



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA

Board of Supervisors Room - County Administrative Center

224 North Edwards, Independence, California

REMOTE LOCATION: California State Association of Counties, 1100 K St., Ste. 101, Sacramento, CA 95814

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

REGULAR MEETING

August 19, 2025

8:30 A.M.

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

CLOSED SESSION

- 2) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich.
- 3) **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Water Director.

OPEN SESSION

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

- 10 A.M.**
- 4) Pledge of Allegiance**
 - 5) Report on Closed Session as Required by Law**
 - 6) Public Comment**
Comments may be time-limited
 - 7) County Department Reports**

CONSENT AGENDA

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

8) Agriculture Advisory Committee Appointments

Agricultural Commissioner | Nathan Reade

Recommended Action:

Reappoint the following individuals to the Agriculture Advisory Committee to three-year terms ending August 22, 2028: Tawni Thomson, representing the Bishop Chamber of Commerce; and Jeri Roen, representing the Business Community At-Large.

9) Approval of Minutes from the August 5 and August 6 Board of Supervisors Meetings

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:

Approve the minutes from the regular Board of Supervisors meeting of August 5, 2025 and the special meeting of August 6, 2025.

10) Environmental Services Contracts for Conditional Use Permits (CUP) 2025-01/Crystal Geyser Roxane (CGR) Grant Ranch and CUP 2025-05/CGR Grant Ranch

Planning Department | Cathreen Richards

Recommended Action:

- A) Approve the contract between the County of Inyo and Helix Environmental Planning, Inc. for the provision of environmental review and processing services for an Environmental Impact Report (EIR) for Conditional Use Permits 2025-01 and 2025-05/CGR Grant Ranch in an amount not to exceed \$475,652.00 for the period of August 5, 2025 through November 30, 2026, and authorize the Chairperson to sign; and
- B) Approve the contract between the County of Inyo and Crystal Geyser Roxane with the terms and payment provisions specified in the contract for the County to provide environmental review and processing services in the amount of \$545,872.40 related to the EIR for CUPs 2025-01 and

REGULAR AGENDA

11) Fiscal Year 2024-2025 Child Support Services Review

Child Support Services | Amy Weurdig, Courtney Bos
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

Receive a presentation regarding the Eastern Sierra Child Support Program.

12) Retroactive Approval of Emergency Purchase of Three Nutanix Nodes for Independence Data Center

County Administrator - Information Services | Abhilash Itharaju, Noam Shendar
5 minutes

Recommended Action:

- A) Declare Roundstone Solutions, Inc. of Orinda, CA, a sole-source provider of Nutanix nodes;
- B) Retroactively authorize a Purchase Order in an amount not to exceed \$102,782 plus freight (not to exceed \$1,000), payable to Roundstone Solutions, Inc. of Orinda, CA, for three (3) Nutanix NX-1175S-G9 (Single CPU nodes); and
- C) Retroactively authorize the County Administrative Officer's emergency purchase of Nutanix server for Independence data center.

13) Fiscal Year 2025-2026 Mental Health Plan Contract for Provision of Specialty Mental Health Services

Health & Human Services - Behavioral Health | Anna Scott
5 minutes

Recommended Action:

Ratify and approve the contract between the County of Inyo and the Department of Health Care Services (DHCS) of Sacramento, CA for the provision of Specialty Mental Health Services (SMHS) and Substance Use Disorder services for the period of July 1, 2025 through December 31, 2026, and authorize the Health & Human Services Director, in her role as interim County Mental Health Director, to sign the Standard Agreements and Contractor Certification Clauses via DocuSign.

11 A.M. 14) Public Hearing to Consider Zone Reclassification 2024-03/Big Pine Petroleum and General Plan Amendment 2024-03/Big Pine Petroleum

Planning Department | Cathreen Richards
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action:

- A) Receive presentation from staff on Zone Reclassification (ZR) 2024-03/Big Pine Petroleum and General Plan Amendment (GPA) 2024-03/Big Pine Petroleum ("Projects");
- B) Conduct a public hearing for the 8,957-square-foot parcel as depicted on Tentative Parcel Map 431 as Parcel 1, located at 190 N. Main Street, Big Pine (APN: 004-032-01), on the following actions:
 - A proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2024-03/Big Pine Petroleum and Amending the Zoning Map of the County of Inyo to Reflect This Reclassification;"
 - A proposed resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Certifying that the Provisions of the California Environmental Quality Act (CEQA) Have Been Met and Making Certain Findings with Respect to and Approving General Plan Amendment No. 2024-03/Big Pine Petroleum," changing the General Plan designation from Central Business District (CBD) to Residential Medium High (RMH) to best match the requested zoning and current land uses on the property;
- C) Approve the ordinance and resolution, and authorize the Chairperson to sign;
- D) Make all required findings pertaining to both projects as listed in the staff report; and
- E) Certify that both projects are exempt from the California Environmental Quality Act under the "General Rule" exemption (CEQA Guidelines Section 15061[b][3]) as there is no possibility of a significant effect on the environment.

15) Approval of Forthcoming Grants from the Federal Aviation Administration

Public Works | Ashley Helms
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

Authorize the County Administrative Officer to sign the forthcoming Federal Aviation Administration (FAA) Airport Improvement Program grants for the Runway 12-30 Runway Safety Area Project, the Replace Navigational Aid Project, the Commercial Service Terminal Environmental Assessment, and the Airport Equipment Storage Building Design.

16) Implementation of Automated License Plate Reader System

Sheriff | Shane Scott
5 minutes

Recommended Action:

Review Automated License Plate Reader (ALPR) policy and receive public comment on ALPR as required by California Civil Code 1798.90.55.

17) Side Letter with Inyo County Probation Peace Officer Association and the County of Inyo

County Administrator - Personnel | Keri Oney
2 minutes

Recommended Action:

Approve the Side Letter between the Inyo County Probation Peace Officer Association and the County of Inyo, effective August 28, 2025.

ADDITIONAL PUBLIC COMMENT & REPORTS

18) Public Comment

Comments may be time-limited

19) Board Member and Staff Reports

Receive updates on recent or upcoming meetings and projects

CORRESPONDENCE - INFORMATIONAL

20) Treasury Status Report for Quarter Ending June 30, 2025



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COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

August 19, 2025

Reference ID:
2025-557

Agriculture Advisory Committee Appointments Agricultural Commissioner ACTION REQUIRED

ITEM SUBMITTED BY

Nathan Reade, Ag Commissioner

ITEM PRESENTED BY

Nathan Reade, Ag Commissioner

RECOMMENDED ACTION:

Reappoint the following individuals to the Agriculture Advisory Committee to three-year terms ending August 22, 2028: Tawni Thomson, representing the Bishop Chamber of Commerce; and Jeri Roen, representing the Business Community At-Large.

BACKGROUND / SUMMARY / JUSTIFICATION:

In 2006, the Inyo County Board of Supervisors created an advisory committee to provide input and advice regarding agricultural matters in Inyo County. This Agriculture Advisory Committee includes seven members representing various stakeholders throughout Inyo County as well as several ex-officio members.

The list of members includes:

- Community Business at Large Representative
- Los Angeles Department of Water and Power Lessee Representative
- Inyo/Mono Farm Bureau President (Vacant)
- Inyo/Mono Cattleman's Association President
- Resource Conservation District Chair (Vacant)
- Tri-County Fair Representative or Board Chair (Vacant)
- Chamber of Commerce Representative

Ex-officio members include:

- Board of Supervisors Representative
- Los Angeles Department of Water and Power
- Bureau of Land Management
- Inyo National Forest
- Inyo County Sheriff's Office

The terms for the representative from a community business and Bishop Chamber of Commerce are

expiring in August, and we are asking your Board to reappoint the individuals currently serving in these two positions.

FISCAL IMPACT:

There are no fiscal impacts associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose not to approve the individuals proposed or suggest alternates. This is not recommended as each of them have been vetted and will serve as valuable members of the Committee.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Janice Jackson	Created/Initiated - 07/25/2025
Darcy Israel	Approved - 07/28/2025
Janice Jackson	Approved - 07/28/2025
Keri Oney	Approved - 08/05/2025
Nate Greenberg	Final Approval - 08/10/2025

ATTACHMENTS:

1. Tawni Thomson Signed Re-Appointment Request 2025
2. Jeri Roen Signed Re-Appointment Request 2025



COUNTIES OF INYO AND MONO



AGRICULTURE • WEIGHTS & MEASURES • OWENS VALLEY MOSQUITO ABATEMENT PROGRAM • EASTERN SIERRA WEED MANAGEMENT AREA
MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT • INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE

July 21, 2025

Re: Agriculture Advisory Board

Your term of Bishop Chamber of Commerce is nearing the end of its term on 8/22/2025.

Please sign below to confirm your interest to be re-appointed to the Bishop Chamber of Commerce position for a three-year term. If you are not able to serve, please recommend an alternate person on your behalf.

Tawni Thomson

Tawni Thomson



COUNTIES OF INYO AND MONO

AGRICULTURE • WEIGHTS & MEASURES • OWENS VALLEY MOSQUITO ABATEMENT PROGRAM • EASTERN SIERRA WEED MANAGEMENT
AREA
MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT • INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE

July 21, 2025

Re: Agriculture Advisory Board

Your *Business Community At-Large* term is ending on 8/22/2025.

Please sign below to confirm your interest in being re-appointed to the Business Community At-Large position for a three-year term. If you are not able to serve, please recommend an alternate person on your behalf.


Jeri Roen

jeri.roegi@cloud.com



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DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

August 19, 2025

Reference ID:
2025-581

Approval of Minutes from the August 5 and August 6 Board of Supervisors Meetings

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of August 5, 2025 and the special meeting of August 6, 2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Israel

Created/Initiated - 08/05/2025

Darcy Israel

Final Approval - 08/05/2025

ATTACHMENTS:

1. Draft August 5 Minutes
2. Draft August 6 Minutes

MINUTES



County of Inyo Board of Supervisors

August 5, 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 August 5, 2025, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Scott Marcellin, presiding, Will Wadelton, Jeff Griffiths, and Trina Orrill. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel. Absent: Jennifer Roeser.

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 except Supervisor Roeser 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 paragraph (1) of subdivision (d) of Government Code §54956.9** – Names of cases: *County of Inyo et al. v. Amerisourcebergen Drug Corporation et al* (National Prescription Opiate Litigation – Northern District of Ohio, MDL 2804); and *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.); and No. 4 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator.

Open Session

Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 10:15 a.m. with all Board members present except Supervisor Roeser, who was absent.

Report on Closed Session

County Counsel Vallejo 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

Supervisor Griffiths led the Pledge of Allegiance.

Introductions

The following new employees were introduced to Board:

- **Ag Commissioner:** Ag/Weights & Measures Inspector Harminder Singh Sran
- **Environmental Health:** Environmental Health Specialist Trainee Riley Anderson
- **Health and Human Services:** Prevention Specialist Miranda Morrison
- **Sheriff's Office:** Animal Shelter Assistant David Williams, Correctional Officer Joseph Rael, Deputy Michael Compito, and Deputy Erica Vanderveer.

Public Comment

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

County Department Reports

Public Works Director Mike Errante reported that the slurry seal project for Independence streets starts tomorrow and will continue for nine days, with work on Bishop streets following from August 19-26 and work at Diaz Lake happening August 27. He said staff and the contractors are attempting to provide residents' and stakeholders with as much notice as possible.

Chief Probation Officer Jeff Thomson said Probation is wrapping up another Youth Summer Escape Program this Friday with a barbecue at the juvenile hall in Independence. He explained that the program gives youth from throughout the county the opportunity to participate in a variety of activities and outings, such as cooking, gardening, arts and crafts, and visits to the Museum of Tolerance and L.A. Zoo.

HHS Director Anna Scott announced that August is Breastfeeding Awareness Month and in observance, Public Health and Prevention will have a "community baby shower" theme for this month's Life Night Event at the Consolidated Office Building.

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

Moved by Supervisor Griffiths and seconded by Supervisor Wadelton to approve the minutes from the regular Board of Supervisors meeting of July 22, 2025. Motion carried unanimously 4-0, with Supervisor Roeser absent.

***CAO-Emergency
Services –
Fire Hazard Severity
Zones Designation/
Ordinance 1322***

Moved by Supervisor Griffiths and seconded by Supervisor Wadelton to approve Ordinance 1322, titled, "An Ordinance of the Inyo County Board of Supervisors Designating Fire Hazard Severity Zones (FHSZ)." Motion carried unanimously 4-0, with Supervisor Roeser absent.

***Public Works –
Walker Creek Road
Bridge Project N.O.C.
& Reso. #2025-29***

Moved by Supervisor Griffiths and seconded by Supervisor Wadelton to approve Resolution No. 2025-29, 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 Walker Creek Road Bridge of the LADWP Aqueduct Project," and authorize the Chairperson to sign. Motion carried unanimously 4-0, with Supervisor Roeser absent.

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

Board members received a written report from Inyo County Film Commissioner Jesse Steele who also provided updates on filming activities.

***Health & Human
Services-
Health/Prevention –
MCAH Agreement***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to ratify and approve the Maternal Child and Adolescent Health (MCAH) Agreement No. 202514 between the County of Inyo and California Department of Public Health in the amount of \$144,849.19 in State and Federal reimbursement 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 MCAH Director and Chairperson to sign the Agreement Funding Application (AFA) Policy Compliance and Certification. Motion carried unanimously 4-0, with Supervisor Roeser absent.

***CAO-Emergency
Services –
2025 CALFIRE Wildlife
Prevention Grant***

Inyo County/ESCOG Wildfire Prevention Coordinator Kristen Pfeiler briefed the Board on the CALFIRE Wildfire Prevention grant program, requesting permission to submit applications. Moved by Supervisor Orrill and seconded by Supervisor Griffiths to:

- A) Authorize the submission of grant applications to the program; and
- B) Authorize the County Administrative Officer or designee to sign all necessary documents to submit the applications.

Motion carried unanimously 4-0, with Supervisor Roeser absent.

***CAO-Emergency
Services –
2025 Sierra Nevada
Conservancy Wildfire
and Forest Resilience
Grant***

Inyo County/ESCOG Wildfire Prevention Coordinator Kristen Pfeiler explained that she was no longer planning to submit a grant application to the Sierra Nevada Conservancy's (SNC) Wildfire Recovery and Forest Resilience Grant Program for riparian fuels reduction work near Lone Pine. She said she would instead be working with the Whitebark Institute, which plans to apply for the grant.

