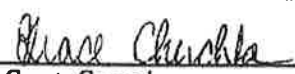
The term of Amendment #3 to this MOU shall commence on July 1, 2021, and terminate on June 30, 2022, unless extended as provided by this MOU.

This MOU may be extended for up to one (1) additional one (1) year period, through June 30, 2023, by written amendment signed by both parties.

2. Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

*(Signatures on the following page)*

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of the date written above.

COUNTY OF TUOLUMNE	COUNTY OF INYO
	
By: Tracie Riggs County Administrative Officer	By: Chair, Board of Supervisors
	
By: Dan Hawks Chief Probation Officer	By: Jeffrey L. Thomson Chief Probation Officer
APPROVED AS TO LEGAL FORM:	APPROVED AS TO LEGAL FORM:
	
By: Maria Sullivan Deputy County Counsel	By: County Counsel

AMENDMENT #4 TO  
MEMORANDUM OF UNDERSTANDING  
FOR  
PLACEMENT OF INYO COUNTY DETAINED JUVENILES AT THE  
MOTHER LODE REGIONAL JUVENILE DETENTION FACILITY

This Amendment #4 ("Amendment #4") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Tuolumne ("County") and the County of Inyo ("Agency").

WHEREAS, on July 28, 2017, the County and the Agency entered into a Memorandum of Understanding ("MOU") for the placement of Agency's detained juveniles at the County's Mother Lode Regional Juvenile Detention Facility ("Facility"); and

WHEREAS, on October 12, 2020, the County and the Agency amended the MOU (Amendment #1) to extend the term for the period of July 12, 2020 through June 30, 2021, and to amend the payment terms as described therein; and

WHEREAS, on October 20, 2020, the County and the Agency amended the MOU (Amendment #2) to amend the services and payment terms as described therein; and

WHEREAS, on July 1, 2021, the County and the Agency amended the MOU (Amendment #3) to extend the term for the period of July 1, 2021 through June 30, 2022; and

WHEREAS, the County and Agency desire to amend the term of the MOU effective July 1, 2022, through June 30, 2023, and to amend payment terms described therein; and

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

The term of Amendment #4 to this MOU shall commence on July 1, 2022, and terminate on June 30, 2023, unless extended as provided by this MOU.

2. Section 2. TERM, B. PAYMENT is amended to read as follows:

- i. Board and Care: The Agency shall pay the County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
  - a. \$175.00 per day per bed for one (1) bed, which shall be deemed a "guaranteed" bed space available for use by Agency for the time period described in Section 2.A.i. of Amendment #2, invoiced monthly.
  - b. \$210.00 per day per bed for additional bed(s) beyond the one (1) guaranteed bed minimum, on a space available basis, invoiced monthly.
  - c. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early


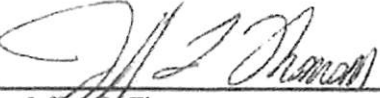
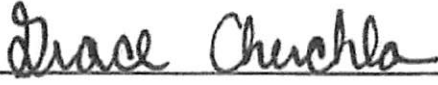
as possible regarding any anticipated or incurred expenses to the best of their ability.

- d. Rates are subject to change by the County's Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.

3. Except as amended herein, all other terms and conditions of the MOU and amendments shall remain in full force and effect.

*(Signatures on the following page)*

IN WITNESS WHEREOF, the parties have executed this Amendment #4 as of the date written above.

COUNTY OF TUOLUMNE  By: Tracie Riggs County Administrative Officer	COUNTY OF INYO  By: Dan Tothoroh Chair, Board of Supervisors
 By: Dan Hawks Chief Probation Officer	 By: Jeffrey L. Thomson Chief Probation Officer
APPROVED AS TO LEGAL FORM:  By: Maria Sullivan Deputy County Counsel	APPROVED AS TO LEGAL FORM:  By: Grace Churchla County Counsel

AMENDMENT #5 TO  
MEMORANDUM OF UNDERSTANDING  
FOR  
PLACEMENT OF INYO COUNTY DETAINED JUVENILES AT THE  
MOTHER LODGE REGIONAL JUVENILE DETENTION FACILITY

This Amendment #5 (“Amendment #5”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the County of Tuolumne (“County”) and the County of Inyo (“Agency”).

WHEREAS, on July 28, 2017, the County and the Agency entered into a Memorandum of Understanding (“MOU”) for the placement of Agency’s detained juveniles at the County’s Mother Lode Regional Juvenile Detention Facility (“Facility”); and

WHEREAS, on October 12, 2020, the County and the Agency amended the MOU (Amendment #1) to extend the term for the period of July 12, 2020 through June 30, 2021, and to amend the payment terms as described therein; and

WHEREAS, on October 20, 2020, the County and the Agency amended the MOU (Amendment #2) to amend the services and payment terms as described therein; and

WHEREAS, on July 1, 2021, the County and the Agency amended the MOU (Amendment #3) to extend the term for the period of July 1, 2021 through June 30, 2022; and

WHEREAS, on July 1, 2022, the County and the Agency amended the MOU (Amendment #4) to extend the term for the period of July 1, 2022 through June 30, 2023; and

WHEREAS, the County and Agency desire to amend the term of the MOU effective July 1, 2023, through June 30, 2025, and to amend payment terms described therein; and

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

The term of Amendment #5 to this MOU shall commence on July 1, 2023, and terminate on June 30, 2025, unless extended as provided by this MOU.





2. Section 2. TERM, A. SERVICES is amended to read as follows:

- i. Tuolumne County shall provide beds in its Facility for Agency to utilize as needed, if beds are available. The beds will be provided on a space available basis as determined by the Tuolumne County Chief Probation Officer in his or her sole discretion. Contracted beds shall not be used for court ordered Secure Youth Treatment Facility (SYTF) youth.
- ii. All Agency minors accepted for placement and placed in the Facility shall receive the same accommodations and services as provided to Tuolumne County juveniles in accordance with federal, state and local laws and regulations. Such services shall include facilitation of appropriate educational services, medical care and mental health

- care. Dental care shall be limited to pain management, injured teeth/gums, and conditions which may lead to malignancies if detention is prolonged.
- iii. Tuolumne County may provide emergency medical services without prior authorization from Agency
  - iv. Agency minors are not eligible to participate, and therefore will not participate, in the Tuolumne County Children's System of Care program and/or its equivalent
3. Section 2. TERM, B. PAYMENT is amended to read as follows:
- i. Board and Care July 1, 2023 – June 30, 2024: Agency shall pay County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
    - a. \$175.00 per day per bed for one (1) guaranteed bed per month
      - i. Minimum annual payment of \$63,875.00, in twelve (12) equal installments of \$5,322.91 invoiced monthly.
    - b. \$210.00 per day per bed for additional bed(s) beyond the one (1) bed per month minimum, on a space available basis, invoiced monthly.
    - c. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU (including those in guaranteed beds) will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.
    - d. Rates are subject to change by the County's Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.
  - ii. Board and Care July 1, 2024 – June 30, 2025: Agency shall pay County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
    - a. \$185.00 per day per bed for one (1) guaranteed bed per month
      - i. Minimum annual payment of \$67,525.00, in twelve (12) equal installments of \$5,627.08 invoiced monthly.
    - b. \$225.00 per day per bed for additional bed(s) beyond the one (1) bed per month minimum, on a space available basis, invoiced monthly.
    - c. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU (including those in guaranteed beds) will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.
    - d. Rates are subject to change by the County's Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.
4. Except as amended herein, all other terms and conditions of the MOU and amendments shall remain in full force and effect.



IN WITNESS WHEREOF, the parties have executed this Amendment #5 as of the date written above.

COUNTY OF TUOLUMNE <u>Tracie Riggs</u> Tracie Riggs (Jul 5, 2023 10:27 MDT) By: Tracie Riggs County Administrative Officer	COUNTY OF INYO  By: Board of Supervisors
 By: Dan Hawks Chief Probation Officer	 By: Jeffrey L. Thomson Chief Probation Officer
APPROVED AS TO LEGAL FORM: <u>Maria Sullivan</u> Maria Sullivan (Jul 5, 2023 09:06 PDT) By: Maria Sullivan Deputy County Counsel	APPROVED AS TO LEGAL FORM:  By: County Counsel

AMENDMENT #6 TO  
MEMORANDUM OF UNDERSTANDING  
FOR

PLACEMENT OF INYO COUNTY DETAINED JUVENILES AT THE MOTHER LODGE  
REGIONAL JUVENILE DETENTION FACILITY

This Amendment #6 ("Amendment #6") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the County of Tuolumne ("County") and the County of Inyo ("Agency").

**WHEREAS**, on the 28th day of July, 2017, the County and the Agency entered into a Memorandum of Understanding ("MOU") for the placement of Agency's detained juveniles at the County's Mother Lode Regional Juvenile Detention Facility ("Facility"); and

**WHEREAS**, on October 12, 2020, the County and the Agency amended the MOU (Amendment #1) to extend the term for the period of July 12, 2020, through June 30, 2021, and to amend the payment terms as described therein; and

**WHEREAS**, on October 20, 2020, the County and the Agency amended the MOU (Amendment #2) to amend the services and payment terms as described therein; and

**WHEREAS**, on July 1, 2021, the County and the Agency amended the MOU (Amendment #3) to extend the term for the period of July 1, 2021, through June 30, 2022; and

**WHEREAS**, on July 1, 2022, the County and the Agency amended the MOU (Amendment #4) to extend the term for the period of July 1, 2022, through June 30, 2023; and

**WHEREAS**, on July 5, 2023, the County and the Agency amended the MOU (Amendment #5) to extend the term for the period of July 1, 2023, through June 30, 2025; and

**WHEREAS**, the County and Agency now desire to amend the term of the MOU by extending it three additional years from July 1, 2025, through June 30, 2028, and to amend payment terms described therein.

NOW THEREFORE, THE COUNTY AND THE CONTRACTOR AGREE as follows:

1. Section 2. TERM is amended to read as follows:

The term of the MOU shall be extended for an additional three years from July 1, 2025 to June 30, 2028, unless otherwise extended by mutual agreement as provided by the MOU.

2. Section 2. TERM A. SERVICES is amended to read as follows:

i. County shall provide one (1) guaranteed bed per month in its Facility for Agency to utilize as needed. County shall provide additional bed(s) for Agency to utilize as needed, if beds are available. Any additional bed(s) will be provided on a space available basis as determined by the County's Chief Probation Officer in his or her sole discretion.

Subsections ii - iv shall remain unchanged.

3. Section 2. TERM B. PAYMENT is amended to read as follows:

i. Board and Care July 1, 2025 – June 30, 2028: Agency shall pay County for the costs of board and care for each juvenile placed at the Facility under this MOU per each twenty-four (24) hour period or portion thereof at the following rates:

a. \$200.00 per day per bed for one (1) guaranteed bed per month.

i. Minimum annual payment of \$73,000.00, in twelve (12) equal installments of \$6,083.33 invoiced monthly.

b. \$250.00 per day per bed for additional bed(s) beyond the one (1) bed per month minimum, invoiced monthly. Any additional bed(s) will be provided on a space available basis as determined by the County's Chief Probation Officer in his or her sole discretion.

c. \$500.00 per day per bed on a space available basis, invoiced monthly for youth presenting a higher level of supervision needs or requiring specialized care due to behavioral, mental health, or other identified risk factors identified by either party. Acceptance of youth requiring a higher level of supervision will be on a space available basis as determined by the County's Chief Probation Officer in his or her sole discretion.

d. \$500.00 per day per bed on a space available basis, invoiced monthly for court ordered Secure Youth Treatment Facility ("SYTF") youth. Acceptance of SYTF youth will be at the sole discretion of the County's Chief Probation Officer and is contingent upon facility staffing, needs of the SYTF youth, and associated risks. Upon acceptance of SYTF youth, guaranteed bed(s) for Agency may be applied toward that placement. In such cases, the Agency will be charged the additional rate difference of \$300 per day for the upgraded SYTF bed.

e. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU (including those in guaranteed beds) will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.

f. Rates are subject to change by the County's Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.

Subsections ii – vi shall remain unchanged.

4. Except as amended herein, all other terms and conditions of the MOU and Amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #6 as of the date written above.

<p>COUNTY OF TUOLUMNE</p>  <u>Roger Root (Jun 11, 2025 08:15 PDT)</u>  By: Roger Root, Acting County Administrative Officer	<p>COUNTY OF INYO</p>    By: Board of Supervisors
  By: Dan Hawks, Chief Probation Officer	    By: Jeffrey L. Thomson, Chief Probation Officer
<p>APPROVED AS TO LEGAL FORM:</p>  <u>Sarah Carrillo (Jun 10, 2025 16:53 PDT)</u>  By: Sarah Carrillo, County Counsel	<p>APPROVED AS TO LEGAL FORM</p>   By: Christian E. Milovich, County Counsel



# 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

June 24, 2025

Reference ID:  
2025-440

### Contract for Urine Sample Collection Devices and Laboratory Services with Redwood Toxicology Laboratory, Inc. Probation ACTION REQUIRED

#### ITEM SUBMITTED BY

Jeffrey Thomson, Chief Probation Officer

#### ITEM PRESENTED BY

Jeffrey Thomson, Chief Probation Officer

#### RECOMMENDED ACTION:

- A) Declare Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA a sole-source provider;
- B) Approve the contract between the County of Inyo and Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA for the provision of urine sample collection devices (supplies) and laboratory services, in an amount not to exceed \$100,000 for the period of July 1, 2025 to June 30, 2026, with an option to renew a second and third year, contingent on the adoption of future fiscal year budgets; and
- C) Authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Probation Department has been using the services of Redwood Toxicology Laboratory, Inc. since October 2014 to provide urine sample collection devices and laboratory services. Drug and alcohol testing specifically supports the State's and Probation Department's goals of improving services and reducing recidivism through the implementation of evidence-based programs and improving local probation supervision practices and capacities.

Inyo County Drug Court also uses Redwood Toxicology Laboratory, Inc. under its own contract; therefore, it is important to remain consistent in the use of the same laboratories for the Probation Department and Drug Court shared clients. The Probation Department's case management system, Tyler Technology, is integrated with Redwood Toxicology and receives the results through the case management system. Being required to change laboratories would prove significantly disruptive to the Probation Department's drug and alcohol testing program. Please note that this Agenda Request Form addresses awarding the contract to provide supplies and services to the Probation Department only.

Therefore, we are recommending to the Board that the contract be awarded to Redwood Toxicology Laboratory, Inc. for an amount not to exceed \$100,000 for a contract period beginning July 1, 2025 to June 30, 2026, with an option to renew a second and third year. Monies will be budgeted in both the Probation – General (023000) and Juvenile Institutions Budgets (023100) for this fiscal year (2025-26). Also, we have historically budgeted in the Probation – General Budget (023000) and continue to do so for this fiscal year, revenue from SB678 monies to cover most of the costs for supplies and services in combination with General Fund monies. On a quarterly basis, SB678 monies are reimbursed to the

Probation – General Budget. No SB678 monies are budgeted within the Juvenile Institutions Budget (023100) as the YOBG Grant covers reimbursement for most urine analysis testing supplies and laboratory services.

**FISCAL IMPACT:**

<b>Funding Source</b>	SB678 and YOBG	<b>Budget Unit</b>	023000 and 023100
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5311 and 5265
<b>Recurrence</b>	Ongoing Expenditure	<b>Sole Source?</b>	Yes

**If Sole Source, provide justification below**

Redwood Toxicology Laboratory, Inc. provides the probation department urine sample collection devices (supplies) and laboratory services. We have used this company for several years now and their software is integrated with Probation's Case Management System Software. The test results are automatically uploaded into the case management system and notify the appropriate Probation Officer of them. If the department was not able to sole source with Redwood Toxicology it would cost the County a significant cost to integrate the case management system with a new vendor.

<b>Current Fiscal Year Impacts</b>
None
<b>Future Fiscal Year Impacts</b>
Up to \$100,000 for the period between July 1, 2025 through June 30, 2028.
<b>Additional Information</b>

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

Reject the request to sole source with Redwood Toxicology Laboratory, Inc. and direct the Probation Department to submit another request for proposal from another service provider. This is not recommended as many laboratory vendors will not do testing on a sample collected in a device supplied by a different and/or "unknown" vendor. In addition, this will disrupt the urine analysis testing and require the Department to come back to your Board to authorize an expenditure of more than \$10,000 with a new provider of laboratory services.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

Not Applicable

**APPROVALS:**

Krystal Leonard	Created/Initiated - 5/28/2025
Darcy Israel	Approved - 5/28/2025
Krystal Leonard	Approved - 5/28/2025
John Vallejo	Approved - 6/3/2025
Amy Shepherd	Approved - 6/3/2025
Keri Oney	Approved - 6/9/2025
Aaron Holmberg	Approved - 6/9/2025
Jeffrey Thomson	Approved - 6/9/2025
Nate Greenberg	Final Approval - 6/11/2025

**ATTACHMENTS:**

1. FY 25-26 Redwood Toxicology Contract

**AGREEMENT BETWEEN THE COUNTY OF INYO  
AND REDWOOD TOXICOLOGY LABORATORY, INC. (RTL)  
FOR THE PROVISION OF URINE ANALYSIS SUPPLIES AND LABORATORY SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the urine analysis supplies and laboratory services of Redwood Toxicology Laboratory, Inc. of Santa Rosa, 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 JEFFREY THOMSON, or his designee, whose title is: Chief Probation Officer. 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 initial term of this Agreement shall be July 1, 2025 to June 30, 2026, unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From July 1, 2026 through June 30, 2027.
- b. From July 1, 2027 through June 30, 2028.

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions as stated in this Agreement.

The options to extend the term of the Agreement for the periods identified above may be exercised in the manner and on the terms and conditions below:

Terms and Conditions to Exercise Option Year(s):

- a. Neither Contractor nor County has terminated or cancelled this Agreement for any reason.
- b. Neither Contractor nor County is in default on any term or condition of this Agreement.



### 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. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to JEFFREY THOMSON, or his designee, whose title is: Chief Probation Officer. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by the Contractor without the prior approval of the County.

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, including travel and per diem expenses, if any, shall not exceed One Hundred Thousand and No/100 (\$100,000.00) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, 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. Contractor's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. 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, 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.**

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.

**8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

**9. 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.

**10. 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.

**11. DEFENSE AND INDEMNIFICATION, LIMITATION OF LIABILITY.**

Contractor Indemnification. Contractor shall indemnify and defend County, its officers and directors ("County Indemnified Parties") from and against any and all actions, damages, or claims (collectively, "Losses") that result from any third party claim relating to bodily injury or death of any person or damage to real or tangible property, to the extent caused by Contractor's gross negligence or willful misconduct in the performance of this Agreement, but not to the extent caused by any negligence, recklessness, or willful misconduct on the part of County Indemnified Parties or a third party.

County Indemnification. County agrees to indemnify and defend Contractor, its Affiliates, and its and their respective officers and directors ("Contractor Indemnified Parties") from and against any and all Losses that result from any third party claim relating to bodily injury or death of any person or damage to real or tangible property, to the extent caused by County's gross negligence or willful misconduct in the performance of this Agreement, but not to the extent caused by any negligence, recklessness, or willful misconduct on the part of Contractor Indemnified Parties.

Procedures for Indemnification of Third-Party Claims. The indemnified party shall promptly notify the indemnifying party of any third-party claim subject to indemnification hereunder; provided, however, that failure to provide such notice shall not relieve the indemnifying party of its obligations under this

Section, except to the extent that the indemnifying party is prejudiced by such failure. The indemnifying party shall have the right and option to control the defense of such claim with counsel selected by the indemnifying party and reasonably satisfactory to the indemnified party, and the indemnifying party shall have the right settle such claim; provided, that, except with prior written consent of the indemnified party (such consent not to be unreasonably withheld, conditioned or delayed), the indemnifying party shall not enter into any settlement or consent to entry of any judgment that (i) does not include a full and unconditional release of all indemnified parties with respect to such claim, (ii) includes an admission of fault, culpability or failure to act by or on behalf of any indemnified party, or (iii) includes injunctive or other nonmonetary relief affecting any indemnified party.

IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING REPUTATIONAL HARM, LOST PROFITS, LOSS OF BUSINESS, OR OTHER SIMILAR DAMAGES). TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS HEREUNDER INCLUDING, BUT NOT LIMITED TO, INDEMNIFICATION, IS LIMITED TO THE AMOUNT PAID OR PAYABLE TO CONTRACTOR BY COUNTY IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

## **12. 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. To the extent required by law, 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, with prior written approval from Contractor, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

## **13. 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.

## **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.

**5. ASSIGNMENT.**

Neither Party shall assign any rights, obligations, or liabilities hereunder without the prior written consent of the other Party, provided that Abbott may assign or delegate its rights and duties hereunder to any Affiliate without obtaining such consent. "Affiliate" shall mean a corporation or any other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Abbott.

**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 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-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>Probation</u>	<u>Department</u>
<u>P.O. Box T</u>	<u>Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

Contractor:

<u>Redwood Toxicology Laboratory, Inc.</u>	<u>Name</u>
<u>3650 Westwind Blvd.</u>	<u>Address</u>
<u>Santa Rosa, CA 95403</u>	<u>City and State</u>

With copy to:

Abbott Laboratories  
100 Abbott Park Road  
Abbott Park, Illinois 60064 USA  
Attn: DVP and Associate General Counsel, RMDx Legal

**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

County of Inyo Modified Contract No. 117  
Redwood Toxicology Laboratory, Inc.

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 THE COUNTY OF INYO  
AND REDWOOD TOXICOLOGY LABORATORY, INC. (RTL)  
FOR THE PROVISION OF URINE ANALYSIS SUPPLIES AND LABORATORY SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

DocuSigned by:  
By: Mary Tardel  
D43702611A Signature

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

Mary Tardel, Director, Government Services

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

Dated: May 22, 2025 | 4:52:16 PM CDT

**APPROVED AS TO FORM AND LEGALITY:**

John-Carl Vallejo  
John-Carl Vallejo (May 23, 2025 13:01 PDT)  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Amy Shepherd  
Amy Shepherd (May 23, 2025 13:52 PDT)  
County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

K Ony  
Personnel Services

**APPROVED AS TO INSURANCE REQUIREMENTS:**

Aaron Holmberg  
Aaron Holmberg (May 27, 2025 16:43 PDT)  
County Risk Manager



## ATTACHMENT A

### AGREEMENT BETWEEN THE COUNTY OF INYO AND REDWOOD TOXICOLOGY LABORATORY, INC. (RTL) FOR THE PROVISION OF URINE ANALYSIS SUPPLIES AND LABORATORY SERVICES

#### TERM:

FROM: JULY 1, 2025 TO JUNE 30, 2026

#### SCOPE OF WORK:

Redwood Toxicology Laboratory, Inc. (RTL)

**TEST RESULTS:** Use of on-line **ToxAccess** = total digital data collection // standard urine and oral fluids panels, negative results are reported within 24 - 48 hours after receipt. Confirmation of positive results will be available within 72 - 96 hours after initial screen. Total turnaround time for positive results of standard urine and oral fluids is up to 72 - 96 hours from receipt of specimen at laboratory. // Reporting of Synthetic Cannabinoids or Designer Stimulants, EtG/EtS, and Steroids, results reported within 72 - 96 hours after receipt of the specimen in the laboratory. // Includes Random Testing Program.

**STORAGE:** Storage of positive for drug(s) and/or metabolites in a secure warehouse for a period of not less than 3 months. Negative specimens will be stored for 2 days. Chain of custody records, documentation and analytical records are maintained in secured storage for a period of not less than 3 years.

**PICK UP SCHEDULE:** Collected urine samples can be picked up on whatever schedule Inyo County sets, for example, daily, 3 times/week, etc. and RTL is to provide service through United Parcel Service (UPS), Federal Express, or some other overnight delivery service.

#### **LOCATION FOR DELIVERY OF SUPPLIES (DEVICES AND SHIPPING SUPPLIES):**

- Inyo County Probation Department, 1360 N. Main Street Suite 162, Bishop, CA 93514
- RTL is to provide shipping supplies (urine specimen collection containers; specimen baggies with absorbent material; preprinted Chain of Custody forms/labels and security seals; prepaid FedEx or UPS lab packs or pre-paid U. S. mailer boxes) for the overnight delivery service.

#### **LOCATIONS FOR PICK UP OF URINE SAMPLES:**

- Inyo County Probation Department, 1360 N. Main Street Suite 162, Bishop, CA 93514
- Inyo County Juvenile Center, 201 Mazourka Canyon Road, Independence, CA 93526

**TRAINING:** Training for how to use testing devices, chain of custody, etc. is available a number of different ways: on-line, webinar, and on-site training at RTL.

**WITNESS TESTIMONY:** provide written affidavit or telephone testimony. If necessary at a cost to Inyo County, may provide expert witness testimony in Court.

**ATTACHMENT B**

**AGREEMENT BETWEEN THE COUNTY OF INYO  
AND REDWOOD TOXICOLOGY LABORATORY, INC. (RTL)  
FOR THE PROVISION OF URINE ANALYSIS SUPPLIES AND LABORATORY SERVICES**

**TERM:**

**FROM: JULY 1, 2025 TO JUNE 30, 2026**

**SCHEDULE OF FEES:**

**See attached Pricing Schedule for Inyo County Probation Department Effective July 1, 2025 – June 30, 2026. An updated Pricing Schedule will be provided for each additional Fiscal Year the contract is renewed.**



Confidence in testing.

**Pricing Schedule**  
**Inyo County Probation Effective July 1, 2025 - June 30, 2026**  
**INFORMATION CONFIDENTIAL**

**Section I: Laboratory Drug & Alcohol Testing Services - Urine**

*Items highlighted in Green represent the laboratory tests requested in the original Request for Proposals*

**Urine Lab Tests - Standard Drugs**

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
Various	1	One Drug Standard Lab Panel (Standalone Test)	\$ 7.70
Various	1	GC-MS, LC-MS/MS or GC-FID Standard Urine Confirmation - cost per drug	\$ 19.00

**Urine Lab Tests - Specialty Drugs**

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
049 or 050	1	Ethyl Glucuronide (EtG) - (EIA Screen-Only)	\$ 7.10
5504	1	Fentanyl - Confirmation Only	\$ 30.00
5554	Various	Fentanyl's Urine Test - Premium Panel	\$ 40.00

**Section II: Laboratory Drug & Alcohol Testing Services - Oral Fluid**

**Oral Fluid Lab Tests - Standard Drugs**

TEST CODE	DRUG(S)	DESCRIPTION	PRICE PER SPECIMEN
Various	1	GC-MS, LC-MS/MS or GC-FID Standard Oral Fluid Confirmation - cost per drug	\$ 25.00

**Section III: Laboratory Supplemental Services**

**PROBLEMATIC SPECIMEN CHARGES AND ADDITIONAL SERVICE CHARGES**

TEST CODE	DESCRIPTION	PRICE PER OCCURRENCE
QNS	Insufficient Volume	\$10.00
PROB	Chain of Custody (COC) and/or Specimen Label Errors	\$10.00
	Product and/or Supply Shipping Errors due to Incorrect Address Provided	\$25.00
ADS	Accidental Delivery Specimen - Specimen Sent to RTL in Error	\$100.00
PULL	Specimen Retrieval from Storage for Follow-Up Testing	\$10.00
AFFD	Affidavits	\$100.00
INTP	Interpretations	\$100.00
CORT	Telephonic or Webinar Court Testimony	\$250.00
	Expert Witness Prep Time	\$150 per hour
	In-Person Court Testimony	\$800 per day + travel
FEDEX	Short Shipment - Less than Five (5) Specimens Specimen Shipment to RTL: Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service. Fewer than five (5) specimens sent to the lab by next day air service will be assessed a twenty-five dollar (\$25.00) charge per shipment.	\$25.00

**Collection & Shipping Supplies**

RTL provides all necessary urine specimen collection and shipping supplies to its clients at no additional cost. For urine testing, these supplies include:

- Urine specimen collection containers: Depending on the agency's needs, RTL can supply any of the following collection containers:
- Specimen baggies with absorbent material
- Preprinted Chain of Custody forms/labels & security seals
- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes.

**Lab Supply Shipping and Handling:** Outbound lab supply orders will be shipped at no charge for ground service delivery. Expedited shipping of supplies will be charged on an 'at cost' basis. FOB Shipping Point.



Confidence in testing.

**Pricing Schedule**  
**Inyo County Probation Effective July 1, 2025 - June 30, 2026**  
**INFORMATION CONFIDENTIAL**

**Section IV: On-Site Drug & Alcohol Screening Devices**

**PANEL-DIP SUBSTANCE ABUSE TEST DEVICES**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
ABTFTYF11401A	1	PANEL 01 FENTANYL 200	\$2.00	\$50.00
01 102 2200	4	PANEL 04 AMP1000/COC300/MAMP1000/MOP300	\$1.95	\$48.75
01 102 0181	9	PANEL DIP 09 AMP300/BZO/COC150/MAMP500/MDMA/MOP300/OXY/PCP/THC	\$3.50	\$87.50

**ICUP INTEGRATED TEST CUP DEVICES**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2210	15 + AD	Expanded iCup 15 AMP500/BUP10/BZO300/COC150/ETG500/FTY20/K2/MAMP500/MDMA500/MTD300/MOP300/OXY100/THC50/TRA200/6-AM w/adulteration (CR, OX, PH, SG) - <b>FFUO**</b>	\$5.95	\$148.75

**ORAL FLUID DRUGS OF ABUSE - For Forensic Use Only**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2024	5	iScreen Oral Fluid Device AMP50/COC20/MAMP50/OPI40/THC12 - <b>FFUO</b>	\$6.00	\$150.00

**COLLECTION SUPPLIES**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE
GD5334T1	N/A	90 ml Urine Collection Bottle with Built-in Temp Strip	\$0.22
031380	N/A	6.5 oz/ Graduated Beaker	\$0.10
031258	N/A	Temperature Strip	\$0.06
031248	N/A	Double Pouch Bags	\$0.10

**Device Order Shipping & Handling:** Device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charged on an 'at cost' basis. FOB Shipping Point.

**\*Forensic Use Only devices (FFUO)** are intended for use only in drugs of abuse testing for law enforcement purposes. Appropriate users of such devices include, for example, court systems, police departments, probation/parole offices, juvenile detention centers, prisons, jails, correction centers and other similar law enforcement entities, or laboratories or other establishments performing forensic testing for these entities. Forensic Use Only devices are not designed, tested, developed, or labeled for use in other settings, such as clinical diagnostic or workplace settings.