***Correspondence-
Action –
Inyo Council for the
Arts***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to grant the request to close Millpond Recreation Area to the public from 2 p.m. Thursday, September 18 through 12 p.m. Monday, September 22 to accommodate the 33rd Annual Millpond Music Festival. Motion carried unanimously 4-0, with Supervisor Roeser absent.

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 said he attended the recent Southern Inyo Airport Advisory Committee meeting and announced upcoming events such as the Inyo-Mono Night Out, Laws Museum's August 9 celebration of National Hobo Day, and the August 16 annual fundraiser for the Friends of the Mt. Whitney Fish Hatchery. He also announced that he just now received word from Independence Fire Chief Joe Cappello that the volunteer fire department had just been approved to provide Advance Life Saving EMS services starting this afternoon.

Supervisor Orrill reported that she hosted a community meeting on July 28 where representatives from Caltrans and Parks and Recreation Manager Daniel Briceno gave updates on their departments' respective projects. She also noted Laws will be holding a "hobo" celebration this weekend.

Supervisor Griffiths said he cooked at the United Methodist Church soup kitchen last Friday and reminded the public that anyone is welcome to come and enjoy a meal there. He reported conducting county visits in his capacity as the California State Association of Counties President, specifically Sierra and Trinity counties.

CAO Greenberg said the Budget Team has been working on the FY 25-26 Budget almost full-time, while he also continues onboarding new Emergency Services Manager Lisa Cox. He also gave a shout-out to Deputy CAO Meaghan McCamman and the rest of the team that organized a successful procurement workshop that drew an estimated 50 attendees.

Supervisor Marcellin thanked the Local Transportation Commission for finding money to rehabilitate the bike path on South Barlow Lane. He reported attending last night's Northern Inyo Airport Advisory Committee and splitting time between Supervisor Orrill's community meeting and the Bishop City Council meeting on July 28.

Assistant Clerk of the Board Israel reported that the Assessment Appeals Board created by the Board of Supervisors in December held its first business meeting last week and will be considering high-profile, high-value assessment appeals at two upcoming meetings on August 20 and September 11.

Adjournment

The Chairperson adjourned the meeting at 11:20 a.m. to 8:30 a.m. Tuesday, August 6, 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

August 6, 2025

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 9:05 a.m., on August 6, 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.

Pledge of Allegiance

Sheriff Rennie led the Pledge of Allegiance.

CAO – FY 25-26 Budget Workshop

CAO Greenberg, Assistant Director of Budget, thanked the Budget team – including new Budget Analyst Kelsey Gonzalez, as well as department heads and their individual budget teams – for their contributions.

Together with Assistant CAO Denelle Carrington and Auditor-Controller Amy Shepherd, Greenberg delivered a comprehensive presentation that walked attendees through the budget process. The overview highlighted the budget philosophy and outlined a detailed timeline for navigating the 2025–2026 Fiscal Year. The budget team identified budget priorities, addressed Board questions on unfunded liabilities and provided examples of funding sources previously used to offset costs.

CAO Greenberg provided information on new revenue opportunities, notably the Cannabis Trust Fund, which has grown to \$1.5 million and is tied to a moratorium set to expire soon. Agricultural Commissioner Nathan Reade noted that while current fees don't fully cover program costs, the trust fund continues to grow. Greenberg proposed increasing retailer rates, and County Counsel Vallejo clarified that the existing 5% rate – established in 2020 – can be raised by up to 2.5% annually, not to exceed 12.5%. Auditor-Controller Shepherd added that the discretionary nature of the fund allows for flexible use.

CAO Greenberg identified potential impacts from uncertain federal grants and previewed the OpenGov platform, which will generate the FY 2025–26 Budget Book, set for release on August 29. Assistant CAO Carrington expanded on preliminary report data, while Auditor-Controller Shepherd discussed the California Budget Act and emphasized the benefits of using a Fund Balance approach.

To address the projected \$4.5 million budget gap, CAO Greenberg and Auditor-Controller Shepherd outlined several *possible* approaches including: leveraging Cannabis Trust funds, implementing mid-year personnel reclassifications, utilizing projected salary savings, freezing vacant positions, reducing Grants in Support and Marketing contributions, scaling back contingency contributions, applying one-time funds, and exploring targeted cuts.

Additionally, Auditor-Controller Shepherd referenced the Government Finance Officer's Association's (GFOA), recommendation that governments reserve two months of General Fund operating costs which is \$15.56 million for Inyo, based on the prior year, and said that Inyo's current reserves total \$12.86 million, (including \$8.1 million in General Reserves and \$4.76 million in the Economic Stabilization Fund). Auditor-Controller Shepherd praised the Board's fiscal responsibility and foresight and noted the \$1.59 million contribution made in FY 2023–24.

Recess/Reconvene

CAO Greenberg asked if there were any questions or comments and with no one wishing to speak, Chairperson Marcellin recessed for a break at 10:22 a.m. and reconvened the workshop at 10:30 a.m. with all Board members present.

CAO –
FY 25-26
Budget Workshop
(continued)

Assistant Personnel Director Keri Oney presented an update on departmental initiatives affecting the County budget and highlighted the near completion of the Classification and Compensation Study with Evergreen Solutions. She emphasized the final phase – job description reviews – and discussed ongoing updates to Memorandums of Understanding (MOUs), including expiration timelines and labor negotiations. Assistant Personnel Director Oney also stressed the importance of following established policies for Personnel Change Requests to maintain budget alignment and position consistency.

Assistant Personnel Director Oney discussed departmental restructures in the District Attorney and Public Works offices, highlighting potential cost savings. She recommended deferring department-requested reclassifications to mid-year and provided a detailed list of those requests. Supervisor Roeser sought clarification on the necessity of these positions, prompting input from several department heads, including Ag Commissioner Reade, Clerk-Recorder Danielle Sexton, Sheriff Stephanie Rennie, Probation Chief Jeff Thomson, Environmental Health Director Jerry Oser, Health & Human Services Director Anna Scott, and Auditor-Controller Shepherd.

Board members acknowledged the need for further budget analysis and requested specific actions from staff including: Budget Team recommendations with justifications for deferred items, exploring alternative funding options, prioritizing reclassification requests submitted before the Evergreen study, and clarifying whether deferred reclassifications would automatically be implemented at mid-year.

CAO Greenberg thanked staff and underscored the importance of balancing individual departmental needs with a broader fiscal picture and said he will meet with departments to address ongoing concerns. Assistant Personnel Director Oney emphasized the importance of departmental and union input before finalizing Personnel recommendations and pending MOUs. Auditor-Controller Shepherd committed to providing a district-level breakdown of updated Transient Occupancy Tax District Improvement Funds to support transparency and informed decision-making.

Chief Probation Officer Thomson thanked the Board for the encouraged open dialogue, and the CAO reiterated the County's desire for a collaborative approach to budgeting, acknowledging the need for tough decision-making while also working to find a balance.

The CAO reviewed special project funding, stressing strategic use of one-time funds, grant match requirements, and the County's ability to execute projects. The presentation included a summary of current and anticipated grant opportunities and unfunded departmental requests, excluding facilities and parks.

Deputy CAO Meaghan McCamman introduced the proposed FY 2025–26 Deferred Maintenance Projects and detailed priorities and selection criteria. CAO Greenberg noted that the list is still being refined and will be finalized before coming back to the Board. He also highlighted \$800,000 in revenue from the joint occupancy agreement with the Superior Court, which helped to offset HVAC expenses and said that future revenue from this pool can be used as seed funding for future courthouse maintenance projects.

Supervisor Orrill urged prioritization of the ingress/egress study for community safety, requesting \$500,000 in Local Transportation Commission funds to support its continuation. Public Works Director Errante confirmed a kickoff meeting with Caltrans and shared plans to submit a resolution by September 14 to accept a \$197,000 grant with a \$227,000 County match. Staff were directed to prioritize the project and initiate stakeholder engagement.

Supervisor Roeser also questioned the Big Pine visioning process – clarified by Planning Director Richards as a community plan – and asked about the status of the Wildlife Services funding plan, with Inyo's share estimated at \$18,000, partially reimbursable via gas tax.

CAO Greenberg noted that many projects lack stable funding but promised a balanced recommendation by the September 9 Board meeting. Chairperson Marcellin concluded the workshop with thanks to all participants.

Adjournment

The Chairperson adjourned the meeting at 12:25 p.m. to 8:30 a.m. Tuesday, August 19, 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*

DRAFT



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

August 19, 2025

Reference ID:
2025-535

Environmental Services Contracts for Conditional Use Permits (CUP) 2025-01/Crystal Geyser Roxane (CGR) Grant Ranch and CUP 2025-05/CGR Grant Ranch

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

- A) Approve the contract between the County of Inyo and Helix Environmental Planning, Inc. for the provision of environmental review and processing services for an Environmental Impact Report (EIR) for Conditional Use Permits 2025-01 and 2025-05/CGR Grant Ranch in an amount not to exceed \$475,652.00 for the period of August 5, 2025 through November 30, 2026, and authorize the Chairperson to sign; and
- B) Approve the contract between the County of Inyo and Crystal Geyser Roxane with the terms and payment provisions specified in the contract for the County to provide environmental review and processing services in the amount of \$545,872.40 related to the EIR for CUPs 2025-01 and 2025-05/CGR Grant Ranch, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Crystal Geyser Roxane (CGR) has submitted an application for a Conditional Use Permit (CUP) to construct two water bottling lines and warehousing in a 120,000-square-foot building, on a 5-acre portion of a 103-acre site located about four miles east of Olancha, CA with the Assessor Parcel Number: 033-110-060. Along with this CUP, an additional CUP is required for the transfer of water out of an Inyo County water basin, per 18.77 of the County Code.

Project Proposal:

In 2005, CGR obtained approval from the Inyo County Board of Supervisors for the same beverage bottling plant on the same site that is being applied for currently. An Environmental Impact Report (EIR) was prepared for the bottling plant project, which consisted of the following actions: a General Plan Amendment (changing land use to Light Industrial/LI); a Zone Reclassification (changing zoning to Light Industrial/M-2); a Conditional Use Permit (CUP) (for a bottling plant in the Light Industrial Zone); and a CUP for water transfer. CGR applied for time extensions each year for the CUPs in order to keep the approval current/active until 2009 and then failed to do so. In 2010 they reapplied for the CUPs for the bottling plant in the Light Industrial Zone, which were approved. The bottling plant, however, was never built and the CUPs have again lapsed.

Required Environmental Clearance:

Both CUPs for this project proposal are no longer valid, which means CGR had to reapply for this project. Along with this new application, a new EIR will be required as the one prepared in 2010 is now 15 years old.

Request for Proposals:

The County issued a Request for Proposals (RFP) in March 2025 pursuant to the County's purchasing policy, posted the advertisement on the county website and in the Inyo Register, as well as sent it to environmental firms who have requested to be informed when RFPs are advertised. The County received proposals from the firms noted in the table below. County planning staff reviewed and scored the submitted EIR proposals in April of 2025. The results of scoring for the proposals, as well as the proposed EIR fees, are shown in the table below.

Proposal Scores and Fees

Lead Firm	Score <i>(out of 100 possible)</i>	Fee
Dynamic Planning + Science	70	\$231,950
GeOde	66	\$977,717 - \$1,238,241
Helix Environmental Planning	94	\$350,652 - \$475,652

Both Helix and GeOde's proposals had additional costs associated with the EIR that were not reflected in the base totals. GeOde's additions were related to possible additional surveys and/or studies which could put their cost at \$1,238,241. Helix wished to engage in a review of the contract once all the California Environmental Quality Act (CEQA) comments are received, prior to the preparation of the Final EIR. They felt that the possibility of an extreme number of comments and comments that could require revisiting the studies and surveys prepared for the EIR could require much more of their staff time. They subsequently updated the cost for the applicant, which put their total closer to \$476,000. Dynamic Planning + Sciences proposal was the least expensive. The scoring team, however, found their proposal to be lacking in many areas and could foresee a need for many contract amendments to include the studies and surveys not included in the proposal and assumed that the price quoted is not reflective of what the actual cost will be.

Helix was selected, as they scored the highest based on price, value, understanding of the project, including the likely required surveys and studies, and most importantly, an understanding of Inyo County, its citizens and the high possibility of controversy with this project.

EIR Scope:

Helix's Scope, timeline and budget are attached.

Contract between CGR and Inyo County

Title 15, the County's CEQA ordinance, requires that the county enter into a contract with an applicant for CEQA evaluations when an outside consultant is procured to prepare the environmental document. This contract also provides for staff time spent on the CEQA requirements (at 20% of the total) for the project and the management of both contracts, and the consultant. This puts the total cost for CGR at \$545,872.40.

Next Steps:

Staff recommends that the Board approve the attached contracts for the EIR process for CUP 2025-01 and 2025-05/CGR Grant Ranch. If contracts are approved, the consultant will begin working on the EIR in mid-August, 2025 and should have it completed by the end of December 2026.

FISCAL IMPACT:

Funding Source	General Fund - however will be paid by applicant	Budget Unit	023800
Budgeted?	Yes* This contract has been requested in the FY25-26 budget.	Object Code	5265
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$420,872.40 for the period between August 2025 and June 2026.
Future Fiscal Year Impacts
Up to \$125,000 for the period between July 2026 and November 2026
Additional Information

The preliminary budget currently has \$100,000 that will cover the initial stages of this contract until the final adoption of the budget.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to support these contracts or provide alternate direction to staff. This is not recommended as the Planning Department requires the support of outside contractors for a project of this magnitude, and Helix Environmental Planning was determined to be the best qualified based on the County's Request for Proposals.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Cathreen Richards	Created/Initiated - 07/29/2025
Darcy Israel	Approved - 07/30/2025
Keri Oney	Approved - 08/06/2025
Christian Milovich	Approved - 08/12/2025
John Vallejo	Approved - 08/12/2025
Amy Shepherd	Approved - 08/12/2025
Cathreen Richards	Approved - 08/12/2025
Nate Greenberg	Final Approval - 08/12/2025

ATTACHMENTS:

1. Helix Environmental Planning Contract
2. Crystal Geyser Roxane Agreement
3. Schedule, Budget, Work Plan Proposal

AGREEMENT BETWEEN COUNTY OF INYO

AND HELIX Environmental Planning, Inc.

FOR THE PROVISION OF Professional SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Professional services of HELIX Environmental Planning, Inc. (hereinafter referred to as "Consultant"), 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 Consultant 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 Consultant to perform under this Agreement will be made by the Planning Director. Requests to the Consultant 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 Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant 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 Consultant 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 August 19, 2025 to December 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 N/A through N/A
- B. From _____ through _____

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 stated in this Agreement.

3. CONSIDERATION.

A. Compensation. County shall pay Consultant 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 Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the 475,652.00. 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 Consultant for travel or per diem expenses which are either in excess of

the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Consultant 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, Consultant 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

\$ 475,652.00 (initial term) \$ 475,652.00 (option 1) and
\$ 475,652.00 (option 2) for a total of \$ 475,652.00 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 which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant 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. Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant's when it is anticipated that total annual payments to Consultant 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 Consultant under this

Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

(4) The total amounts paid by County to Consultant, 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, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Consultant'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 Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule but will coordinate with County to insure 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 Consultant to provide the services and work described in Attachment A must be procured

by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant 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 Consultant at no expense to the County. Consultant 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 Consultant 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. Consultant 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. Consultant 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.

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

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 Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, 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, Consultant'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, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

For the duration of this Agreement Consultant 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 CONSULTANT.

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, 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, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Consultant is to be considered an employee of County. It is understood by both Consultant 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 Consultant:

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

B. Consultant 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 Consultant in fulfillment of this Agreement.

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

10. DEFENSE AND INDEMNIFICATION.

Design Professional/Consultant agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional/Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Design Professional/Consultant.

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant 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 Consultant, 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 Consultant. 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, Consultant, 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. Consultant 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. Consultant 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 Consultant thirty (30) days written notice of such intent to cancel. Consultant 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 Consultant. County has relied upon the skills, knowledge, experience, and training of Consultant as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Consultant 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 Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant 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.

Consultant 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 Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant 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.

Consultant 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.

Consultant 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, Consultant agrees for a period of two years after the termination of

this Agreement, not to seek or accept any employment with any County, 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, Consultant 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 Consultant 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 Consultant 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:

Planning	Department
168 N. Edwards St.	Address
Independence, CA	City and State

Consultant:

HELIX Environmental Planning, Inc.	Name
1180 Iron Point Rd., Suite 130	Address
Folsom, CA	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 HELIX Environmental Planning, Inc.

FOR THE PROVISION OF Professional Services

SERVICES

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

COUNTY OF INYO

CONSULTANT

By: _____

Signature

Print or Type Name

Dated: _____

By: 

Signature

Patrick Britton

Print or Type Name


Dated: July 9, 2025

APPROVED AS TO FORM AND LEGALITY:




County Counsel

APPROVED AS TO ACCOUNTING FORM:


Amy Shepherd (Jul 29, 2025 16:30:10 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX Environmental Planning, Inc**

FOR THE PROVISION OF Professional Services SERVICE

TERM:

FROM: August 19, 2025

TO: December 30, 2026

SCOPE OF WORK:

Attached as Exhibit A

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX Environmental Services, Inc**

FOR THE PROVISION OF Professional Services SERVICES

TERM:

FROM: August 19, 2025

TO: December 30, 2026

SCHEDULE OF FEES:

Attached as Exhibit A

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX Environmental Planning, Inc**

FOR THE PROVISION OF Professional SERVICES

TERM:

FROM: August 19, 2025 **TO:** December 30, 2026

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Attached as Exhibit A

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX Environmental Planning, Inc.**

FOR THE PROVISION OF Professional SERVICES

TERM:

FROM: August 19, 2025

TO: December 30, 2026

SEE ATTACHED INSURANCE PROVISIONS

Exhibit A

upon close of public comment and receipt of all comment letters, HELIX will coordinate with the County to develop a follow-on scope for the accurate and expedited completion of the Final EIR (including development of the anticipated Findings of Fact and Statement of Overriding Considerations). This approach provides both the County and project applicant with assurance that the level of effort necessary to prepare the Final EIR is both concise and expeditious.

- HELIX is flexible in amending this scope of work at the County's request, including conducting peer reviews and incorporating technical studies and information prepared by the project applicant into the EIR. With our wealth of experience in the Owens Valley and a proven track record of working hand-in-hand with County staff to deliver rock solid CEQA documentation, *we are simply the best team for the job.*

This proposal includes our scope of services, total fee, and schedule, as well as our qualifications, staff, and subconsultants, and is based upon the project description, construction plan set, and renderings developed by the project applicant as attached to the Request for Proposals dated March 4, 2025. There are other important aspects to our scope of work which would not fit in the ten-page page limit; therefore, please find a list of project assumptions and other ancillary information in **Appendix A**.

SCOPE OF SERVICES

Task 1: Meetings and Progress Reports

HELIX will staff regular team meetings with the County, tribal governments/representatives, responsible/trustee agencies, and the project applicant (or their agents/consultants) to discuss EIR attributes, schedule, and/or processing status. Meetings will be attended remotely (virtual) or via telephone. Face-to-face meetings may be accommodated with additional authorization for travel. HELIX assumes meetings will occur on a monthly basis throughout the processing period of the EIR. We have budgeted a total of 60 hours and assume an expenditure of approximately 4 hours per meeting, including preparation of monthly meeting minutes. The meeting minutes will constitute progress reports that shall be provided to the County in MS Word™ format.

Deliverable: Monthly meeting minutes (progress reports) transmitted electronically.

Task 2: Coordination with Responsible and Trustee Agencies

HELIX will coordinate with responsible and trustee agencies, as identified by the County and documented in the EIR. Potential responsible and trustee agencies may include the California Department of Transportation (Caltrans), the Department of Water Resources (DWR), California Department of Fish and Wildlife (CDFW), and/or the Lahontan Regional Water Quality Control Board. Coordination will take the form of virtual meetings to discuss project attributes that may trigger regulatory oversight or authorization by the public resource agencies listed above. Documentation beyond the EIR that may requested by one or more of the responsible and trustee agencies is not included in this scope of work. We have budgeted a total of 40 hours of HELIX staff time for this task.

Deliverable: N/A – meeting attendance and coordination.

Task 3: Notice of Preparation and Initial Study

HELIX will prepare a draft Notice of Preparation (NOP) for the project in conformance with CEQA Guidelines Section 15082. The NOP will outline the focus of the EIR and include an Environmental Checklist (based on Appendix G of the CEQA Guidelines) identifying those environmental topic areas that would not be impacted by the proposed project. Rationale and available substantial evidence will be cited for “no impact” findings. It is anticipated that the following environmental topic areas, at a minimum, will be ruled out of the EIR due to no impact: Agriculture/Forestry Resources, Land Use/Planning, Minerals, Population and Housing, and Recreation.

HELIX will distribute the draft NOP to the County and incorporate comments into a final version for public distribution. The NOP will alert the State Clearinghouse (SCH), public agencies, and other stakeholders that an EIR will be prepared for the proposed project. The County will be responsible for distributing the NOP for public and agency review and its associated costs. HELIX will also prepare a Notice of Completion (NOC) for the County to file electronically along with the NOP to the SCH.

HELIX will support the organization and facilitation of one public scoping meeting during the 30-day NOP review period to solicit feedback from public agencies and other stakeholders to help identify a range of alternatives, mitigation measures, and significant effects to be analyzed in depth in the EIR. The date and location of the scoping meeting (as well as a link to the virtual hearing) will be included in the NOP that will be filed with the Inyo County Clerk and SCH. HELIX will staff the public scoping meeting virtually and collect written and/or verbal comments during the public scoping meeting; we will prepare a scoping report for County consideration and use during development of the EIR. Public input gathered during the public scoping meeting will be considered and directly integrated into the EIR Project Description and analysis, as appropriate, during this iterative process. Upon completion of the public scoping meeting, the HELIX Team will prepare a summary memorandum based on informal notes and feedback from the meeting for submission to the County.

Deliverables: Draft and Final NOP, Draft and Final NOC, and Public Scoping Meeting Summary Report.

Task 4: Draft EIR and Supporting Technical Studies

HELIX will employ a unique but tried/tested approach to EIR preparation to maximize value to the County and project applicant. We propose delivering final versions of the technical studies listed below and incorporating results of the same into a public review draft EIR for circulation through the SCH. Following close of public comment and upon receipt of all comment letters, we will coordinate with the County for additional authorization to prepare responses to public comments, Findings of Fact/Statement of Overriding Consideration, the Final EIR, and presentation of the Final EIR during Planning Commission and Board of Supervisor hearings. Due to the potential controversial nature of the proposed project, this approach maximizes efficiency by forecasting the level of effort for the known aspects of the project, while avoiding speculation as to level of effort for unknown aspects of the project.

4.1 : Draft EIR

HELIX will prepare an administrative draft EIR that adheres to CEQA and CEQA Guideline requirements. The EIR will cover all topic areas in the CEQA Guidelines (minus those identified in Task 3) but will focus on resource categories for which significant impacts could occur. For each environmental topic area, HELIX will describe existing conditions, assess potential environmental impacts, and recommend feasible mitigation measures, where applicable. The level of analysis and degree of impact will vary depending upon the environmental topic area and the potential for thresholds of significance to be triggered. Other federal, state, regional, or local agencies with permit requirements or other approval authority over the project will be identified where appropriate. The administrative draft EIR will be prepared based on the approved project description. HELIX will submit an electronic copy of the administrative draft EIR to the County for review and comment. The administrative draft EIR will include the following sections:

Executive Summary: The executive summary will include an overview of the project, identify the project sponsor(s), summarize alternatives evaluated (shown in a comparison matrix), present the environmentally superior alternative, and identify areas of controversy and issues to be resolved, project impacts, and mitigation measures (with an indicator of level of significance before and after mitigation) as well as monitoring proposed.

Introduction: The introduction will describe the purpose of the EIR and will outline its contents. It is also expected to contain a discussion of public involvement in the CEQA process as well as the purpose and content of the EIR.

Project Description: The project description will include the regional and specific location of the proposed project, project background, objectives, and characteristics.

Environmental Setting, Impacts, and Mitigation Measures: Each environmental topic area will include a description of the environmental and regulatory setting (i.e., existing conditions that will serve as the baseline to assess impacts) and identification of environmental effects of the proposed project. The analysis will be based on publicly available scientific/ factual data and legislative and/or relevant regulatory performance standards of federal, state, regional, or local agencies. The environmental topic areas will also include discussions of the ways to avoid or minimize, or reduce the significant or potentially significant effects identified to less-than-significant levels,

if any significant impacts are identified. The EIR environmental topic area analysis is presumed to focus on the following environmental issue areas:

Biological Resources: The biological resources section will include summaries of federal, state, and local plans, policies, and regulations related to protection of biological resources. The section will describe the general existing conditions for biological resources in the project area based on database searches and desktop analyses (described in detail below). Species and resources likely to be addressed include desert tortoise, Mojave ground squirrel, Joshua tree, special-status plants, and aquatic/riparian habitat. The evaluation will incorporate appropriate best management practices and other measures from County documents (e.g., policies from the Inyo County General Plan) to avoid and minimize impacts and will recommend mitigation to reduce potential impacts where necessary. Avoidance, minimization, and mitigation measures likely will require field surveys before construction activities in some areas to verify habitat and assess the suitability for special-status species to occur. In addition, measures will identify necessary actions (e.g., seasonal constraints for construction) to avoid or mitigate impacts to sensitive biological resources.

Cultural Resources and Tribal Cultural Resources: The Cultural Resources and Tribal Cultural Resources sections will rely on information contained in the Cultural Resources Assessment (outlined below) and will summarize the inventory findings, discuss potential for significant impacts to resources, and outline mitigation measures for unanticipated discoveries.

Air Quality and GHG: The proposed project's air quality and GHG emissions estimates will be modeled and incorporated into the EIR as required under CEQA. Please see the full description of the technical study to be undertaken for these environmental issue areas below.

Other CEQA Resource Categories: HELIX will provide brief qualitative analyses for the remaining CEQA resource categories (i.e., energy, wildfire, etc.), relying on publicly available information and data; we assume that significant effects are not anticipated for these resource categories.

As described for Task 3, it is anticipated that several resource categories will be identified as having "no impact" due to the proposed project and will not be included in the EIR. Those resource categories will be summarized, pursuant to CEQA Guidelines Section 15128.

Alternatives Analysis. Up to three alternatives will be discussed in the administrative draft EIR, including the No Project Alternative. HELIX will identify alternatives after initial identification of potentially significant impacts, so alternatives reduce at least one significant effect, as required by CEQA Guidelines Section 15126.6. Impacts of alternatives will be addressed qualitatively in a manner consistent with CEQA requirements and will be compared to project impacts. The alternatives analysis will present a matrix that compares impacts. An environmentally superior alternative will be identified.

Other CEQA Sections

The EIR will also include the following:

Significant Environmental Effects Which Cannot Be Avoided: This section will clearly and succinctly summarize significant and unavoidable environmental effects, if any, of the proposed project as evaluated in the EIR pursuant to CEQA Guidelines Section 15126.2(c).

Growth-Inducing Impacts of the Proposed Project: This section will qualitatively evaluate the project's potential to induce growth and subsequent environmental impacts that would occur pursuant to CEQA Guidelines Section 15126.6(e).

Cumulative Impacts: HELIX will evaluate the impacts of cumulative development and activities on all the resource issues evaluated in the EIR pursuant to CEQA Guidelines Section 15130. In addition to obtaining current information on reasonably foreseeable probable future projects in the County, HELIX may contact other agencies that may undertake relevant projects in the County, such as Caltrans and the City of Los Angeles Department of Water and Power.

References and Persons/Agencies Consulted and Report Preparers: The EIR will identify agencies, organizations, and individuals consulted during EIR preparation. It will also list those who prepared the EIR pursuant to CEQA Guidelines Section 15129.

Following review of the administrative draft EIR by the County and receipt of one set of consolidated comments electronically in tracked changes, HELIX will staff a virtual meeting to discuss comments and agree on revisions to the administrative draft EIR. After resolving issues related to the comments, HELIX will incorporate comments and prepare a print ready draft EIR. HELIX will submit the print-ready draft electronically for final approval and final changes will be provided to HELIX electronically in track changes mode. HELIX will incorporate the necessary revisions and prepare the draft EIR electronically for public circulation by the County via the SCH.

Following approval of the draft EIR for public review, HELIX will provide the document electronically to the County for posting on its website for a 45-day public review period and for filing electronically with the SCH. HELIX will prepare the required CEQA notices to support the public review process, including draft and final Notice of Availability (NOA) of the draft EIR and the NOC. The Draft NOA and NOC will be submitted to the County, and the Final NOA and NOC will be submitted to the County with the public review draft EIR for distribution and filing with the Inyo County Clerk Recorder and with the SCH. The County shall be responsible for filing the draft program EIR, NOA, and NOC with the SCH electronically. The County shall file the draft program EIR with the Clerk's office.