**ATTACHMENT C  
AGREEMENT BETWEEN THE COUNTY OF INYO  
AND REDWOOD TOXICOLOGY LABORATORY, INC. (RTL)  
FOR THE PROVISION OF URINE ANALYSIS SUPPLIES AND LABORATORY SERVICES**

**TERM:**

**FROM: JULY 1, 2025 TO JUNE 30, 2026**

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment: 2024 Insurance Requirements for CERTAIN APPROVED PROFESSIONAL SERVICES**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, 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 or CG 00 02 covering CGL, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of **\$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 any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit of **\$1,000,000** per accident for bodily injury and property damage. *(Provision may be waived if work will be entirely remote as specified in scope.)*
2. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
3. **Professional Liability** (Errors and Omissions), if applicable: Insurance appropriate to the Contractor's profession, with limit of **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

**Primary Coverage:** For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers as additional insured. 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. If such insurance cannot provide notice, Contractor shall provide such notice.

**Attachment: 2024 Insurance Requirements for  
CERTAIN APPROVED PROFESSIONAL SERVICES**

**Waiver of Subrogation:** With respect to the Commercial General Liability, Automobile Liability and Workers Compensation, 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:** Deductibles or self-insured retentions shall be permitted with the understanding that CONTRACTOR shall be responsible for such deductibles or self-insured retentions.

**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. **All certificates 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.

**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. Any modifications shall be agreed to by both Parties with a signed amendment to this Agreement.



# 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

June 24, 2025

Reference ID:  
2025-461

### Contract between the County of Inyo and Dewey Pest Control for the Provision of Pest Control Services

#### Public Works

ACTION REQUIRED

#### ITEM SUBMITTED BY

Teresa Elliott, Administrative Analyst

#### ITEM PRESENTED BY

Michael Errante, Public Works Director

#### RECOMMENDED ACTION:

Approve the contract between the County of Inyo and Dewey Pest Control of Lancaster, CA for the provision of pest control services in an amount not to exceed \$83,880 for the period of July 1, 2025 through June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

On April 10, 2025, one bid was received for insect and pest control services to designated County facilities in the amount of \$83,880 for a three-year period.

This agreement provides for general insect and pest control preventative treatment services at various County facilities. The total expense is not to exceed \$83,880 from July 1, 2025 through June 30, 2028.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	011100
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure	<b>Sole Source?</b>	No

If Sole Source, provide justification below

<b>Current Fiscal Year Impact</b>
Up to \$27,960 for the period between July 1, 2025 and June 30, 2026
<b>Future Fiscal Year Impacts</b>
Up to \$55,920 for the period between July 1, 2026 and June 30, 2028
<b>Additional Information</b>

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



The alternative to the above recommendation is for your Board to not approve this contract and discontinue providing insect and pest control services to our facilities. This is not recommended as we have several county facilities with kitchens and insect and pest control is a much needed service in the area in which we work.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

**High Quality Services** | Improved County Facilities

**APPROVALS:**

Teresa Elliott	Created/Initiated - 6/5/2025
Darcy Israel	Approved - 6/9/2025
Teresa Elliott	Approved - 6/9/2025
Keri Oney	Approved - 6/9/2025
John Vallejo	Approved - 6/10/2025
Amy Shepherd	Approved - 6/10/2025
Michael Errante	Approved - 6/10/2025
Nate Greenberg	Final Approval - 6/12/2025

**ATTACHMENTS:**

1. Dewey Contract 2025-2028

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Dewey Pest Control**  
**FOR THE PROVISION OF Insect and Pest Control**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of Dewey Pest Control (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties 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 Teresa Elliott, whose title is: Administrative Analyst. 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 that any minimum amount of services or work will be requested of the Contractor. 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 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.

**2. TERM.**

The term of this Agreement shall be from Tuesday, July 1, 2025 to Friday, June 30, 2028 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

C. 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 \$83,880.00 (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.

D. Federal and State taxes.

- i. 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.
- ii. 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).
- iii. 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.
- iv. 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, or 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 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 utility connections as are 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.

**7. COUNTY PROPERTY.**

- A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are 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.
- 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 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 the 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 liability, loss, damage, expense, costs 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 and any applicable laws, ordinances, or

regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.

- B. Inspections and Audits. Any authorized representative of County shall have access to any records including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained by Contractor. Further, County has the right 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, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract any part of this Agreement without the written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the written consent of County.

## **15. DEFAULT.**

If the Contractor abandons the work, 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 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 direct or indirect interest 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 which, 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 shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement 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 by the mutual consent of the parties, 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 regarding this Agreement 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:**

Public Works  
1360 N Main St Bishop CA, 93514

**Contractor:**

Dewey Pest Control  
45440 23rd St W Lancaster, CA 93536

**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.



<b><u>COUNTY OF INYO</u></b>	<b><u>CONTRACTOR</u></b>
Signature	<u>Vince Munoz</u> Vince Munoz (May 19, 2025 11:43 PDT)
Print or Type Name	Signature Vince Munoz
Date	Print or Type Name 05/19/2025
	Date

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo  
John-Carl Vallejo (May 19, 2025 14:08 PDT)  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Kortni Girardin  
Kortni Girardin (May 22, 2025 15:22 PDT)  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg  
Aaron Holmberg (May 22, 2025 15:53 PDT)  
County Risk Manager

## ATTACHMENT A

### SCOPE OF WORK

Provide general pest control services, including rodent control/eradication, both interior and exterior, at various County facilities. General insect and pest control preventative treatment services at various County facilities defined as follows:

- A. Preventative insect treatment: Spraying of insecticide along interior and exterior perimeter for ants, spiders and other insects and pests.
- B. B. Cockroach treatment: Placement of traps in all bathrooms, behind doors and stairwells.

## ATTACHMENT B SCHEDULE OF FEES

LOCATION:	MONTHLY TOTAL \$ AMOUNT	ANNUAL TOTAL \$ AMOUNT
A. Progress House, 4100 Sq. Ft. 536 N. Second Street Bishop, CA 93514	<u>\$81.00</u> MO	<u>\$972.00</u> YR
B. Bishop Senior Center, 4600 Sq. Ft. 506 Park Street Bishop, CA 93514 INSIDE/OUTSIDE	<u>\$210.00</u> MO	<u>\$2520.00</u> YR
C. Bishop Wellness Center, 1200 Sq. Ft. 586 Central Street Bishop, CA 93514	<u>\$72.00</u> MO	<u>\$864.00</u> YR
D. Statham Hall, 6460 Sq. Ft. 138 N. Jackson Street Lone Pine, CA 93545 INSIDE/OUTSIDE	<u>\$225.00</u> MO	<u>\$2700.00</u> YR
E. Inyo County Jail (Kitchen Only) 550 South Clay Street Independence, CA 93526 INSIDE/OUTSIDE	<u>\$188.00</u> MO	<u>\$2256.00</u> YR
LOCATION:	QUARTERLY TOTAL \$ AMOUNT	ANNUAL TOTAL \$ AMOUNT
F. Search & Rescue, 3800 Sq. Ft. 85 Airport Rd Bishop, CA 93514	<u>\$117.00</u> QTR	<u>\$468.00</u> YR
G. Eastern Sierra Regional Airport, 9000 Sq. Ft. Terminal Building 703 Airport Road Bishop, CA 93514	<u>\$164.00</u> QTR	<u>\$656.00</u> YR
H. South St. Storage Facility, 4146 Sq. Ft. 207 W. South Street Bishop, CA 93514 INSIDE/OUTSIDE	<u>\$188.00</u> QTR	<u>\$752.00</u> YR
	QUARTERLY	ANNUAL

LOCATION:	TOTAL \$ AMOUNT	TOTAL \$ AMOUNT
I. Quilter Consolidated Office Building, 42000 Sq. Ft. 1360 N. Main St. Bishop, CA 93514 <b>INSIDE/OUTSIDE After hours</b>	<u>\$640.00</u> QTR	<u>\$ 2560.00</u> YR
J. Big Pine Town Hall, 5688 Sq. Ft. 150 Dewey Street Big Pine, CA 93513 <b>INSIDE OUTSIDE</b>	<u>\$225.00</u> QTR	<u>\$900.00</u> YR
Main Courthouse, 122443 Sq. Ft. 168 N. Edwards Street Independence, CA 93526 <b>INSIDE OUTSIDE</b>	<u>\$535.00</u> QTR	<u>\$2140.00</u> YR
K. Annex Building (South of Courthouse), 9916 Sq. Ft. 168 N Edwards Street Independence, CA 93526 <b>INSIDE OUTSIDE</b>	<u>\$340.00</u> QTR	<u>\$1360.00</u> YR
L. Administration Building, 5277 Sq. Ft. 224 N. Edwards Street Independence, CA 93526 <b>INSIDE OUTSIDE</b>	<u>\$315.00</u> QTR	<u>\$1260.00</u> YR
M. HHS Fiscal, 4285 Sq. Ft. 155 Market Street Independence, CA 93526	<u>\$132.00</u> QTR	<u>\$528.00</u> YR
N. Eastern Sierra Museum, 3200 Sq. Ft. 155 N. Grant Street Independence, CA 93526	<u>\$132.00</u> QTR	<u>\$528.00</u> YR
O. Road Shop, 2200 Sq. Ft. 750 S. Clay Street Independence, CA 93526	<u>\$117.00</u> QTR	<u>\$468.00</u> YR
P. Inyo County Jail, 36000 Sq. Ft. 550 S. Clay Street Independence, CA 93526 <b>Interior &amp; Exterior</b>	<u>\$510.00</u> QTR	<u>\$2040.00</u> YR
Q. Independence Juvenile Facility, 11000 Sq. Ft. 201 Mazourka Canyon Road Independence, CA 93526	<u>\$210.00</u> QTR	<u>\$840.00</u> YR
R. Water Department, 5684 Sq. Ft. 135 Jackson Street Independence, CA 93526	<u>\$132.00</u> QTR	<u>\$528.00</u> YR
	QUARTERLY	ANNUAL

LOCATION:	TOTAL \$ AMOUNT	TOTAL \$ AMOUNT
S. Lone Pine HHS 310-312 N. Jackson Lone Pine, CA 93545 INSIDE OUTSIDE	<u>\$310.00</u> QTR	<u>\$1240.00</u> YR
T. Lone Pine Sheriff Substation, 1920 Sq. Ft. 726 N. Main Street Lone Pine, CA 93545 INSIDE OUTSIDE	<u>\$265.00</u> QTR	<u>\$1060.00</u> YR
U. Diaz Lake Office 169 Sq. Ft. 5001 S Hwy 395 Lone Pine, CA 93545 INSIDE OUTSIDE	<u>\$165.00</u> QTR	<u>\$660.00</u> YR
V. Diaz Lake Shop 720 Sq. Ft. 5001 S. Hwy 395 Lone Pine, CA 93545 INSIDE OUTSIDE	<u>\$165.00</u> QTR	<u>\$660.00</u> YR
Total for One Year (12 Months) Insect/Pest Control Services	<u>\$27,960.00</u>	GRAND TOTAL ONE YEAR

## **Attachment: 2024 Insurance Requirements for MOST CONTRACTORS SUCH AS PAINTERS, PLUMBERS, LANDSCAPERS**

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 or subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 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. *(Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.)*
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability** (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. *(If applicable. Professional liability insurance coverage is normally required if the contractor is providing a professional service regulated by the state, though Inyo County may require professional liability coverage from certain other types of service providers.)*

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: 2024 Insurance Requirements for  
MOST CONTRACTORS SUCH AS PAINTERS, PLUMBERS, LANDSCAPERS**

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

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

**Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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, includes, but not limited to, primary and noncontributory, 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.

**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 any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of the 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 SIE/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 ALAE, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**Attachment: 2024 Insurance Requirements for  
MOST CONTRACTORS SUCH AS PAINTERS, PLUMBERS, LANDSCAPERS**

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 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

June 24, 2025

Reference ID:  
2025-422

### Federal Highway Safety Improvement Program Grant for Safety Improvements Along 2.8 miles of Trona-Wildrose Road

**Public Works**  
ACTION REQUIRED

#### ITEM SUBMITTED BY

Justine Kokx, Transportation Planner

#### ITEM PRESENTED BY

Michael Errante, Public Works Director

#### RECOMMENDED ACTION:

- A) Accept a successful grant from the Federal Highway Safety Improvement Program in the amount of \$466,380 for safety improvements along 2.8 miles of Trona-Wildrose Road corridor in the Slate Pass area in southern unincorporated Inyo County;
- B) Authorize the Public Works Director to execute the grant agreements and other documents related to the grant between the County of Inyo and the Federal Highway Administration and Caltrans for the period of June 10, 2025, through June 30, 2028; and
- C) Find that the project is exempt pursuant to the Section 15301 Existing Facilities exemption, and authorize the Public Works Director to prepare and execute the environmental documents accordingly.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Local Transportation Commission (LCLTC) prepared a successful grant application for the Federal Highway Safety Improvement Program (HSIP) grant (attached) to apply a high friction surface treatment, install chevron signs at 13 specific curve locations. The grant approved a \$466,380 project cost request with a 10% match of \$51,820.

HSIP funds are eligible for work on any publicly owned roadway that corrects or improves safety for its users. The HSIP program favors projects that can be built quickly. Projects should not include significant right-of-way issues or extensive environmental review and mitigation. For a project to be eligible a specific safety problem must be identified for correction and the proposed action must correct or substantially improve the condition. Twenty-eight types of projects are eligible to receive funding.

Cycle 12 of the HSIP required agencies to have a Local Road Safety Plan (LRSP) in place that systematically identifies and analyses safety problems and recommended improvements. Projects providing evidence of some crash history compete better than projects that do not. Part of the application includes the completion of a cost benefit ratio

that compares injury accidents with the total cost of the project. A minimum cost benefit ratio of 19.68 was required for competitive projects this Cycle 12. The Trona-Wildrose Road safety enhancement project has a cost benefit ratio of 19.68. This analysis identified 5 focus roadways with high concentrations of crashes over a 10 year period. A detailed analysis of crash factors the Panamint Valley Road / Trona-Wildrose Road corridor (which effectively serves as one roadway) as that with the highest overall crash rate per million vehicle-miles (5.21 per MVM). These rates are 501 percent of the statewide rural crash rate for all crashes in 2018 and 225 percent of the statewide fatal crash rate.

The subject roadway provides one of three north-south through roadways across southern Inyo County. It provides the most direct access between portions of southern California and the northern portion of Death Valley National Park. A concentration of crashes occurs in the Slate Pass area. Average daily traffic volume is 450. The majority of the subject roadway segment consists of a single lane (11 to 12 foot width) in each direction with no paved shoulder, with a 55 mph posted speed limit and many successive horizontal curves. Over 5 years, 10 crashes were reported, consisting of 2 resulting in severe injuries, 4 resulting in other visible injuries, 2 resulting in complaint of pain, and 2 PDO. 6 of the crashes were "overturned", 2 were "sideswipe" and 2 were "hit object". Snow/ice or wet roadway conditions were not important factors as all accidents occurred in clear and dry weather.

The ICLTC chose this project because 1) of the accident numbers and 2) the relatively low project cost combined to create a competitive project. There have been multiple severe injury accidents resulting from single vehicle rollovers. A high friction surface treatment as well as the installation of chevron signs and a flashing beacon ahead of curves should reduce the risk. Public Works staff should be able to process this project relatively quickly. The environmental impact will be negligible given that the construction will be primarily on existing roadway surface with minimal disturbance to the soil.

#### **FISCAL IMPACT:**

<b>Funding Source</b>	Grant Funded - HSIP	<b>Budget Unit</b>	State Funded Road 034601
<b>Budgeted?</b>	No	<b>Object Code</b>	57XX Construction
<b>Recurrence</b>	One-Time Expenditure	<b>Sole Source?</b>	No

**If Sole Source, provide justification below**

<b>Current Fiscal Year Impact</b>
None
<b>Future Fiscal Year Impacts</b>
Fiscal year 2025-2026: Project cost of \$466,380, State Funded Road Budget Unit 034601; 10% match amount of \$51,820 Road Budget Unit 034600 (RMRA)
<b>Additional Information</b>

State funded project

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

The Board could choose not to accept this grant award. This is not recommended as it would place the burden on County Road Department funding to pay for these improvements while reducing resources in other areas of the county.

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

Caltrans District 9 Office of Local Assistance; Inyo County Counsel; Inyo County Road Department; Inyo County Auditor

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

**Thriving Communities** | Enhanced Transportation Services

#### **APPROVALS:**

Justine Kokx	Created/Initiated - 5/20/2025
Darcy Israel	Approved - 5/20/2025
Justine Kokx	Approved - 5/22/2025
Sarah Wilson	Approved - 5/22/2025
Michael Errante	Approved - 5/22/2025
Keri Oney	Approved - 5/27/2025
John Vallejo	Approved - 6/13/2025
Amy Shepherd	Approved - 6/16/2025
Nate Greenberg	Final Approval - 6/17/2025

#### **ATTACHMENTS:**

1. Cycle 12 Highway Safety Improvement Program Application
2. Cycle 12 Highway Safety Improvement Program Award Letter

APPLICATION SUMMARY

This summary page is filled out automatically once the application is completed.

After the application is finalized, please save this PDF form using the exact "Application ID" (shown below) as the file name.

Application ID

09-Inyo County-1

**Important:** Review and follow the [Application Form Instructions](#) step-by-step as you complete the application. Completing an application without referencing the instructions will likely result in an incomplete application or an application with fatal flaws that will be disqualified from the ranking and selection process.

Submitted By (Agency)

Inyo County

Application Category

Benefit Cost Ratio (BCR)

Caltrans District

09

Application Number

1

Out of

1

Project Location

2.8 miles of Trona-Wildrose Road corridor in the Slate Pass area in southern unincorporated Inyo County

Project Description

High Friction Surface Treatment and Chevron Signs at 13 specific curve locations

Total Project Cost

\$518,200

HSIP Funds Requested

\$466,380

Benefit Cost Ratio (BCR)

19.68

Basic Information

Date: Aug 30, 2024

Caltrans District: 09

MPO: RURAL

Agency: Inyo County

County: Inyo County

Total number of applications being submitted by your agency: 1

Application Number (each application must have a unique number): 1

☐ Check if this application is one of the multiple ones for the same project (please review the form instructions for explanation).

Contact Person Information

Name (Last, First): Suen, Bill

Position/Title of Contact Person: Senior Traffic Engineer

Email: bill@lsctrans.com

Telephone: (530) 583-4053

Extension: 6

Address: PO 5875 / 2690 Lake Forest Road

City: Tahoe City

Zip Code: CA 96145

(Enter only a 5-digit number)

Application Category: Benefit Cost Ratio (BCR)

Project Information

Project Title:  
-Be Brief (Limited to 100 Characters)

Trona-Wildrose Slate Pass

Project Location:  
-Be Brief (Limited to 250 Characters)  
-See [Application Form Instructions](#)

2.8 miles of Trona-Wildrose Road corridor in the Slate Pass area in southern unincorporated Inyo County

Project Description:  
-Be Brief (Limited to 250 Characters)  
-See [Application Form Instructions](#)

High Friction Surface Treatment and Chevron Signs at 13 specific curve locations

Total Project Cost
\$518,200
HSIP Funds Requested
\$466,380
Benefit Cost Ratio (BCR)
(Required for a BCR application. Skip for Funding Set-Aside application)
19.68

1. Project Identification

Describe how the agency identified the project as one of its top safety priorities. Was a data-driven safety evaluation of their entire roadway network completed? Do the proposed project locations represent some of the agency's highest fatal and injury crash concentrations and types of crashes?  
(Limited to 5,000 characters)

The ICLTC applied for HSIP in 2022 and was not selected for improvements but is reapplying for the 2024 HSIP. The identification for the project was realized from the completed and adopted the Inyo County Local Roadway Safety Plan. This included a detailed analysis of crashes on all public roadways throughout the county, with a focus on local roadways. This analysis identified 5 focus roadways with high concentrations of crashes over a 10 year period. A detailed analysis of crash factors the Panamint Valley Road / Trona-Wildrose Road corridor (which effectively serves as one roadway) as that with the highest overall crash rate per million vehicle-miles (5.21 per MVM). These rates are 501 percent of the statewide rural crash rate for all crashes in 2018 and 225 percent of the statewide fatal crash rate.

The subject roadway provides one of three north-south through roadways across southern Inyo County. It provides the most direct access between portions of southern California and the northern portion of Death Valley National Park. A concentration of crashes occurs in the Slate Pass area. Average average daily traffic volume is 450. The majority of the subject roadway segment consists of a single lane (11 to 12 foot width) in each direction with no paved shoulder, with a 55 mph posted speed limit and many successive horizontal curves. Over 5 years, 10 crashes were reported, consisting of 2 resulting in severe injuries, 4 resulting in other visible injuries, 2 resulting in complaint of pain, and 2 PDO. 6 of the crashes were "overturned", 2 were "sideswipe" and 2 were "hit object". Snow/ice or wet roadway conditions were not important factors as all accidents occurred in clear and dry weather.

2. Prior Attempts to Address the Safety Issues

List all other projects/countermeasures that have been (or are being) deployed at the location(s) within the last 5 years. Applicants must identify all federal and/or state funds that have been used or approved within the proposed project limits within the last 5 years. Normally HSIP funding cannot be used to construct safety countermeasures at the same locations within 5 years.  
(Limited to 5,000 characters)

Edge line striping was installed in 2020. Due to the high concentration of crashes in the pass area, additional measures are warranted.

3. Other Comments

Explain here if this project has any special circumstances or if you have other comments. Enter "NA" if none.  
(Limited to 5,000 characters)

The proposed safety improvement project was presented to the LRSP Steering Committee, which identified this as the highest priority safety project in the county wide local roadway network. For the current 2024 HSIP application the crash list has been updated since 2022, per the engineering checklist.

Application Attachments (See [Application Form Instructions](#))

Please attach all files as needed. **Note:** files may not be attachable if file is open. Close before attach.

1. Local Roadway Safety Plan (LRSP) Certification (Required for all projects) 1 - LRSP Certification signed.pdf
2. Engineer's Checklist (Required for all projects)
3. Vicinity Map/Location Map (Required for all projects) 3 - Slate Range Site map 2024.pdf
4. Project Maps/Plans Showing Existing and Proposed Conditions (Required for all projects) 4 - SLate Range Project Layout Plan 2024.pdf
5. Pictures of Existing Condition (Required for all projects) 5 - Slate Pass Looking North 2024.png
6. HSIP Analyzer (Required for all projects) 6 - HSIPAnalyzer2024SlatePassChevronHFST.pdf
7. Collision Diagram(s) (Required for a BCR application) 7 - Slate Range Collision Diagram 2024.pdf
8. Collision List(s) (Required for a BCR application) 8 - Slate Pass HSIP Crash Data 2024.pdf

Warrant Studies

☐ Check if the project includes new installation of certain traffic control devices (e.g., traffic signals, pedestrian signals, etc.). If yes, Traffic Signal Warrant 4, 5 and/or 7 must be met (CA MUTCD Chapter 4C).

9. Warrant Studies (Not required for this project)
--

Work on the State Highway System

Does the project include improvements on the State Highway System?

☐ Yes, and the project will be jointly-funded with Caltrans  
(Must be jointly-funded if the project is for intersection safety improvement involving SHS).  
*A formal Letter of Support from Caltrans District Traffic is required. The letter should include estimates of cost sharing.*

☐ Yes, but the project will not be jointly-funded with Caltrans.  
*A written correspondence from Caltrans District Traffic is required. The correspondence should indicate that Caltrans does not see issues that would prevent the proposed project from receiving an encroachment permit.*

☒ No.

10. Letter/Email of Support from Caltrans (Not required for this project) 10 - LettersOfSupportAll v2.pdf
11. Additional Narration, Documentation, Letters of Support, Etc. (Optional)



## California Department of Transportation

CALTRANS DISTRICT 9  
DIVISION OF LOCAL ASSISTANCE  
500 MAIN STREET  
BISHOP, CA 93514



February 28, 2025

Highway Safety Improvement Program (HSIP) Cycle 12 Award

Dear Mr. Errante,

Congratulations! Your HSIP application has been selected for funding:

Application ID: H12-09-001

Location: Trona-Wildrose Road (State Pass Area)

Description of Work: Install signs and high friction treatment (HFST)

HSIP project cost: \$518,200

HSIP Funds awarded: \$466,380.

The complete list of funded projects in HSIP Cycle 12 Call for Projects is available online at <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/approved-project-lists>.

The agency's first step is to contact the appropriate District Local Assistance Engineer (DLAE) who can assist with the funding allocation process and other project management requirements. The DLAE contact information is available at <https://dot.ca.gov/programs/local-assistance/other-important-issues/local-assistance-contacts>.

To help in the success of your project, here are some important items to note:

1. Both federal and state funds will be used for HSIP Cycle 12 projects. Please pay attention to the funding type for your project as listed in the Cycle 12 project list.
  - Any project receiving \$1.2 million or more in HSIP funding is federalized.
  - Projects receiving between \$800,000 and \$1.2 million in HSIP funding are federalized only if they qualify for the High Risk Rural Road (HRRR) Special Rule.
  - All other projects will use state funds.
2. The HSIP is a reimbursement program. Reimbursable work cannot commence on your project until you receive an allocation (for state funds) or an authorization (for federal funds) from Caltrans Division of Local Assistance (DLA) for this project.
3. For state funded HSIP projects, please note:
  - a. The funding allocation process for HSIP projects with state HSIP funding is different from projects in other programs such as ATP/STIP and SB1. The funding allocation for HSIP projects is processed through Caltrans DLA, not the CTC.



- b. The funding allocation request is Phase specific, i.e. Preliminary Engineering (PE), Right of Way (ROW) or Construction (CON).

For more guidance on implementing State-funded HSIP projects, please visit <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/state-funded-hsip>.

- 4. For federally funded HSIP projects, please follow the project authorization process in Chapter 3 of the [Local Assistance Procedures Manual \(LAPM\)](#).
- 5. The delivery of the HSIP Cycle 12 projects must meet the below milestones:
  - a. The PE phase (if applicable) must be allocated by 12/31/2025;
  - b. The Construction (CON) phase must be allocated by 3/31/2028 (6 months may be added for projects with consultant for PE).

For HSIP project delivery requests and status of the projects, please visit <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects>.

- 6. It is the agency's responsibility to review their project scope throughout the project delivery process and confirm that HSIP funding is used to fund the approved eligible scope as defined in your HSIP application. In case that any scope or cost change is needed, please contact your [DLAE](#).
- 7. Prior to engaging in any Architectural and Engineering (A&E) contract procurement(s), agencies should reference Chapter 10 (Consultant Selection) of the Local Assistance Procedures Manual (LAPM), located at <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>.

If you have any questions about your project, please feel free to contact:

Mark A. Heckman  
(760) 874-8325  
[Mark.Heckman@dot.ca.gov](mailto:Mark.Heckman@dot.ca.gov)

Sincerely,



Mark A. Heckman  
District Local Assistance Engineer



# 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

June 24, 2025

Reference ID:  
2025-301

### Laws, Independence, and Lone Pine Water Meter Replacement Project Bid Package

#### Public Works

ACTION REQUIRED

#### ITEM SUBMITTED BY

Katie Paterson, Engineering Assistant

#### ITEM PRESENTED BY

Michael Errante, Public Works Director

#### RECOMMENDED ACTION:

Approve the plans and specifications for the Laws, Independence, and Lone Pine Water Meter Replacement Project and authorize the Public Works Director to advertise the project.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County owns and operates three disadvantaged community water systems serving the unincorporated towns of Laws, Independence, and Lone Pine. The combined population served by the water systems is approximately 2,000 people. The proposed project will replace commercial and residential analog meters with automatic electronic read meters. The aging analog meters were installed in the 1970's, are no longer accurate, and produce unreliable readings. Removing existing meters and installing new smart meters within the Inyo County Water Systems service boundaries in the towns of Laws, Independence and Lone Pine will provide for accurate measurement of individual water usage and efficient monitoring of the towns' gross demand.

#### FISCAL IMPACT:

<b>Funding Source</b>	Non-General Fund - Grant Funded (Eastern California Water Association)	<b>Budget Unit</b>	152198
<b>Budgeted?</b>	No	<b>Object Code</b>	5700
<b>Recurrence</b>	Ongoing Expenditure	<b>Sole Source?</b>	No

If Sole Source, provide justification below

<b>Current Fiscal Year Impact</b>
N/A
<b>Future Fiscal Year Impacts</b>
Unknown at this time.
<b>Additional Information</b>

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

The Board could choose not to approve the project for advertising. This is not recommended as grant funding was accepted in July 2023. This project will replace aging analog meters with new automatic electronic read meters. Further, these meters will facilitate the County's ability to comply with impending regulations requiring the metering of service connections.

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

Eastern California Water Association

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

**Thriving Communities** | Community Supporting Infrastructure Investments

#### **APPROVALS:**

Katie Paterson	Created/Initiated - 5/29/2025
Darcy Israel	Approved - 6/3/2025
Katie Paterson	Approved - 6/10/2025
Michael Errante	Approved - 6/10/2025
Amy Shepherd	Approved - 6/10/2025
John Vallejo	Approved - 6/10/2025
Nate Greenberg	Final Approval - 6/11/2025

#### **ATTACHMENTS:**

1. Meter Replacement Project Bid Package

INVITATION FOR BID  
ZP 25-015  
LAWS, INDEPENDENCE, AND LONE PINE WATER  
METER REPLACEMENT PROJECT



168 N Edwards Street  
Independence, CA 93526

RELEASE DATE: July 1, 2025  
DEADLINE FOR QUESTIONS: July 14, 2025  
RESPONSE DEADLINE: July 22, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/countyofinyoca>

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B - Insurance Requirements

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# **1. INTRODUCTORY DOCUMENTS**

## **1.1. NOTICE INVITING BIDS**

The Inyo County Public Works Department is soliciting bids for the Laws, Independence, and Lone Pine Water Meter Replacement Project.

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans, are available at no charge at the County of Inyo's procurement website at <https://procurement.opengov.com/portal/countyofinyoca>. Bidders are responsible for ensuring that they have registered as interested bidders on Open Gov's bidder registration system; bidders who fail to register as interested bidders may not be notified should any Addenda be issued. If the Department issues any Addenda to the Bid Package that is not acknowledged, the Bid Proposal may be rejected.

Bids must be submitted electronically via the County of Inyo's procurement website at <https://procurement.opengov.com/portal/countyofinyoca>. For How-To videos and technical support with the OpenGov system, please visit [OpenGov How-To Videos and Technical Support](#).

To be considered, bids must be electronically submitted to Open Gov on or before Tuesday, July 22, 2025 at 3:00 pm, at which time they will be publicly opened and read aloud. No hard copy, mailed, emailed, oral, telegraphic, telephonic, or faxed bids will be accepted.