HELIX will prepare an abbreviated version of the NOA for publication in one newspaper of general circulation in the project area to be determined by the County. The County shall be responsible for publishing the newspaper notice and payment of associated publication fees.

Deliverables: Administrative Draft EIR; Print Ready Draft EIR; Draft EIR; NOA; NOC (MS Word™ format).

4.2: Supporting Technical Studies

Biological Resources. HELIX will prepare a Biological Resources Assessment (BRA) Report specific to the five-acre project footprint that will be used to support CEQA and regulatory permitting, if applicable. Studies conducted in support of the report will consist of a desktop review, a general biological reconnaissance survey, a floral and faunal inventory, a focused botanical (rare plant) survey, aquatic resource mapping (if applicable), and an analysis of potential impacts to biological resources as well as proposed measures to reduce and/or avoid such impacts.

Cultural Resources. HELIX will prepare a Cultural Resources Assessment (CRA) that can be used to support CEQA and regulatory permitting, if applicable. The CRA will consist of background research, including a records search and a review of the Sacred Lands File maintained by the California Native American Heritage Commission; outreach to potentially interested stakeholder groups, including tribes; a pedestrian field survey of the project site; and the preparation of a technical report to document the methods, findings, and recommendations of the CRA. Because the CRA would need to be suitable for regulatory permitting, including a federal nexus, it will be prepared to meet the requirements of Section 106 of the National Historic Preservation Act.

Assembly Bill 52 Support. HELIX will support the County in mandatory consultation with California Native American tribes under Assembly Bill 52 (AB 52). HELIX will draft consultation invite letters for use by the County, attend tribal consultation meetings as subject matter experts for archaeology, and/or provide technical support during the AB 52 consultation process. HELIX will document the consultation process as part of the administrative record and advise the County on how to conclude the consultation, as specified by AB 52. This scope assumes eight hours total of tribal meeting attendance.

Paleontological Resources Literature Review. Cogstone will prepare a Paleontological Resources Literature Review Report for the project in compliance with CEQA. Cogstone will begin by identifying any paleontological resources within the project area as well as within one half mile from the project area by requesting a paleontological records search from the Natural History Museum of Los Angeles County (NHMLAC). In addition, Cogstone's will conduct background research to identify paleontological resources using Cogstone's in-house records and will develop brief contexts for paleontological resources. The results of the literature review will be summarized in a Paleontological Resources Literature Review Report. Cogstone will respond to a maximum of two rounds of comments and prepare the final report.

Hydrology and Water Quality Analysis. Geocon will evaluate potential hydrology and water quality impacts associated with each component of the proposed project as necessary to address CEQA Guidelines Appendix G criteria and applicable County initial study guidelines pertaining to hydrology and water quality where relevant to the project. Criteria include water quality standards, sustainable groundwater basin management, alteration of local drainage, risk release of pollutants, and conflicts with water quality control plan or sustainable groundwater management plan. Geocon's analysis will include publicly available meteorological information, surface runoff characteristics of site under baseline and proposed project conditions, the potential of groundwater pumping on groundwater quality, analytical modeling of the drawdown caused due to groundwater pumping on nearby wells and springs, and identification of project design elements/commitments or proposed mitigation that would avoid or reduce potentially significant impacts.

Geocon's first deliverable will be Peer Review Technical Memorandum which will list the documents reviewed, summarize key data points, and identify substantial data gaps. Options may include field data collection efforts or identification of Adaptive Management strategies that could be included in mitigation measures to address potentially significant impacts. Prior to preparing the second deliverable, Geocon will assess the need of a stand-alone WSA. To make that determination, Geocon will review water usage rates for various residential projects in Inyo County and nearby areas to identify water demand factors and then estimate the demand for a 500 dwelling unit project. If the project water demand of 410 acre-feet per year exceeds that value, then a stand-alone WSA will be prepared as part of this scope of work. If a stand-alone WSA is not needed, a similar evaluation will be in the third deliverable – the Hydrology and Water Quality Analysis Report. The Hydrology and Water Quality Analysis Report will describe the applicable regulatory setting, the existing environmental setting, the analysis methodology, and present the evaluation of potential impacts based on the CEQA Appendix G significance criteria. Where mitigation is needed, Geocon will identify appropriate mitigation measures and mitigation monitoring that would be necessary to verify performance of the mitigation measures and reduce the potential impact to less than significant.

Traffic Impact Analysis. LSC will conduct a traffic impact analysis that includes a person trip analysis of the specific uses and truck trips defined in the project scope. This analysis will assess peak summer conditions under both existing and future scenarios, comparing the proposed project with a no-build alternative. The evaluation will include an assessment of the site access location to determine whether additional turn lanes are warranted. Additionally, the analysis will measure the impact on VMT for each trip type, incorporating full trip lengths for long-distance distribution truck trips. Given these factors, it is likely that the project's VMT will not meet established standards, necessitating a Statement of Overriding Considerations due to significance.

Air Quality, GHG, and Energy. HELIX will prepare an Air Quality and GHG Emissions and Energy Technical Report in accordance with the requirements of CEQA. HELIX will calculate air quality and GHG emissions associated with construction and operation of the project using the California Emissions Estimator Model (CalEEMod). HELIX will utilize the results of the project traffic study and VMT analysis for modeling of project mobile source emissions. Because neither Inyo County nor the Great Basin Unified Air Pollution Control District (GBUACPD) have established numerical significance thresholds for quantitatively determining air quality impacts, the significance of project emissions of criteria pollutants will be determined using the thresholds adopted by the Mojave Desert Air Quality Management District (MDAQMD). An analysis will be completed to determine whether the project would conflict with applicable air quality plans and policies, including the State Implementation Plan and the Inyo County General Plan. Impacts related to health risks from localized concentrations of project emissions of toxic air contaminant (TAC), including diesel particulate matter (DPM), will be evaluated qualitatively. It is expected that a screening calculation will demonstrate that the project would not cause severe congestion at a major intersection resulting in a local carbon monoxide (CO) "hotspot." Because neither Inyo County nor the GBUAPCD have established thresholds for determining the significance of a project's GHG emissions, the project's GHG emissions impact will be evaluated considering the thresholds for industrial projects adopted by the MDAQMD and/or the South Coast Air Quality Management District (SCAQMD). An analysis will be completed to determine whether the project would conflict with applicable GHG emissions reduction plans and policies, including the Inyo County General Plan and the California Air Resource Board's 2022 *Scoping Plan for Achieving Carbon Neutrality*. HELIX will quantify anticipated project energy use including consumption of electricity, natural gas, and transportation fuels (diesel and gasoline). HELIX will briefly compare the project's energy consumptions with estimated regional and state energy supplies. An

analysis will be completed to determine whether the project would conflict with state and local plans, policies, and regulations for the conservation of energy.

Noise. HELIX will prepare a Noise and Vibration Technical Report in accordance with the requirements of CEQA and Inyo County. HELIX will conduct a field inspection of the site and measure the existing sound levels, including up to two short-term (15-minute) ambient noise measurements at locations on or around the project site. Because there are no noise or vibration sensitive land uses within 0.5-mile of the project site, HELIX will evaluate potential impacts from project construction and operational noise generated on the project site qualitatively. HELIX will evaluate changes in ambient traffic noise in the project vicinity due to the addition of project-related traffic. HELIX will evaluate traffic noise using appropriate calculation methodology or modeling, such as the Federal Highway Administration's Traffic Noise Model. HELIX will utilize data from the project-specific traffic study for use in the traffic noise calculations.

Task 5: Final EIR and Responses to Comments

Following closure of public comments, HELIX will coordinate with the Inyo County Planning Department to address public comments received on the public review draft EIR. As it is somewhat speculative as to the number of comments to be addressed, along with the potential for requested revision to one or more of the supporting technical studies, HELIX has forecasted approximately 600 hours of professional time to prepare draft and final responses to comments, an administrative draft Final EIR, a Final EIR, draft and final Statement of Overriding Considerations/Findings of Fact, a Mitigation Monitoring and Reporting Program, Notice of Determination, and attendance at one Board of Supervisors Meeting in support of the Final EIR. HELIX reserves the right to revise this level of effort estimation in coordination with the County upon receipt of all public comments and in advance of preparing the above outlined deliverables. Revision to technical studies may require additional authorization.

Deliverables: Draft/Final Responses to Comments, Admin Draft Final EIR, Final EIR, Draft/Final Statement of Overriding Considerations/Findings of Fact, Mitigation Monitoring and Reporting Program, and Notice of Determination.

FEE

Task Number	Task Name	Fee
Task 1	Meetings and Progress Reports	\$14,840
Task 2	Coordination with Responsible and Trustee Agencies	\$9,150
Task 3	Notice of Preparation and Initial Study	\$32,400
Task 4	Draft EIR and Supporting Technical Studies	\$294,262
Task 5	Final EIR and Responses to Comments	\$125,000
	Total	\$475,652

SCHEDULE

We understand that execution of the contract by the Chairperson of the Inyo County Board of Supervisors (Board) will constitute notice to proceed. Our schedule is based on Board approval at the April 29, 2025 meeting.

Task Number	Task Name	Start Date	End Date	Duration
	Contract Award/Notice to Proceed	Aug 5, 2025	--	--
Task 1	Meetings and Progress Reports	Aug 6, 2025	Aug 5, 2026	12 Months
Task 2	Coordination with Responsible and Trustee Agencies	Sep 6, 2025	Feb 5, 2026	6 Months
Task 3	Notice of Preparation and Initial Study	Oct 1, 2025	Mar 31, 2026	6 Weeks
Task 4	Draft EIR and Supporting Technical Studies	Nov 1, 2025	Apr 30, 2026	6 Months
Task 5	Final EIR and Responses to Comments	Aug 1, 2026	Nov 30, 2026	4 Months

QUALIFICATIONS

Related Experience

Inyo County Renewable Energy General Plan Amendment and PEIR. HELIX assisted Inyo County with the preparation of a Renewable Energy General Plan Amendment (REGPA) and Program EIR (PEIR) to address state-mandated renewable energy demands and potential future utility-scale renewable energy projects within the County's footprint. In addition to the technical reports (e.g., air quality, biological resources, socioeconomic impacts, etc.) associated with the PEIR, HELIX was responsible for managing a proactive and large-scale public involvement campaign working directly with the County, residents, landowners, California Energy Commission

Attachment D

Attachment: 2024 Insurance Requirements for Design Professionals, including Architects, Engineers, and Surveyors

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 and the results of that work by the Consultant, their agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant 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 Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

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

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

**Attachment: 2024 Insurance Requirements for
Design Professionals, including Architects, Engineers, and Surveyors**

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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

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

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo 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.

**AGREEMENT BETWEEN COUNTY OF INYO AND
CRYSTAL GEYSER ROXANNE, LLC
FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES**

INTRODUCTION

WHEREAS, Crystal Geyser Roxanne, LLC of Olancho, CA (hereinafter referred to as "Applicant") has the need for the Environmental Review and Processing services of the County of Inyo (hereinafter referred to as "County"), 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 County shall provide to Applicant, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the County under this Agreement will be performed by County employees or other County contractors hired by County ("County Contractors") 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.

When County performs work or services under this Agreement, County may have such work or services performed either by its own employees, or upon approval of the Applicant, by one or more County Contractors. County has the right in its sole discretion to determine which employee(s) are qualified and capable, and to determine which employee(s) of those which are deemed qualified and capable, are to actually perform the work and services under this Agreement. Applicant has no right to designate, or require the work or services to be performed by, a particular County Department, class of County employees, or particular employee(s). Further, County need not obtain Applicant's approval prior to or after incurring any travel and/or per diem, or overtime expenses in performing work or services under this Agreement.

This Agreement is for the provision of environmental review and processing services only. Applicant is aware and agrees that, by entering into this Agreement, County makes no representation, promise, commitment, or agreement to Applicant or any other person that it will approve the development Project described below and concerning which said review and processing services will be rendered; further, this Agreement shall not be construed as creating any such representation, promise, commitment, or agreement.

2. TERM.

The term of this Agreement shall commence on the date of the latter of the parties signatures hereto. This Agreement shall terminate on one of the following dates, whichever is appropriate under the then existing circumstances: (1) if proposed Project is approved (or disapproved) by the County, this Agreement shall terminate on the 60th day following the filing of a "Notice of Determination" (if applicable) pursuant to CEQA; (2) if during the 60th day period following the filing of a Notice of Determination, County becomes a party to any litigation arising out of the approval of the permit, contractors, completion of conditions of approval, mitigation, monitoring or reporting program or out of the associated CEQA process, the term of this Agreement shall be extended until such time as the litigation is finally concluded; however, nothing in this Agreement shall be construed as extending any applicable statute of limitations; (3) if no "Notice of Determination" is filed pursuant to CEQA this Agreement shall terminate 180 days from the date of decision to approve or deny the Project or from the date a Project is undertaken without a formal decision; and (4) this Agreement may be sooner cancelled or terminated as provided below.

3. **COUNTY COSTS, CONTRACTOR COSTS AND CONSIDERATION.**

A. Obligation for Payment of County Costs.

- (1) Employee Hourly Rates/Special Commission Meeting Costs. A non-exclusive list of hourly rate costs (non-overtime), with fringe benefits, for County personnel who may provide work and services under this Agreement, and the cost of special meetings of the planning commission are set forth on Attachment B. County will update this list as necessary so that it reflects any future changes in an employee's hourly rate and to add any employees not listed who will perform work or services under this Agreement. The total hourly rate cost for a County employee shall be the product of the number of hours (rounded up or down to the nearest 1/2 of an hour) which are worked by a County employee multiplied by the employee's hourly rate cost.
- (2) Overtime. Where the circumstances of the services and work requested by Applicant under this Agreement require a County employee to work in excess of eight (8) hours per day or 40 hours per week (in the case of an 8 hour per day employee), or 7 hours per day or 35 hours per week (in the case of a seven hour per day employee), and County is obligated by law or contract to compensate the employee for such work at a rate of one and one half (1½) times their hourly rate of pay (hereinafter referred to as "overtime"), the hourly rate of pay for such overtime hours worked under this Agreement will be one and one half (1½) times the employee's hourly rate of pay as set forth on Attachment B.
- (3) Travel Costs. Travel and per diem costs shall be the actual costs incurred by the County when an employee travels and/or incurs per diem expenses in performing work under this Agreement. Actual costs to the County will be determined by the County policy then in effect that establishes travel and per diem reimbursement rates for County employees.
- (4) Special Costs. Special costs are those costs incurred by the County that have been approved in advance in writing by Applicant for the purchase of particular specialized equipment, supplies, tools and materials used by County in performing work or services under this Agreement.
- (5) Amount of Payment for Services and Work Performed by County. In accordance with Inyo County Code Paragraph 15.08.020, Applicant shall pay all the County costs for all services and work performed by County employee(s) under this Agreement. The County's costs for these services and work shall be the sum of the following: (1) the total hourly rate costs (including overtime, if any) of the employees who performed the work or services, the cost of any special Water Commission or Planning Commission meetings conducted pursuant to this Agreement, and the costs of employees' fringe benefits as set forth in Attachment B, (2) special costs incurred by the County, (3) the costs of any travel incurred by employees while performing any work or services under this Agreement, and (4) the sum of the total hourly rate, fringe benefits, travel, and special costs, multiplied by 20% (this additional 20% is in lieu of the overhead factor determined by reference to the A-87 Countywide Cost Plan as approved by the California State Controller's Office).