### **General Work Description:**

BASE BID: The Project work will consist primarily of removing 110 existing commercial water meters and installation of new AMI Meters ranging in size from 1" to 4" within the town of Lone Pine.

BID ADDITIVE #1: Additional work, if awarded, will consist of removing 408 existing residential water meters and installation of new 1" AMI Meters within the town of Lone Pine.

BID ADDITIVE #2: Additional work, if awarded, will consist of removing 73 existing commercial water meters and installation of new AMI Meters ranging in size from 1" to 6" within the town of Laws and Independence.

BID ADDITIVE #3: Additional work, if awarded, will consist of removing 284 existing residential water meters and installation of new 1" AMI Meters within the town of Laws and Independence.

BID ADDITIVE #4: Additional work, if awarded, will consist of trenching, removal, and replacement of 8,426 linear feet of 1" copper service laterals, followed by backfilling and compaction of the trench line with temporary asphalt.

Contract Time: Base Bid: 15 Calendar Days, Additive #1: XX Calendar Days, Additive #2: XX Calendar Days ...

Liquidated Damages: \$500

All project work is more particularly described in the plans and special provisions. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

Technical questions related to project work, site conditions, or other related inquiries should be directed to Kathryn Paterson of the Public Works Department at [kpateron@inyocounty.us](mailto:kpateron@inyocounty.us). All questions must be submitted via email on or before Monday, July 14, 2025 at 5:00 pm. Do not submit questions via any method other than email, and do not contact County staff telephonically or in-person to ask questions. All

questions and responses (if the County chooses to provide a response) will be posted at the County of Inyo's procurement website at <https://procurement.opengov.com/portal/countyofinyoca> on Wednesday, July 16, 2025.

Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents. Contract award, if awarded, will be based on lowest responsible bid total price for the Base Bid, or the Base Bid plus the chosen additives, whichever is in the best interests of the County of Inyo.

Each Bid must be submitted on the Bid Proposal Forms furnished as a part of the Bid Package. Each Bid must be accompanied by a Proposal Guarantee in the amount and form described in the Bid Package, in an amount not less than 10% of the amount of the bid, made payable to the order of the County of Inyo. The check or bond shall be given as security that the bidder will enter into the Contract with the County and furnish the required Faithful Performance Bond, Labor and Materials Payment Bond, Certificates and/or original endorsements of insurance, or other required documents. The check or bond may be retained by the County for sixty (60) days or until the Contract is fully executed by the successful bidder and the County, whichever first occurs.

The successful bidder shall be required to furnish a Faithful Performance Bond and a Labor and Materials Payment Bond on the forms provided in the Bid Package and in the amount of 100% of the Contract amount. Insurance requirements for the project can be found in the Attachments section of this bid package.

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current Alicense or a combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the Business and Professions Code, Section 7029. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

In addition to the requirements set forth in this Notice Inviting Bids, all bids shall be subject to the requirements set forth in the Special Provisions, Standard Specifications of the Inyo County Public Works Department, dated May 2020, Contract Documents and other applicable law.

The Contract is subject to the State Contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990, and other applicable law.

The Contract is also subject to and incorporates by reference the provisions of Public Contract Code, Section 22300, pursuant to which, the Contractor is permitted to substitute securities for earned retention or have them placed in escrow at the Contractor's expense, as also set forth in Section 1150.15 of the Standard Specifications.

Pursuant to Section 1725.5 of the Labor Code, the bidder is required to certify that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the California Department of Industrial Relations.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations, are referenced, but not printed, in said publication. Such rates

of wages are on file with the State Department of Industrial Relations and the Public Works Department of the County of Inyo and are available to any interested party upon request.

Inyo County reserves the right at any stage of these proceedings to reject any or all Bids or to waive any immaterial defect in any Bid if it is deemed to be in the best interest of the County.

The definition and meanings of the words used in this Notice Inviting Bids are the same as set forth in Section 1070, "Abbreviations, Symbols, and Definitions," of the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

Each bidder must supply all the information required by the Contract Documents, Special Provisions and Standard Specifications.

## **2. BID PROPOSAL FORMS**

### **2.1. Pricing Proposal Form**

#### **BASE BID: LONE PINE COMMERCIAL**

<b>Line Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>	<b>Total</b>
1	Mobilization	1	EA		
2	Traffic Control	1	EA		
3	Remove existing and install 1" AMI Meter (located in dirt/grass)	15	EA		
4	Remove existing and install 1" AMI Meter (located in asphalt)	52	EA		
5	Remove existing and install 1" AMI Meter (located in sidewalk)	20	EA		
6	Remove existing and install 1 ½" AMI meter (located in sidewalk)	2	EA		
7	Remove existing and 1 ½" AMI Meter (located in asphalt)	1	EA		
8	Remove existing and install 2" AMI Meter (located in sidewalk)	9	EA		
9	Remove existing and install 2" AMI Meter (located in asphalt)	9	EA		
10	Remove existing and install 3" AMI Meter (located in sidewalk)	1	EA		



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
11	Remove existing and install 4" AMI Meter (located in sidewalk)	1	EA		
<b>TOTAL</b>					

**BID ADDITIVE # 1: LONE PINE RESIDENTIAL**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	EA		
2	Traffic Control	1	EA		
3	Remove existing and install 1" AMI Meter (located in dirt/grass)	350	EA		
4	Remove existing and install 1" AMI Meter (located in asphalt)	24	EA		
5	Remove existing and install 1" AMI Meter (located in sidewalk)	34	EA		
<b>TOTAL</b>					

**BID ADDITIVE #2: LAWS & INDEPENDENCE COMMERCIAL**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	EA		
2	Traffic Control	1	EA		
<b>Laws</b>					
3	Remove existing and install 1" AMI Meter (located in dirt/grass)	8	EA		
4	Remove existing and install 1" AMI Meter (located in asphalt)	2	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	Remove existing and install 1 ½" AMI Meter (located in dirt/grass)	1	EA		
6	Remove existing and install 2" AMI Meter (located in dirt/grass)	1	EA		
<b>Independence</b>					
7	Remove existing and install 1" AMI Meter (located in dirt/grass)	6	EA		
8	Remove existing and install 1" AMI Meter (located in asphalt)	19	EA		
9	Remove existing and install 1" AMI Meter (located in sidewalk)	13	EA		
10	Remove existing and install 1 ½" AMI Meter (located in asphalt)	6	EA		
11	Remove existing and install 1 ½" AMI Meter (located in sidewalk)	3	EA		
12	Remove existing and install 2" AMI Meter (located in dirt/grass)	2	EA		
13	Remove existing and install 2" AMI Meter (located in asphalt)	1	EA		
14	Remove existing and install 2" AMI Meter (located in sidewalk)	4	EA		
15	Remove existing and install 3" AMI Meter (located in sidewalk)	1	EA		
16	Remove existing and install 4" AMI Meter (located in dirt/grass)	1	EA		
17	Remove existing and install 4" AMI Meter (located in sidewalk)	2	EA		
18	Remove existing and install 6" AMI Meter (located in asphalt)	2	EA		
19	Remove existing and install 6" AMI Meter (located in dirt/grass)	1	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
<b>TOTAL</b>					

**BID ADDITIVE # 3: LAWS & INDEPENDENCE RESIDENTIAL**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	EA		
2	Traffic Control	1	EA		
<b>Laws</b>					
3	Remove existing and install 1" AMI Meter (located in dirt/grass)	3	EA		
<b>Independence</b>					
4	Remove existing and install 1" AMI Meter (located in dirt/grass)	206	EA		
5	Remove existing and install 1" AMI Meter (located in asphalt)	61	EA		
6	Remove existing and install 1" AMI Meter (located in sidewalk)	14	EA		
<b>TOTAL</b>					

**BID ADDITIVE 4: LONE PINE LATERALS**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	EA		
2	Traffic control	1	EA		
3	Remove and replace 1" copper service laterals	8,426	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Trenching, backfill, compaction and restoration of asphalt for replacement of 1" service laterals	8,426	LF		
<b>TOTAL</b>					

## 2.2. Bid Submission Conditions and Instructions

In submitting this Bid, Bidder understands and agrees that:

- A. **BID DEADLINE.** Bids must be received no later than 3:00 pm on Tuesday, July 22, 2025 via Inyo County's electronic bid submission portal on OpenGov.com, at which time they will be publicly opened and read aloud. No mailed, hand-delivered, oral, telegraphic, telephonic or fax proposals or modifications will be accepted.
- B. No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.
- C. **INCLUSION OF ALL COSTS.** This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.
- D. **CONTRACT DOCUMENTS.** The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated May 2020.
- E. **ACCEPTANCE.** County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a **period of sixty (60) calendar days** after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice. This solicitation in no way obligates County to award a Bid Contract

described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation. If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

- F. TIME OF COMPLETION. The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.
- G. BID PROTEST. In the event a dispute arises concerning the bid process prior to the award of the contract, the complaining party must follow the mandatory administrative procedure set forth in Inyo County Code Chapter 6.30 and pursuant to the following bid protest procedures:
  - 1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters. An appeal of a denial of award can only be brought on the following grounds: Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq. A violation of State or Federal law. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to: Nate Greenberg, Purchasing Director, 224 N. Edwards St., Independence, CA 93526. County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

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

## **2.3. Vendor Certifications and Questionnaire**

### **1. Bidder is:\***

- ☐ Individual
- ☐ Partnership
- ☐ Joint Venture
- ☐ Corporation
- ☐ Limited Liability Company (LLC)

\*Response required

### **2. Address and Phone Number**

The address provided may be used to send official communications regarding this bid.

### **3. Federal Identification No.\***

\*Response required

### **4. CA State License Board (CSLB) Number, Expiration Date, and Type\***

Please enter your CSLB Number which will be verified on the CSLB Website:  
<https://www2.cslb.ca.gov/onlineservices/checklicenseII/checklicense.aspx>

\*Response required

### **5. Bid Proposal Certification\***

THE BIDDER HEREBY DECLARES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS MADE IN THIS BID PROPOSAL FORM, INCLUDING ALL OF THE ATTACHED STATEMENTS, DESIGNATIONS, CERTIFICATES, AND AFFIDAVITS, ARE TRUE AND CORRECT, AND THAT THEY ARE THE INDIVIDUAL, MANAGING PARTNER, OR CORPORATE OFFICER, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF CONTRACTOR, AND BY CONFIRMING BELOW DO MAKE THIS BID ON BEHALF OF CONTRACTOR ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.

- ☐ Please confirm

\*Response required

### **6. Please type your total bid amount in both numbers and words. \***

\*Response required

### **7. Please list all addenda that you have received.\***

\*Response required

### **8. As security for the Bid, this Bid must include one of the following proposal guarantee instruments in the amount of ten percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more alternates, the amount of the Proposal Guarantee must not be less than ten percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Are you submitting your proposal guarantee in the form of a bid bond?\***

☐ Yes

☐ No

\*Response required

When equals "Yes"

8.1. *Bid Bond\**

\*Response required

When equals "No"

8.2. *Please confirm that your Cashier's Check or Certified Check will be received by the County prior to the bid deadline. \**

☐ Please confirm

\*Response required

### **9. Proposal Guarantee Forfeiture\***

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

☐ Please confirm

\*Response required

### **10. Will you be using any subcontractors on this project?**

☐ Yes

☐ No

When equals "Yes"

10.1. *Bidder's List of Subcontractors\**

Please download the below documents, complete, and upload.

- Bidder's List of Subcontract...

\*Response required

### **11. Is your business or are any of your subcontractors a Small Business Enterprise or a Local Business?**

Section 6.06 of the Inyo County Code explains the Local Business/Small Business contracting preferences.

☐ Yes

☐ No

When equals "Yes"

11.1. *Commitment & Verification Forms*

Please download the below documents, complete, and upload the forms that pertain to your bid.

- [Local Business Contracting ...](#)
- [SBE Commitment Form.pdf](#)

### **12. Certification Regarding Equal Employment Opportunity\***

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

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

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

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

☐ Please confirm

\*Response required

### **13. Labor Code Section 3700 Certification\***

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

☐ Please confirm

\*Response required

### **14. CA DIR Registration Number\***

Please type in your DIR Registration number which will be verified by the County on the [DIR website](#).

\*Response required

### **15. CA DIR Registration Certification\***

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

☐ Please confirm

\*Response required

---

INVITATION FOR BID #ZP 25-015

Laws, Independence, and Lone Pine Water Meter Replacement Project



### **16. Non-Collusion Affidavit\***

Pursuant to Cal. Public Contract Code section 7106 and Cal. Code of Civil Procedure section 2015.5, bidder hereby declares that I am the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

By checking the box below, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ Please confirm

\*Response required

### **17. Disqualification Questionnaire\***

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

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

☐ Yes

☐ No

\*Response required

When equals "Yes"

*17.1. Disqualification Questionnaire Follow Up*

Please explain the circumstances if you responded "yes" to the Disqualification Questionnaire.

### **18. NLRB Order Certification \***

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

By checking the box below, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10232 are true and correct.

☐ Please confirm

\*Response required

### **19. Projects of Relevant Experience\***

Please download the below documents, complete, and upload.

- Projects of Experience.doc

\*Response required

## **3. SPECIAL PROVISIONS**

### **3.1. Specifications Approval and Introduction**

The Laws, Independence, and Lone Pine Water Meter Replacement Project (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated May 2020 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the "Contract Documents" (as that term is defined in section 1-1.07 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans and the Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California and are included in this bid package.

Unless indicated otherwise, all references in this document to sections are to those in the Inyo County Standard Specifications May 2020 or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Inyo County Standard Specifications May 2020 referenced herein or the Caltrans Standard Specifications and these Special Provisions, these Special Provisions shall prevail and be observed.

These Special Provisions have been prepared by the Inyo County Public Works Department under the direction of Michael Errante, Director of Public Works, and are approved for the work contemplated herein.

### **3.2. Special Provisions**

#### **3.2.1. II. Project Description**

BASE BID: The Project work will consist primarily of removing 110 existing commercial water meters and installation of new AMI Meters ranging in size from 1" to 4" within the town of Lone Pine.

BID ADDITIVE #1: Additional work, if awarded, will consist of removing 408 existing residential water meters and installation of new 1" AMI Meters within the town of Lone Pine.

BID ADDITIVE #2: Additional work, if awarded, will consist of removing 73 existing commercial water meters and installation of new AMI Meters ranging in size from 1" to 6" within the town of Laws and Independence.

BID ADDITIVE #3: Additional work, if awarded, will consist of removing 284 existing residential water meters and installation of new 1"AMI Meters within the town of Laws and Independence.

BID ADDITIVE #4: Additional work, if awarded, will consist of trenching, removal, and replacement of 8,426 linear feet of 1" copper service laterals, followed by backfilling and compaction of the trench line with temporary asphalt.

### **3.2.2. Contract Award and Execution (Section 3)**

#### **3-1.04 Contract Award**

Section 3-1.04 of the Standard Specifications shall be amended as follows:

Whenever possible, the award to the lowest bidder, if made, will be made no later than sixty (60) calendar days after the opening of bid proposals. However, failure of the County to make award within sixty (60) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 15 days of Notification of Award, as further described in Section 3-1.18: Contract Execution.

#### **3-1.05 Contract Bonds (Public Contract Code §§ 10221 and 10222)**

The successful bidder must furnish 2 bonds:

- A. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the Contract amount.
- B. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the Contract amount.

The bond forms are included in the Attachments.

#### **3-1.06 Contractor License**

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

- A. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
- B. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

#### **3-1.07 Insurance Policies**

The successful bidder must submit a certificate of insurance meeting the requirements in the Insurance Attachment included in this solicitation. If the successful bidder uses any form of self-insurance for workers

compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure under Labor Code § 3700.

### **3-1.08 Small Business Enterprise Participation**

Section 3-1.08 is amended as follows:

This project is subject to Inyo County Ordinance No. 1258, which creates contracting preferences for local and/or small businesses, and is codified in Inyo County Code Chapter 6.06.

The bidder must:

- A. Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.
- B. Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

To qualify for the SBE contracting preference, the bidder must show that he/she is a SBE as described in Inyo County Code Section 6.06.020 or that the subcontractor(s) proposed for work on the project is/are a SBE(s) as described in Inyo County Code Section 6.06.020.

It is the bidders' responsibility to verify that the SBE(s) is certified as a small business enterprise at the date of bid opening.

#### **SBE CONTRACTING PREFERENCE COMMITMENT SUBMITTAL:**

If the bidder is claiming the SBE contracting preference via subcontractors, the bidder must submit SBE information on the "Small Business Enterprise Commitment" form included in the Attachments.

The bidder must Submit written confirmation from each SBE subcontractor stating that it is participating in the contract. Include confirmation with the SBE Commitment form. A copy of a SBE subcontractor's quote will serve as written confirmation that the SBE is participating in the contract.

#### **SUBCONTRACTOR AND SBE RECORDS:**

The Contractor shall maintain records showing the name and business address of each first tier subcontractor. The records shall also show the name and business address of every SBE subcontractor, SBE vendor of materials and SBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. SBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report – Utilization of Small Business Enterprises - (SBE), First-Tier Subcontractors," certified correct by the Contractor or his authorized representative, and submitted to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

### **3-1.18 Contract Execution**

The successful bidder must sign the Contract form.

The successful bidder must deliver two (2) fully executed (except for the County's signature) to the Office Engineer:

- A. Signed Contract form
- B. Contract bonds
- C. Documents identified in section 3-1.07
- D. Payee Data Record
- E. Small Business (SB) Participation Report form
- F. For a federal-aid contract, Caltrans Bidder - DBE Information form

The Office Engineer must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the Contract form is included in your bid book.

### **3.2.3. Legal Relations and Responsibility to the Public (Section 7)**

Section 7 of the Standard Specifications are amended to read as follows:

#### **7-1.02K(2) Wages**

The general prevailing wage rates, determined by the Department of Industrial Relations, for Inyo County, are available at the County of Inyo address or the California DIR web site at <http://www.dir.ca.gov>. Changes are available at the same locations. These wage rates are not included in the Contract Documents. All labor will be paid at not less than these minimum wage rates.

#### **7-1.02K(3) Certified Payroll Records (Labor Code §1776)**

Contractor must keep accurate payroll records, and submit a copy of your certified payroll records weekly, including those of subcontractors to the following:

- A. Inyo County Department of Public Works
- B. Division of Labor Standards Enforcement of the Department of Industrial Relations
- C. Division of Apprenticeship Standards of the Department of Industrial Relations

Include in the certified payroll:

- 1. Each employee's:
  - 1.1. Full name
  - 1.2. Address

- 1.3. Social security number
- 1.4. Work classification
- 1.5. Straight time and overtime hours worked each day and week
- 1.6. Actual wages paid for each day to each:
  - 1.6.1. Journeyman
  - 1.6.2. Apprentice
  - 1.6.3. Worker
  - 1.6.4. Other employee you employ for the work
- 1.7. Pay rate
- 1.8. Itemized deductions made
- 1.9. Check number issued
2. Apprentices and the apprentice-to-journeyman ratio
3. A Statement of Compliance signed under penalty of perjury that declares:
  - A. The information contained in the payroll record is true, correct, and complete
  - B. The employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
  - C. The wage rates paid are at least those required by the Contract

#### **7-1.05 Indemnification**

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

#### **3.2.4. Prosecution and Progress (Section 8)**

Amended to read as follows:

#### **8-1.05 Time**

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than Base Bid: 15 Calendar Days, Additive #1: XX Calendar Days, Additive #2: XX Calendar Days ... from and including the Starting Date, plus such additional days, if any, which are

expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the “Time for Completion.”

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 8-107B SS, “Time Adjustments.”

#### **8-1.10 Liquidated Damages**

In accordance with Government Code Section 53069.85, the Contractor shall pay to the County of Inyo, liquidated damages in the amounts of:

\$500 for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

The County shall be entitled to deduct the amounts of liquidated damages from any payment otherwise due to the Contractor.

#### **3.2.5. Claims Resolution (Public Contract Code section 9204)**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing



an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and,

if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

### **3.3. Technical Specifications**

- A. **Hard Surface Removal:** Concrete/Asphalt Removal – The contractor shall cut and remove any hard surface as required to successfully perform the water meter/water lateral replacement. The contractor will transport and dispose of hard surface debris to a designated location by the county. The contractor shall upon replacement of water meter/water lateral, backfill excavated area and install a minimum of 3” temporary asphalt within the top of the cut section. The county will be responsible for replacing the permanent asphalt and until such time will maintain the cut section.
- B. **Lawns and Landscape:** Contractor must return yards to original grade and condition as good as or better than before conditions and in accordance with county standards. Contractor shall make every effort to limit the amount of disturbance in lawn areas, landscape beds shall be returned to as good or better condition. Contractor is required to replant flowers, plants, or shrubs removed to perform work. Contractor is required to contact property owner prior to disturbance to allow property owner to remove said landscape, if so desired, prior to any work being performed.
- C. **Public Notification:** Contractor will attempt to notify customers 48 hours prior to water interruption. The county will provide door hangers, the contractor will leave a door hanger at each resident/business where work is performed.
- D. **Inventorying Owner Furnished Materials:** The contractor will be responsible for maintaining a running count on inventory as furnished by the county which will include water meters, meter boxes and transmitters to be installed by the contractor on this project. The contractor shall provide weekly inventory totals of county furnished materials as well as inventory count on all sizes of pulled meters.
- E. **Flushing of Service Lines:** The contractor shall flush service lines as needed to remove any foreign debris prior to connecting to the water meter and customer service lines.

- F. **Repairs and Leaks:** The contractor shall respond to leaks and repairs resulting from water meter replacement work in a timely fashion. Leaks and repairs that require immediate attention shall be addressed by the contractor on the same working day. The contractor shall maintain a log of repairs/leaks performed and submit them to the county on a weekly basis. Log should note repairs made and any other pertinent information.
- G. **Warranty:** The contractor shall fully warrant all work, and the contractor supplied materials provided by the contractor against poor and inferior quality or workmanship for a period of not less than 12 months from the county's final acceptance of work. The contractor shall repair/replace any inoperable materials or equipment in a timely manner during the warranty period.
- H. **Existing Meters and Inoperable Devices:** All meters and materials removed during the project are property of the county. All materials shall be returned to the county on a weekly basis. Removed meters are to be returned to the county.
- I. **Existing Meter Boxes and Lids:** The contractor may reuse existing meter boxes and lids granted these materials meet the county standard for the appropriate size meter installation and are in good working condition. The contractor will be required to drill appropriate size circular holes in existing cast iron and plastic lids to receive radio read transmitter. The county will inspect all reused boxes and lids prior to installation to make final determination of reusability.
- J. **Lead and Copper Survey:** The contractor shall determine and record pipe material as part of the water meter replacement project. The pipe material on the owner's side of the inlet side of the water service shall be determined and recorded. The pipe material on the customer's side of the outlet water service shall be determined and recorded. The collected inlet and outlet material shall be entered into the daily water meter changeout data. The contractor shall clean off the inlet and outlet pipe at each inlet and outlet side within the meter box and scratch the pipe to determine the existing pipe material. "Other" shall not be an approved pipe material.
- K. **Quantities:** The county reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and, as found necessary, and the contractor shall perform the work as altered, increased or decreased.

#### 4. Federal Terms and Conditions

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

\_\_\_\_\_, **CONTRACTOR**  
  
for the  
  
\_\_\_\_\_ **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR"), for the construction or removal of \_\_\_\_\_ **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

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

Title: \_\_\_\_\_ **PROJECT**

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

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

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

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

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

All Contract Documents are attached hereto.

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

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

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

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

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

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

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

**10. COMPLIANCE WITH ALL LAWS.**

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

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

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

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

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

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

If to County: County of Inyo  
Public Works Department  
Attn: \_\_\_\_\_

168 N. Edwards  
PO Drawer Q  
Independence, CA 93526

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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



superseded in total by this Contract.

---o0o---

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

**COUNTY**

**CONTRACTOR**

COUNTY OF INYO

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**AGREEMENT BETWEEN THE COUNTY OF INYO AND**

**FOR THE \_\_\_\_\_ PROJECT**

**INSURANCE PROVISIONS**

## **Attachment: 2024 Insurance Requirements for MOST CONTRACTORS SUCH AS PAINTERS, PLUMBERS, LANDSCAPERS**

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 or subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** Insurance Services Office Form Number CA 00 01 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. *(Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.)*
- 3. Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
- 4. Professional Liability** (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. *(If applicable. Professional liability insurance coverage is normally required if the contractor is providing a professional service regulated by the state, though Inyo County may require professional liability coverage from certain other types of service providers.)*

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: 2024 Insurance Requirements for  
MOST CONTRACTORS SUCH AS PAINTERS, PLUMBERS, LANDSCAPERS**

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

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

**Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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, includes, but not limited to, primary and noncontributory, 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.

**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 any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of the 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 SIE/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 ALAE, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**Attachment: 2024 Insurance Requirements for  
MOST CONTRACTORS SUCH AS PAINTERS, PLUMBERS, LANDSCAPERS**

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 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.

PROJECT

**LABOR AND MATERIALS PAYMENT BOND**  
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ as Principal, hereinafter "CONTRACTOR,"

and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_.\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated \_\_\_\_\_, 20 \_\_\_\_\_, entered into an Contract with the County for the construction of the \_\_\_\_\_ **PROJECT** (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

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Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE  
ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER  
AUTHORIZED UNDER CALIFORNIA LAW).**

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

**County of Inyo**

**224 N. Edwards, P.O. Box N**

**Independence, California 93526**



\_\_\_\_\_ **PROJECT**

**FAITHFUL PERFORMANCE BOND**  
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_ as Principal, hereinafter "Contractor,"  
(Name of Contractor)

and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called County, in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_.\_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated \_\_\_\_\_, 20\_\_\_\_, entered into an Contract with the County for the Construction of the \_\_\_\_\_ **PROJECT** (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total

amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

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Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

(SEAL)

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

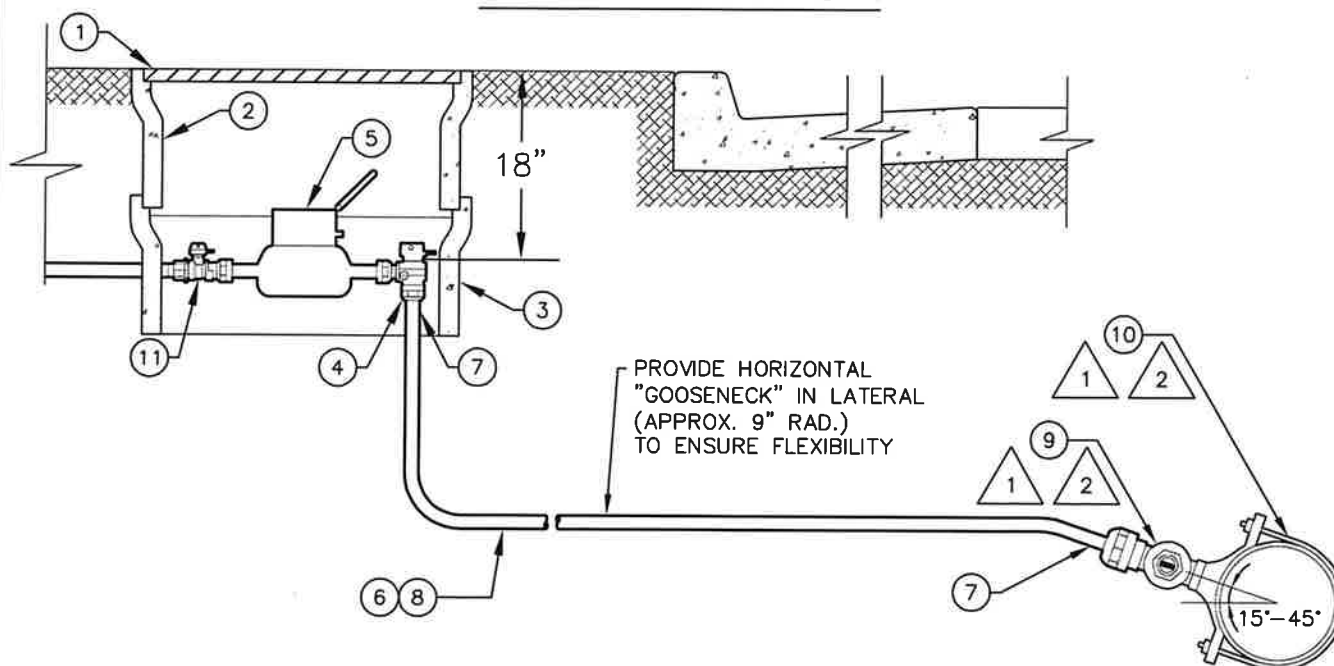
**NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.**

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

County of Inyo  
224 North Edwards Street, P.O. Box N  
Independence, California 93526

# 1 INCH SERVICE

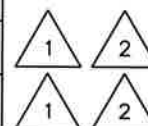


## NOTES:

- 1 IF MAIN MATERIAL IS D.I., PVC, OR A.C., USE MUELLER BR2B SERIES SERVICE SADDLE AND B25028-1" CORP
- 2 IF MAIN MATERIAL IS STEEL, USE MUELLER DR2A SERIES SERVICE SADDLE AND N35028-1" CORP.
- 3 FLUSH LINE TO REMOVE DIRT AND DEBRIS PRIOR TO PUTTING LINE INTO SERVICE.

## MATERIAL LIST

ITEM	QTY.	DESCRIPTION	MFR	PART#
①	1	METER BOX LID, 0.25" DIAMOND PLATE, 14.25" x 24.75" SOLID ON TOP	EISEL	W500DP
②	1	METER BOX 12" x 22" I.D., WITH 0.25" WIRE REINFORCED RIM	EISEL	W500MB
③	1	BOX EXTENSION	EISEL	W500MB
④	1	1" ANGLE METER BALLVALVE, BRONZE W/ LOCKWING, 360°, W/SWIVLE N	MUELLER	B-24276N-3
⑤	1	0.75"x1" METER, LO-LEAD BRONZE, 100 FT <sup>3</sup> , TATTLE TALE DIAL, NSF-61	NEPTUNE	T10
⑥	VAR.	1" TUBING, TYPE K COPPER OR CTS POLYETHELYNE, CLASS 200 AWWA/NSF	---	---
⑦	2	LINER INSERTS FOR CTS POLY TUBE	MUELLER	504385
⑧	VAR.	PLASTIC SLEEVE FOR COPPER SERVICE TUBE AND BRONZE PARTS	---	---
⑨	1	1" BALL CORP, BRONZE, MIPT x COMPRESSION CONNECTION FOR CTS TUBE	MUELLER	---
⑩	1	SERVICE SADDLE, DOUBLE STRAP, BRONZE, IPS THREAD	MUELLER	---
⑪	1	1" BALL STRAIGHT METERVEALVE, BRONZE, LOCKWING, 360°, FIPxMTRFLG	MUELLER	B-24337N-3



INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

DRAWN BY: TD

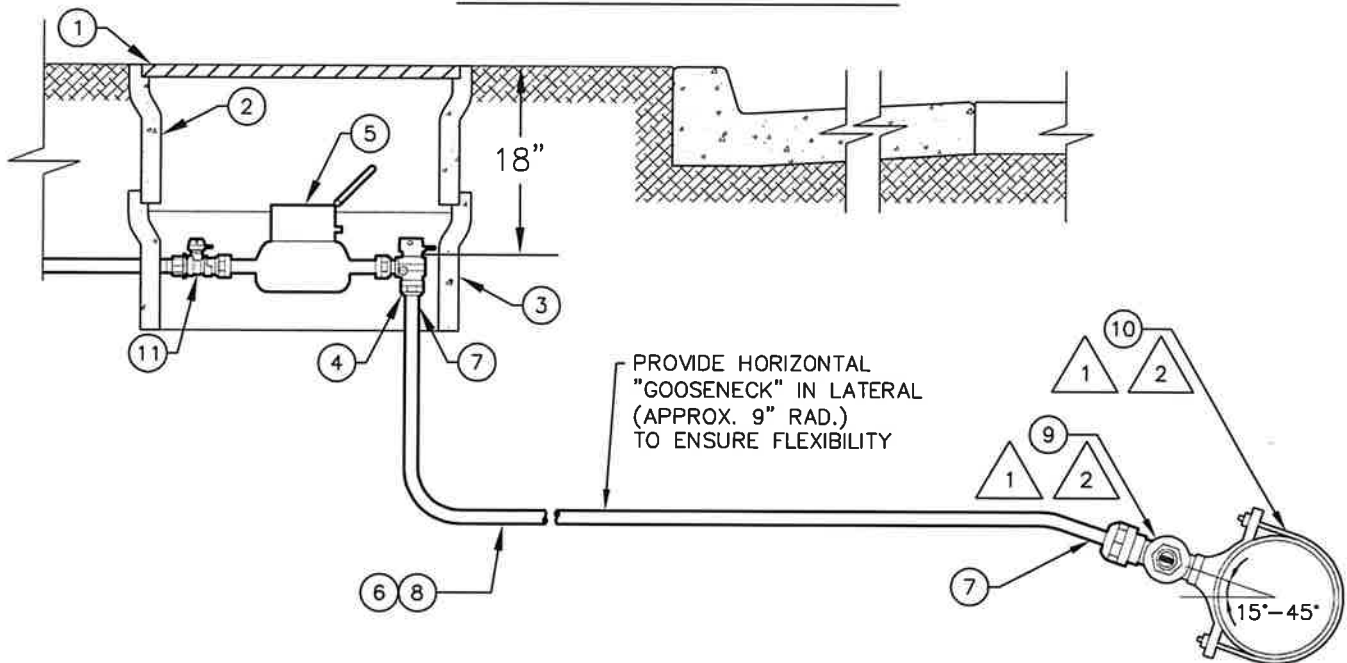
APPROVED BY: JA

*Clint Quilter*  
CLINT QUILTER - Director

1 INCH SERVICE INSTALLATION

W-100

# 1.5 INCH SERVICE



## NOTES:

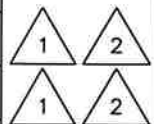
1 IF MAIN MATERIAL IS D.I., PVC, OR A.C., USE MUELLER BR2B SERIES SERVICE SADDLE AND B25028-1.5" CORP

2 IF MAIN MATERIAL IS STEEL, USE MUELLER DR2A SERIES SERVICE SADDLE AND N35028-1.5" CORP.

3 FLUSH LINE TO REMOVE DIRT AND DEBRIS PRIOR TO PUTTING LINE INTO SERVICE.

## MATERIAL LIST

ITEM	QTY.	DESCRIPTION	MFR	PART#
1	1	METER BOX LID, 0.25" DIAMOND PLATE, 16.25" x 27"	EISEL	W50TDP
2	1	METER BOX 14.25" x 25" I.D., WITH 0.25" WIRE REINFORCED RIM	EISEL	W50TMB
3	1	BOX EXTENSION	EISEL	W50TEX
4	1	1.5" ANGLE METER BALLVALVE, BRONZE W/ LOCKWING, 360°, W/SWIVLE N	MUELLER	B-24276N-3
5	1	1.5" METER, LO-LEAD BRONZE, 100 FT <sup>3</sup> , TATTLE TALE DIAL, NSF-61	NEPTUNE	T10
6	VAR.	1.5" TUBING, TYPE K COPPER OR CTS POLYETHYLENE, CLASS 200 AWWA/NSF	---	---
7	2	LINER INSERTS FOR CTS POLY TUBE	MUELLER	506139
8	VAR.	PLASTIC SLEEVE FOR COPPER SERVICE TUBE AND BRONZE PARTS	---	---
9	1	1.5" BALL CORP, BRONZE, MIPT x COMPRESSION CONNECTION FOR CTS TUBE	MUELLER	---
10	1	SERVICE SADDLE, DOUBLE STRAP, BRONZE, IPS THREAD	MUELLER	---
11	1	1.5" BALL STRAIGHT METEVALVE, BRONZE, LOCKWING, 360°, FIPxMTRFLG	MUELLER	B-24337N-3



INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

DRAWN BY: TD

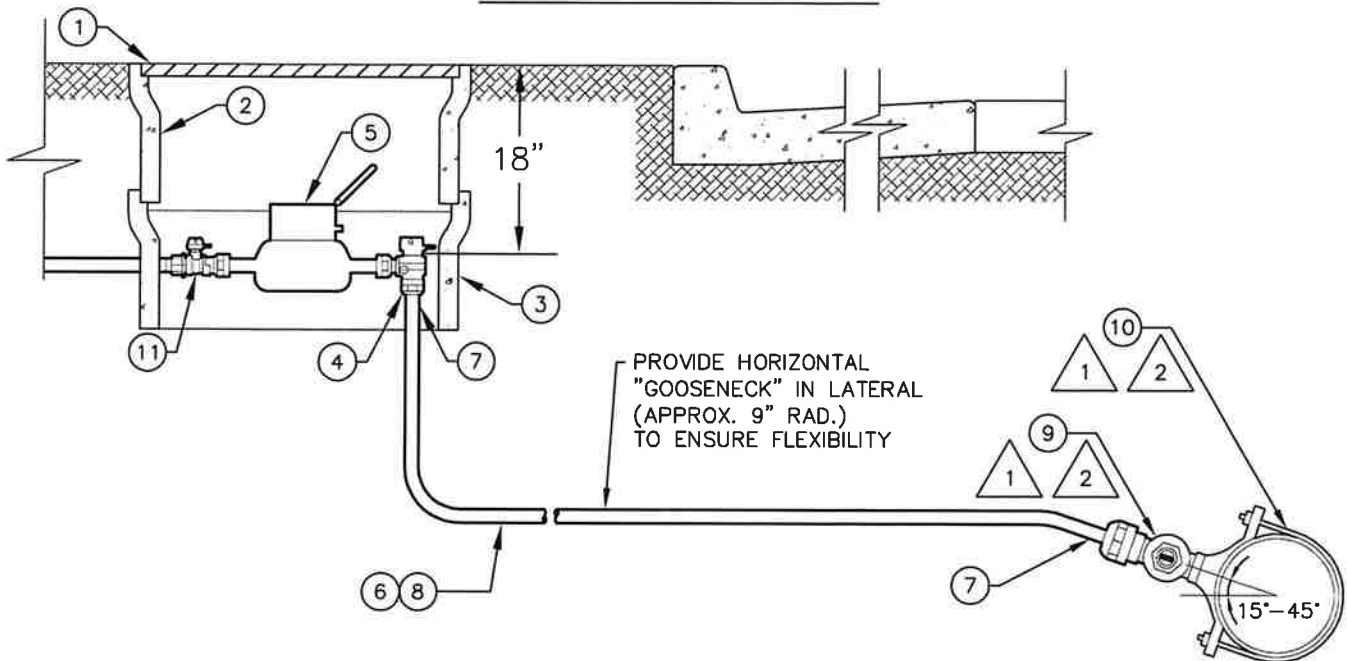
APPROVED BY: JA

*Clint Quilter*  
CLINT QUILTER - Director

1.5 INCH SERVICE INSTALLATION

W-101

## 2 INCH SERVICE

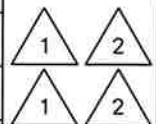


### NOTES:

- 1 IF MAIN MATERIAL IS D.I., PVC, OR A.C., USE MUELLER BR2B SERIES SERVICE SADDLE AND B25028-2" CORP
- 2 IF MAIN MATERIAL IS STEEL, USE MUELLER DR2A SERIES SERVICE SADDLE AND N35028-2" CORP.
- 3 FLUSH LINE TO REMOVE DIRT AND DEBRIS PRIOR TO PUTTING LINE INTO SERVICE.

### MATERIAL LIST

ITEM	QTY.	DESCRIPTION	MFR	PART#
1	1	METER BOX LID, 0.25" DIAMOND PLATE, 20.25" x 33.25"	EISEL	W60TDP
2	1	METER BOX 18.5" x 31" I.D., WITH $\frac{3}{8}$ " REBAR REINFORCED RIM, GALV FRAM	EISEL	W60TMB
3	1	BOX EXTENSION	EISEL	W60TEX
4	1	2" ANGLE METER BALLVALVE, BRONZE W/ LOCKWING, 360°, W/SWIVLE N	MUELLER	B-24276N-3
5	1	2" METER, LO-LEAD BRONZE, 100 FT <sup>3</sup> , TATTLE TALE DIAL, 0.75"x1", NSF-61	NEPTUNE	T10
6	VAR.	2" TUBING, TYPE K COPPER OR CTS POLYETHELYNE, CLASS 200 AWWA/NSF	---	---
7	2	LINER INSERTS FOR CTS POLY TUBE	MUELLER	506141
8	VAR.	PLASTIC SLEEVE FOR COPPER SERVICE TUBE AND BRONZE PARTS	---	---
9	1	2" BALL CORP, BRONZE, MIPT x COMPRESSION CONNECTION FOR CTS TUBE	MUELLER	---
10	1	SERVICE SADDLE, DOUBLE STRAP, BRONZE, IPS THREAD	MUELLER	---
11	1	2" BALL STRAIGHT METERVEALVE, BRONZE, LOCKWING, 360°, FIPxMTRFLG	MUELLER	B-24337N-3



**INYO COUNTY PUBLIC WORKS DEPT.**

DATE: SEPT 2015

DRAWN BY: TD

APPROVED BY: JA

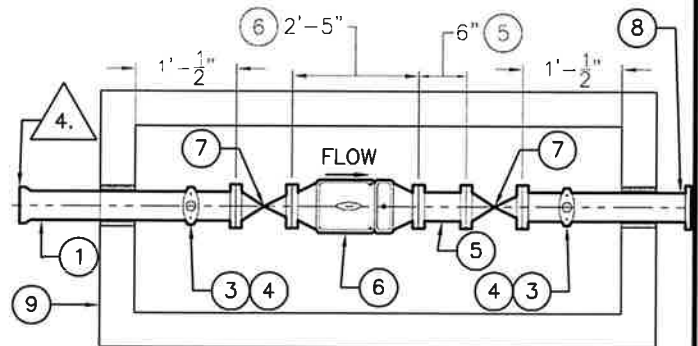
*Clint Quilter*  
CLINT QUILTER - Director

**2 INCH SERVICE INSTALLATION**

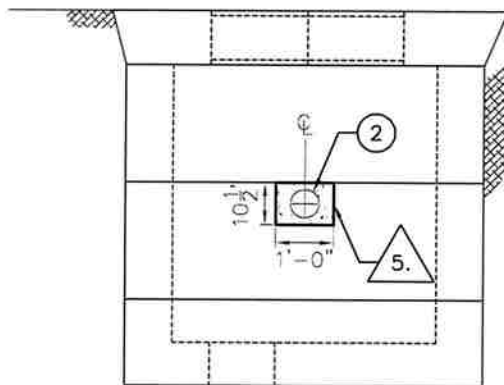
**W-102**

NOTES:

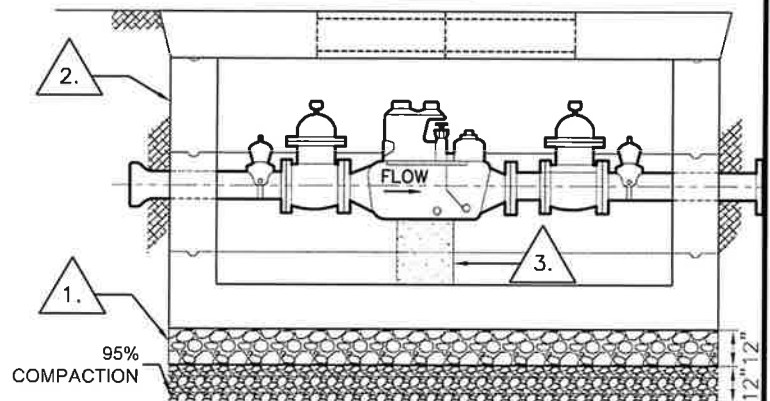
1. CRUSHED AGGREGATE BASE MATERIAL SHALL BE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION, SUBSECTION 200-2.
2. VAULT AND ACCESSORIES
3. FILL BLOCKS AND GAP WITH CONCRETE GROUT FOR PROPER BEARING.
4. USE LOCKING GASKET WITH THE FLANGE/BELL ADAPTOR.
5. WRAP PIPE WITH  $\frac{1}{2}$ " FELT EXPANSION JOINT MATERIAL AND FILL VOIDS WITH CEMENT GROUT.
6. THIS DRAWING IS NOT TO SCALE.



PLAN



INLET VIEW



ELEVATION

MATERIAL LIST

ITEM	QTY.	DESCRIPTION	MFR	CODE
①	1	4" D.I. SPOOL, MORTAR LINED, LENGTH & INLET FITTING AS REQ'D W/ FL x RESTRAINED MJ ADAPTER, ANSI/NSF-61, ULFM	USPIPE, TYLER	---
②	-	0.5" FELT EXPANSION JOINT MATERIAL	REFLECTIX	EXP04050
③	2	4" SERVICE SADDLE, DOUBLE STRAP, BRONZE, IPS THREAD	MUELLER	BR2B0474IP200
④	2	2" BALL CORP, BRONZE, MIPT x MIPT CONNECTION, W/ BRONZE CAP	MUELLER	B-2969
⑤	1	4" D.I. SPOOL, MORTAR LINED, LENGTH AS REQ'D, FL x FL, ANSI/NSF-61, ULFM	USPIPE, TYLER	---
⑥	1	4" COMP. METER AND STRAINER	---	---
⑦	2	4" HANDWHEEL GV, FL x FL, RESILIENT WEDGE, ULFM, 200 PSIG, ANSI/NSF-61, ANSI/AWWA C509	MUELLER	A-2360-6
⑧	1	4" D.I. SPOOL, MORTAR LINED, LENGTH & OUTLET FITTING AS REQ'D W/ FL x RESTRAINED MJ ADAPTER, ANSI/NSF-61, ULFM	USPIPE, TYLER	---
⑨	1	4'-0" X 6'-6" PRECAST CONCRETE VAULT, CONTACT COUNTY FOR DETAILS	---	---

2.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

DRAWN BY: TD

APPROVED BY: JA

*Chris L. Quilter*  
CLINT QUILTER - Director

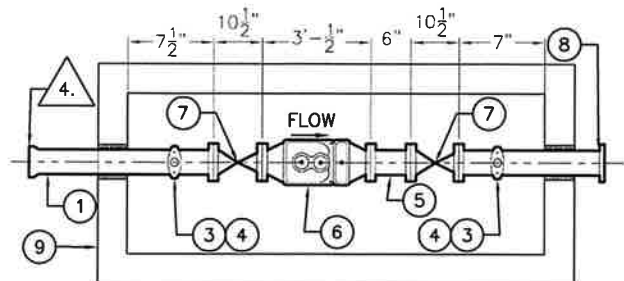
4" DOMESTIC METER SERVICE

W-103

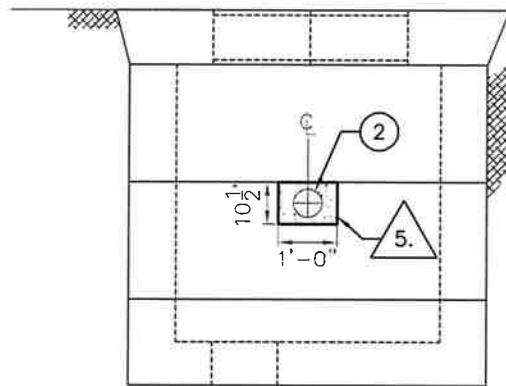


**NOTES:**

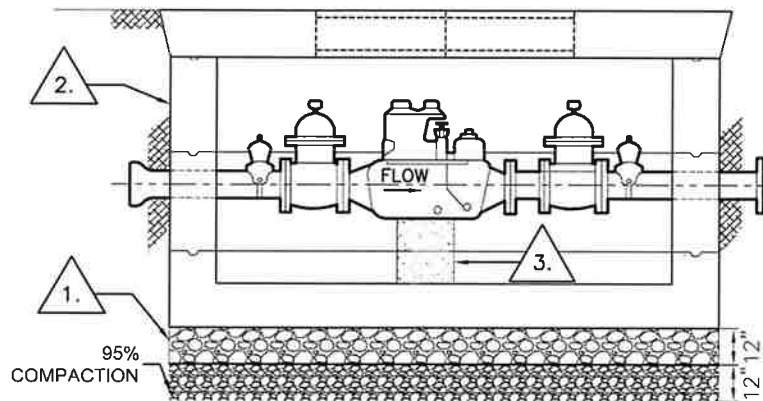
1. CRUSHED AGGREGATE BASE MATERIAL SHALL BE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION, SUBSECTION 200-2.
2. VAULT AND ACCESSORIES
3. FILL BLOCKS AND GAP WITH CONCRETE GROUT FOR PROPER BEARING.
4. USE LOCKING GASKET WITH THE FLANGE/BELL ADAPTOR.
5. WRAP PIPE WITH  $\frac{1}{2}$ " FELT EXPANSION JOINT MATERIAL AND FILL VOIDS WITH CEMENT GROUT.
6. THIS DRAWING IS NOT TO SCALE.



**PLAN**



**INLET VIEW**



**ELEVATION**

**MATERIAL LIST**

ITEM	QTY.	DESCRIPTION	MFR	CODE
①	1	6" D.I. SPOOL, MORTAR LINED, LENGTH & INLET FITTING AS REQ'D W/ FL x RESTRAINED MJ ADAPTER, ANSI/NSF-61, ULFM	USPIPE, TYLER	---
②	-	0.5" FELT EXPANSION JOINT MATERIAL	REFLECTIX	EXP04050
③	2	6" SERVICE SADDLE, DOUBLE STRAP, BRONZE, IPS THREAD	MUELLER	BR2B0684IP200
④	2	2" BALL CORP, BRONZE, MIPT x MIPT CONNECTION, W/ BRONZE CAP	MUELLER	B-2969
⑤	1	6" D.I. SPOOL, MORTAR LINED, LENGTH AS REQ'D, FL x FL, ANSI/NSF-61, ULFM	ULFM	ANSI/NSF-61
⑥	1	6" COMPOUND METER AND STRAINER	--	---
⑦	2	6" HANDWHEEL GV, FL x FL, RESILIENT WEDGE, ULFM, 200 PSIG, ANSI/NSF-61, ANSI/AWWA C509	MUELLER	A-2360-6
⑧	1	6" D.I. SPOOL, MORTAR LINED, LENGTH & OUTLET FITTING AS REQ'D W/ FL x RESTRAINED MJ ADAPTER, ANSI/NSF-61, ULFM	---	---
⑨	1	4'-0" X 6'-6" PRECAST CONCRETE VAULT, CONTACT COUNTY FOR DETAILS	---	---

2.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

DRAWN BY: TD

APPROVED BY: JA

*Chris L. Quilter*  
CLINT QUILTER - Director

6" DOMESTIC METER SERVICE

W-105





# 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

June 24, 2025

Reference ID:  
2025-487

### Resolution Adopting List of Projects for Fiscal Year 2025-2026 Funded by Road Maintenance and Rehabilitation Account (SB-1)

#### Public Works

ACTION REQUIRED

#### ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

#### ITEM PRESENTED BY

Michael Errante, Public Works Director

#### RECOMMENDED ACTION:

A) Approve proposed Resolution No. 2025-24, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting a List of Projects for Fiscal Year 2025-26 Funded by SB 1: The Road Repair and Accountability Act of 2017," and authorize the Chairperson to sign; and  
B) Authorize the Public Works Department to apply for and submit all required documentation to receive the Inyo County allotment of SB 1, Road Repair and Accountability Act of 2017 funding and authorize the Public Works Director, or his designee, to sign for the Road Maintenance and Rehabilitation Account funding and all associated supporting documents.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

On April 28, 2017, the Governor signed Senate Bill (SB) 1, to address basic road maintenance, rehabilitation and critical safety needs on both the State highway and local streets and roads. An overview and details of the Senate Bill were outlined at the Board meeting of May 9, 2017. To recap, SB 1, or The Road Repair and Accountability Act of 2017, will increase the per gallon fuel excise taxes; increase the diesel fuel sales tax; increase vehicle registration fees; and provides inflationary adjustments to tax rates in future years. The collected revenue is to be placed in the State Road Maintenance and Rehabilitation Account (RMRA) for allocation. State law requires counties and cities to establish eligibility for SB 1 RMRA funding on an annual basis by submitting a list of proposed projects to the California Transportation Commission (CTC). Project lists do not have to be adopted within a county or city budget for FY 2018-2019 and into the future, but project lists do have to be adopted by resolution at a regular public meeting.

Projects that are proposed do not need to be completed in that fiscal year, and can be amended or continued in subsequent project proposals. Public Works is bringing a resolution and project lists for the 2025-26 SB1 funding cycle as required in the SB1, Road Repair and Accountability Act of 2017 legislation to be eligible for RMRA funding. The requested projects in this SB1 funding cycle will include a continuation of any previously approved projects,

#### FISCAL IMPACT:

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	034600
<b>Budgeted?</b>	Yes (Salaries and contractors for specific projects)	<b>Object Code</b>	ALL
<b>Recurrence</b>	Ongoing Expenditure	<b>Sole Source?</b>	No
<b>If Sole Source, provide justification below</b>			

#### **Current Fiscal Year Impact**

None

#### **Future Fiscal Year Impacts**

None

#### **Additional Information**

Road Maintenance and Rehabilitation Account (RMRA) funds were created to address deferred maintenance on the State Highway System and local street and road systems. This funding is allocated to the County Road fund monthly from the State Controller based on gas tax. Inyo County is estimated to receive over 4.Million in RMRA funds this year. Expenditure authority for RMRA funding is governed by Article XIX of the California Constituion, Revenue and Taxation code, Division 2, Part 5, Chapter 6, section 11051 and Streets and Highways code Chapter 2, Division 3, section 2030 (b).

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

Your Board could choose to not approve the resolution and project lists. This is not recommended as the County would not be entitled to the SB1 funding. The addition of this funding will allow for continuing improvements to the County's road infrastructure and provide safer roads for the traveling public.

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

None.

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

**Thriving Communities** | Community Supporting Infrastructure Improvements

#### **APPROVALS:**

Greg Waters	Created/Initiated - 6/12/2025
Darcy Israel	Approved - 6/12/2025
Shannon Platt	Approved - 6/12/2025
Kelsey Gonzalez	Approved - 6/16/2025
Michael Errante	Approved - 6/16/2025
John Vallejo	Approved - 6/16/2025
Amy Shepherd	Approved - 6/16/2025
Nate Greenberg	Final Approval - 6/17/2025

#### **ATTACHMENTS:**

1. Resolution for Project Submittal

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY  
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of Inyo County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, Inyo County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, Inyo County, will receive an estimated \$4,226,005 in RMRA funding in Fiscal Year 2025-26 from SB 1; and

**WHEREAS**, this is the 9th year in which Inyo County is receiving SB 1 funding and will enable Inyo County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, Inyo County has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

**WHEREAS**, Inyo County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help Inyo County maintain and rehabilitate dozens of the 530 streets/roads, and several of the 50 bridges, add active transportation infrastructure throughout the County this year and several types of similar projects into the future; and

**WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs Assessment found that Inyo County's streets and roads are in an "excellent/good/at-risk/poor" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "excellent/good" condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets

infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the Board of Supervisors of Inyo County, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues:

Project #48 – Horseshoe Meadows Road Overlay Project  
Project #49 – Sabrina Road Overlay Project  
Project #50 – School Street Overlay Project  
Project #51 - Warm Springs Road Culvert Replacement Project  
Project #52 – South Mountain View Road Grader Overlay Project  
Project #53 – Poleta Road Grader Overlay Project  
Project #54 – Glacier Lodge Road Grader Overlay Project  
Project #55 – Cactus Flat Road Grader Overlay Project  
Project #56 –Trona Wildrose HSIP Grant Project

**[Project detail for each newly proposed project can be found in Attachment A]**

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the County is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project #10 – North Round Valley Bridge Replacement, Birchim Lane Improvement; State matching funds requirement  
Project #13 – Crack Fill, Patching, Restriping, Overlay, Guardrails, and Culverts, As Required (Revised for FY 23/24)  
Project #18 – Old Spanish Trail Road Grader Overlay  
Project #21 – Lasky Lane Drainage Remediation  
Project #22 – Micro Fiber Slurry Seal (Revised, roads added)  
Project #23 - Guardrail Replacement and Modernization (revised)  
Project #25 - Lone Pine Town Streets Asphalt Resurfacing Project  
Project #27 – Various Roads Fog Coat Project  
Project #28 – Short-Span Bridge Repair, Rehab, or Replacement Projects (Span less than 20')  
Project #29 – BPMP (Bridge Preventative Maintenance Projects – (Span 20' and over)  
Project #30 – Horseshoe Meadows Road Slide Repair Project  
Project #33 – Substation Road Grader Overlay  
Project #34 – China Ranch Road Grader Overlay

Project #36 – Stateline Road FLAP Full Reconstruction Project  
Project #37 – Collins Road Bridge Reconstruction  
Project #38 – Poleta Road Bridge (City of Bishop Cost Sharing)  
Project #39 – Silver Canyon Road Bridge Rehabilitation  
Project #40 – Independence Town Roads Slurry Seal  
Project #41 – Emigrant Pass Old Spanish Trail HSIP Grant  
Project #43 – Storm & Snowmelt Runoff Road Rehabilitation (revised)  
Project #44 – Climate Resiliency – Armoring and Repair (revised)  
Project #45– Lone Pine Road Yard Construction Project  
Project #47 – Dixon Area / Lazy A Slurry Seal Project

**[Project detail for each relisted project can be found in Attachment A]**

**PASSED AND ADOPTED** by the Board of Supervisors of Inyo County, State of California  
this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote:

## Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects

Project #48

Horseshoe Meadows Road Overlay Project

TR#18-002

### Description:

Horseshoe Meadows Road will receive a grader overlay and restriping as necessary.

### Locations:

Horseshoe Meadows Road from the intersection of Whitney Portal Road to Lubken Canyon Road. This is a three-mile stretch, and it is anticipated that ½ mile per year will receive the overlay

### Estimated useful life:

The estimated useful life of this treatment is 10 years

### Anticipated construction date:

July 2025 through June 2031

### Costs for this project are estimated to be:

\$760,000 total, or \$127,000/year from RMRA (SB-1) Funds

## Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects

Project #49

Sabrina Road Overlay Project

TR#18-002

### Description:

Sabrina Road will receive a grader overlay and restriping, as necessary

### Locations:

Approximately ½ mile, locations to be determined by Road Superintendent.

### Estimated useful life:

The estimated useful life of this treatment is 10 years

### Anticipated construction date:

July 2025 through June 2026

### Costs for this project are estimated to be:

\$127,000+ from RMRA (SB-1) Funds

## Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects

Project #50

School Street Overlay Project

TR#18-002

### Description:

School Street will receive a grader overlay and restriping, as necessary.

### Locations:

From Crocker Street to Chestnut Street

### Estimated useful life:

The estimated useful life of this treatment is 10 years

### Anticipated construction date:

July 2025 through June 2026

### Costs for this project are estimated to be:

\$54,000+ from RMRA (SB-1) Funds



## Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects

Project #51

Warm Springs Road Culvert Replacement Project

TR#18-002

### Description:

This project involves the removal of a failing 50' long corrugated metal culvert and replacement with a 6' wide x 4' tall concrete box culvert. The culvert carries an existing LADWP ditch under Warm Springs Road. LADWP will contribute all of the labor and equipment necessary to complete the project. Inyo County's contribution will consist of providing the precast concrete culvert and the cost of any site delivered ready mix concrete.

### Locations:

Warm Springs Road approximately ¼ mile from US 395

### Estimated useful life:

The estimated useful life of this treatment is 30 years

### Anticipated construction date:

July 2025 through June 2026

### Costs for this project are estimated to be:

\$100,000 for the precast box culverts and \$28,000 for the ready-mix concrete from RMRA (SB-1) Funds

## Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects

Project # 52

South Mountain View Road Grader Overlay Project

TR#18-002

### Description:

This project involves overlaying South Mountain View Road.

### Locations:

South Mountain View Road from CA 168 West to Ranch Road

### Estimated useful life:

The estimated useful life of this treatment is 10 years

### Anticipated construction date:

July 2025 through June 2026

### Costs for this project are estimated to be:

\$83,000+ from RMRA (SB-1) Funds

## Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects

Project #53

Poleta Road Grader Overlay Project

TR#18-002

### Description:

This project involves performing a grader overlay on Poleta Road.

### Locations:

Poleta Road, from Poleta Laws Road to White Mountain Research Station

### Estimated useful life:

The estimated useful life of this treatment is 10 years

### Anticipated construction date:

July 2025 through June 2026

### Costs for this project are estimated to be:

\$70,000+ from RMRA (SB-1) Funds

## Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects

Project #54

Glacier Lodge Road Grader Overlay Project

TR#18-002

### Description:

A portion of Glacier Lodge Road will receive a grader overlay.

### Locations:

From the 2<sup>nd</sup> Bridge continuing west ½ mile.