B. Amount of Payment for Services and Work Performed by Contractors. Applicant shall pay all of the County's costs for any Contractor retained by the County to perform services or work under this Agreement. The County's costs for these services and work shall be the actual cost to the County for the services and work plus an additional 20%. (The additional 20% is in lieu of the overhead factor determined by reference to the A-87 Countywide Cost Plan as approved by the California State Controller's Office).

C. Project Trust: County shall establish a Project Trust Fund (hereinafter referred to as "Project Trust") to administer all funds provided by Applicant to County pursuant to this Agreement. All costs incurred by County that arise from this Agreement will be paid from the Project Trust. Any money deposited in the Project Trust shall be used for no purpose other than the payment of these costs; however, within sixty days following the termination of this Agreement, and after payment has been made of all outstanding costs incurred by the County, any funds remaining in the Project Trust will be returned to Applicant. Applicant shall be entitled to all interest earned on funds deposited and held in the Project Trust. The Inyo County Administrator, or his designee, shall be responsible for ensuring that all payments from Project Trust are made in the appropriate time and manner.

D. Deposit/Payments to County and Contractors. Prior to the effective date of this Agreement, Applicant shall deposit with the County a total sum of **\$545,872.40** to pay the estimated cost of services and work to be performed pursuant to this Agreement outlined in Attachment A. (This amount shall be based on the work plan and budget described in Paragraph 4 below.) County shall immediately deposit the funds into the Project Trust. Thereafter, between the first (1st) and fifteenth (15th) day of each succeeding month, County shall transfer to itself from the Project Trust an amount equal to any costs (plus overhead) incurred by the County from the first day of the preceding month through and including the last day of the preceding month for work or services performed by the County, for special costs incurred by the County, and for the costs of Contractors retained by the County pursuant to Inyo County Code Paragraph 15.48.090.

E. Statements. County shall submit to Applicant an itemized statement of the costs of all services and work performed by the County, any special costs incurred by the County, and the costs of any Contractor retained by the County. The statement shall cover the period from the first (1st) day of the preceding month through and including the last day of the month. The statement will be submitted to Applicant by the fifteenth (15th) day of each month. This statement will identify the date on which the services and work were performed, describe the nature of the services and work, itemize any travel or special costs incurred by County during the period, and provide copies of all Contractor's invoices paid by the County during the period.

F. Revision to Cost Estimate/Additional Funds. Concurrent with sending the itemized statement of costs every 30 days, the County shall advise the Applicant of any potential revision in the Project cost estimate and/or the need for additional funds. Within fifteen (15) days from the date a revised cost statement is mailed (date of postage), the Applicant shall advise the County in writing by sending notice as provided in Paragraph 17 of this Agreement whether the Project is to proceed, whether the Applicant intends to withdraw the application, or whether the Applicant will appeal the amount of the County's revision in the Project cost estimate. If such advice is not forthcoming in the fifteenth (15th) day time limit, the application shall be deemed withdrawn and all work on the Project will immediately terminate. Payment for any outstanding costs shall be taken from the Project Fund to the satisfaction of the County and contractors. If the Applicant advises the County to proceed, but the Project Fund is depleted to an amount equal to or less than 10% of the total estimated budget amount above, and it appears the Project Fund will become depleted before the work to be performed pursuant to this Agreement can be completed, the application shall be deemed withdrawn unless the parties execute an appropriate amendment to this Agreement.

G. Federal and State Taxes. Applicant will not withhold any federal or state income taxes or social security from any payments made by Applicant to County pursuant to this Agreement.

4. WORK PLAN AND SCHEDULE.

Prior to the execution of this Agreement, County and Applicant shall establish a mutually acceptable master time schedule, budget, and work plan for the performance of the work described in this

Agreement (Attachment A). The schedule shall provide for the completion of all work within the time requirements of all applicable laws while providing sufficient time for review of work products by other agencies. The budget shall include an estimate of the costs to be incurred and/or benchmarks for payments due to the County for performing the work required by this Agreement. A goal of the work plan will be to avoid duplication of effort by the involved County departments and by any contractors. Applicant understands that the performance of the work within the time limits of the schedule will require mutual cooperation and coordination between County and Applicant.

5. ADDITIONAL PROCEDURES AND OBLIGATIONS.

A. The procedures that will be followed in preparing and processing the environmental document(s) necessary for completing the work plan shall be compliant with Inyo County Code Section

B. The Inyo County Administrator at his/her discretion may establish a Project working group composed of the County Administrator, the Inyo County Counsel, the Director of the Planning Department, and such other County personnel as are deemed necessary. The working group will meet monthly, or more frequently if necessary, to provide internal staff communication and coordination in regard to the County's work on the proposed Project.

C. Representatives of the County shall attend regular meetings with the Applicant with federal, state, regional, and local agencies, with concerned groups, and attend other meetings as necessary, for the purpose of providing information concerning the proposed Project and work plan and receiving comments on the proposed Project and related environmental documents. County will notify Applicant of any meetings that are scheduled with regard to the Project. County will immediately notify Applicant of any matter raised by a federal, state, regional, or local agency that may require significant changes to the application, or that may result in County incurring significant additional costs pursuant to this Agreement.

D. County shall make the final determination as to the accuracy, inclusion, deletion, or revision of any material, (including all issues, data, analyses, and conclusions) relating to the environmental document.

E. Any determination by the planning commission or the Board of Supervisors as to whether the proposed Project will be approved shall be based upon the whole of the record including the environmental document, recommendations of the county departments, testimony from public hearings, and all relevant written evidence submitted on the Project.

F. If the County intends to enter into contracts with independent contractors, the planning department will:

- (1) Prepare and circulate a request for qualifications to appropriate Contractors for the preparation of the environmental document.
- (2) Select a Contractor to assist the planning department as set forth in Chapter 15.48 of the Inyo County Code, and consistent with the Inyo County Purchasing and Contracting Policy and Procedures Manual.
- (3) Manage the preparation of the environmental document, which will include all evaluations required to be performed pursuant to the California Environmental Quality Act, and Title 15 of the Inyo County Code. The preparation of the environmental document will proceed according to the work plan described in Paragraph 4 and Attachment A. The work plan will include provisions for the analysis of the direct, indirect and cumulative effects mitigation and Project alternatives of the proposed Project.

- (4) The planning department will prepare all necessary documents and notices for planning commission and board of supervisors use in rendering decisions on the environmental document for the proposed Project.
- (5) The planning commission shall serve as the Environmental Review Board of the County with the responsibility for the County's compliance with CEQA and for certification of the adequacy of the environmental document for the proposed Project.
- (6) The planning department will perform additional services in regard to the proposed Project as may be requested by the Inyo County Planning Commission or the Inyo County Board of Supervisors.

6. STATUS OF PARTIES.

All acts of County, its agents, its contractors, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Contractors, and not as agents, officers, or employees of Applicant. Applicant has no authority to bind or incur any obligation on behalf of County. County has no authority or responsibility to exercise any rights or power vested in the Applicant. No agent, officer, or employee of the County is to be considered an employee of Applicant. This Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture between County and Applicant. County shall determine the method, details, and means of performing the work and services to be provided by County under this Agreement. County shall be responsible to Applicant only for the responsibilities and work specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to control with respect to the physical action or activities of Applicant in fulfillment of this Agreement. Applicant, its agents, officers, and employees are not, and at all times during the term of this Agreement shall not, represent or conduct themselves as employees of County.

7. WARRANTY OF ELIGIBILITY.

Applicant 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. Applicant 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.

8. DEFENSE AND INDEMNIFICATION.

A. Applicant shall defend, indemnify, and hold harmless County, its agents, officers and employees, but not its independent Contractors, 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 Applicant. Applicant's obligations 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. Applicant's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused, or alleged to be caused, in whole or in part by any act or omission of Applicant, its agents, employees, suppliers, consultants, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

B. Applicant 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 County's acts or omissions with regard to its compliance with CEQA, with regard to the preparation and

V.B.

processing of the environmental document and with regard to the decision based thereon concerning the Project. Specifically, Applicant's obligation to defend, indemnify, and hold the County harmless specifically extends to any suit or challenge by any party to this Agreement, or any third party, against the County which contests the legality or adequacy of the environmental document or the County's compliance with the requirements of CEQA. The County will have and maintain sole discretion to determine how to respond, defend, or settle any such suit or challenge. Should Applicant fail to defend, indemnify, and hold harmless County, County may discontinue the defense of any such litigation. Nothing in this Agreement shall be construed to waive or diminish either Party's right, or the right of a non-Party, to challenge any decision, or defend any challenge, arising out of the CEQA process.

- (1) Applicant's obligations to defend, indemnify, and hold the County, its agents, officers and employees harmless under the provisions of this paragraph shall include, but not be limited to:
 - a. the costs of any judgments or awards against the County for damages, losses, litigation costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of the environmental document and/or County's compliance with CEQA or other laws;
 - b. the costs of any settlement representing damages, litigation costs, and attorney's fees to be paid to other parties arising out of a suit or challenge contesting the adequacy of the environmental document and/or the County's compliance with CEQA or other laws.
- (2) As to any judgments, awards or settlement costs described in a and/or b above, County will proceed in good faith and with reasonable diligence to achieve a settlement or other disposition of the same which will minimize, to the extent reasonably practicable, Applicant's costs of defense and indemnification of County under this Agreement. County will consult with Applicant and give due consideration to Applicant's views prior to any such settlement or final disposition.

C. Applicant's obligations to defend, indemnify, and hold the County, its agents, officers and employees harmless under the provisions of this paragraph are not limited to, or restricted by, any policy of insurance or contract limit.

D. Except as provided in paragraphs A and B, and to the extent permitted by law, County shall defend, indemnify, and hold harmless Applicant, 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 or intentional acts of County, its officers, or employees. County does not by this Agreement waive any claim-filing requirement established by the California Government Code.

9. CANCELLATION/WITHDRAWAL OF APPLICATION/SURRENDER OF PERMITS APPROVALS.

A. This Agreement may be cancelled by Applicant without cause and at will for any reason by giving to County thirty (30) days written notice of such intent to cancel. Cancellation of this Agreement shall be effective on the fifth business day following receipt of a written cancellation notice by County. Cancellation of this Agreement by Applicant shall act as a withdrawal by Applicant of the Project application effective on the date of the cancellation.

B. Upon receipt of notice of a cancellation, or upon the effective date of a termination by default, County shall terminate all contracts with Contractors and make final payment from the Project Fund to such Contractors. County also shall make final payment to itself for any other unpaid costs incurred by the County in providing services or work under this Agreement. Within sixty (60) days of the

cancellation or termination, County shall pay to Applicant any funds remaining in the Project Fund after the County has paid all Contractors, all costs incurred for work or services performed by County employees, and all special costs.

C. A cancellation of this Agreement, or a termination of this Agreement by default as set forth in Paragraph 11 below, shall not terminate Applicant's or the County's obligations to defend, indemnify, and hold harmless under the provisions of Paragraph 8 of this Agreement.

10. ASSIGNMENT.

Applicant may not assign its rights or delegate its duties or any part thereof under this Agreement.

11. DEFAULT.

A. If Applicant fails to make any deposit specified in Paragraphs 3.D, 3.F, 4, or (Attachment A), in order to pay County for the work and services performed by County, County may declare default, and notify Applicant in writing of the facts constituting such default. Within thirty (30) days of service of such notification of default, Applicant may cure the default by making such deposit. Service of a notice of default on the defaulting party and allowance of the thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If Applicant fails to make the deposit within the 30-day period, County may, at its election, terminate this Agreement by written notice thereof to the Applicant. A notice of termination shall act as a withdrawal by Applicant of its application for a conditional use permit effective on the date of the default.

B. Except for a failure to make a required payment as set forth in paragraph "A" above, if either Party should fail to comply with the other terms and conditions of this Agreement, the other party may declare default and notify the "defaulting" party in writing of the facts constituting such default. Upon making such written notification, the defaulting party will have thirty (30) calendar days to cure such default. A party shall be deemed to cure the default if within the time period set forth herein, the defaulting party begins and thereafter diligently continues to completion curing such default. Service of a notice of default on the defaulting party and allowance of the thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If any default is not cured or deemed cured hereunder, the non-defaulting party, at its election, may terminate this Agreement by written notice thereof to the defaulting party. A notice of termination shall act as a withdrawal by Applicant of the Project application effective on the date of the default.

12. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 16 below.

13. CONFIDENTIALITY.

Parties agree to comply with all provisions of federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible in the course of performance under this Agreement, as privileged, restricted, or confidential.

14. 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.

15. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

16. 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.

17. 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 Applicant 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

PLANNING DEPARTMENT
P.O. Drawer L
168 North Edwards
Independence, California 93526

Applicant:

CG Roxane Name
10 Pimentel Ct. Street
Novato CA 94949 City and State
Attn: Page Baykour

17. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO AND
FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

APPLICANT

By: _____
Signature

Page Berkpou
Type or Print Name

Dated: *July 22, 2025*

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

Amy Shepherd (Jul 23, 2025 15:50:01 PDT)

County Auditor

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND

FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES
SCHEDULE / BUDGET/ AND WORK PLAN

Attached as Exhibit A

ATTACHMENT A1

AGREEMENT BETWEEN COUNTY OF INYO AND

FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES

**THE FOLLOWING PROCEDURES WILL BE FOLLOWED FOR PREPARING AND PROCESSING THE
ENVIRONMENTAL DOCUMENT IF CHECKED**

- ☒ 1. The County shall consult other agencies with potential involvement in the Project and shall designate such "responsible agencies" as under the California Environmental Quality Act (CEQA) are appropriate and necessary.
- ☒ 2. County shall use its best efforts to coordinate the requirements of any responsible agencies that may be designated and to ensure that the needs of all agencies under CEQA are met with a minimum of duplication of activities among the agencies affected.
- ☒ 3. Any references herein to Contractor, Contractors, or Contractor(s), a CEQA Contractor shall apply only if County chooses to retain a Contractor(s) pursuant to this Agreement. Any Contractor retained by the County to assist in the preparation of the environmental document (hereinafter referred to as the "CEQA Contractor") shall be required to prepare and issue a Notice of Preparation, if it is determined that an EIR is required, which shall not be issued without advance review and approval by the County. The County, with assistance from the Contractor, will develop a final schedule outlining the Project milestones in the CEQA process applicable to Applicant's Project.
- ☒ 4. Scoping will be done to determine the areas of public and agency concern pertaining to the proposed Project.
- ☒ 5. Within 30 days of completion of scoping, after consultation with Applicant and other agencies, as appropriate, the County will provide the CEQA Contractor with a list of primary issues, other identified issues, and a list of environmental elements that must be discussed in the environmental document. Additional elements may be added as other information is obtained during the environmental document process.
- ☒ 6. The County or the CEQA Contractor shall be required to review the baseline data currently available in Applicant's files and other publicly available sources. The County or the CEQA Contractor shall determine the adequacy of such baseline data for meeting the requirements of CEQA. Based on the adequacy determination, the County or the CEQA Contractor shall describe the scope of additional baseline study needs, if necessary, for each environmental category pertinent to preparing the environmental document. The baseline data collection needs assessment for each environmental category will identify the specific types of data to be collected and the methodologies to be followed during data collection activities.
- ☒ 7. Applicant at its sole option, collect and prepare baseline data as required for the adequate completion of the environmental document. The County and the CEQA Contractor, if retained, will be responsible for determining the adequacy of any and all data collected by Applicant. Applicant shall promptly notify the County and the CEQA Contractor if it elects to prepare baseline data.

ATTACHMENT A1 - CONTINUED

AGREEMENT BETWEEN COUNTY OF INYO AND

FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES

- ☒ 8. As soon as possible after scoping and evaluation, and acceptance of the baseline data, County, the CEQA Contractor, Applicant and other agencies deemed appropriate, will meet to jointly develop alternatives to the proposed Project that will be used in the environmental document.
- ☒ 9. If Applicant does not elect to prepare baseline data the CEQA Contractor shall provide expertise, personnel and facilities to assist the County (and any responsible agencies) in baseline data collection (if requested), analyses, and preparation of the environmental document in the manner designated by the County (or by such responsible agencies).
- ☒ 10. If an EIR is deemed necessary, then the CEQA Contractor will be required, in consultation with the County and Applicant, to prepare a plan to guide the preparation of the environmental document and propose the organization, scheduling, and content of the environmental document. (This plan is hereinafter referred to as the "Preparation Plan.") The Preparation Plan will include, at a minimum, baseline data needs, names and credentials of potential subcontractors, a proposed timeline for the process and an estimate of costs to complete the environmental document and economic analysis.
- ☒ 11. County reserves the right to prepare selected Paragraphs of the environmental document. Any environmental document Paragraphs to be prepared by the County shall be identified in the Preparation Plan. In the event of an election by the County to prepare a Paragraph(s) of the environmental document, the County will supply such Paragraph(s) of the environmental document in an appropriate format so that it may be timely integrated into the environmental document.
- ☒ 12. Once approved by the County, and concurred with by Applicant, the Preparation Plan shall establish the scope of the work required in the acquisition of environmental data and the development and preparation of the environmental document.
- ☒ 13. The approved Preparation Plan may be modified by the County only in the event that Applicant proposes a change in the proposed Project, changes in state or national policy or law changes occur which affect the Project scope, changes that are necessary to achieve compliance with CEQA, or other applicable law, or significant new information is obtained as a result from comments on the Draft environmental document. The County will inform Applicant in writing of any such modifications. Modifications made under this provision will be limited to those reasonably necessary to respond to the change or requirement. Pursuant to any changes in the Preparation Plan, the County shall prepare an estimate of costs, and any necessary amendments to the relevant contract.
- ☒ 14. The CEQA Contractor will be required, upon request, to provide the County full and complete access to all procedures and underlying data used in developing submitted Paragraphs of the environmental document including, but not limited to, final reports, and subcontractor reports, whether or not such information may be contained in the working papers or the environmental document.

ATTACHMENT A1 – CONTINUED

AGREEMENT BETWEEN COUNTY OF INYO AND

**FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES**

- ☒ 15. The CEQA Contractor shall be required to assume primary responsibility for writing or rewriting all Paragraphs, parts, or chapters of the environmental document consistent with the overall time schedule developed in the Preparation Plan and subject to the review and revision of all responsible and other cooperating agencies. The County shall retain final review and approval authority over the environmental document.
- ☒ 16. The contract between the County and the CEQA Contractor shall require the attendance, full participation, and cooperation of the Contractor with respect to public meetings required by the County to foster public familiarity and participation with the CEQA process and the Project.
- ☒ 17. Applicant will attend meetings to coordinate the preparation of the environmental document. Staff of the County or Applicant may, at times, work directly with the CEQA Contractor. Any decisions made at such meetings will be summarized in writing and distributed to Applicant except in the case of certain pre-decisional information that has been deemed by the County not appropriate for release to the Applicant.
- ☒ 18. The CEQA Contractor, if retained, shall be required, with respect to all analyses, and the review, Draft, and Final copies of the environmental document, to be responsible for stenographic, clerical, graphics, layout, printing, and like costs. The Contractor shall be required to be responsible for the costs of preparing and providing to the County sufficient copies of the Draft environmental document and Final environmental document and modifications as well as copies of supporting technical documents prepared in conjunction with the environmental document. The Contractor will be required to provide the County and any other lead agency with duplicate originals of the Draft environmental document, Final environmental document, and supporting documents.
- ☒ 19. The County shall regularly monitor the work of the CEQA Contractor. The Contractor will report to the County and Applicant on the progress of the work, problems encountered, recommendations for modifications to the Preparation Plan and suggested changes in methodology or schedules for completion of the environmental document on a regular basis. Working papers or documents shall be transmitted simultaneously to the County for review and to Applicant for their information. The County will determine the need for review by concerned governmental agencies, or other interested parties, and solicit their comments as appropriate.
- ☒ 20. The CEQA Contractor shall be required to produce preliminary Draft environmental document for review by the County. The preliminary draft(s) shall include all text, maps, appendices, tables, charts and other materials that will be incorporated in the Draft environmental document. As determined by the County, the Contractor shall provide a reasonable number of copies to each party to meet internal review needs. Concurrently, additional copies shall be provided to Applicant.

ATTACHMENT A1 – CONTINUED

AGREEMENT BETWEEN COUNTY OF INYO AND

FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES

- ☒ 21. The County shall review the preliminary Draft environmental document and provide comments to the CEQA Contractor in writing. Effort shall be made to provide comments within four weeks of receipt of the completed preliminary draft. The County may request a meeting with Contractor and Applicant to discuss comments and necessary revisions of the Preliminary Draft environmental document acceptable to the County. Additional review may be required.
- ☒ 22. The CEQA Contractor may be required to be responsible for printing and mailing of the environmental document. In such case, County will provide a mailing list to the Contractor distributing the environmental document to the public and to other federal, state and local agencies as required by law. The County will publish a Notice of Availability of the document as required by California law.
- ☒ 23. The County and the CEQA Contractor shall jointly schedule and conduct public meetings to receive comments on the Draft environmental document during the public review period. The County shall receive and log written comments submitted on the Draft environmental document during the public review period. Copies of the comments will be submitted to the Contractor to prepare preliminary responses. The County shall review the responses for accuracy and identify any necessary revisions before they are incorporated into the Final environmental document. The Final environmental document will be prepared and reviewed in the same manner as the Draft environmental document.
- ☒ 24. The County shall have final authority to determine the text of the Final environmental document. Upon acceptance and approval of the Final environmental document, the County shall authorize the release of the Final environmental document to the public and to federal, state, and local agencies. The CEQA Contractor or the County shall be responsible for printing and mailing of the Final environmental document, and the County shall be responsible for keeping the mailing list current.
- ☒ 25. As long as this Agreement remains in effect, Applicant and the CEQA Contractor will not enter into any contract or agreement resulting in, nor to result in, the Contractor's provision of services to Applicant related to the Project.
- ☒ 26. The CEQA Contractor shall be restricted to make no media release, public mailing, nor hold formal/public discussions without the prior approval and direction of the County. Upon completion of the environmental document, or upon request by the County, the CEQA Contractor shall be required to provide the County all notes, working papers, drafts, baseline data, public contact records, correspondence, calculations, models, and other relevant background information or data. The information provided may be originals or facsimiles on an approved medium.

ATTACHMENT A1 – CONTINUED

AGREEMENT BETWEEN COUNTY OF INYO AND

FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES

- ☒ 27. The contract between the County and the CEQA Contractor shall require the Contractor to cooperate with the County, or with any other agency that has jurisdiction over the portion of the Project challenged, and to provide any assistance or service reasonably necessary and related to the Contractor's work in defense of any suit involving the legality or adequacy of the compliance with CEQA.
- ☒ 28. Notwithstanding any other provisions of this Agreement, and without diminishing the obligations of Applicant or the CEQA Contractor, the defense to any challenge to the decision made on the environmental document, or of any challenge to the record of decision will be the responsibility of the County or other agency that has jurisdiction over the portion of the Project challenged. The County, or other agency having jurisdiction over such challenge, will have and maintain sole discretion to determine how to respond, defend, or settle such challenge.
- ☒ 29. If, for any reason, a change in the Contractor selected to assist the County in the preparation of the environmental document is necessary, the County will engage in one of the Contractor selection procedures provided in this Agreement.

ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF INYO AND

FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES

HOURLY RATES (NON OVERTIME) OF COUNTY PERSONNEL INCLUDING BENEFITS:

<u>POSITION</u>	<u>HOURLY RATE WITH FRINGE BENEFITS</u>
Office of County Counsel:	\$151.00 (Flat Rate)
Planning Department:	
Planning Director	\$ 127.38
Senior Planner	\$ 80.71
Associate Planner	\$ 73.27
Project Coordinator	\$ 63.47
Special Planning Commission Meeting	\$ 750.00 per meeting
Special Water Commission Meeting	\$ 750.00 per meeting

Exhibit A

upon close of public comment and receipt of all comment letters, HELIX will coordinate with the County to develop a follow-on scope for the accurate and expedited completion of the Final EIR (including development of the anticipated Findings of Fact and Statement of Overriding Considerations). This approach provides both the County and project applicant with assurance that the level of effort necessary to prepare the Final EIR is both concise and expeditious.

- HELIX is flexible in amending this scope of work at the County's request, including conducting peer reviews and incorporating technical studies and information prepared by the project applicant into the EIR. With our wealth of experience in the Owens Valley and a proven track record of working hand-in-hand with County staff to deliver rock solid CEQA documentation, *we are simply the best team for the job.*

This proposal includes our scope of services, total fee, and schedule, as well as our qualifications, staff, and subconsultants, and is based upon the project description, construction plan set, and renderings developed by the project applicant as attached to the Request for Proposals dated March 4, 2025. There are other important aspects to our scope of work which would not fit in the ten-page page limit; therefore, please find a list of project assumptions and other ancillary information in **Appendix A**.

SCOPE OF SERVICES**Task 1: Meetings and Progress Reports**

HELIX will staff regular team meetings with the County, tribal governments/representatives, responsible/trustee agencies, and the project applicant (or their agents/consultants) to discuss EIR attributes, schedule, and/or processing status. Meetings will be attended remotely (virtual) or via telephone. Face-to-face meetings may be accommodated with additional authorization for travel. HELIX assumes meetings will occur on a monthly basis throughout the processing period of the EIR. We have budgeted a total of 60 hours and assume an expenditure of approximately 4 hours per meeting, including preparation of monthly meeting minutes. The meeting minutes will constitute progress reports that shall be provided to the County in MS Word™ format.

Deliverable: Monthly meeting minutes (progress reports) transmitted electronically.

Task 2: Coordination with Responsible and Trustee Agencies

HELIX will coordinate with responsible and trustee agencies, as identified by the County and documented in the EIR. Potential responsible and trustee agencies may include the California Department of Transportation (Caltrans), the Department of Water Resources (DWR), California Department of Fish and Wildlife (CDFW), and/or the Lahontan Regional Water Quality Control Board. Coordination will take the form of virtual meetings to discuss project attributes that may trigger regulatory oversight or authorization by the public resource agencies listed above. Documentation beyond the EIR that may requested by one or more of the responsible and trustee agencies is not included in this scope of work. We have budgeted a total of 40 hours of HELIX staff time for this task.

Deliverable: N/A – meeting attendance and coordination.

Task 3: Notice of Preparation and Initial Study

HELIX will prepare a draft Notice of Preparation (NOP) for the project in conformance with CEQA Guidelines Section 15082. The NOP will outline the focus of the EIR and include an Environmental Checklist (based on Appendix G of the CEQA Guidelines) identifying those environmental topic areas that would not be impacted by the proposed project. Rationale and available substantial evidence will be cited for "no impact" findings. It is anticipated that the following environmental topic areas, at a minimum, will be ruled out of the EIR due to no impact: Agriculture/Forestry Resources, Land Use/Planning, Minerals, Population and Housing, and Recreation.

HELIX will distribute the draft NOP to the County and incorporate comments into a final version for public distribution. The NOP will alert the State Clearinghouse (SCH), public agencies, and other stakeholders that an EIR will be prepared for the proposed project. The County will be responsible for distributing the NOP for public and agency review and its associated costs. HELIX will also prepare a Notice of Completion (NOC) for the County to file electronically along with the NOP to the SCH.

HELIX will support the organization and facilitation of one public scoping meeting during the 30-day NOP review period to solicit feedback from public agencies and other stakeholders to help identify a range of alternatives, mitigation measures, and significant effects to be analyzed in depth in the EIR. The date and location of the scoping meeting (as well as a link to the virtual hearing) will be included in the NOP that will be filed with the Inyo County Clerk and SCH. HELIX will staff the public scoping meeting virtually and collect written and/or verbal comments during the public scoping meeting; we will prepare a scoping report for County consideration and use during development of the EIR. Public input gathered during the public scoping meeting will be considered and directly integrated into the EIR Project Description and analysis, as appropriate, during this iterative process. Upon completion of the public scoping meeting, the HELIX Team will prepare a summary memorandum based on informal notes and feedback from the meeting for submission to the County.