### Estimated useful life:

The estimated useful life of this treatment is 10 years

### Anticipated construction date:

July 2025 through June 2026

### Costs for this project are estimated to be:

\$127,000+ from RMRA (SB-1) Funds

## Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects

Project #55

Cactus Flat Road Grader Overlay Project

TR#18-002

### Description:

Cactus Flat Road will receive a grader overlay.

### Locations:

From US 395 eastward approximately 1 mile

### Estimated useful life:

The estimated useful life of this treatment is 10 years

### Anticipated construction date:

July 2025 through June 2026

### Costs for this project are estimated to be:

\$254,000+ from RMRA (SB-1) Funds

## Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects

Project #56

TR#18-002

### Description:

Inyo County was awarded a grant by the Highway Safety Improvement Program (HSIP) to overlay a segment of Trona-Wildrose Road with a high traction coating (chip seal) and install chevron signs at thirteen specific locations.

### Locations:

A 2.8 mile segment of Trona Wildrose Road through the Slate Pass area. This segment of Trona Wildrose Road is known for exceptionally tight curves.

### Estimated useful life:

The estimated useful life of this treatment is 10 years

### Anticipated construction date:

July 2025 through June 2026

### Costs for this project are estimated to be:

Projected Total Project Costs	\$518,200
<u>HSIP Grant Awarded</u>	<u>\$466,380</u>
Inyo County RMRA Match	\$51,820

# **Attachment A - Road Repair and Accountability Act FY 2025/2026**

## **SB 1 Projects**

### **Project #10**

North Round Valley Bridge Replacement, Birchim Lane Improvement

#### **Description;**

In 2017, a storm system destroyed a County bridge located in North Round Valley Road #1003, a County Road. This bridge was on the primary access route for the community of 40 Acres, located at the North end of the paved section of North Round Valley Road, approximately one mile north of the bridge. This bridge replacement qualified for State of California OES disaster funds at 75% reimbursement of project costs, incident #2017-11; 3602. CalOES funding ending with the completion of construction.

**NOTE: This project is complete but remains as a listed project because the environmental closeout will take five years, ending in FY 27/28.**

#### **Location;**

North Round Valley Road, with the damaged bridge, and Birchim Lane, that intersects North Round Valley Road, is located in Inyo County, 15 miles Northwest of Bishop.

#### **Estimated useful life;**

Useful life is 50 years

#### **Costs for this project are estimated to be;**

**Environmental Closeout will cost about \$60,000, at approximately \$12,000/year.**

# **Attachment A - Road Repair and Accountability Act FY**

## **2025/2026 SB 1 Projects**

### **Project #13**

Crack Fill, Patching, Restriping, Overlay, Guardrails, and Culvert – As Required

TR#18-002

#### **Description:**

Application of rubberized crack fill and pot-hole patching to seal asphalt pavement to prevent water intrusion to the subgrade, protecting the subgrade from erosion and causing pavement failure. Overlay for some roads that are in an advanced state of deterioration, restriping, and guardrail and culvert repairs and/or replacement as necessary. This project also provides funding for the purchase, repair, or maintenance of trucks and equipment to accomplish this scope-of-work.

#### **Locations:**

County-wide, the Inyo County Road Route system, where several roads are grouped in areas, or 'zones' will be used for identification of the residential streets, outlying roads, and individual roads receiving the crack fill, patching, restriping, overlay, guardrail, and culverts. Not every road in each route will warrant the application, the routes identified below are both residential and outlying roads, roads within the routes will receive some application, towns and routes are as follows;

- Bishop Area; Routes #1001 through #1006
- Big Bine Area; Routes #2001, through #2004
- Independence Area; Routes #3001 through #3005, and #3008
- Lone Pine Area; Routes #4001 through #4008
- Tecopa/Shoshone Area; Routes #5002 through #5006

#### **Estimated useful life:**

Useful life is 10 years

#### **Anticipated construction date:**

7/01/2025 through 6/30/2026

#### **Costs for this project are estimated to be:**

\$1,500,000+ from RMRA (SB-1) Funds



# **Attachment A - Road Repair and Accountability Act**

## **FY 2025/2026 SB 1 Projects**

### **Project #18**

Old Spanish Trail Road Grader Overlay

TR#18-002

#### **Description:**

The Old Spanish Trail Road Grader Overlay involves performing a grader overlay of intermittent segments of the existing roadway 22' wide. Also included in this scope-of-work is the striping/asphalt markings for areas affected by the asphalt overlay.

#### **Location:**

The location of the Old Spanish Trail Road is between Highway 127 and the Nevada Border

#### **Estimated useful life:**

The estimated useful life for the grader overlay is 10 years

#### **Anticipated construction date:**

July 2025 through June 2026

#### **Costs for this project are estimated to be:**

\$250,000+ from RMRA (SB-1) Funds

# **Attachment A - Road Repair and Accountability Act**

## **FY 2025/2026 SB 1 Projects**

### **Project #21**

Lasky Lane Drainage Remediation

TR#18-002

#### **Description:**

The Lasky Lane Drainage Remediation Project involves the application of cold mix overlay to low areas of the existing Lasky Lane roadway to reconfigure drainage patterns to appropriate surface drainage transport mechanisms.

#### **Location:**

The location of the Lasky Lane Drainage Remediation area is the section of Lasky Lane just north and west of Lone Pine.

#### **Estimated useful life:**

The estimated useful life for the Lasky Lane Drainage Remediation work will be 30+ years.

#### **Anticipated construction date:**

July 2025 through June 2026

#### **Costs for this project are estimated to be:**

\$20,000+ from RMRA (SB-1) Funds

# **Attachment A - Road Repair and Accountability Act**

## **FY 2025/2026 SB 1 Projects**

### **Project #22 (Revised 4-14-25)**

Micro Fiber Slurry Seal Various Roads (revised, roads added)

TR#18-002

#### **Description:**

The Micro Fiber Slurry Seal Project involves the application of a reinforced slurry seal to various roads within Inyo County road system.

#### **Locations:**

##### **Aspendell**

2023	COLUMBINE DRIVE
2027	NORTH STREET
2081	ALPINE DRIVE
2086	WHITE PINE ROAD
2087	IRIS DRIVE
2088	CATARACT ROAD
2089	SAGE ROAD
2090	CARDINAL ROAD
2091	BROOK LANE
2093	RESERVOIR ROAD
2098	SIERRA SUMMIT
2099	SUMAC ROAD
2100	MANZANITA ROAD

##### **South Lake Area**

2095	HABEGGER LANE
2096	CANYON DRIVE
2097	MOUNT TOM VIEW DRIVE

**Big Pine East**

3201	POPLAR STREET
3202	CENTER STREET
3203	LOCUST STREET
3204	HOME STREET

**Big Pine West**

3206	CROCKER AVENUE
3207	CORNELL STREET
3208	DEWEY STREET
3209	CHESTNUT STREET
3210	WALNUT STREET
3211	BLAKE ROAD
3212	WEST STREET

**West Bishop**

1118	SARAH VIEW
1117	AUDREY LANE
1090	ORINDA DRIVE
1018	VALLEY WEST CIRCLE
1023	SUNRISE DRIVE
1074	LONGVIEW DRIVE
1050	HIGHLAND DRIVE

**East Bishop**

2050	VAN LOONE LANE
2053	AIRPORT ROAD

**Estimated Useful Life:**

The estimated useful life for the microfiber slurry seal is five (5) years

**Anticipated construction date:**

July 2025 through June 2026

**Costs for this project are estimated to be:**

\$500,000+ from RMRA (SB-1) Funds

# **Attachment A - Road Repair and Accountability Act**

## **FY 2025/2026 SB 1 Projects**

### **Project #23 (Revised 4-14-25)**

Guardrail Replacement and Modernization

TR#18-002

#### **Description:**

The guardrail replacement and modernization will be performed at various segments of guardrail within the Inyo County Road system.

#### **Locations:**

The guardrails to be replaced and or modernized include initial sections on the follow roads: Mumy Lane, Reata Road, Sunland Drive, Dixon Lane, Whitney Portal Road, Eastside Road, Five Bridges Road, East Warm Springs Road, Sabrina Road, South Brockman Lane, Pine Creek Road, **Horseshoe Meadows Road**, and Onion Valley Road.

#### **Estimated useful life:**

The estimated useful life for the guardrail replacement is expected to be twenty (20) years minimum

#### **Anticipated construction date:**

July 2025 through June 2026

#### **Costs for this project are estimated to be:**

\$1,000,000 from RMRA (SB-1) Funds

# **Attachment A - Road Repair and Accountability Act**

## **FY 2025/2026 SB 1 Projects**

### **Project #25**

Lone Pine Town Streets Asphalt Resurfacing Project

TR#18-002

#### **Description:**

The Lone Pine Town Streets Asphalt Resurfacing Project will require the pulverization and paving of several roads with 2.5" of HMA (Hot Mix Asphalt).

#### **Locations:**

All proposed roads to be pulverized and paved are within the Town of Lone Pine. Roads slated for this scope of work include East Mountain Street, North and South Brewery Street, North and South Mt. Whitney Drive, East and West Post Street, Tim Holt Street, North and South Lone Pine Avenue, North and South Lake View Street, and East Muir Street. Additionally, bike lanes will be striped on the shoulders in select areas, and three (3) existing ADA ramps in the project area will be upgraded to ADA standards.

#### **Estimated useful life:**

The estimated useful life for the reconstruction of this road is twenty (20) years

#### **Anticipated construction date:**

July 2025 through June 2026

#### **Costs for this project are estimated to be:**

Total Project Costs \$1,500,000

Inyo County Match \$220,000 from RMRA (SB-1) Funds

# **Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects**

## **Project #27**

Various Roads Fog Coat Project

TR#18-002

### Description:

The Various Road Fog Coat Project involves the preparation and application of fog seal and associated striping and pavement.

### Locations:

Rock Creek Road (1001), Fort Independence (3029), Shabbell Lane (3036), Whitney Portal Road West (4018A), and Nine Mile Canyon Road (5040), and Ed Powers Road (1016)

### Estimated useful life:

The estimated useful life of this treatment is 5 years

### Anticipated construction date:

July 2025 through June 2026

### Costs for this project are estimated to be:

\$750,000+ from RMRA (SB-1) Funds

## Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects

### Project #28

Short Span Bridge (20' and under) Project

TR#18-002

#### Description:

Repair, rehabilitation, or replacement of all short span bridges 20' and under including the associated bridge rails.

#### Locations:

Mumy Lane 1  
Mumy Lane 2  
South Brockman Lane  
Sunland Drive  
Poleta Road  
Whitney Portal Road - Canal  
Whitney Portal Road - Turnout  
Whitney Portal Road - Hairpin  
Reata road  
East Warm Springs Road -1st Bridge off US Hwy 395  
East Warm Springs Road - 2nd Bridge off US Hwy 395  
East Warm Springs Road - 4th Bridge off US Hwy 395  
Dixon Lane East of Saniger at Canal  
Five Bridges Road at Owens River  
Eastside Road, Just North of Redding Canyon  
Sabrina Bridge Below New Construction  
Sabrina Bridge Above New Construction  
Five Bridges Road West of Granite 1st Bridge  
Five Bridges Road West of Granite 2nd Bridge  
East Warm Springs Road - 3rd Bridge off US Hwy 395  
Collins Road Bridge over Big Pine Canal



Estimated useful life:

The estimated useful life of these repairs is 30 years

Anticipated construction date:

July 2025 through June 2027

Costs for this project are estimated to be:

\$750,000+ from RMRA (SB-1) Funds

## Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects

### Project #29

#### BPMP (Bridge Preventative Maintenance Projects)

TR#18-002

#### Description:

The scope-of-work involves all bridges 20' and over that are inspected periodically by Caltrans Bridge Engineers for the Inyo County Public Works. Several of the bridges need concrete patch work and the application of epoxy coating to the traffic surface.

#### Locations (initial listing):

48C0005	Mazourka Canyon Road
48C0009	Whitney Portal Road
48C0010	Old Sherwin Grade Road
48C0012	E Bishop Creek Road
48C0014	Whitney Portal Road
48C0015	Glacier Lodge Road
48C0016	Glacier Lodge Road
48C0023	Old Sherwin Road
48C0024	Lubken Canyon Road
48C0032	Bell Access Road
48C0035	Cottonwood Powerplant Road
48C0036	Cottonwood Road
48C0037	Ash Creek Road
48C0038	Fall Road
48C0041	Pine Creek Road
48C0043	Dixon Lane
48C0045	Manzanar Reward Road
48C0047	Five Bridges Road

#### Estimated useful life:

The estimated useful life of this 10 years

Anticipated construction date:

July 2025 through June 2026

Costs for this project are estimated to be:

\$200,000+ from RMRA (SB-1) Funds

011Attachment A - Road Repair and Accountability Act FY 2025/2026  
SB 1 Projects

Project #30

Horseshoe Meadows Road Slide Repair Project

TR#18-002

Description:

One lane of the Horseshoe Meadows Road was lost due to erosion over the years, at a location near the top of the switchbacks climbing the face of the mountain. The plan is to design and pour a reinforced cantilevered roadway to replace the lost road width.

Locations:

Horseshow Meadows Road

Estimated useful life:

The estimated useful life of this treatment is 50 years

Anticipated construction date:

July 2025 through June 2026

Costs for this project are estimated to be:

\$1,400,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1  
Projects

Project #33

Substation Road Overlay Project

TR#18-002

Description:

Apply cold mix asphalt to 1.67 miles of Substation Road

Locations:

Substation Road near Lone Pine, CA

Estimated useful life:

The estimated useful life of this treatment is 10 years

Anticipated construction date:

July 2025 through June 2026

Costs for this project are estimated to be:

\$400,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1  
Projects

Project #34

China Ranch Road Overlay Project

TR#18-002

Description:

Apply Cold Mix Overlay to 1 mile of China Ranch Road

Locations:

China Ranch Road, off Furnace Creek Road in Tecopa

Estimated useful life:

The estimated useful life of this treatment is 10 years

Anticipated construction date:

July 2025 through June 2026

Costs for this project are estimated to be:

\$250,000+ from RMRA (SB-1) Funds

## Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects

### Project #36

#### State Line Road FLAP Grant Reconstruction Project

TR#18-002

#### Description:

The scope of this project includes rehabilitation and widening of 5.21 miles of State Line Road from Death Valley Junction to the State Line of Nevada. State Line Road will be widened to 28-feet. This includes two 12-foot-wide travel lanes and two 2-foot-wide paved shoulders along with grading, drainage structures, full depth reclamation, placement of crushed aggregate base and asphalt pavement, signage, striping, and any other safety-related features.

#### Locations:

State Line Road from Death Valley Junction to the Nevada State Line

#### Estimated useful life:

The estimated useful life of this treatment is 30 years

#### Anticipated construction date:

July 2025 through June 2028

#### Costs for this project are estimated to be:

\$17,167,000 Total Estimated Project Costs

\$15,400,000 FLAP (Federal Land Access Program) Grant

\$1,767,000 Inyo County Match Requirement, of which \$160,000 has been paid from RMRA Funds to initiate the FLAP Grant

## Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects

### Project #37

#### Collins Road Bridge Reconstruction Project

TR#18-002

#### Description:

The Collins Road Bridge over the Big Pine Canal was damaged during the winter of 22/23 storm cycle. After the last storm in March 2023 the West Abutment wall was leaning significantly due to scouring under the abutment footing. The Inyo County Engineer determined that the bridge was damaged beyond repair and authorized LADWP to remove the failed structure before it collapsed into the waterway. The current plan is to order precast box culverts and install them as soon as the water flows drop in the Fall months.

#### Locations:

Collins Road Bridge over Big Pine Canal

#### Estimated useful life:

The estimated useful life of this treatment is 50 years

#### Anticipated construction date:

July 2025 through June 2026

#### Costs for this project are estimated to be:

\$250,000+ from RMRA (SB-1) Funds



## Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects

### Project #38

#### Poleta Road Bridge Project

TR # 18-002

#### Description:

The Poleta Road Bridge is located on the boundary between the City of Bishop and Inyo County. City of Bishop is planning to reconstruct the bridge but has requested that Inyo County contribute an appropriate amount of funding based on the percentage of bridge structure within the Inyo County ROW (Right-of-Way)

#### Locations:

East line Street at the boundary between City of Bishop and Inyo County

#### Estimated useful life:

The estimated useful life of this treatment is 50 years

#### Anticipated construction date:

July 2025 through June 2026

#### Costs for this project are estimated to be:

The entire project is intended to be STIP funded, but Inyo County Public Works is programming in contingency funding \$50,000 from RMRA (SB-1) Funds.

Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1  
Projects

Project #39

Silver Canyon Road Bridge Rehabilitation Project

TR#18-002

Description:

The Silverado Canyon Road Bridge is requiring rehabilitation to bring it up to current standards.

Locations:

The Silverado Canyon Road Bridge is located near Laws, CA

Estimated useful life:

The estimated useful life of this treatment is 30 years

Anticipated construction date:

July 2025 through June 2026

Costs for this project are estimated to be:

\$75,000+ from RMRA (SB-1) Funds

## Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects

### Project #40

#### Independence Town Roads Slurry Seal Project

TR#18-002

#### Description:

The Independence Town Roads Slurry Seal Project is intended to apply a Micro Fiber Slurry Seal to all paved roads in the Town of Independence. The Inyo County Road Crews will prepare the surface with crack filler and the slurry seal will be applied by a contractor.

#### Locations:

All roads in Independence, CA

#### Estimated useful life:

The estimated useful life of this treatment is 5 years

#### Anticipated construction date:

July 2025 through June 2026

#### Costs for this project are estimated to be:

\$700,000+ from RMRA (SB-1) Funds

## Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects

### Project #41

#### Emigrant Pass Old Spanish Trail HSIP Grant Project

TR#18-002

#### Description:

The Local Transportation Commission (ICLTC) on behalf of the Road Department prepared a successful grant application for the Federal Highway Safety Improvement Program (HSIP) grant (attached) to apply high friction surface treatment, install chevron signs at five curves, and one flashing beacon for westbound traffic prior to the first curve. The grant approved a \$209,600 project cost request with a 10% match of \$20,960.

#### Locations:

Emigrant pass, Old Spanish Trail

#### Estimated useful life:

The estimated useful life of this treatment is 10 years

#### Anticipated construction date:

July 2025 through June 2026

#### Costs for this project are estimated to be:

Total project costs \$230,560

HSIP Grant \$209,600

Inyo County match funding \$20,960 from RMRA funds

## Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects

### Project #43

Storm & Snowmelt Runoff Road Rehabilitation Project (Revised for FY 25/26)

TR#18-002

#### Description:

This project provides funding for repair and rehabilitation of roads damaged by future storm events

#### Scope-of-Work

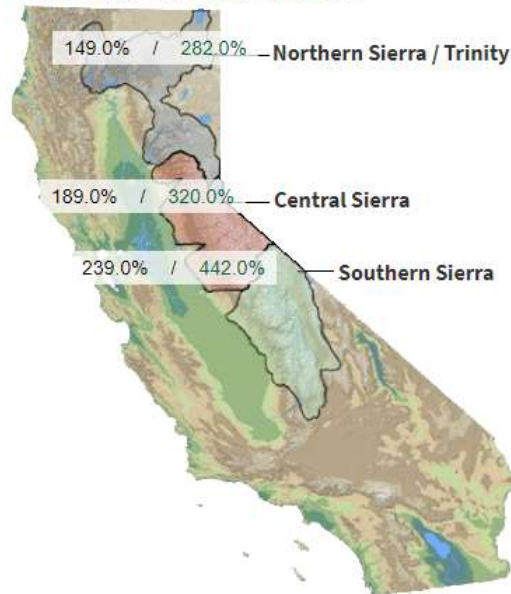
The work to be performed under this project involves the importation of structural fill material to be placed and compacted in the areas where erosion took place within the right-of-way. It also involves the removal of damaged asphalt paving, the restoration of the Type II Class B base material, and the replacement of any asphalt paving that would be lost as a result of erosion. Also included in this work is the replacement of damaged or undersize culverts and headwalls or flares, painting of striping and pavement markings, signage, placement of rock slope protection, and other armoring to prevent similar damage in the future.

# Snow Water Equivalents (inches)

Provided by the California Cooperative Snow Surveys

Data For: **12-May-2023**

% Apr 1 Avg. / % Normal for this Date



Change Date :

## Locations:

The road damage is distributed county-wide, but the roads with the greatest damage to date are Whitney Portal Road and Old Sherwin Grade Road. We are currently assessing all of the roads in Inyo County to arrive at a more concise damage estimate.

## Estimated useful life:

The estimated useful life of this treatment is 5 years

## Anticipated construction date:

July 2025 through June 2026

## Costs for this project are estimated to be:

\$200,000+ from RMRA (SB-1) Funds

## Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects

### Project #44

Climate Resiliency – Armoring and Repair Project (Revised for FY 25/26)

TR#18-002

#### Description:

This project is intended to provide funds to armor and repair roads as necessary to minimize damage from the effects of future storm cycle, as well as anticipated snow melt runoff, including the installation of culverts and headwalls, installation of rock slope protection, and other improvements to prevent similar damage in the future.

#### Locations:

Any roads damaged by future storm events

#### Estimated useful life:

The estimated useful life of this treatment is 10 years

#### Anticipated construction date:

July 2025 through June 2026

#### Costs for this project are estimated to be:

\$200,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1  
Projects

Project #45

Lone Pine Road Yard Construction Project

TR#18-002

Description:

This project involves the construction of a new road yard maintenance building in Lone Pine, CA.

Locations:

Lone Pine, CA

Estimated useful life:

The estimated useful life of this treatment is 50 years

Anticipated construction date:

July 2025 through June 2026

Costs for this project are estimated to be:

\$500,000+ from RMRA (SB-1) Funds



## Attachment A - Road Repair and Accountability Act FY 2025/2026 SB 1 Projects

Project #47

Bear Creek / Lazy A Roads Slurry Seal Project (revised FY 25/26)

TR#18-002

### Description:

The Bear Creek / Lazy A Slurry Seal Project is intended to apply a Micro Fiber Slurry Seal to all paved roads. The Inyo County Road Crews will prepare the surface with crack filler and the slurry seal will be applied by a contractor.

### Locations:

Road #	Segment #	Road Name	Start	End	Length (ft)	Width (ft)	Square Feet
1086	1	BAR M LANE	BARLOW LANE	ROCKING W DRIVE	804	37	29,748
1087	1	BAR L LANE	BARLOW LANE	ROCKING W DRIVE	746	37	27,602
1091	1	ROCKING W DRIVE	US 395	BAR L LANE	736	37	27,232
1091	2	ROCKING W DRIVE	BAR L LANE	END	1894	37	70,078
1106	4	SANIGER LANE	JUNIPER STREET	DIXON LANE	895	33	29,535
1107	1	JUNIPER STREET	SANIGER LANE	VALLEY VIEW DRIVE	1105	31	34,255
1108	1	VALLEY VIEW DRIVE	DIXON LANE	JUNIPER STREET	901	30	27,030
1108	2	VALLEY VIEW DRIVE	JUNIPER STREET	CHOCTAW DRIVE	1376	38	52,288
1109	1	WEST STREET	SANIGER LANE	WEST END	1222	31	37,882
1109	2	WEST STREET	SANIGER LANE	EAST END	336	30	10,080
1120	2	CHOCTAW LANE	SIOUX LANE	VALLEY VIEW DRIVE	465	37	17,205
1122	1	WILSON CIRCLE	VALLEY VIEW DRIVE	END (CDS)	369	33	12,177
1124	1	BEAR CREEK DRIVE	BAR L LANE	BAR M LANE	1836	33	60,588
1125	1	SILVER CREEK DRIVE	BARLOW LANE	BEAR CREEK DRIVE	168	37	6,216
1137	1	STONE CIRCLE	VALLEY VIEW DRIVE	END (CDS)	412	33	13,596
1141	1	GRAZIDE CIRCLE	VALLEY VIEW DRIVE	END (CDS)	351	33	11,583
1145	1	HOBBS CIRCLE	VALLEY VIEW DRIVE	END (CDS)	380	37	14,060
Total Square Feet							<b>481,155</b>
Total Square Yard							<b>53,462</b>

### Estimated useful life:

The estimated useful life of this treatment is 5 years

### Anticipated construction date:

July 2025 through June 2026

### Costs for this project are estimated to be:

\$147,000+ from RMRA (SB-1) Funds



# 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

June 24, 2025

Reference ID:  
2025-502

### 2025 Fire Season Briefing Outside Agency NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Inyo National Forest/Bureau of Land Management

#### ITEM PRESENTED BY

Todd McDivitt, Lance Rosen

#### RECOMMENDED ACTION:

Receive a report on the upcoming fire season from the Inyo National Forest and Bureau of Land Management Bishop Field Office.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Deputy Interagency Fire Management Officer Todd McDivitt and Assistant District Fire Management Officer Lance Rosen will update the Board on expectations for the 2025 fire season and related issues, such as staffing levels.

#### FISCAL IMPACT:

There are no fiscal impacts associated with this item.

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

The Board could choose to not receive the update. This is not recommended as both agencies will provide information critical to the Board's and constituents.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### STRATEGIC PLAN ALIGNMENT:

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

**High Quality Services** | Public Safety and Emergency Response

#### APPROVALS:

Darcy Israel  
Darcy Israel  
Nate Greenberg

Created/Initiated - 6/16/2025  
Approved - 6/16/2025  
Final Approval - 6/17/2025

**ATTACHMENTS:**



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 24, 2025

Reference ID:  
2025-445

### Public Hearing and Potential Adoption of the Proposed Ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Amending Section 18.78.310 of the Inyo County Code Pertaining to the Maintenance of Animals and Amending Subsections 18.12.020 (D) and 18.12.040 (J) Pertaining to Zoning Requirements for Animal Maintenance" (Zone Text Amendment [ZTA] 2024-03/Maintenance of Animals)

#### Planning Department

ACTION REQUIRED

#### ITEM SUBMITTED BY

Cathreen Richards, Planning Director

#### ITEM PRESENTED BY

Cathreen Richards, Planning Director

#### RECOMMENDED ACTION:

- A) Receive a presentation from staff regarding proposed amendments to Inyo County Code Section 18.78.310 pertaining to Maintenance of Animals and Inyo County Code Sections 18.12.020 and 18.12.040 pertaining to the Open Space Zone;
- B) Conduct a public hearing on the proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Amending Section 18.78.310 of the Inyo County Code Pertaining to the Maintenance of Animals and Amending Subsections 18.12.020 (D) and 18.12.040 (J) Pertaining to Zoning Requirements for Animal Maintenance;"
- C) Certify the project is exempt from environmental review pursuant to the California Environmental Quality Act Common Sense Rule 15061(b)(3); and
- D) Waive further reading of and enact said ordinance.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Recent code enforcement cases have included an increase in the number of complaints pertaining to animals maintained on private property within the unincorporated area of the County. Staff have had a difficult time dealing with these cases due to the lack of specific regulations in the current Maintenance of Animals section of Title 18 of the County Code. This is especially prevalent regarding the number of animals allowed on a property and the unspecified nuisances they can cause. Many of the complaints that county staff have received do not rise to the level of criminal animal abuse, which would allow Animal Control staff to seize the animals, but do contain information suggesting that animals are being kept irresponsibly and in substandard conditions. These nuisances include animal hoarding, unclean and

unsanitary conditions, and a proliferation of barking. All of these situations can produce, at the very least, unpleasant conditions for both surrounding neighbors and the animals themselves.

## **ANALYSIS**

In reaction to the uptick in animal keeping complaints and requests for staff to address them, staff from the Sheriff's Office representing Animal Control, County Counsel, Code Enforcement, Building and Safety, Environmental Health, and Planning met on several occasions and discussed the various cases of unsatisfactory animal keeping in the County and came to the conclusion that some updates to the County code addressing potential nuisances created by animals are needed to help address the problems. Planning staff then held meetings with Animal Control staff, the Farm Advisor, and County Counsel to work on various ideas to improve animal maintenance in the County while preserving the ability to keep animals for youth agriculture programs, commercial raising for sale, large agriculture operations, and personal enjoyment. Planning staff also checked in with the Inyo Mono Agriculture Commissioner and a Planning Commissioner who represents youth agriculture programs, as well as researched the animal maintenance/keeping codes of several other rural California counties.

Staff's review of the County's Maintenance of Animals Section of the Zoning Code found that it is insufficient regarding possible nuisances produced by incompatible animal/people interfaces, lacks language that supports safe and healthy conditions for animals and does not provide language prohibiting specific nuisances. Code enforcement and animal control staff are experiencing more complaints with respect to the nuisances caused by poor animal keeping as well as complaints related to animals living in egregious conditions and do not currently have sufficient language in the code to address them.

Inyo County is rural and has had a resource-based economy throughout its history. With this, there is a proud tradition of ranching and equestrian activities as well as an openness to allowing people to keep animals on their property with little interference. Staff are not attempting to change this time-honored tradition; however, they have found that there needs to be a better balance in animal keeping with a more careful stance on animal welfare and the nuisances that can be created due to poor living conditions for animals. To achieve this, staff have prepared a draft ordinance, to include:

- Language addressing nuisances that can be created by animals. This includes noise, smell and behavior issues.
- A requirement for all kennels to obtain a conditional use permit. Currently, kennels are only allowed in the Rural Residential and Open Space zones. Conditional Use Permits are required in Rural Residential but not Open Space. Staff are proposing they be required in both.
- A requirement that structures and shelters, including cages, pens and corrals used for animal keeping, must be located no closer than five-feet from a property line, and unless impeding stock water access, within ten-feet of a stream if the area is vegetated and thirty-feet if not vegetated. This is being proposed due to a California Water Resources Board finding regarding the condition of Bishop Creek. The recommended buffers should help keep animal waste from the creek as well as other waterways in the county.
- Language clarifying that small livestock or farm animals are allowed in residential zones if part of a youth agricultural program. This is currently unclear because it is unstated in the code and staff do not want the code to impede these programs. (Ordinance and strike out and underline version - attached)

Enforcing these regulations would be pursuant to Inyo County Code Title 22 and treated like any other code violation.

## **FINDINGS & PROCEDURAL COMPLIANCE**

General Plan Consistency:

The approval of ZTA 2024-03 is consistent with the Inyo County General Plan as it does not change the allowed numbers or density of allowed animals and will help to keep the level of possible nuisance conflicts between animals and people to a minimum by identifying certain conditions as nuisances.

Zoning Ordinance Consistency:

ZTA 2024-03 is consistent with the Inyo County Zoning code as it does not allow for an expansion of current animal keeping in the County as a use, but instead helps to clarify possible nuisance conflicts between animals and people to a minimum and will add a requirement for a conditional use permit for kennels in the open space zone, which will be consistent with the requirement in the rural residential zone and help enforcement staff address poor animal keeping conditions that are becoming all too common.