Deliverables: Draft and Final NOP, Draft and Final NOC, and Public Scoping Meeting Summary Report.

Task 4: Draft EIR and Supporting Technical Studies

HELIX will employ a unique but tried/tested approach to EIR preparation to maximize value to the County and project applicant. We propose delivering final versions of the technical studies listed below and incorporating results of the same into a public review draft EIR for circulation through the SCH. Following close of public comment and upon receipt of all comment letters, we will coordinate with the County for additional authorization to prepare responses to public comments, Findings of Fact/Statement of Overriding Consideration, the Final EIR, and presentation of the Final EIR during Planning Commission and Board of Supervisor hearings. Due to the potential controversial nature of the proposed project, this approach maximizes efficiency by forecasting the level of effort for the known aspects of the project, while avoiding speculation as to level of effort for unknown aspects of the project.

4.1: Draft EIR

HELIX will prepare an administrative draft EIR that adheres to CEQA and CEQA Guideline requirements. The EIR will cover all topic areas in the CEQA Guidelines (minus those identified in Task 3) but will focus on resource categories for which significant impacts could occur. For each environmental topic area, HELIX will describe existing conditions, assess potential environmental impacts, and recommend feasible mitigation measures, where applicable. The level of analysis and degree of impact will vary depending upon the environmental topic area and the potential for thresholds of significance to be triggered. Other federal, state, regional, or local agencies with permit requirements or other approval authority over the project will be identified where appropriate. The administrative draft EIR will be prepared based on the approved project description. HELIX will submit an electronic copy of the administrative draft EIR to the County for review and comment. The administrative draft EIR will include the following sections:

Executive Summary: The executive summary will include an overview of the project, identify the project sponsor(s), summarize alternatives evaluated (shown in a comparison matrix), present the environmentally superior alternative, and identify areas of controversy and issues to be resolved, project impacts, and mitigation measures (with an indicator of level of significance before and after mitigation) as well as monitoring proposed.

Introduction: The introduction will describe the purpose of the EIR and will outline its contents. It is also expected to contain a discussion of public involvement in the CEQA process as well as the purpose and content of the EIR.

Project Description: The project description will include the regional and specific location of the proposed project, project background, objectives, and characteristics.

Environmental Setting, Impacts, and Mitigation Measures: Each environmental topic area will include a description of the environmental and regulatory setting (i.e., existing conditions that will serve as the baseline to assess impacts) and identification of environmental effects of the proposed project. The analysis will be based on publicly available scientific/ factual data and legislative and/or relevant regulatory performance standards of federal, state, regional, or local agencies. The environmental topic areas will also include discussions of the ways to avoid or minimize, or reduce the significant or potentially significant effects identified to less-than-significant levels,

if any significant impacts are identified. The EIR environmental topic area analysis is presumed to focus on the following environmental issue areas:

Biological Resources: The biological resources section will include summaries of federal, state, and local plans, policies, and regulations related to protection of biological resources. The section will describe the general existing conditions for biological resources in the project area based on database searches and desktop analyses (described in detail below). Species and resources likely to be addressed include desert tortoise, Mojave ground squirrel, Joshua tree, special-status plants, and aquatic/riparian habitat. The evaluation will incorporate appropriate best management practices and other measures from County documents (e.g., policies from the Inyo County General Plan) to avoid and minimize impacts and will recommend mitigation to reduce potential impacts where necessary. Avoidance, minimization, and mitigation measures likely will require field surveys before construction activities in some areas to verify habitat and assess the suitability for special-status species to occur. In addition, measures will identify necessary actions (e.g., seasonal constraints for construction) to avoid or mitigate impacts to sensitive biological resources.

Cultural Resources and Tribal Cultural Resources: The Cultural Resources and Tribal Cultural Resources sections will rely on information contained in the Cultural Resources Assessment (outlined below) and will summarize the inventory findings, discuss potential for significant impacts to resources, and outline mitigation measures for unanticipated discoveries.

Air Quality and GHG: The proposed project's air quality and GHG emissions estimates will be modeled and incorporated into the EIR as required under CEQA. Please see the full description of the technical study to be undertaken for these environmental issue areas below.

Other CEQA Resource Categories: HELIX will provide brief qualitative analyses for the remaining CEQA resource categories (i.e., energy, wildfire, etc.), relying on publicly available information and data; we assume that significant effects are not anticipated for these resource categories.

As described for Task 3, it is anticipated that several resource categories will be identified as having "no impact" due to the proposed project and will not be included in the EIR. Those resource categories will be summarized, pursuant to CEQA Guidelines Section 15128.

Alternatives Analysis. Up to three alternatives will be discussed in the administrative draft EIR, including the No Project Alternative. HELIX will identify alternatives after initial identification of potentially significant impacts, so alternatives reduce at least one significant effect, as required by CEQA Guidelines Section 15126.6. Impacts of alternatives will be addressed qualitatively in a manner consistent with CEQA requirements and will be compared to project impacts. The alternatives analysis will present a matrix that compares impacts. An environmentally superior alternative will be identified.

Other CEQA Sections

The EIR will also include the following:

Significant Environmental Effects Which Cannot Be Avoided: This section will clearly and succinctly summarize significant and unavoidable environmental effects, if any, of the proposed project as evaluated in the EIR pursuant to CEQA Guidelines Section 15126.2(c).

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Cumulative Impacts: HELIX will evaluate the impacts of cumulative development and activities on all the resource issues evaluated in the EIR pursuant to CEQA Guidelines Section 15130. In addition to obtaining current information on reasonably foreseeable probable future projects in the County, HELIX may contact other agencies that may undertake relevant projects in the County, such as Caltrans and the City of Los Angeles Department of Water and Power.

References and Persons/Agencies Consulted and Report Preparers: The EIR will identify agencies, organizations, and individuals consulted during EIR preparation. It will also list those who prepared the EIR pursuant to CEQA Guidelines Section 15129.

Following review of the administrative draft EIR by the County and receipt of one set of consolidated comments electronically in tracked changes, HELIX will staff a virtual meeting to discuss comments and agree on revisions to the administrative draft EIR. After resolving issues related to the comments, HELIX will incorporate comments and prepare a print ready draft EIR. HELIX will submit the print-ready draft electronically for final approval and final changes will be provided to HELIX electronically in track changes mode. HELIX will incorporate the necessary revisions and prepare the draft EIR electronically for public circulation by the County via the SCH.

Following approval of the draft EIR for public review, HELIX will provide the document electronically to the County for posting on its website for a 45-day public review period and for filing electronically with the SCH. HELIX will prepare the required CEQA notices to support the public review process, including draft and final Notice of Availability (NOA) of the draft EIR and the NOC. The Draft NOA and NOC will be submitted to the County, and the Final NOA and NOC will be submitted to the County with the public review draft EIR for distribution and filing with the Inyo County Clerk Recorder and with the SCH. The County shall be responsible for filing the draft program EIR, NOA, and NOC with the SCH electronically. The County shall file the draft program EIR with the Clerk's office.

HELIX will prepare an abbreviated version of the NOA for publication in one newspaper of general circulation in the project area to be determined by the County. The County shall be responsible for publishing the newspaper notice and payment of associated publication fees.

Deliverables: Administrative Draft EIR; Print Ready Draft EIR; Draft EIR; NOA; NOC (MS Word™ format).

4.2: Supporting Technical Studies

Biological Resources. HELIX will prepare a Biological Resources Assessment (BRA) Report specific to the five-acre project footprint that will be used to support CEQA and regulatory permitting, if applicable. Studies conducted in support of the report will consist of a desktop review, a general biological reconnaissance survey, a floral and faunal inventory, a focused botanical (rare plant) survey, aquatic resource mapping (if applicable), and an analysis of potential impacts to biological resources as well as proposed measures to reduce and/or avoid such impacts.

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Assembly Bill 52 Support. HELIX will support the County in mandatory consultation with California Native American tribes under Assembly Bill 52 (AB 52). HELIX will draft consultation invite letters for use by the County, attend tribal consultation meetings as subject matter experts for archaeology, and/or provide technical support during the AB 52 consultation process. HELIX will document the consultation process as part of the administrative record and advise the County on how to conclude the consultation, as specified by AB 52. This scope assumes eight hours total of tribal meeting attendance.

Paleontological Resources Literature Review. Cogstone will prepare a Paleontological Resources Literature Review Report for the project in compliance with CEQA. Cogstone will begin by identifying any paleontological resources within the project area as well as within one half mile from the project area by requesting a paleontological records search from the Natural History Museum of Los Angeles County (NHMLAC). In addition, Cogstone's will conduct background research to identify paleontological resources using Cogstone's in-house records and will develop brief contexts for paleontological resources. The results of the literature review will be summarized in a Paleontological Resources Literature Review Report. Cogstone will respond to a maximum of two rounds of comments and prepare the final report.

Hydrology and Water Quality Analysis. Geocon will evaluate potential hydrology and water quality impacts associated with each component of the proposed project as necessary to address CEQA Guidelines Appendix G criteria and applicable County initial study guidelines pertaining to hydrology and water quality where relevant to the project. Criteria include water quality standards, sustainable groundwater basin management, alteration of local drainage, risk release of pollutants, and conflicts with water quality control plan or sustainable groundwater management plan. Geocon's analysis will include publicly available meteorological information, surface runoff characteristics of site under baseline and proposed project conditions, the potential of groundwater pumping on groundwater quality, analytical modeling of the drawdown caused due to groundwater pumping on nearby wells and springs, and identification of project design elements/commitments or proposed mitigation that would avoid or reduce potentially significant impacts.

Geocon's first deliverable will be Peer Review Technical Memorandum which will list the documents reviewed, summarize key data points, and identify substantial data gaps. Options may include field data collection efforts or identification of Adaptive Management strategies that could be included in mitigation measures to address potentially significant impacts. Prior to preparing the second deliverable, Geocon will assess the need of a stand-alone WSA. To make that determination, Geocon will review water usage rates for various residential projects in Inyo County and nearby areas to identify water demand factors and then estimate the demand for a 500 dwelling unit project. If the project water demand of 410 acre-feet per year exceeds that value, then a stand-alone WSA will be prepared as part of this scope of work. If a stand-alone WSA is not needed, a similar evaluation will be in the third deliverable – the Hydrology and Water Quality Analysis Report. The Hydrology and Water Quality Analysis Report will describe the applicable regulatory setting, the existing environmental setting, the analysis methodology, and present the evaluation of potential impacts based on the CEQA Appendix G significance criteria. Where mitigation is needed, Geocon will identify appropriate mitigation measures and mitigation monitoring that would be necessary to verify performance of the mitigation measures and reduce the potential impact to less than significant.

Traffic Impact Analysis. LSC will conduct a traffic impact analysis that includes a person trip analysis of the specific uses and truck trips defined in the project scope. This analysis will assess peak summer conditions under both existing and future scenarios, comparing the proposed project with a no-build alternative. The evaluation will include an assessment of the site access location to determine whether additional turn lanes are warranted. Additionally, the analysis will measure the impact on VMT for each trip type, incorporating full trip lengths for long-distance distribution truck trips. Given these factors, it is likely that the project's VMT will not meet established standards, necessitating a Statement of Overriding Considerations due to significance.

Air Quality, GHG, and Energy. HELIX will prepare an Air Quality and GHG Emissions and Energy Technical Report in accordance with the requirements of CEQA. HELIX will calculate air quality and GHG emissions associated with construction and operation of the project using the California Emissions Estimator Model (CalEEMod). HELIX will utilize the results of the project traffic study and VMT analysis for modeling of project mobile source emissions. Because neither Inyo County nor the Great Basin Unified Air Pollution Control District (GBUACPD) have established numerical significance thresholds for quantitatively determining air quality impacts, the significance of project emissions of criteria pollutants will be determined using the thresholds adopted by the Mojave Desert Air Quality Management District (MDAQMD). An analysis will be completed to determine whether the project would conflict with applicable air quality plans and policies, including the State Implementation Plan and the Inyo County General Plan. Impacts related to health risks from localized concentrations of project emissions of toxic air contaminant (TAC), including diesel particulate matter (DPM), will be evaluated qualitatively. It is expected that a screening calculation will demonstrate that the project would not cause severe congestion at a major intersection resulting in a local carbon monoxide (CO) "hotspot." Because neither Inyo County nor the GBUACPD have established thresholds for determining the significance of a project's GHG emissions, the project's GHG emissions impact will be evaluated considering the thresholds for industrial projects adopted by the MDAQMD and/or the South Coast Air Quality Management District (SCAQMD). An analysis will be completed to determine whether the project would conflict with applicable GHG emissions reduction plans and policies, including the Inyo County General Plan and the California Air Resource Board's 2022 *Scoping Plan for Achieving Carbon Neutrality*. HELIX will quantify anticipated project energy use including consumption of electricity, natural gas, and transportation fuels (diesel and gasoline). HELIX will briefly compare the project's energy consumptions with estimated regional and state energy supplies. An

analysis will be completed to determine whether the project would conflict with state and local plans, policies, and regulations for the conservation of energy.

Noise. HELIX will prepare a Noise and Vibration Technical Report in accordance with the requirements of CEQA and Inyo County. HELIX will conduct a field inspection of the site and measure the existing sound levels, including up to two short-term (15-minute) ambient noise measurements at locations on or around the project site. Because there are no noise or vibration sensitive land uses within 0.5-mile of the project site, HELIX will evaluate potential impacts from project construction and operational noise generated on the project site qualitatively. HELIX will evaluate changes in ambient traffic noise in the project vicinity due to the addition of project-related traffic. HELIX will evaluate traffic noise using appropriate calculation methodology or modeling, such as the Federal Highway Administration's Traffic Noise Model. HELIX will utilize data from the project-specific traffic study for use in the traffic noise calculations.

Task 5: Final EIR and Responses to Comments

Following closure of public comments, HELIX will coordinate with the Inyo County Planning Department to address public comments received on the public review draft EIR. As it is somewhat speculative as to the number of comments to be addressed, along with the potential for requested revision to one or more of the supporting technical studies, HELIX has forecasted approximately 600 hours of professional time to prepare draft and final responses to comments, an administrative draft Final EIR, a Final EIR, draft and final Statement of Overriding Considerations/Findings of Fact, a Mitigation Monitoring and Reporting Program, Notice of Determination, and attendance at one Board of Supervisors Meeting in support of the Final EIR. HELIX reserves the right to revise this level of effort estimation in coordination with the County upon receipt of all public comments and in advance of preparing the above outlined deliverables. Revision to technical studies may require additional authorization.