#### **PLANNING COMMISSION RECOMMENDATION**

The Inyo County Planning Commission reviewed the proposal at a duly noticed public hearing on May 28, 2025 and adopted a Resolution (attached) by a 4-0 vote, with one abstention, recommending that the Board of Supervisors approve the Ordinance. No substantive issues were brought forward during the public hearing. Staff received one comment prior to the Planning Commission meeting (attached).

#### **ENVIRONMENTAL REVIEW:**

Pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the Common Sense Rule 15061(b)(3) that CEQA applies only to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Since this is a proposal to update Section 18.78.310 of the Inyo County Code pertaining to the Maintenance of Animals to provide clarity of nuisances potentially created by animals and to the Open Space Zone to require conditional use permits for kennels. This will not cause a significant effect on the environment. Subsequent conditional use permits for kennels will require project-specific CEQA review.

#### **NOTICING:**

This project was noticed in the Inyo Register on May 31, 2025 meeting the twenty-day State noticing requirement for changes to the zoning code.

#### **RECOMMENDATIONS:**

Staff recommends the Board hold a public hearing; make certain findings related to, and adopt, the proposed ordinance amending certain portions of the County's Zoning Code; and certify that it is Exempt from CEQA pursuant to the Common Sense Rule.

#### **FISCAL IMPACT:**

The only expenditures related to ZTA 2024-03 are staff time and some miscellaneous advertising.

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

The Board could decide not to adopt the proposed ordinance. This is not recommended, due to the increase in code enforcement and animal control cases regarding poor animal keeping. This project was brought forward as a request from both the Sheriff's Office (Animal Services division) and the Inyo County Code Enforcement team to add tools that help to address the interface between private property owners' right to enjoy their property and the rights of other property owners to keep animals.

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

Inyo County Sheriff - Animal Control

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

**Thriving Communities** | Community Revitalization Through Effective Planning  
**Thriving Communities** | Highest and Best use of Property

#### **APPROVALS:**

Cathreen Richards

Created/Initiated - 5/29/2025

Darcy Israel	Approved - 5/29/2025
Cathreen Richards	Approved - 5/29/2025
Keri Oney	Approved - 5/29/2025
Christian Milovich	Approved - 6/2/2025
John Vallejo	Approved - 6/13/2025
Amy Shepherd	Approved - 6/13/2025
Nate Greenberg	Final Approval - 6/17/2025

#### **ATTACHMENTS:**

1. Animal Maintenance Ordinance
2. Proposed Code Changes
3. Planning Commission Resolution
4. Planning Commission Public Comment

**AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS AMENDING  
SECTION 18.78.310 OF THE INYO COUNTY CODE PERTAINING TO THE  
MAINTENANCE OF ANIMALS AND AMENDING SUBSECTIONS  
18.12.020 (D) AND 18.12.040 (J) PERTAINING TO ZONING  
REQUIREMENTS FOR ANIMAL MAINTENANCE**

**WHEREAS**, Title 18 of the Inyo County Code (ICC) sets forth zoning requirements within the unincorporated area of the County; and

**WHEREAS**, section 18.78.310 of the ICC pertains to the maintenance of animals in certain residential zoning designations within the unincorporated area of the County; and

**WHEREAS**, sections 18.12.020 and 18.12.040 of the ICC pertain to principal permitted uses and conditional uses in the Open Space zoning designation within the unincorporated area of the County; and

**WHEREAS**, recent Inyo County Code Enforcement cases have shown an increase in nuisances and reports of maltreatment with respect to the keeping of animals on private property throughout the County; and

**WHEREAS**, county staff have had a difficult time addressing these nuisances due to the lack of specific regulations addressing adverse conditions for animals in the current Animal Maintenance section of the code, the absence of which ultimately negatively impacts animals; and

**WHEREAS**, many of the complaints that county staff have received do not rise to the level of criminal animal abuse, which would allow Animal Control to seize the animals, but do contain information suggesting that animals are being kept in irresponsible, substandard conditions; and

**WHEREAS**, these nuisances have manifested due to animal hoarding, unclean and unsanitary conditions, and a proliferation of barking; and produce, at the very least, unpleasant conditions for both surrounding neighbors and the animals themselves; and

**WHEREAS**, staff from the Sheriff's Office representing Animal Control, County Counsel, Code Enforcement, Building and Safety, Environmental Health and Planning met on several occasions and discussed the various cases of unsatisfactory animal keeping in the county; and

**WHEREAS**, staff from the Sheriff's Office representing animal control, County Counsel, Planning, the Farm Advisor, and a Planning Commissioner, representing youth agriculture programs, worked on various ideas to update the code to address these issues; and

**WHEREAS**, to address these ongoing issues, staff now proposes to amend ICC Section 18.78.310 pertaining to Animal Maintenance and ICC subsections 18.12.020 (D) and 18.12.040 (J) pertaining to the Open Space Zone to provide additional regulation regarding the keeping of animals in the county; and

**WHEREAS**, the Inyo County Planning Commission held a duly noticed public hearing to consider the proposal to update the Animal Maintenance Section and the Open Space District of the County Zoning Code with regard to consistency with the Inyo County Zoning Code, General



Plan, and the California Environmental Quality Act, and concurred with staff recommendations, and approved a resolution recommending approval by the Board of Supervisors; and

**WHEREAS**, the adoption of this ordinance is Exempt pursuant to CEQA Guidelines 15061(b)(3) the General Rule.

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO ORDAINS AS FOLLOWS:**

**SECTION I.** All recitals above are incorporated herein as findings.

**SECTION II.** Section 18.78.310 of the Inyo County Code is superseded and replaced in its entirety with the following:

- A. The maintenance of animals in the one family residential (R-1), two family residential (R-2), and multiple residential (R-3) zones on lots of less than one-half acre are permitted as an accessory use subject to the following conditions:
  - 1. Domestic pets such as dogs and cats are permitted.
  - 2. No animals of any kind shall be bred, raised, maintained or slaughtered for any commercial purpose.
  - 3. No large livestock or large farm animals, such as horses, mules, donkeys, cattle, shall be bred, raised, maintained or slaughtered for any purpose.
  - 4. Small livestock or small farm animals such as pigs, goats, sheep, pigeons, poultry and rabbits may be bred, raised or maintained for domestic, educational purposes, or youth agriculture programs, subject to the following restrictions:
    - a. Pigs, goats, sheep and similar animals shall not exceed two in number;
    - b. Pigeons, poultry, rabbits and similar animals shall not exceed twenty-five in number;
    - c. No structure or shelter for animals shall be located closer than five feet to any property line;
    - d. Maximum height of any structure or shelter for animals shall be fifteen feet.
  - 5. The breeding, raising, maintenance of animals allowed by subsection A of this section shall comply with all other state and county requirements and ordinances.

- B. The maintenance of animals in the one family residential (R-1), two family residential (R-2), and multiple residential (R-3) zones on lots of one-half acre or more, and in all other zones regardless of lot size, shall be permitted as an accessory use so long as such use complies with all other state and county requirements and ordinances.
- C. No structure or shelter including cages, pens and corrals for animals shall be located closer than five feet to any property line, within ten feet of a stream if the area is vegetated, or within thirty feet of a stream if it is not vegetated. In no instance shall any such structure impede access to stock water.
- D. No owner of any animal shall do any of the following:
  - 1. Allow an animal to obstruct the reasonable and comfortable use of property in any neighborhood or community by chasing vehicles, molesting passersby, biting, barking, howling or making other noises.
  - 2. Permit unsanitary conditions to exist on the premises where such animal is kept which would cause odors, attract flies or vermin, or which would be otherwise injurious to the public health, offensive to the senses, or an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property by members of the neighborhood or community or any considerable number of other persons.
  - 3. Maintain a dangerous animal in a manner that creates a significant threat to the public health, safety and welfare.

**SECTION III.** Subsection 18.12.020(D) of the Inyo County Code is amended in its entirety to read as follows:

(D) Animal Hospitals except when the property is adjacent to or abuts residential zoned property.

**SECTION IV.** Subsection 18.12.040(J) is amended in its entirety to read as follows:

(J) All kennels, and animal hospitals (when parcel is adjacent to residential zoned property).

**SECTION V.** Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to

whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

**SECTION VI.**        Effective date.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124(b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board voting for and against same.

**PASSED AND ADOPTED** this XXXX by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chairperson

ATTEST:     Nate Greenberg  
                 Clerk to the Board

By: \_\_\_\_\_  
      Darcy Ellis, Assistant

**§ 18.78.310. Maintenance of animals.**

- A. The maintenance of animals in the one family residential (R-1), two family residential (R-2), and multiple residential (R-3) zones on lots of less than one-half acre are permitted as an accessory use subject to the following conditions:
1. Domestic pets such as dogs and cats are permitted.
  2. No animals of any kind shall be bred, raised, maintained or slaughtered for any commercial purpose.
  3. No large livestock or large farm animals, such as horses, mules, donkeys, cattle, shall be bred, raised, maintained or slaughtered for any purpose.
  4. Small livestock or small farm animals such as pigs, goats, sheep, pigeons, poultry and rabbits may be bred, raised or maintained for domestic, ~~or~~ educational purposes, or youth agriculture programs, subject to the following restrictions:
    - a. Pigs, goats, sheep and similar animals shall not exceed two in number;
    - b. Pigeons, poultry, rabbits and similar animals shall not exceed twenty-five in number;
    - c. No structure or shelter for animals shall be located closer than five feet to any property line;
    - d. Maximum height of any structure or shelter for animals shall be fifteen feet.
  5. The breeding, raising, maintenance of animals allowed by subsection A of this section shall comply with all other state and county requirements and ordinances.
- B. The maintenance of animals in the one family residential (R-1), two family residential (R-2), and multiple residential (R-3) zones on lots of one-half acre or more, and in all other zones regardless of lot size, shall be permitted as an accessory use so long as such use complies with all other state and county requirements and ordinances.
- C. No structure or shelter including cages, pens and corrals for animals shall be located closer than five feet to any property line, within ten feet of a stream if the area is vegetated, or within thirty feet of a stream if it is not vegetated. In no instance shall any such structure impede access to stock water.
- D. No owner of any animal shall do any of the following:
1. Allow an animal to obstruct the reasonable and comfortable use of property in any neighborhood or community by chasing vehicles, molesting passersby, biting, barking, howling or making other noises.
  2. Permit unsanitary conditions to exist on the premises where such animal is kept which would cause odors, attract flies or vermin, or which would be otherwise injurious to the public health, offensive to the senses, or an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property by members of the neighborhood or community or any considerable number of other persons.
  3. Maintain a dangerous animal in a manner that creates a significant threat to the public

health, safety and welfare.

#### **18.12.020 – Principal Permitted Uses of the OS Zone:**

The following are the principal permitted uses of the OS zone:

- A. Single-family dwelling, including the use of a mobile home;
- B. Farms and ranches for orchards, vineyards, field and truck crops, nurseries, greenhouses, vegetables, flower gardening and other enterprises carried on in the general field of agriculture, including agricultural activities directly related to the farm or such as the repair and maintenance of farm and ranch equipment operated on the property; farm and ranch vehicles used on the property; and vehicles used to haul farm and ranch products produced on the property;
- C. Livestock ranches for raising, grazing, breeding, boarding or small animals except as otherwise provided for under Section 18.12.040;
- D. Animal hospitals or kennels, except when the property is adjacent or abuts residential zoned property;
- E. Wildlife refuges; hunting and fishing preserves;
- F. Wilderness areas and wilderness uses. (Ord. 943 § 4, 1994)

#### **18.12.040 – Conditional Uses.**

The following are the conditional uses of the OS zone

- A. Public stables, roping arenas, riding academies, parks, campgrounds, private recreational clubs, pack stations, lodges, resorts, and other recreational activities involving development or large assemblages of people;
- B. Feed lot, dairies or commercial ranches for the raising of poultry, pigs, goats or rabbits when any of the foregoing are located on property adjacent to residential zoned property;
- C. Public and quasi-public buildings and uses of recreational, religious, cultural or public service nature, excluding exterior storage, repair yards and warehouses;
- D. Golf course;
- E. Farm labor or camp;
- F. Cemeteries, crematories, mausoleums and columbariums;
- G. Airports, landing fields and airstrips;
- H. Public and commercial refuse disposal sites;
- I. Mining and processing of natural resources, including borrow pits, subject to the provisions of the California Surface Mining Act;
- J. All kennels and animal hospitals (when parcel is adjacent to residential zoned property);

- K. Agriculturally oriented services, including those uses of land devoted to the provision of buying, selling, processing, storing, packaging and otherwise directly serving functions associated with the production of local agricultural products, and including the operation, storage and maintenance of equipment and implements, and motor vehicles and trailers primarily used to transport local agricultural products and livestock. Manufacturing other than the primary cleaning, sorting, packaging or conversion of local agricultural products is prohibited;
- L. Second dwelling units, subject to the requirements and procedures set forth or referred to in Section 18.78.340;
- M. Informational kiosks and off-site directional signs complying with the provisions of Chapter 18.75 and subject to the provisions of Section 18.12.050.
- N. Commercial cannabis cultivation, which shall be three hundred feet from all parcel lot lines, and shall comply with otherwise applicable yard requirements.
- O. Non-volatile cannabis manufacturing pursuant to commercial cannabis license classification 6.
- P. Cannabis microbusinesses pursuant to commercial cannabis license classification 12 combining only some or all of those uses otherwise permitted by this section.
- Q. Hemp Cultivation. Industrial hemp cultivation shall be subject to odor, noise, pollen escape and visual resource mitigation requirements and shall be three hundred feet from all parcel lot lines.

## **RESOLUTION NO. 2025-02**

### **A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS FIND THE PROPOSED PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, MAKE CERTAIN FINDINGS WITH RESPECT TO AND APPROVE ZONE TEXT AMENDMENT NO. 2024-03 INYO COUNTY**

**WHEREAS**, the Inyo County Board of Supervisors, through Inyo County Code (ICC) Section 15.12.040, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects; and

**WHEREAS**, Pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the Common Sense Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Since this is a proposal to update Section 18.78.310 of the Inyo County Code pertaining to Animal Maintenance and subsections 18.12.020(D) and 18.12.040(J) pertaining to permitted and unpermitted uses in the Open Space zoning designation to provide clarity and additional nuisance regulations for an already allowed use, it will not cause a significant effect on the environment; and

**WHEREAS**, the Inyo County Planning Commission held a duly noticed public hearing on May 28, 2025, to review and consider a request for approval of Zone Text Amendment No. 2024-03, and considered the staff report for the project and all oral and written comments regarding the proposal; and

**WHEREAS**, ICC Section 18.03.020 states in part that it is necessary for the zoning ordinance to be consistent with the General Plan; and

**WHEREAS**, the approval of ZTA 2024-03 is consistent with the Inyo County General Plan as Plan as it does not change the allowed numbers or density of allowed animals and will help to keep the level of possible nuisance conflicts between animals and people to a minimum by identifying certain conditions as nuisances; and

**WHEREAS**, ZTA 2024-03 is consistent with the Inyo County Zoning code as it does not allow for an expansion of current animal keeping in the County as a use, but instead helps to clarify possible nuisance conflicts between animals and people to a minimum and will add a requirement for a conditional use permit for kennels in the open space zone, which will be consistent with the requirement in the rural residential zone.

**THEREFORE, BE IT HEREBY RESOLVED**, that based on all of the written and oral comments and input received at the May 28, 2025, public hearing, including the Planning Department Staff Report, the Planning Commission makes the following findings regarding the proposal and hereby recommends that the Board of Supervisors adopt the following findings for the proposed project:

### **RECOMMENDED FINDINGS**

1. The proposed ordinance is covered by the Common Sense Rule 15061(b)(3) Pursuant to the California Environmental Quality Act (CEQA), that states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This is a proposal to update Section 18.78.310 and subsections 18.12.020(D) and 18.12.040(J) of the Inyo County Code pertaining to Animal Maintenance to provide clarity and additional nuisance regulations for an already allowed use, which will not produce significant effects to the environment.
2. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Inyo County General Plan as it does not change the allowed numbers or density of allowed animals and will help to keep the level of possible nuisance conflicts between animals and people to a minimum by identifying certain conditions as nuisances.
3. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code as it does not allow for an expansion of current animal keeping in the County as a use, but instead helps to clarify possible nuisance conflicts between animals and people to a minimum and will add a requirement for a conditional use permit for kennels in the open space zone, which will be consistent with the requirement in the rural residential zone and help enforcement staff address poor animal keeping conditions that are becoming all too common.

**BE IT FURTHER RESOLVED** that the Planning Commission recommends that the Board of Supervisors take the following actions:

### **RECOMMENDED ACTIONS**

1. Adopted the proposed ordinance amending certain specified sections of Title 18 of the Inyo County Code related to Animal Maintenance based on all the information in the public record and on the recommendation of the Planning Commission.
2. Make all required findings as presented by staff.



**PASSED AND ADOPTED** this 28<sup>th</sup> day of May, 2025, by the following vote of the Inyo County Planning Commission:

AYES: 4

NOES:


ABSTAIN: 1

ABSENT:



Todd Vogel, Chair  
Inyo County Planning Commission

ATTEST:



Cathreen Richards, Planning Director

By



Sally Faircloth, Secretary of the Commission

From: Sally Faircloth  
Sent: Wednesday, April 23, 2025 11:07 AM  
To: Cathreen Richards  
Subject: Fw: ZONE TEXT AMENDMENT 2024-03 / MAINTENANCE OF ANIMALS

Get Outlook for iOS

From: Jamie Sexton <jsexton@bishopvet.com>  
Sent: Wednesday, April 23, 2025 10:19 AM  
To: Sally Faircloth <sfaircloth@inyocounty.us>  
Subject: ZONE TEXT AMENDMENT 2024-03 / MAINTENANCE OF ANIMALS

You don't often get email from jsexton@bishopvet.com. Learn why this is important

Planning Department,

Restricting the number of domestic pets is contrary to the reason we are living here. As long as good husbandry and welfare standards are maintained there should be no limit on the number of domestic pets a residence in Inyo County can have.

Thank you

Taylor Ludwick DVM  
Nicole Milici DVM  
Jamie Sexton RVT

Bishop Veterinary Hospital  
1440 N. Main St.  
Bishop Ca, 93514  
(760) 873-5801 Ext 105



# 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

June 24, 2025

Reference ID:  
2025-493

### Letter of Support for the Request for Military Aerial Support for the Overlanding for Warriors - Veterans Weekend Tribute 2025 Event

#### Public Works

ACTION REQUIRED

#### ITEM SUBMITTED BY

Michael Errante, Public Works Director

#### ITEM PRESENTED BY

Michael Errante, Public Works Director

#### RECOMMENDED ACTION:

Approve the letter of support for the request for military aerial support for the Overlanding for Warriors - Veterans Weekend Tribute 2025 Event, and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

This November, on Veterans Day weekend, the fourth annual Overlanding for Warriors event will occur at the Diaz Lake Campground. The event is hosted by 395jinky, an organization formed by Daniel Pocius. A letter from Mr. Pocius introducing the organization and event is included in this item's attachments.

This year, Mr. Pocius plans to request a military flyover during the event. The Department of Defense (DoD) request form requires that the agency responsible for the event grounds, Diaz Lake Campground, certify that the event organizers have obtained a permit to conduct the event. The permit is complete, and the Public Works Director will sign the form.

Supervisor Wadelton discussed the event and flyover request with Mr. Pocius and suggested a letter of support from the Board to accompany the DoD request form.

#### FISCAL IMPACT:

There is no fiscal impact associated with this item.

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

The Board could choose not to approve the Letter of Support.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### STRATEGIC PLAN ALIGNMENT:

Not Applicable

**APPROVALS:**

Ashley Helms	Created/Initiated - 6/13/2025
Darcy Israel	Approved - 6/16/2025
Ashley Helms	Approved - 6/16/2025
John Vallejo	Approved - 6/16/2025
Michael Errante	Approved - 6/16/2025
Nate Greenberg	Final Approval - 6/17/2025

**ATTACHMENTS:**

1. 395jnky Letter of Introduction
2. DoD Request Form
3. Letter of Support



# 395jinky

Daniel C. Pocius  
Founder, 395jinky  
8780 19th Street, #644  
Alta Loma, CA 91701  
(909) 772-9073

June 13, 2025

Inyo County Board of Supervisors  
P.O. Drawer N  
Independence, CA 93526

**RE: Overlanding for Warriors - Request for Letter of Support**

Dear Members of the Board,

My name is Daniel Pocius, founder of 395jinky—a small community-driven brand centered around overlanding, outdoor exploration, and storytelling rooted in the Eastern Sierra. Over the years, my connection to this region and its people has grown deeper, and it's become the heart of a now-annual event called Overlanding for Warriors (OFW), held each Veterans Day weekend in Lone Pine.

This November will mark our fourth annual gathering, and the third consecutive year hosting it at Diaz Lake. The event was born from a simple goal: to bring together outdoor enthusiasts in support of our veterans and raise funds for the Wounded Warrior Project. What began as a small get-together has now grown into a three-day patriotic celebration, with over 100 overland rigs and their owners joining to camp, connect, and give back.

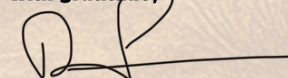
The program includes trail rides, campfire gatherings, cornhole tournaments, and a shared community potluck. The group consists of veterans, military families, and outdoor enthusiasts who share a deep respect for those who've served. We make it a point to leave the campground better than we found it—bringing in our own porta-potties, adhering to all park rules, and coordinating clean-up before departure.

395jinky and this event are not commercial ventures—they're mission-driven. We've raised thousands of dollars for veteran-focused nonprofits, and the feedback from both attendees and local residents has been overwhelmingly positive. Looking ahead, I would love to explore ways to expand OFW in collaboration with the County of Inyo and the town of Lone Pine, should there be future interest.

With the support of Supervisor Wadleton, I'm currently in the process of applying for a Department of Defense flyover of F/A-18 fighter jets during our event. A letter of support from the Inyo County Board of Supervisors would significantly strengthen our application and demonstrate the County's recognition of the event's community value and patriotic purpose.


Thank you for your consideration and continued support of veterans and grassroots community efforts like this one. Should you or your staff have any questions, I would be happy to provide additional details.

With gratitude,



Daniel Pocius  
Founder, 395jinky



REQUEST FOR MILITARY AERIAL SUPPORT ALL EVENT REQUESTERS MUST READ THE INSTRUCTIONS ON PAGE 4 BEFORE COMPLETING THIS FORM.				REQUEST NUMBER	
The public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, at <a href="mailto:whs.mc-alex.esd.mbx.dd-dod-informationcollections@mail.mil">whs.mc-alex.esd.mbx.dd-dod-informationcollections@mail.mil</a> . Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.				OMB No. 0704-0290 OMB approval expires 20260131	
PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ORGANIZATION. RETURN COMPLETED FORM TO THE ADDRESS ON PAGE 4.					
ALL DATA WILL BE HANDLED ON A "FOR OFFICIAL USE ONLY" BASIS.					
SECTION I - ACTIVITY					
1. CATEGORY REQUESTED (X and complete as applicable)		1) DATE(S) REQUESTED (Start to End) (YYYYMMDD)		(2) TYPE AIRCRAFT REQUESTED	
				ANY (X)      SPECIFIC (Optional)	
<input checked="" type="checkbox"/> a. FLYOVER (See paragraph 5 of Instructions)		20251108		F-18E	
<input type="checkbox"/> b. STATIC DISPLAY (See paragraph 6 of Instructions)					
<input type="checkbox"/> c. SINGLE AIRCRAFT DEMONSTRATION (See paragraph 8 of Instructions) Is this request for an air show? <input type="checkbox"/> YES <input type="checkbox"/> NO					
<input type="checkbox"/> d. OTHER AERIAL SUPPORT (i.e. Parachute Demo, SAR Demo)					
e. AERIAL DEMONSTRATION TEAM (X all requested. See Instructions.)		(a) PRIMARY DATE (YYYYMMDD)		(b) ALTERNATE DATE(S) (YYYYMMDD)	
<input type="checkbox"/> U.S. ARMY GOLDEN KNIGHTS				(c) I WILL CONSIDER ANY DATE DURING AIR SHOW SEASON (X one)  <input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/> U.S. NAVY BLUE ANGELS					
<input type="checkbox"/> U.S. NAVY LEAP FROGS					
<input type="checkbox"/> U.S. AIR FORCE THUNDERBIRDS					
<input type="checkbox"/> U.S. AIR FORCE WINGS OF BLUE					
<input type="checkbox"/> OTHER (Specify)					
2. INCLUSIVE DATES/TIME OF EVENT (YYYYMMDD/0:00 a.m. or p.m.)					
START DATE 20251107	END DATE 20251109	REHEARSAL DATE (required for air shows/open houses)	TIME 15:00 – 16:00		
		<input type="checkbox"/> CHECK IF 1-DAY EVENT			
SECTION II - EVENT AND SITE INFORMATION					
3.a. EVENT TITLE (to include if air show) Overlanding for Warriors – Veterans Weekend Tribute 2025				b. SITE OF EVENT (Must be accessible by persons with disabilities) Diaz Lake Campground	
c. SITE CITY, STATE AND ZIP CODE Lone Pine, CA 93545		d. SITE ELEVATION (Feet above sea level) 3,727 ft	e. RUNWAY LENGTH X WIDTH	f. ARRESTING GEAR WITHIN REQUIRED DISTANCE (X one) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	g. TYPE OF SITE (e.g., airport, park, lake, etc.) Public Park
h. EXPLAIN RECRUITING SUPPORT (Including local Armed Forces point of contact if applicable.) Local military recruiters are welcome and will be offered a free, visible space at the event for outreach purposes.				i. We agree to provide local military recruiters, at no charge, prime space at the event for recruiting purposes. SIGNATURE: 	
j. WEBSITE AND SOCIAL MEDIA HANDLES FOR EVENT: (Contact aircraft/parachute team for specific unit or Service level social media platform handles and hashtags.)					
WEBSITE	www.395jnky.com				
FACEBOOK	@395jnky				
INSTAGRAM	@395jnky				
TWITTER					
OTHER					
k. IS THERE CIVILIAN AERIAL PARTICIPATION PLANNED FOR THE EVENT? (X one) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					
4. EVENT SITE CERTIFICATION (To be completed by an agent exercising authority for site use) I certify that an agreement has been made with the requesting organization indicated in Section III to use the event site indicated in 2.b. above.					
a. NAME (Last, First, Middle Initial) (Include Mr./Ms./Mil. Rank)			b. TITLE		c. TELEPHONE NO. (Include area code)
d. SIGNATURE					e. DATE SIGNED (YYYYMMDD)
5. ATTENDANCE		6. PLANNED MEDIA COVERAGE (X as applicable)			
a. PROJECTED 500	b. PRIOR EVENT 300	<input type="checkbox"/> TELEVISION <input type="checkbox"/> RADIO <input checked="" type="checkbox"/> SOCIAL MEDIA <input type="checkbox"/> REGIONAL <input checked="" type="checkbox"/> PRINT <input type="checkbox"/> NATIONAL <input type="checkbox"/> NONE		YOUR MEDIA/PR POC (Name/telephone/email):	
				NAME	Daniel C. Pocius
				TELEPHONE	(909) 772-9073
				EMAIL	daniel.pocius@395jnky.com



SECTION III - REQUESTER INFORMATION								
7. LOCAL REQUESTING ORGANIZATION (not contracted event promoter, airboss, or others not directly employed by event requesting organization)				b. TYPE (X one)				
a. NAME (Include website) 395jnky LLC – www.395jnky.com - Attn: Daniel C. Pocius				<input checked="" type="checkbox"/> PROFIT <input type="checkbox"/> NONPROFIT				
8. POINT OF CONTACT FOR AVIATION ACTIVITIES FOR THIS EVENT (Please PRINT all contact information.)								
a. (X one) <input checked="" type="checkbox"/> MR. <input type="checkbox"/> MS.		b. NAME (Last, First, Middle Initial) Pocius, Daniel C.		c. RANK (If military) daniel.pocius@395jnky.com				
d. PHONE NUMBERS (Include area code)			e. E-MAIL ADDRESS					
(1) TELEPHONE NO. (909) 772-9073	(2) CELL PHONE NO. (909) 772-9073	(3) DSN	daniel.pocius@395jnky.com					
9. IS EVENT OFFICIALLY SUPPORTED BY LOCAL GOVERNMENT (X one)				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">YES</th> <th style="text-align: center;">NO</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	YES	NO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
YES	NO							
<input checked="" type="checkbox"/>	<input type="checkbox"/>							
10. WILL YOU PROVIDE A POST-EVENT REPORT ON REQUEST? (X one)				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">YES</th> <th style="text-align: center;">NO</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	YES	NO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
YES	NO							
<input checked="" type="checkbox"/>	<input type="checkbox"/>							
11. DOES REQUESTING ORGANIZATION PERMIT MEMBERSHIP WITHOUT REGARD TO RACE, COLOR, NATIONAL ORIGIN, RELIGION, AGE, DISABILITY, SEX, OR SEXUAL ORIENTATION? (X one)				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">YES</th> <th style="text-align: center;">NO</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	YES	NO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
YES	NO							
<input checked="" type="checkbox"/>	<input type="checkbox"/>							
12. WILL ALL ASPECTS OF THIS EVENT BE AVAILABLE TO ALL PERSONS WITHOUT REGARD TO RACE, COLOR, NATIONAL ORIGIN, RELIGION, AGE, DISABILITY, SEX, OR SEXUAL ORIENTATION? (X one)				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">YES</th> <th style="text-align: center;">NO</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	YES	NO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
YES	NO							
<input checked="" type="checkbox"/>	<input type="checkbox"/>							
13. WILL THE EVENT BE OPEN TO THE GENERAL PUBLIC? (X one)				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">YES</th> <th style="text-align: center;">NO</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	YES	NO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
YES	NO							
<input checked="" type="checkbox"/>	<input type="checkbox"/>							
<b>SECTION IV - FEDERAL AVIATION ADMINISTRATION COORDINATION</b> (This Section is not required for static displays. Requester may submit a completed FAA Form 7711 (safety form) along with this form in lieu of obtaining a FSDO signature in this section. However, the FSDO contact name and number MUST be included here.)								
<b>FOR THIS EVENT TO BE CONSIDERED FOR U.S. MILITARY SUPPORT, THE REQUESTER MUST HAVE THIS SECTION COMPLETED BY THE FLIGHT STANDARDS DISTRICT OFFICE RESPONSIBLE FOR CONTROLLING THE AERIAL ACTIVITIES AT THE EVENT SITE.</b>  For events where the airspace falls under the purview of the United States Department of Transportation, Federal Aviation Administration (FAA) coordination is required for all U.S. military aviation activities described in Section I EXCEPT AIRCRAFT STATIC DISPLAYS. THE REQUESTER WILL FORWARD THIS DOCUMENT, WITH SECTIONS I THROUGH III AND SECTIONS V THROUGH VII COMPLETED, TO THE FLIGHT STANDARDS DISTRICT OFFICE (FSDO) HAVING JURISDICTION OVER THE SITE. After completion of Section IV by the FSDO, form will be returned to the requester for submission to DoD. Requesters will allow a minimum of 45 days for FAA review and completion.								
14. FLIGHT STANDARDS DISTRICT OFFICE REVIEW								
I have reviewed the requested activity in Section I and determined that: (X and complete as applicable)								
<input type="checkbox"/> a. FAA/OTHER GOVERNMENTAL WAIVER IS NOT REQUIRED.								
<input type="checkbox"/> b. WAIVER IS REQUIRED FOR THE FOLLOWING AERIAL ACTIVITIES LISTED IN SECTION I: (Specify)								
<input type="checkbox"/> c. COORDINATION HAS BEEN ACCOMPLISHED WITH CONTROLLING AIR TRAFFIC CONTROL FACILITY.								
<input type="checkbox"/> d. AIR TRAFFIC COORDINATION IS NOT REQUIRED.								
<input type="checkbox"/> e. DEMONSTRATION SITE FEASIBILITY STUDY IS REQUIRED AND SITE PLAN WAS SUBMITTED BY THE REQUESTER. (Must meet show line, crowd line, airspace parameters and show congested areas, dwellings, thoroughfares, and obstructions within 3 NM of show center.)								
<input type="checkbox"/> f. DEMONSTRATION SITE FEASIBILITY STUDY IS NOT REQUIRED.								
<input type="checkbox"/> g. NO MAJOR NOISE CONCERNS IN THE REQUESTED AIRSPACE.								
15. FEASIBILITY DETERMINATION Based upon my review of this site, I find the site to be: (X one)								
<input type="checkbox"/> SATISFACTORY <input type="checkbox"/> CONDITIONAL SATISFACTORY (See NOTE) <input type="checkbox"/> UNSATISFACTORY (See NOTE)								
<b>NOTE: If the show site is marked "Conditional Satisfactory," explain the conditions which must be met by the show requester to provide a "Satisfactory" site in the Additional Comments section. If the show site is marked "Unsatisfactory," the request for the applicable activity cannot be accepted by the Department of Defense.</b>								
16. ADDITIONAL COMMENTS (Mandatory if FARs are waived) (Explain the desired effects of U.S. military participation in this event and how it will be amplified via social media)								
<p>This event is held in collaboration with the Wounded Warrior Project (WWP) and is designed to both honor and directly support our nation's wounded veterans. The event includes fundraising efforts, personal testimonies from veterans, and a weekend-long gathering of service members, supporters, and military families.</p> <p>A military flyover would serve as a powerful symbol of honor, pride, and national unity. It would be an emotional and unforgettable highlight for the hundreds of veterans and patriots attending — many of whom display American flags at their campsites and vehicles in a breathtaking show of solidarity. The sight of military aircraft soaring over a sea of waving flags would be deeply moving and widely shared.</p> <p>This moment would also receive significant social media amplification. Nearly every attendee is active on platforms like Instagram, Facebook, and Twitter, and several known outdoor and veteran influencers will be on-site, sharing live content throughout the weekend. I personally have a following of over 20,000 subscribers across YouTube and other platforms, where event recaps and flyover footage will be posted and viewed by an engaged audience. The flyover would not only reach those on the ground — it would be seen by thousands more online, expanding the impact of U.S. military participation well beyond the event.</p>								
17. COORDINATING OFFICIAL								
a. NAME (Last, First, Middle Initial)		b. FLIGHT STANDARDS DISTRICT OFFICE		c. TELEPHONE NO. (Include area code)				
d. TITLE AND SIGNATURE		e. DATE SIGNED (YYYYMMDD)						



## SECTION V - PROGRAM

### 18. PROGRAM THEME AND OBJECTIVE *(Please explain how aviation support is an integral part of the event.)*

The theme of this event is "Honor the Journey. Celebrate the Warrior." It is built around paying tribute to the sacrifice, resilience, and service of our veterans — especially those who have returned home with physical or emotional wounds. The weekend brings together like-minded patriots for a powerful, healing experience filled with community meals, raffles, speeches from wounded veterans, and the visible display of American pride.

A military flyover is not just a spectacle — it is an integral and deeply symbolic part of the event's message. It reinforces the patriotic tone, honors the guests of honor in a profound way, and provides a unifying moment that connects the military and civilian communities. The flyover would serve as the emotional peak of the weekend — one that captures everything the event represents in a single, unforgettable gesture. It's a tribute that echoes far beyond the sound of the engines overhead.

### 19. CHARGES AND FEES *(Specify the monetary amounts charged below.)*

<b>a. ADMISSION</b> <div style="text-align: center;">300.00</div>	<b>b. PARKING</b> <div style="text-align: center;">0.00</div>	<b>c. SEATING</b> <div style="text-align: center;">0.00</div>	<b>d. OTHER <i>(Specify)</i></b> <div style="text-align: center;">N/A</div>
<b>e. DOES EVENT RAISE FUNDS? <i>(X one)</i></b> <input checked="" type="checkbox"/> YES <i>(Complete 20.f. and 20.g.)</i> <input type="checkbox"/> NO	<b>f. FUNDS WILL BE USED FOR <i>(X as applicable)</i></b> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input checked="" type="checkbox"/> (1) CHARITIES  <input checked="" type="checkbox"/> (2) EXPENSES  <input checked="" type="checkbox"/> (3) PRIZES           </div> <div style="width: 45%;"> <input type="checkbox"/> (4) OTHER  <i>(Explain in 20.g.)</i> </div> </div>		<b>g. SPECIFIC INSTRUCTIONS FOR USE OF FUNDS <i>(e.g., Company, Charity or Organization to benefit)</i></b> \$150 covers direct costs (venue, amenities, entertainment); \$150 donated to Wounded Warrior Project. Admission is \$300 per group of up to 4.

### 20. HISTORICAL INFORMATION

<b>a. LIST ALL YEARS THE EVENT HAS BEEN HELD</b> <div style="text-align: center;">2021, 2023, 2024</div>	<b>b. MOST RECENT DoD DEMONSTRATION TEAM <i>(If any) AND YEAR OF PERFORMANCE <i>(e.g., Blue Angels, Thunderbirds, Golden Knights; year)</i></i></b> <div style="text-align: center;">N/A</div>	<b>c. LIST CIVILIAN AND MILITARY AIRCRAFT AT THE LAST EVENT</b> Some low-altitude DJI drones used for video, but none will fly 1 hr before or after flyover. No manned aircraft involved.
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## SECTION VI - SUPPORT

*(For all requests other than flyovers, which could include air shows, open houses, some static displays, and non-air show flyovers if the unit is not local.)*

21. THE REQUESTER AGREES TO: <i>(Initial each applicable item signifying acceptance. Lack of initials renders the event ineligible for all support other than flyovers.)</i>	APPLICABLE? <i>(If yes, enter initials.)</i>	INITIALS
<b>a. OBTAIN THE AIR SHOW WAIVER FROM THE FAA MONITOR PRIOR TO THE EVENT FOR EACH ACTIVITY REQUIRING A WAIVER <i>(plan a 60-day lead time)</i>. FAILURE TO OBTAIN A WAIVER WILL RESULT IN DEMONSTRATION CANCELLATION AT THE EXPENSE OF THE REQUESTER <i>(air shows and open houses only)</i>.</b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<b>b. PAY COSTS AS OUTLINED ON PAGE 4, PARAGRAPHS 7, 8, AND 9 OF INSTRUCTIONS, AS APPLICABLE.</b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<b>c. PROVIDE OR REIMBURSE TRANSPORTATION, MEALS, AND LODGING COSTS <i>(including pre-event visits) FOR ARMED FORCES PARTICIPANTS, AS REQUIRED. (Reimbursement for demonstration teams covered in paragraphs 7, 8, and 9 of Instructions.)</i></b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<b>d. PROVIDE SUITABLE AIRCRAFT FUEL AT MILITARY CONTRACT PRICES <i>(air shows and open houses only)</i>. (Requester must pay all costs over military contract prices, including any transportation and handling charges, if fuel is not available at such prices.)</b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<b>e. PROVIDE SECURITY FOR AIRCRAFT AT EVENT SITE DURING ENTIRE STAY. <i>(Certain assets <i>(such as the F-35)</i> will require extensive security.)</i></b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<b>f. PROVIDE MOBILE FIREFIGHTING, CRASH, GROUND-TO-AIR COMMUNICATIONS, MOBILE ARRESTING GEAR, GROUND SUPPORT EQUIPMENT AS APPLICABLE PER SERVICE SPECIFIC SUPPORT MANUALS, AT THE SHOW SITE FOR FLIGHT AND PARACHUTE DEMONSTRATIONS AND STATIC DISPLAY AIRCRAFT <i>(air shows and open houses only)</i>.</b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<b>g. PROVIDE AMBULANCE AND MEDICAL PERSONNEL ON SITE DURING FLIGHT AND PARACHUTE DEMONSTRATIONS AND CERTAIN OTHER TYPES OF AERIAL ACTIVITIES AS DETERMINED, IN ADVANCE, BY THE MILITARY SERVICES.</b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<b>h. PROVIDE TELEPHONE FACILITIES FOR NECESSARY OFFICIAL COMMUNICATIONS AT THE EVENT SITE.</b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<b>i. PROVIDE AERIAL PHOTOGRAPH AND AIRFIELD DIAGRAM UPON REQUEST.</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<b>j. WILL RUN EMERGENCY RESPONSE DRILL ON REHEARSAL DAY <i>(air shows and open houses only)</i>.</b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

## SECTION VII - CERTIFICATION BY REQUESTER *(Signature will expire the day after the date of event.)*

<b>22. PRESIDENT/CHAIRMAN OF REQUESTING ORGANIZATION/BASE OR WING COMMANDER <i>(If civilian sponsored or military requested, respectively; this will not be a contracted event promoter or others not directly employed by the event sponsoring organization.)</i></b> I certify that the information provided above is complete and accurate to the best of my knowledge. I understand that representatives from the military services will contact us to discuss arrangements and additional costs involved prior to final commitments. Any changes to the information on this form may invalidate eligibility for military participation.		
<b>a. SIGNATURE</b> 	<b>b. DATE SIGNED <i>(YYYYMMDD)</i></b> <div style="text-align: center;">20250613</div>	<b>c. PRINT NAME AND TITLE</b> Pocius, Daniel C., Owner - 395jnk LLC



## INSTRUCTIONS

1. The attached form is used to request U.S. Armed Forces aircraft participation at public events in support of community relations programs, flyovers, static displays and requests for an aerial demonstration team (U.S. Army Golden Knights, U.S. Navy Leap Frogs, U.S. Navy Blue Angels, or U.S. Air Force Thunderbirds), and U.S. Marine Corps, Army, Navy and Air Force single-ship demonstration teams, to perform on or off a military installation worldwide. This form is used by each Military Service to determine eligibility of an event for military aerial support. Once an event has been approved as eligible, it is the event requester's responsibility to contact units and coordinate any possible military unit participation. **The event requester is required to inform all the other requested Military Services once acceptance of any military aviation participation has been confirmed.**

2. Do not use this form to request flyovers for military funeral honors. Information on requesting military funeral honors support may be found at <https://www.militaryonesource.mil/leaders-service-providers/casualty-assistance/military-funeral-honors/>.

3. Uniformed members of the military, DoD civilians or DoD contractor employees must not be the point of contact or event site certifier for non-military hosted events. This form must be completed by the requesting organization who is responsible for conducting the event. The local Flight Standards District Office that has jurisdiction over the event site will complete all appropriate blocks in Section IV. Requests for static displays only do not require FAA coordination. Complete Sections I - III and V - VII, and forward the form to the nearest Flight Standards District Office (FSDO) for completion of Section IV. To locate nearest FSDO, visit FAA's website at [http://www.faa.gov/about/office\\_org/field\\_offices/fdoj/](http://www.faa.gov/about/office_org/field_offices/fdoj/).

4. The local requesting organization is responsible for the accurate completion of the form and conducting the event. The organization must consult with the event site authority. At no time should a contractor for an event complete this form. The information on this form must be typed or printed in ink, and is used to evaluate the event for compliance with public law and Department of Defense policies, and to determine its eligibility for Armed Forces participation. In all cases, military participation must not interfere with military operations and training programs, and must be at no additional cost to the U.S. Government. Requesters will consult with local military recruiters and provide, at no cost, prime space for recruiting activities in an area or location close to branch related static displays, branch related performance team and/or that allows for 60-90% of event foot traffic to pass by while traveling from entrance to viewing area. Department of Defense is unable to support events for which the request is intended to make a business profit. Events which have an admission charge, or other associated charges, do not necessarily preclude military participation. Military commands cannot participate in events which charge admission unless the military participation is incidental to the event, and not the primary attraction. Incomplete forms, or forms submitted late, cannot be considered and will be returned to the requester's representative.

5. **Flyover** requests will be considered for aviation-oriented events (*i.e., air shows, airport anniversaries or aviation related dedication events*), or for patriotic observances held in conjunction with Armed Forces Day, Memorial Day, Independence Day, POW/MIA Recognition Day, or Veterans Day (*event must be within seven days of the actual holiday date to be considered*). Flyovers are limited to aircraft formations of the providing Military Service policy. Sports events with a military appreciation theme will be considered on a case-by-case basis by the requested Military Service. **Requesters of events other than air shows and open houses are prohibited from scheduling more than one Service to conduct the flyover. Once a military organization confirms flyover support, requester must not notify any other Military Service requested so they will not participate in the same event.** The Blue Angels and Thunderbirds generally do not perform flyovers. Requests for flyovers must be received for processing at least 60 days prior to the event for full consideration by the Services. Requests received closer than 30 days will not allow adequate planning for some organizations to support. Complete Sections I-III and V-VII, and forward the form to the nearest Flight Standards District Office (FSDO) for completion of Section IV. The Missing Man Formation is generally reserved for select national military observances that are solemn and commemorative in nature, or for military funeral services as determined by the Military Services' individual policies.

6. Requests for aircraft static displays will only be considered for air shows, airport events, expositions and fairs, and public events which contribute to the public knowledge of Armed Forces equipment and capabilities (*including recruiting and ROTC events*). Complete Sections I-III and V-VII (*Section IV is not applicable when requesting static displays only*). Requests must be made from the requesting organization in accordance with each Military Service's policy in paragraph 10 of these instructions. The requester must satisfy all safety and operational requirements for the requested aircraft. Requests received closer than 60 days (*90 days for Marine Corps support*) will not allow adequate planning for some organizations to support.

7. Civilian-sponsored requests for performances by a flight demonstration team (*Blue Angels and Thunderbirds*) will be considered only for events which are: (1) aviation oriented (*e.g., air shows, airport events, historical aviation events*); (2) planning civilian aviation participation; (3) open to all Military Services for participation, and (4) held during the air show season (*mid-March to mid-November*). A partial reimbursement cost (lodging and meals) per official demonstration (including any performance where admission is charged to view a team) is payable by non-military requesters as indicated in the team support manual. Appearances on a military installation or requested by a military organization will only be approved in support of an official installation "open house" program (*no admission charge/entrance fee*). All event requesters are required to comply with all aspects of the team support manual, as applicable. Requests for the U.S. Navy Blue Angels and Thunderbirds must be received by July 1 of the year that is two years preceding the year of the event. Complete Sections I-III and V-VII, and forward the form to the nearest FAA Flight Standards District Office (FSDO) for completion of

7. (*Continued*) Section IV before submitting to each service individually per the instructions listed in number ten of this page. The schedules will be released in December two years prior to the season. Subsequent to public release of the schedules, teams will be rescheduled if a scheduled event is cancelled, the original requesting organization is changed, or the original event site is changed. Previously validated requests will automatically be reconsidered.

NOTE: Several of the aerial demonstrations (*teams and single-ship*) and other aircraft participating in events, have runway length, arresting gear, and other ground support requirements that must be provided by the event organizer. Refer to Military Service-specific support manuals for details before requesting support. Military Services should provide arresting gear, ground support equipment, and security support (as applicable) to civilian air shows supporting approved DoD jet or single-ship demonstration team performances, static display aircraft, etc. This support ensures the safety and security of the performing military teams. Arresting gear support should be requested and coordinated between the air show point of contact and the major commands that provide mobile arresting gear in accordance with the applicable policies of the Military Department being asked to provide the equipment. Funding the transportation of arresting gear, installation, removal, and ground support equipment will be the responsibility of the air show.

8. Requests for single aircraft demonstrations (*e.g., F-22, F-18, Harrier*) will be considered for events as described in paragraph 7 (1) through (4) above. Army single aircraft demonstrations must be received for processing at least 60 days prior to the event. Air Force single aircraft demonstration requests are due July 1 of the year prior to the event with the schedule announced for the following year in December. Navy single aircraft demonstration requests must be received by July 1 of the year preceding the year of the event. USMC Harrier AV-8B, Osprey MV-22, and Lightning II F-35B demonstration or static display requests must be received by August 26 of the year preceding the year of the event. The Harrier demonstration can only be performed over a prepared hard surface or open water. (*Scheduled Harrier events will receive two aircraft, one for demonstration and one for static display. Fifty gallons of distilled water must be provided for each Harrier demonstration.*) Meals, lodging, and transportation for the aircrews must be provided by the requester. Social media coverage, at a minimum, is expected for all flyovers and static displays. Each Service will provide social media hashtags and handles to be used.

9. Civilian-sponsored requests for the U.S. Army parachute team, the "Golden Knights," are considered for events open to the public such as air shows, sporting events, fairs, and other outdoor events that help connect the public with America's Army and enhance the U.S. Army's marketing and engagement efforts. Appearances on military installations are only approved in support of official "open house" programs. All requesters, military and civilian, must provide vehicles, hotel rooms, and a daily show fee. The show fee must be received 60 days before the event or it will be cancelled. Contact the Golden Knights for the current year's support manual which includes the most up-to-date information on support requirements and current show fee. The Golden Knights' show schedule is released in mid-January approximately 30 days after the International Council of Air Shows (ICAS) convention. After the official schedule is released, the Golden Knights consider additional performances if the event is requested at least 60 days prior to the event and there is a team available. In the event of a cancellation, previously submitted requests are automatically considered. The show requester completes Section I, II, III, V, and VII of this form and forwards the form to the nearest FAA Flight Standards District Office (FSDO) for completion of Section IV. Please send the completed form to the contact listed below.

10. All Air Force requests must be made via the Air Force Aerial Events Website, <https://www.airshows.pa.hq.af.mil>. For Army, Navy or Marine Corps support, requester must complete the DD Form 2535 and follow the submission instructions as noted below. Additional DD Forms 2535 may be obtained through the office(s) listed below, through the nearest military installation public affairs office, or on the Internet at [https://www.esd.whs.mil/Directives/forms/dd2500\\_2999/](https://www.esd.whs.mil/Directives/forms/dd2500_2999/). **For legibility reasons, event requesters are highly encouraged to fill out applicable information on-line prior to printing form out.**

### ARMY:

Community Relations Division  
HQDA, Office of the Chief, Public Affairs  
1500 Army Pentagon, Room 1D470  
Washington, DC 20310-1500  
[usarmyoutreach@army.mil](mailto:usarmyoutreach@army.mil)  
[www.army.mil/comrel](http://www.army.mil/comrel)

U.S. Army Parachute Team  
Attn: Show Scheduler  
P.O. Box 73712  
Fort Bragg, NC 28307-0126  
(910) 907-3025 (fax)  
[usarmy.knox.hqda.list.apt.show@mail.mil](mailto:usarmy.knox.hqda.list.apt.show@mail.mil)

For instructions on how to request Army assets, please visit:  
[www.army.mil/comrel/assetrequests](http://www.army.mil/comrel/assetrequests)

### MARINE CORPS:

For instructions on how to request Marine Corps assets, please visit  
[www.marines.mil/community](http://www.marines.mil/community)  
(703) 614-1034 (voice)  
Submit completed forms via email to  
[hqmc.comrel@usmc.mil](mailto:hqmc.comrel@usmc.mil)

### NAVY:

Navy Office of Community Outreach  
Attn: Aviation Support  
5722 Integrity Drive, Bldg 456-3  
Millington, TN 38054  
(901) 874-5803 (voice)  
Submit completed forms via email at  
[aviationsupport@navy.mil](mailto:aviationsupport@navy.mil)  
[www.outreach.navy.mil](http://www.outreach.navy.mil)

### AIR FORCE:

Office of the Secretary of the Air Force  
Office of Public Affairs (SAF/PA)  
1690 Air Force Pentagon  
Washington, DC 20330  
(703) 695-9664 (voice)  
[aerialevents@us.af.mil](mailto:aerialevents@us.af.mil)  
Submit request online at  
[www.airshows.pa.hq.af.mil](https://www.airshows.pa.hq.af.mil)

**REQUESTER: PLEASE RETAIN A COPY OF THIS FORM FOR FUTURE REFERENCE.**





# 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



Date: [To be filled in upon approval]

To Whom It May Concern,

On behalf of the Inyo County Board of Supervisors, we are proud to offer our full support for the 2025 “Overlanding for Warriors” Veterans Tribute Event, to be held November 7–10, 2025 at Diaz Lake near Lone Pine, California.

This community event brings together hundreds of patriotic Americans and veterans from across the region for a weekend of remembrance, gratitude, and camaraderie. Organized in collaboration with the Wounded Warrior Project, the event raises funds and awareness for injured veterans while honoring their service with heartfelt tributes and meaningful connections.

As part of this effort, we understand the organizer is seeking Department of Defense approval for a military flyover to occur during the event. We strongly support this request and believe such a flyover would be an inspiring and fitting tribute to the brave men and women who have served our country.

The County of Inyo proudly stands behind this event and its mission, and we welcome the opportunity to see this unique show of support in our skies above Lone Pine. Should any additional documentation or assistance be required to help facilitate this request, our office is happy to assist.

Sincerely,

Scott Marcellin  
Chairperson  
Inyo County Board of Supervisors



# INYO COUNTY BOARD OF SUPERVISORS

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COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 24, 2025

Reference ID:  
2025-446

### Amendment No. 2 to the Cost Sharing Agreement for the Provision of 911 Ambulance Services in the Greater Bishop Operating Area

County Administrator

ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

#### RECOMMENDED ACTION:

Approve agreement between County of Inyo, City of Bishop, and Bishop Paiute Tribe for purpose of cost sharing of the financial support for continuity of 911 Emergency Medical Services in the Bishop Operating Area for the period between July 1, 2025 and June 30, 2026.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Access to effective and reliable Emergency Medical Services (EMS) is a [Strategic Priority](#) in the 2024 Inyo County Strategic Plan, has been a topic of concern for many years, and relatively recent developments established EMS as a local matter of critical concern.

The majority of the County relies on volunteer Emergency Medical Technicians (EMTs), working under local fire departments, to deliver Basic Life Support (BLS) service. In the greater Bishop area, a private ambulance company has delivered these services for the last several decades, with Symons Ambulance providing Advanced Life Support (ALS) service since 1989 under an Exclusive Operating Area (EOA) contract.

On January 22, 2023, Inyo County and the Inland Counties Emergency Management Agency (ICEMA - who regulates EMS services throughout Inyo County) received a contract termination notice from Symons Ambulance indicating that they would be ending service in 90 days - April 22, 2023. Since that time, Inyo County and the City of Bishop have been working collaboratively to ensure the continuity of EMS service in the greater Bishop area.

Inyo County Department of Health & Human Services (HHS) released a Request for Proposals (RFP) for Interim 911 EMS Ambulance Service on March 10, 2023. After reviewing the two valid responses received, on March 28, 2023, the County and City decided to award a contract to Coast 2 Coast Public Safety (C2CPS). After a brief period of performance, C2CPS exited the Bishop Operating Area, requiring the County to effectively restart the above-stated process to retain a new provider.

After a competitive RFP process, Cal-Ore Life Flight LLC (DBA REACH/Sierra Life Flight) was selected as the new provider and a contract was entered into on July 23, 2023. In support of this service, Inyo

County, the Bishop Paiute Tribe, and City of Bishop jointly agreed to share the cost of the \$21,196 per month subsidy for this service, which has been operating successfully since that time.

The County, Tribe, and City all recognize this agreement as an interim step, effectively providing a bridge of time during which the agencies could work collectively to develop and release a RFP to reestablish the Exclusive Operating Area (EOA) as a long term solution. In parallel, the County has been working with Emergency Systems Consulting Inc. to study and provide recommendations to stabilize and improve EMS countywide. Unfortunately, more time is needed to effectuate either endeavor, which this agenda item intends to support.

It is worth noting that the County and City have been working collaboratively over the last year to further study the market and operating conditions in order to inform and create an effective EOA RFP. While the parties considered implementing an Alliance Model of contracting (with the City of Bishop serving as the responsible agency), the parties ultimately decided to work in partnership on the RFP process. It is anticipated that this process may be concluded near the end of 2025, though certain elements are out of the agency's control and depend on engagement from the State Emergency Medical Services Agency.

#### **FISCAL IMPACT:**

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	011404 and 087100
<b>Budgeted?</b>	Yes	<b>Object Code</b>	Various
<b>Recurrence</b>	Ongoing	<b>Sole Source?</b>	Yes

**If Sole Source, provide justification below**

#### **Current Fiscal Year Impact**

N/A

#### **Future Fiscal Year Impacts**

This item approves a cost-sharing agreement which will allow the County to realize up to \$112,846 in revenue. This will be matched with \$141,181 of County dollars to support the 911 ambulance service subsidy for the Bishop Operating Area.

#### **Additional Information**

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

The Board could choose not to approve the Cost Sharing Agreement, or suggest modifications to it. This is not recommended as the agreement is an amendment to the existing and previously negotiated agreement without any changes to terms (other than dates). Without this agreement, Inyo County would not receive any revenue to offset the cost of the REACH subsidy during the period of this agreement. Further, any changes to this agreement would require secondary approvals by the other governing bodies, for which there may not be adequate time to obtain.

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

Bishop Paiute Tribe; City of Bishop

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

**High Quality Services I** Public Safety and Emergency Response

#### **APPROVALS:**

Nate Greenberg	Created/Initiated - 6/13/2025
Darcy Israel	Approved - 6/16/2025
Keri Oney	Approved - 6/16/2025
John Vallejo	Approved - 6/16/2025

Amy Shepherd  
Nate Greenberg

Approved - 6/16/2025  
Final Approval - 6/17/2025

**ATTACHMENTS:**

1. Cost Share Agreement - 2nd Amendment
2. Cost Share Agreement - 1st Amendment
3. Cost Share Agreement

**AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO  
THE BISHOP PAIUTE TRIBE, AND CITY OF BISHOP  
FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES COST SHARING**

WHEREAS, the County of Inyo (hereinafter referred to as "County") the Bishop Paiute Tribe, and City of Bishop (hereinafter referred to as "Parties"), have entered into an Agreement for the Provision of Emergency Medical Services Cost Sharing dated November 7, 2023, for the term from July 1, 2023 to December 31, 2024.

WHEREAS, the Parties previously amended the Agreement to extend the term and additional cost sharing provided for in the original Agreement through June 30, 2025; and

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2.e shall be added to the Agreement as follows:

**"e. Shared Costs Beginning 07/01/2025.** The County of Inyo will incur additional EMS services costs for the greater Bishop, CA beginning July 1, 2025, for a maximum amount of two hundred and fifty-four thousand and twenty-eight dollars (\$254,028), through June 30, 2026.

- i. County of Inyo. The County shall contribute a maximum of one hundred and forty-one thousand, one hundred and eighty-one dollars (\$141,181) toward the cost of the EMS Agreement for this period.
- ii. City of Bishop. The City shall contribute a maximum of seventy five thousand and one hundred and seventy-two dollars (\$75,172) toward the cost the EMS Agreement for this period.
- iii. Bishop Paiute Tribe. The Tribe shall contribute a maximum of thirty seven thousand, six hundred and seventy-four dollars (\$37,674) toward the cost of the EMS Agreement for this period.

**COST SHARING METHODOLOGY**

Entity	Geography	Population Total	Population %	County Share
City of Bishop	City Limits	3,831	29.59%	\$ 75,172
Bishop Paiute Reservation	Tribal Boundary	1,920	14.83%	\$ 37,674
Inyo County	Surrounding Greater Bishop Area	7,195	55.58%	\$ 141,181
<b>Total</b>		<b>12,946</b>		<b>\$ 254,028</b>

2. Paragraph 3.b of the Agreement shall be amended by adding the following sentence to the end of the paragraph previously amended by Amendment 1 to the Agreement:

"Should the cost of EMS Services provided for in the second amendment to the agreement, including the cost of the EMS Agreement, ultimately be less than the anticipated \$254,028, due to an earlier entry into the EMS

Agreement, an early termination of the EMS Agreement, or otherwise, the cost share of each Party to this Agreement shall be reduced proportionately.”

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_ DAY OF June, 2025

**COUNTY OF INYO**

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

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

**BISHOP PAIUTE TRIBE**

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

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

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

**CITY OF BISHOP**

By: Deston Dishion  
Signature

Deston Dishion  
Type or Print

Dated: 06/12/25

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo  
John-Carl Vallejo (Jun 16, 2025 11:06 PDT)

County Counsel

Agreement, an early termination of the EMS Agreement, or otherwise, the cost share of each Party to this Agreement shall be reduced proportionately.”

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF June, 2025

**COUNTY OF INYO**

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

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

**BISHOP PAIUTE TRIBE**

By: Steven Orihuela  
Signature

Steven Orihuela  
Type or Print

Dated: 6/2/25

**CITY OF BISHOP**

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

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

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

APPROVED AS TO FORM AND LEGALITY:

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



**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO  
THE BISHOP PAIUTE TRIBE, AND CITY OF BISHOP  
FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES COST SHARING**

WHEREAS, the County of Inyo (hereinafter referred to as "County") the Bishop Paiute Tribe, and City of Bishop (hereinafter referred to as "Parties"), have entered into an Agreement for the Provision of Emergency Medical Services Cost Sharing dated November 7, 2023, on County of Inyo Standard Contract No. \_\_\_\_\_, for the term from July 1, 2023 to December 31, 2024.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2.d shall be added to the Agreement as follows:

**"d. Shared Costs Beginning 01/01/2025.** The County of Inyo will incur additional EMS services costs for the greater Bishop, CA beginning January 1, 2025, for a maximum amount of one hundred twenty-seven thousand and fourteen dollars (\$127,014), through June 30, 2025.

- i. County of Inyo. The County shall contribute a maximum of seventy thousand five hundred ninety dollars (\$70,590) to EMS services from January 1, 2025, through June 30, 2025, toward the cost of the EMS Agreement.
- ii. City of Bishop. The City shall contribute a maximum of thirty-seven thousand five hundred eighty-six dollars (\$37,586) toward the cost the EMS Agreement.
- iii. Bishop Paiute Tribe. The Tribe shall contribute a maximum of eighteen thousand eight hundred and thirty-seven dollars (\$18,837) toward the cost of the EMS Agreement.

**COST SHARING METHODOLOGY**

Entity	Population Total	Population %	Thru. 12/31/24	1/1/25 - 6/30/25
City of Bishop	3,831	29.59%	\$ 102,151	\$ 37,586
Bishop Paiute Reservation	1,920	14.83%	\$ 51,196	\$ 18,837
County of Inyo	7,195	55.58%	\$ 191,850	\$ 70,590
<b>Total</b>	<b>12,946</b>		<b>\$ 345,197</b>	<b>\$ 127,014</b>

”

2. Paragraph 3.b of the Agreement shall be amended by adding the following sentence to the end of the paragraph:

“Should the cost of EMS Services provided for in the first amendment to the agreement, including the cost of the EMS Agreement, ultimately be less than the anticipated \$127,014, due to a later entry into the EMS Agreement, an early termination of the EMS Agreement, or otherwise, the cost share of each Party to this Agreement shall be reduced proportionately.”

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
5<sup>th</sup> DAY OF November, 2024

**COUNTY OF INYO**

By: 

Dated: 12/03/2024

**BISHOP PAIUTE TRIBE**

By: Joseph Byrd  
Joseph Byrd (Nov 15, 2024 09:36 PST)  
Signature

**Joseph Byrd**

Type or Print

Dated: 11/15/2024

**CITY OF BISHOP**

By: Deston Dishion  
Deston Dishion (Nov 15, 2024 08:13 PST)  
Signature

**Deston Dishion**

Type or Print

Dated: 11/15/2024

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo  
John-Carl Vallejo (Nov 13, 2024 16:44 PST)  
County Counsel

## **COST SHARE AGREEMENT FOR EMERGENCY MEDICAL SERVICES CONTRACT**

This Cost Share Agreement ("Agreement") is entered into as of Nov. 7, 2023, ("Effective Date") by and among the County of Inyo ("Inyo"), the City of Bishop ("Bishop"), and the Bishop Paiute Tribe ("Tribe"), for the purpose of allocating costs associated with emergency medical services provided to the greater Bishop, California area. The County, the City, and the Tribe are collectively referred to as the "Parties" for purpose of this Agreement.

### **RECITALS**

1. Inyo historically arranged for emergency medical services ("EMS") for the greater Bishop, CA area through the Inland Counties Emergency Medical Agency ("ICEMA") joint powers authority exclusive operating area ("EOA") non-financial agreements with a private provider.
2. In April, 2023, the most recent EOA EMS provider terminated its agreement to provide EMS services.
3. Since the termination of that agreement, Inyo and other local agencies initiated a process to establish a new EOA EMS agreement.
4. While that process is ongoing, the County entered into non-EOA EMS agreements with EMS providers in order to ensure continued EMS coverage in the greater Bishop area. The non-EOA EMS agreements since July, 2023, to date, have included a subsidy from the County to the EMS provider.
5. The Parties to this Agreement desire for the provision of advanced life support and additional EMS services for the greater Bishop, California area as set forth in the attached draft agreement between Inyo County and Cal-Ore Life Flight LLC ("EMS Provider"), or services substantially equivalent thereto (the "EMS Agreement").
6. Inyo shall be responsible for paying the EMS Provider under the EMS Agreement and it is the intention of the parties to this separate Agreement to provide for each party's respective share of the total payment the EMS Provider shall receive under the EMS Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **Recitals.** The above recitals are adopted by the Parties as if fully set forth herein.
2. **Shared Costs.** The County of Inyo incurred EMS services costs for the greater Bishop, CA area since July, 2023, and intends to enter into the EMS Agreement, for a maximum cost of three hundred forty-five thousand, one hundred ninety seven dollars (\$345,197), through December 31, 2024.

- a. County of Inyo. The County shall contribute a maximum of one hundred ninety-one, eight hundred and fifty dollars (\$191,850) to EMS services from July 2023 through December 31, 2024, including the cost of the EMS Agreement.
- b. City of Bishop. The City shall contribute a maximum of one hundred two thousand one hundred and fifty-one dollars (\$102,151) to the EMS Agreement.
- c. Bishop Paiute Tribe. The Tribe shall contribute a maximum of fifty one thousand, one hundred and ninety-six dollars (\$51,196) to the costs of the EMS Agreement.

**3. Payment of Funds.**

- a. The City and the Tribe shall pay to the County their respective share of costs, on a quarterly basis (January 1, April 1, July 1, October 1) with the first payment being made within 30 days after the County provides written notice to the City and the Tribe that it has entered into the EMS Agreement. Such payment shall be made to:

Inyo County  
PO Drawer N  
Independence, CA 93526  
Attn: Denelle Carrington

- b. Should the cost of EMS Services, including the cost of the EMS Agreement, ultimately be less than the anticipated \$345,197, due to a later entry into the EMS Agreement, an early termination of the EMS Agreement, or otherwise, the cost share of each Party to this Agreement shall be reduced proportionately.
- c. Should another source of funding contribute to the cost of the EMS Agreement, the share of the Parties shall be reduced accordingly and proportionately.

- 4. **Status of Parties.** All acts of the parties to this agreement, their 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 any other party. Each party to this Agreement, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of any other party to the agreement.
- 5. **Hold Harmless.** Each party to this Agreement shall hold each other harmless, defend and indemnify all other parties to the Agreement and their 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 said party's performance of work hereunder to the extent such loss or damages which was caused by the negligence or willful misconduct of the party.
- 6. **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.
- 7. **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:

a. County of Inyo:  
County Administrator  
PO Drawer N  
Independence, CA 93526  
(760) 878-0292

b. City of Bishop:  
City Administrator  
377 West Line Street  
Bishop, CA 93514  
(760) 873-5863

c. Bishop Paiute Tribe:  
Chief Executive Officer  
50 Tu Su Lane  
Bishop, CA 93514  
(760) 873-3584

8. **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.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
7th DAY OF November, 2023.

COUNTY OF INYO

By: 

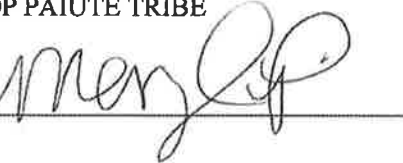
Nate Greenberg  
Type or Print Name

CITY OF BISHOP

By: 

Deston Dishion  
Type or Print Name

BISHOP PAIUTE TRIBE

By: 

Meryl Picard, Tribal Chairwoman  
Type or Print Name



# 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

June 24, 2025

Reference ID:  
2025-459

### Budget Amendment in the Animal Control Budget Sheriff ACTION REQUIRED

#### ITEM SUBMITTED BY

Lauri Harner, Administrative Analyst II

#### ITEM PRESENTED BY

Stephanie Rennie, Sheriff

#### RECOMMENDED ACTION:

- A) Amend the Fiscal Year 2024-2025 Animal Control Budget #023900 as follows: increase appropriation in Motor Pool Object Code #5333 by \$30,000 *(4/5ths vote required)*; and  
B) Amend the Fiscal Year 2024-2025 Jail - General Budget #022900 as follows: decrease appropriation in Salaried Employees Object Code #5001 by \$30,000. *(4/5ths vote required)*.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Motor Pool costs are typically billed one to two months in arrears. During the most recent Third Quarter Review the object code appeared sufficient to get through the end of the year. However, the Animal Control staff have had to drive out to the most southern end of the county several times recently to address some complaints and animal safety concerns. There will be a couple more of these scheduled trips that will increase the expenses further, and this action will make sure there is sufficient appropriation to cover the costs.

There is sufficient savings in the Jail-General Budget to cover this change in appropriation from one budget to another within the Sheriff's Department, and will also not change the Net County Cost overall in the Sheriff's Department.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	023900 and 022900
<b>Budgeted?</b>	Yes, with this budget amendment	<b>Object Code</b>	5333 and 5001
<b>Recurrence</b>	Ongoing Expenditure	<b>Sole Source?</b>	N/A

If Sole Source, provide justification below

N/A

#### Current Fiscal Year Impact

Up to \$30,000 for the remainder of the fiscal year

#### Future Fiscal Year Impacts

Staff will analyze the costs for the future budget years.

#### Additional Information

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

Your Board could choose to not approve the budget amendment. This is not recommended, as there is not currently sufficient appropriation to get through the end of the year.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Administration and Auditor-Controller

**STRATEGIC PLAN ALIGNMENT:**

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

**High Quality Services** | Public Safety and Emergency Response

**APPROVALS:**

Denelle Carrington	Created/Initiated - 6/4/2025
Darcy Israel	Approved - 6/4/2025
Lauri Harner	Approved - 6/4/2025
Denelle Carrington	Approved - 6/4/2025
Stephanie Rennie	Approved - 6/4/2025
Keri Oney	Approved - 6/9/2025
John Vallejo	Approved - 6/10/2025
Amy Shepherd	Approved - 6/11/2025
Nate Greenberg	Final Approval - 6/13/2025

**ATTACHMENTS:**





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 24, 2025

Reference ID:  
2025-468

### Personal Services Contract - Senior Deputy District Attorney and Associated Resolution

#### County Administrator - Personnel

ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

#### ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

#### RECOMMENDED ACTION:

- A) Approve the contract between the County of Inyo and Brad Braaten for the provision of personal services as the Senior Deputy District Attorney at Grade 25, Step D, \$12,903.29 per month effective July 3, 2025, and authorize the Chairperson to sign;
- B) Direct staff to update the publicly available pay schedule accordingly; and
- C) Rescind Resolution No. 2025-16 and approve Resolution No. 2025-25 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 July 3, 2025, and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Senior Deputy District Attorney position became vacant following the promotion of the previous incumbent to Assistant District Attorney. An extensive recruitment process was conducted to identify a highly qualified candidate with the skills and experience necessary to support the prosecutorial and leadership functions of the office. Brad Braaten emerged as the top candidate, bringing a strong background in criminal prosecution, extensive experience working within a District Attorney's Office, and a demonstrated commitment to public service. Based on his qualifications and demonstrated expertise, we are requesting authorization to enter into a personal services contract with Brad Braaten to serve as the Senior Deputy District Attorney.

As part of the classification and compensation study, Evergreen Solutions, LLC conducted a review of positions throughout the County and made a recommendation to place the Senior Deputy District Attorney at Range 24 and the Assistant District Attorney at Range 26. Based on internal equity considerations, your Board decided to align the salary ranges of the Senior Deputy and Assistant District Attorney positions with their counterparts in the County Counsel's Office. While the salary range for the Assistant District Attorney was adjusted at the time the position was filled, the Senior Deputy District Attorney position was vacant, and the decision was made to wait until the position was filled before updating the resolution and salary schedule. The proposed Resolution 2025-24 updates the salary to reflect the revised salary range for the Senior Deputy District Attorney to Range 25 and ensures consistency across comparable classifications.

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	022400
<b>Budgeted?</b>	Yes	<b>Object Code</b>	Salary and Benefit object codes
<b>Recurrence</b>	Ongoing Expenditure	<b>Sole Source?</b>	N/A

If Sole Source, provide justification below

**Current Fiscal Year Impact**

Up to \$230,920 for the period between July 1, 2025 and June 30, 2026

**Future Fiscal Year Impacts**

Future costs will continue to be budgeted and are expected to increase based on step increases and negotiated COLA's

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

Your Board could choose not to approve this contract and re-negotiate the terms and conditions, or the Department could continue to recruit to fill the vacancy.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

**High Quality Services** - Quality County Employees

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

**APPROVALS:**

Keri Oney	Created/Initiated - 6/9/2025
Darcy Israel	Approved - 6/10/2025
Keri Oney	Approved - 6/11/2025
Denelle Carrington	Approved - 6/12/2025
John Vallejo	Approved - 6/13/2025
Amy Shepherd	Approved - 6/16/2025
Nate Greenberg	Final Approval - 6/17/2025

**ATTACHMENTS:**

1. Management Resolution No. 2025-25
2. B. Braaten Contract

RESOLUTION NO. 2025-25

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, SETTING CERTAIN SALARY AND/OR TERMS AND CONDITIONS OF EMPLOYMENT FOR MANAGEMENT EMPLOYEES EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO, WHICH SHALL SUPERSEDE ANY PRIOR RESOLUTIONS PERTAINING TO THAT SUBJECT TO THE EXTENT THEY ARE INCONSISTENT**

WHEREAS, the Board of Supervisors, pursuant to Government Code section 25300, shall prescribe the compensation of all county officers and shall provide for the number, compensation, tenure, appointment, and conditions of employment of all County employees; and

WHEREAS, there are Management employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to prescribe the compensation, tenure, appointment and/or conditions of employment for management employees, excluding, appointed officials and Board of Supervisors;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that the following classifications are deemed as Management and shall be subject to the salary and/or terms and conditions of employment set forth below:

ASSISTANT ASSESSOR
ASSISTANT AUDITOR-CONTROLLER
ASSISTANT CHIEF INFORMATION OFFICER
ASSISTANT CLERK-RECORDER
ASSISTANT COUNTY ADMINISTRATIVE OFFICER
ASSISTANT COUNTY COUNSEL
ASSISTANT DIRECTOR OF RISK MANAGEMENT
ASSISTANT DISTRICT ATTORNEY
ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR
ASSISTANT PERSONNEL DIRECTOR
ASSISTANT PUBLIC WORKS DIRECTOR
ASSISTANT TREASURER-TAX COLLECTOR
BROADBAND COORDINATOR
CHIEF INFORMATION OFFICER
DEPUTY CHIEF PROBATION OFFICER
DEPUTY COUNTY ADMINISTRATIVE OFFICER
EXECUTIVE DIRECTOR OF REGIONAL COORDINATION
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – BEHAVIORAL HEALTH
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – FISCAL OVERSIGHT AND SPECIAL OPERATIONS
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – PUBLIC ASSISTANCE AND AGING
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – PUBLIC HEALTH AND PREVENTION
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – SOCIAL AND PLACEMENT SERVICES

PUBLIC WORKS DEPUTY DIRECTOR – AIRPORTS
PUBLIC WORKS DEPUTY DIRECTOR – BUILDING AND GROUNDS
PUBLIC WORKS DEPUTY DIRECTOR – RECYCLING AND WASTE MANAGEMENT
PUBLIC WORKS DEPUTY DIRECTOR – ROADS
SENIOR DEPUTY COUNTY ADMINISTRATIVE OFFICER
SENIOR DEPUTY DISTRICT ATTORNEY
UNDERSHERIFF

## **ARTICLE 1. RECOGNITION**

The County of Inyo (hereinafter called the "County") has recognized employee bargaining units for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500, et seq. This Resolution applies to Management employees not represented by any employee bargaining unit. This Resolution applies to those positions listed above.

Persons in these positions are hereinafter referred to as "Management Employees."

## **ARTICLE 2. EFFECT OF PRIOR RESOLUTIONS**

This Resolution supersedes all prior Resolutions with regard to the Management Employees covered by this Resolution to the extent they are inconsistent herewith.

## **ARTICLE 3. NON-DISCRIMINATION**

**Section 1.** The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected bargaining unit activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

**Section 2.** Management Employees shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation.

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

## **ARTICLE 4. WORKDAY AND WORK WEEK**

The County-designated standard workweek begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday).

- a. The obligation of a Management Employee to perform the services and work required by his/her position within the County. The performance of these services and work will require a varied

schedule. In planning their work schedule, Management Employees will coordinate and make arrangements to fulfill the requirements of the services and work which are necessary.

- b. Employees on an eight-hour daily work schedule will generally work five consecutive days, with two consecutive days off.
- c. Management employees may be assigned, and/or may request that their Department Head recommend to the CAO to work an alternative work schedule.
  - Such alternative work schedules may include a “4/10s” schedule (four consecutive ten-hour workdays per County-designated standard workweek) A “4/10s” schedule shall consist of no more than forty (40) hours during the County-designated standard workweek, as applicable, which may be at hours other than traditionally scheduled for the assigned shift.
  - Such alternative work schedules may include a “9/80” schedule, where 80 hours are worked over 9 workdays during the County-designated pay period. A “9/80” schedule shall consist of no more than forty (40) hours during the County-designated alternative workweek. The designated workweek for a “9/80” schedule will be outlined and agreed upon in the Altered Work Schedule Request Form and must comply with all FLSA requirements.

As approved by the County Administrative Officer, in his/her sole discretion, other alternative schedules may be assigned or accepted upon request.

- d. The County Administrative Officer may in his/her discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.

## **ARTICLE 5. OVERTIME AND COMPENSATORY TIME**

Management Employees are FLSA Exempt employees and shall not be paid or provided compensatory time for overtime worked.

## **ARTICLE 6. STANDBY COMPENSATION**

The County shall extend to Management Employees requested by their department head to serve in an after-hours response capacity, the same Standby compensation as provided to members of the Inyo County Employees Association (ICEA). Any future adjustments to the Standby compensation for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

## **ARTICLE 7. SALARIES**

- a. Salaries: Management Employees shall be paid a monthly salary as set forth in below, and be

subject to the salary grades and steps as set forth in the publicly available pay schedule maintained by the County on its website, and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees. All salaries shall be adjusted annually on the first full pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March-to-March change in the BLS (Bureau of Labor Statistics) Riverside – San Bernardino – Ontario Price Index Urban Wage Earners and Clerical Workers. The COLA will be no less than 0% and no more than 4% of the Urban Wage Earners and Clerical Workers.

<b>TITLE</b>	<b>MONTHLY SALARY</b>
ASSISTANT ASSESSOR	\$9,678.41
ASSISTANT AUDITOR-CONTROLLER	\$9,678.41
ASSISTANT CHIEF INFORMATION OFFICER	\$11,764.16
ASSISTANT CLERK-RECORDER	\$8,778.60
ASSISTANT COUNTY ADMINISTRATIVE OFFICER	\$13,688.89
ASSISTANT COUNTY COUNSEL	\$14,937.17
ASSISTANT DIRECTOR OF RISK MANAGEMENT	\$11,764.16
ASSISTANT DISTRICT ATTORNEY	\$13,688.89
ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR	\$10,781.05
ASSISTANT PERSONNEL DIRECTOR	\$11,764.16
ASSISTANT PUBLIC WORKS DIRECTOR	\$11,261.88
ASSISTANT TREASURER-TAX COLLECTOR	\$9,579.11
BROADBAND COORDINATOR	\$17,026.22
CHIEF INFORMATION OFFICER	\$14,937.17
DEPUTY CHIEF PROBATION OFFICER	\$10,560.97
DEPUTY COUNTY ADMINISTRATIVE OFFICER	\$10,560.97
EXECUTIVE DIRECTOR OF REGIONAL COORDINATION	\$7,962.45
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – BEHAVIORAL HEALTH	\$8,869.60
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – FISCAL OVERSIGHT AND SPECIAL OPERATIONS	\$10,560.97
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – PUBLIC ASSISTANCE AND AGING	\$10,560.97
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – PUBLIC HEALTH AND PREVENTION	\$10,560.97
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – SOCIAL AND PLACEMENT SERVICES	\$10,560.97
PUBLIC WORKS DEPUTY DIRECTOR – AIRPORTS	\$10,560.97
PUBLIC WORKS DEPUTY DIRECTOR – BUILDING AND GROUNDS	\$10,560.97
PUBLIC WORKS DEPUTY DIRECTOR – RECYCLING AND WASTE MANAGEMENT	\$8,869.60
PUBLIC WORKS DEPUTY DIRECTOR – ROADS	\$10,560.97
SENIOR DEPUTY COUNTY ADMINISTRATIVE OFFICER	\$10,781.05
SENIOR DEPUTY DISTRICT ATTORNEY	\$12,903.29
UNDERSHERIFF	\$13,328.00

b. Longevity Pay: The County shall extend to Management Employees the same Longevity Pay as

provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Longevity Pay for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

- c. Bi-Weekly Pay period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

#### **ARTICLE 8. CLOTHING/UNIFORM ALLOWANCE**

The County shall extend to Management Employees, excluding the Undersheriff and Deputy Chief Probation Officer, a \$250.00 annual Clothing Allowance. Annual payments will be made at the time of this resolution's approval and subsequently during the first pay period in July each year. For newly hired Management Employees, the Clothing Allowance will be paid during their first pay period of employment and then in the first pay period of July in subsequent years. The Clothing Allowance is taxable as required by law and is not reportable as compensation to CalPERS.

The County shall extend to the Deputy Chief Probation Officer the same Uniform Allowance provided to members of the Inyo County Probation Peace Officers Association (ICPPOA). Any future changes or enhancements to Uniform Allowance for ICPPOA members shall automatically apply to the Deputy Chief Probation Officer on an equivalent basis, unless otherwise specified by the County.

#### **ARTICLE 9. INSURANCE/HEALTHCARE BENEFITS**

The County shall extend to Management Employees, excluding the Undersheriff and the Deputy Chief Probation Officer, the same Healthcare Benefits provided to members of the Inyo County Employee Association (ICEA). Any future changes or enhancements to Healthcare Benefits for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

The County shall extend to the Undersheriff the same Insurance Benefits provided to members of the Inyo County Law Enforcement Administrators Association (ICLEAA). Any future changes or enhancements to Insurance Benefits for ICLEAA members shall automatically apply to the Undersheriff on an equivalent basis, unless otherwise specified by the County.

The County shall extend to the Deputy Chief Probation Officer the same Insurance Benefits provided to members of the Inyo County Probation Peace Officers Association (ICPPOA). Any future changes or enhancements to Insurance Benefits for ICPPOA members shall automatically apply to the Deputy Chief Probation Officer on an equivalent basis, unless otherwise specified by the County.

#### **ARTICLE 10. FLEXIBLE BENEFIT PROGRAM**

The County shall extend to Management Employees the same Flexible Benefit Program as provided to members of the Inyo County Employees Association (ICEA). Any future changes or

enhancements to the Flexible Benefit Program for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

#### **ARTICLE 11. SHORT-TERM DISABILITY PROGRAM**

The County shall extend to Management Employees the same Short-Term Disability Program as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Short-Term Disability Program for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

#### **ARTICLE 12. DEFERRED COMPENSATION**

County will provide deferred compensation programs for Management Employees.

#### **ARTICLE 13. SICK LEAVE**

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- b. Any employee who retires from the County may donate sick leave to an available sick leave bank, without complying with any donation limits.
- c. Management Employees may donate directly to an employee. Management Employees may only donate 80 hours per calendar year.

#### **ARTICLE 14. VACATION LEAVE**

The County shall extend to the Management Employees, the same Vacation Leave benefits as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Vacation Leave benefits for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

#### **ARTICLE 15. FLEXIBLE & ADMINISTRATIVE LEAVE**

The County shall extend to Management Employees the same Flexible Leave benefits as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Flexible Leave benefits for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

Management Employees are entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value. For the first fiscal year of a new employment



Agreement, Management Employees shall have the current balance of administrative hours, if any, roll over from their current position, and any other expiring leave shall be similarly rolled over. In no event shall Management Employees be entitled to more than eighty (80) paid administrative hours in any given year regardless of a change in position within, or a new contract with, the County. Paid administrative leave shall be prorated in a manner consistent with Flexible Leave benefits.

#### **ARTICLE 16. HOLIDAYS**

- a. The County shall extend to Management Employees, excluding the Undersheriff, the same Recognized Holiday as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Recognized Holiday for ICEA members shall automatically apply to Management Employee.
- b. Management Employees who work on a County Holiday shall not receive any additional pay, overtime, or compensatory time.

#### **ARTICLE 17. RETIREMENT PROVISIONS**

The County shall extend to Management Employees the same Retirement Provisions as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Retirement Provisions for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

#### **ARTICLE 18. PERSONNEL RULES**

The Personnel Rules are hereby incorporated by reference.

In the event of a conflict between the Personnel Rules and Articles of this Resolution, this Resolution shall prevail.

In the event of a conflict between the Personnel Rules and an employment agreement between the County and an employee covered by this Resolution, the employment agreement shall prevail.

In the event of a conflict between this Resolution and an employment agreement between the County and an employee covered by this Resolution, the employment agreement shall prevail.

#### **ARTICLE 19. EMPLOYEE ASSISTANCE PROGRAM**

The County will provide an Employee Assistance Program.

#### **ARTICLE 20. PERFORMANCE EVALUATIONS**

The County shall extend to Management Employees the same Performance Evaluation procedures and criteria as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Performance Evaluation processes for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

#### **ARTICLE 21. DRUG-FREE WORKPLACE / DOT DRUG TESTING POLICY**

The County will enforce its Alcohol and Drug Abuse policy.

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

#### **ARTICLE 22. EMPLOYEE TRAINING AND TUITION ASSISTANCE PROGRAM POLICY**

The County shall extend to Management Employees the same Employee Training and Tuition Assistance benefits as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Employee Training and Tuition Assistance Program for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

#### **ARTICLE 23. SMOKING**

There shall be no smoking, vaping, or chewing of tobacco in any County facility, or County vehicle. Smoking or vaping on County property shall only be allowed in designated smoking areas.

#### **ARTICLE 24. MISTAKEN OVERPAYMENT**

In the event of an overpayment due to any mistake or inadvertence, the County shall apply the same process for the recovery of the overpayment to Management Employees as is provided to members of the Inyo County Employees Association (ICEA). Any future changes or adjustments to the procedure for handling mistaken overpayments for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

#### **ARTICLE 25. EMERGENCY WAIVER**

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Resolution, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the affected Management Employees may meet with the County regarding

the impact caused by the suspension of these provisions of this Resolution or any Personnel Rules and Policies.

**ARTICLE 26. SEPARABILITY**

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

This Resolution shall be in full force and effect from now, until amended or rescinded.

PASSED AND ADOPTED this 24<sup>th</sup> day of June 2025, by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Scott Marcellin, Chairperson, Inyo County Board of Supervisors

Attest: Nate Greenberg  
Clerk of the Board

BY: \_\_\_\_\_  
Darcy Ellis, Assistant Clerk of the Board

**AGREEMENT BETWEEN COUNTY OF INYO  
AND BRAD BRAATEN  
FOR THE PROVISION OF PERSONAL SERVICES  
AS SENIOR DEPUTY DISTRICT ATTORNEY**

**INTRODUCTION**

WHEREAS, Brad Braaten (hereinafter referred to as "Deputy") has been or will be duly appointed as Senior Deputy District Attorney for Inyo County; and

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

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Deputy hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

Deputy shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

**2. ADMINISTRATION OF CONTRACT.**

Deputy will report directly to and shall work under the direction of the District Attorney. As the County's Personnel Director, the County Administrative Officer will administer this contract.

**3. TERM.**

The term of this Agreement shall be from July 3, 2025 until terminated as provided below.

**4. CONSIDERATION.**

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

B. Travel and Per Diem. Deputy shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Deputy may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible for mileage reimbursement if Deputy receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

D. Manner of Payment. Deputy will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Deputy by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

## **5. WORK SCHEDULE.**

Deputy's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Deputy that the performance of these services and work will require a varied schedule. Deputy, in arranging their schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

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

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy to provide the services and work described in Attachment A must be procured by Deputy and be valid at the time Deputy enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy\_ must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Deputy will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Deputy and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

## **7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

County shall provide Deputy with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy to provide the services identified in Attachment A to this Agreement.

## **8. COUNTY PROPERTY.**

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy will use reasonable care to protect, safeguard and maintain such items while they are in Deputy's possession.

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

## **9. WORKERS' COMPENSATION.**

County shall provide workers' compensation coverage to Deputy for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Deputy for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

**10. DEFENSE AND INDEMNIFICATION.**

In the event the Deputy is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Deputy harmless from any and all liability arising from such acts as required by law.

**11. TERMINATION AND DISCIPLINE.**

Deputy's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy ninety (90) days written notice of such intent to terminate. Deputy may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

**12. ASSIGNMENT.**

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

**13. NONDISCRIMINATION.**

Deputy agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

**14. CONFIDENTIALITY.**

Deputy agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy only as allowed by law.

**15. CONFLICTS.**

Deputy agrees that Deputy has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Deputy agrees to complete and file appropriate conflict of interest statements.

**16. POST AGREEMENT COVENANT.**

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

**17. AMENDMENT.**

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

**18. NOTICE.**

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

**County of Inyo**

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

**Deputy**

Brad Braaten	Name
On File	Mailing Address
On File	City and State

**19. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND BRAD BRAATEN  
FOR THE PROVISION OF PERSONAL SERVICES  
AS SENIOR DEPUTY DISTRICT ATTORNEY**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
24<sup>th</sup> DAY OF JUNE 2025.

**COUNTY OF INYO**

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

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

**DEPUTY**

By: **Brad Braaten**  
\_\_\_\_\_  
Print or Type Name

*Brad Braaten*  
\_\_\_\_\_  
Signature

Dated: **06/12/2025**  
\_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

*John-Carl Vallejo*  
\_\_\_\_\_  
John-Carl Vallejo (Jun 12, 2025 18:02 PDT)  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

*Kortni Gordin*  
\_\_\_\_\_  
Kortni Gordin (Jun 12, 2025 14:32 PDT)  
County Auditor

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

*K. Oney*  
\_\_\_\_\_  
Personnel Services



**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND BRAD BRAATEN  
FOR THE PROVISION OF PERSONAL SERVICES  
AS SENIOR DEPUTY DISTRICT ATTORNEY**

**TERM:**

**FROM: JULY 3, 2025 TO: TERMINATION**

**SCOPE OF WORK:**

Upon commencing employment, Deputy shall perform the duties and responsibilities as identified in the job description for Deputy incorporated herein by this reference.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND BRAD BRAATEN  
FOR THE PROVISION OF PERSONAL SERVICES  
AS SENIOR DEPUTY DISTRICT ATTORNEY**

**TERM:**

**FROM: JULY 3, 2025 TO: TERMINATION**

**SCHEDULE OF FEES:**

1. After commencing employment, Deputy shall be compensated at Grade 25, Step D and be paid \$12,903.29 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The District Attorney will review Deputy's performance annually.
3. Except as otherwise provided in this contract, Deputy shall be compensated and receive benefits according to Inyo County Resolution Number 2025-25 or a successor resolution applicable to Management Employees.
4. County will provide a monthly motor vehicle allowance of \$500.00.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

**\\\ NOTHING FOLLOWS ///**