Deliverables: Draft/Final Responses to Comments, Admin Draft Final EIR, Final EIR, Draft/Final Statement of Overriding Considerations/Findings of Fact, Mitigation Monitoring and Reporting Program, and Notice of Determination.

FEE

Task Number	Task Name	Fee
Task 1	Meetings and Progress Reports	\$14,840
Task 2	Coordination with Responsible and Trustee Agencies	\$9,150
Task 3	Notice of Preparation and Initial Study	\$32,400
Task 4	Draft EIR and Supporting Technical Studies	\$294,262
Task 5	Final EIR and Responses to Comments	\$125,000
Total		\$475,652

SCHEDULE

We understand that execution of the contract by the Chairperson of the Inyo County Board of Supervisors (Board) will constitute notice to proceed. Our schedule is based on Board approval at the April 29, 2025 meeting.

Task Number	Task Name	Start Date	End Date	Duration
	Contract Award/Notice to Proceed	Aug 5, 2025	--	--
Task 1	Meetings and Progress Reports	Aug 6, 2025	Aug 5, 2026	12 Months
Task 2	Coordination with Responsible and Trustee Agencies	Sep 6, 2025	Feb 5, 2026	6 Months
Task 3	Notice of Preparation and Initial Study	Oct 1, 2025	Mar 31, 2026	6 Weeks
Task 4	Draft EIR and Supporting Technical Studies	Nov 1, 2025	Apr 30, 2026	6 Months
Task 5	Final EIR and Responses to Comments	Aug 1, 2026	Nov 30, 2026	4 Months

QUALIFICATIONS



V. B.

Related Experience

Inyo County Renewable Energy General Plan Amendment and PEIR. HELIX assisted Inyo County with the preparation of a Renewable Energy General Plan Amendment (REGPA) and Program EIR (PEIR) to address state-mandated renewable energy demands and potential future utility-scale renewable energy projects within the County's footprint. In addition to the technical reports (e.g., air quality, biological resources, socioeconomic impacts, etc.) associated with the PEIR, HELIX was responsible for managing a proactive and large-scale public involvement campaign working directly with the County, residents, landowners, California Energy Commission

Exhibit A

upon close of public comment and receipt of all comment letters, HELIX will coordinate with the County to develop a follow-on scope for the accurate and expedited completion of the Final EIR (including development of the anticipated Findings of Fact and Statement of Overriding Considerations). This approach provides both the County and project applicant with assurance that the level of effort necessary to prepare the Final EIR is both concise and expeditious.

- HELIX is flexible in amending this scope of work at the County's request, including conducting peer reviews and incorporating technical studies and information prepared by the project applicant into the EIR. With our wealth of experience in the Owens Valley and a proven track record of working hand-in-hand with County staff to deliver rock solid CEQA documentation, *we are simply the best team for the job.*

This proposal includes our scope of services, total fee, and schedule, as well as our qualifications, staff, and subconsultants, and is based upon the project description, construction plan set, and renderings developed by the project applicant as attached to the Request for Proposals dated March 4, 2025. There are other important aspects to our scope of work which would not fit in the ten-page page limit; therefore, please find a list of project assumptions and other ancillary information in **Appendix A**.

SCOPE OF SERVICES

Task 1: Meetings and Progress Reports

HELIX will staff regular team meetings with the County, tribal governments/representatives, responsible/trustee agencies, and the project applicant (or their agents/consultants) to discuss EIR attributes, schedule, and/or processing status. Meetings will be attended remotely (virtual) or via telephone. Face-to-face meetings may be accommodated with additional authorization for travel. HELIX assumes meetings will occur on a monthly basis throughout the processing period of the EIR. We have budgeted a total of 60 hours and assume an expenditure of approximately 4 hours per meeting, including preparation of monthly meeting minutes. The meeting minutes will constitute progress reports that shall be provided to the County in MS Word™ format.

Deliverable: Monthly meeting minutes (progress reports) transmitted electronically.

Task 2: Coordination with Responsible and Trustee Agencies

HELIX will coordinate with responsible and trustee agencies, as identified by the County and documented in the EIR. Potential responsible and trustee agencies may include the California Department of Transportation (Caltrans), the Department of Water Resources (DWR), California Department of Fish and Wildlife (CDFW), and/or the Lahontan Regional Water Quality Control Board. Coordination will take the form of virtual meetings to discuss project attributes that may trigger regulatory oversight or authorization by the public resource agencies listed above. Documentation beyond the EIR that may requested by one or more of the responsible and trustee agencies is not included in this scope of work. We have budgeted a total of 40 hours of HELIX staff time for this task.

Deliverable: N/A – meeting attendance and coordination.

Task 3: Notice of Preparation and Initial Study

HELIX will prepare a draft Notice of Preparation (NOP) for the project in conformance with CEQA Guidelines Section 15082. The NOP will outline the focus of the EIR and include an Environmental Checklist (based on Appendix G of the CEQA Guidelines) identifying those environmental topic areas that would not be impacted by the proposed project. Rationale and available substantial evidence will be cited for “no impact” findings. It is anticipated that the following environmental topic areas, at a minimum, will be ruled out of the EIR due to no impact: Agriculture/Forestry Resources, Land Use/Planning, Minerals, Population and Housing, and Recreation.

HELIX will distribute the draft NOP to the County and incorporate comments into a final version for public distribution. The NOP will alert the State Clearinghouse (SCH), public agencies, and other stakeholders that an EIR will be prepared for the proposed project. The County will be responsible for distributing the NOP for public and agency review and its associated costs. HELIX will also prepare a Notice of Completion (NOC) for the County to file electronically along with the NOP to the SCH.

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Task 4: Draft EIR and Supporting Technical Studies

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Cultural Resources. HELIX will prepare a Cultural Resources Assessment (CRA) that can be used to support CEQA and regulatory permitting, if applicable. The CRA will consist of background research, including a records search and a review of the Sacred Lands File maintained by the California Native American Heritage Commission; outreach to potentially interested stakeholder groups, including tribes; a pedestrian field survey of the project site; and the preparation of a technical report to document the methods, findings, and recommendations of the CRA. Because the CRA would need to be suitable for regulatory permitting, including a federal nexus, it will be prepared to meet the requirements of Section 106 of the National Historic Preservation Act.

Assembly Bill 52 Support. HELIX will support the County in mandatory consultation with California Native American tribes under Assembly Bill 52 (AB 52). HELIX will draft consultation invite letters for use by the County, attend tribal consultation meetings as subject matter experts for archaeology, and/or provide technical support during the AB 52 consultation process. HELIX will document the consultation process as part of the administrative record and advise the County on how to conclude the consultation, as specified by AB 52. This scope assumes eight hours total of tribal meeting attendance.

Paleontological Resources Literature Review. Cogstone will prepare a Paleontological Resources Literature Review Report for the project in compliance with CEQA. Cogstone will begin by identifying any paleontological resources within the project area as well as within one half mile from the project area by requesting a paleontological records search from the Natural History Museum of Los Angeles County (NHMLAC). In addition, Cogstone's will conduct background research to identify paleontological resources using Cogstone's in-house records and will develop brief contexts for paleontological resources. The results of the literature review will be summarized in a Paleontological Resources Literature Review Report. Cogstone will respond to a maximum of two rounds of comments and prepare the final report.

Hydrology and Water Quality Analysis. Geocon will evaluate potential hydrology and water quality impacts associated with each component of the proposed project as necessary to address CEQA Guidelines Appendix G criteria and applicable County initial study guidelines pertaining to hydrology and water quality where relevant to the project. Criteria include water quality standards, sustainable groundwater basin management, alteration of local drainage, risk release of pollutants, and conflicts with water quality control plan or sustainable groundwater management plan. Geocon's analysis will include publicly available meteorological information, surface runoff characteristics of site under baseline and proposed project conditions, the potential of groundwater pumping on groundwater quality, analytical modeling of the drawdown caused due to groundwater pumping on nearby wells and springs, and identification of project design elements/commitments or proposed mitigation that would avoid or reduce potentially significant impacts.

Geocon's first deliverable will be Peer Review Technical Memorandum which will list the documents reviewed, summarize key data points, and identify substantial data gaps. Options may include field data collection efforts or identification of Adaptive Management strategies that could be included in mitigation measures to address potentially significant impacts. Prior to preparing the second deliverable, Geocon will assess the need of a stand-alone WSA. To make that determination, Geocon will review water usage rates for various residential projects in Inyo County and nearby areas to identify water demand factors and then estimate the demand for a 500 dwelling unit project. If the project water demand of 410 acre-feet per year exceeds that value, then a stand-alone WSA will be prepared as part of this scope of work. If a stand-alone WSA is not needed, a similar evaluation will be in the third deliverable – the Hydrology and Water Quality Analysis Report. The Hydrology and Water Quality Analysis Report will describe the applicable regulatory setting, the existing environmental setting, the analysis methodology, and present the evaluation of potential impacts based on the CEQA Appendix G significance criteria. Where mitigation is needed, Geocon will identify appropriate mitigation measures and mitigation monitoring that would be necessary to verify performance of the mitigation measures and reduce the potential impact to less than significant.

Traffic Impact Analysis. LSC will conduct a traffic impact analysis that includes a person trip analysis of the specific uses and truck trips defined in the project scope. This analysis will assess peak summer conditions under both existing and future scenarios, comparing the proposed project with a no-build alternative. The evaluation will include an assessment of the site access location to determine whether additional turn lanes are warranted. Additionally, the analysis will measure the impact on VMT for each trip type, incorporating full trip lengths for long-distance distribution truck trips. Given these factors, it is likely that the project's VMT will not meet established standards, necessitating a Statement of Overriding Considerations due to significance.

Air Quality, GHG, and Energy. HELIX will prepare an Air Quality and GHG Emissions and Energy Technical Report in accordance with the requirements of CEQA. HELIX will calculate air quality and GHG emissions associated with construction and operation of the project using the California Emissions Estimator Model (CalEEMod). HELIX will utilize the results of the project traffic study and VMT analysis for modeling of project mobile source emissions. Because neither Inyo County nor the Great Basin Unified Air Pollution Control District (GBUACPD) have established numerical significance thresholds for quantitatively determining air quality impacts, the significance of project emissions of criteria pollutants will be determined using the thresholds adopted by the Mojave Desert Air Quality Management District (MDAQMD). An analysis will be completed to determine whether the project would conflict with applicable air quality plans and policies, including the State Implementation Plan and the Inyo County General Plan. Impacts related to health risks from localized concentrations of project emissions of toxic air contaminant (TAC), including diesel particulate matter (DPM), will be evaluated qualitatively. It is expected that a screening calculation will demonstrate that the project would not cause severe congestion at a major intersection resulting in a local carbon monoxide (CO) "hotspot." Because neither Inyo County nor the GBUAPCD have established thresholds for determining the significance of a project's GHG emissions, the project's GHG emissions impact will be evaluated considering the thresholds for industrial projects adopted by the MDAQMD and/or the South Coast Air Quality Management District (SCAQMD). An analysis will be completed to determine whether the project would conflict with applicable GHG emissions reduction plans and policies, including the Inyo County General Plan and the California Air Resource Board's 2022 *Scoping Plan for Achieving Carbon Neutrality*. HELIX will quantify anticipated project energy use including consumption of electricity, natural gas, and transportation fuels (diesel and gasoline). HELIX will briefly compare the project's energy consumptions with estimated regional and state energy supplies. An

analysis will be completed to determine whether the project would conflict with state and local plans, policies, and regulations for the conservation of energy.

Noise. HELIX will prepare a Noise and Vibration Technical Report in accordance with the requirements of CEQA and Inyo County. HELIX will conduct a field inspection of the site and measure the existing sound levels, including up to two short-term (15-minute) ambient noise measurements at locations on or around the project site. Because there are no noise or vibration sensitive land uses within 0.5-mile of the project site, HELIX will evaluate potential impacts from project construction and operational noise generated on the project site qualitatively. HELIX will evaluate changes in ambient traffic noise in the project vicinity due to the addition of project-related traffic. HELIX will evaluate traffic noise using appropriate calculation methodology or modeling, such as the Federal Highway Administration's Traffic Noise Model. HELIX will utilize data from the project-specific traffic study for use in the traffic noise calculations.

Task 5: Final EIR and Responses to Comments

Following closure of public comments, HELIX will coordinate with the Inyo County Planning Department to address public comments received on the public review draft EIR. As it is somewhat speculative as to the number of comments to be addressed, along with the potential for requested revision to one or more of the supporting technical studies, HELIX has forecasted approximately 600 hours of professional time to prepare draft and final responses to comments, an administrative draft Final EIR, a Final EIR, draft and final Statement of Overriding Considerations/Findings of Fact, a Mitigation Monitoring and Reporting Program, Notice of Determination, and attendance at one Board of Supervisors Meeting in support of the Final EIR. HELIX reserves the right to revise this level of effort estimation in coordination with the County upon receipt of all public comments and in advance of preparing the above outlined deliverables. Revision to technical studies may require additional authorization.

Deliverables: Draft/Final Responses to Comments, Admin Draft Final EIR, Final EIR, Draft/Final Statement of Overriding Considerations/Findings of Fact, Mitigation Monitoring and Reporting Program, and Notice of Determination.

FEE

Task Number	Task Name	Fee
Task 1	Meetings and Progress Reports	\$14,840
Task 2	Coordination with Responsible and Trustee Agencies	\$9,150
Task 3	Notice of Preparation and Initial Study	\$32,400
Task 4	Draft EIR and Supporting Technical Studies	\$294,262
Task 5	Final EIR and Responses to Comments	\$125,000
	Total	\$475,652

SCHEDULE

We understand that execution of the contract by the Chairperson of the Inyo County Board of Supervisors (Board) will constitute notice to proceed. Our schedule is based on Board approval at the April 29, 2025 meeting.

Task Number	Task Name	Start Date	End Date	Duration
	Contract Award/Notice to Proceed	Aug 5, 2025	--	--
Task 1	Meetings and Progress Reports	Aug 6, 2025	Aug 5, 2026	12 Months
Task 2	Coordination with Responsible and Trustee Agencies	Sep 6, 2025	Feb 5, 2026	6 Months
Task 3	Notice of Preparation and Initial Study	Oct 1, 2025	Mar 31, 2026	6 Weeks
Task 4	Draft EIR and Supporting Technical Studies	Nov 1, 2025	Apr 30, 2026	6 Months
Task 5	Final EIR and Responses to Comments	Aug 1, 2026	Nov 30, 2026	4 Months

QUALIFICATIONS

Related Experience

Inyo County Renewable Energy General Plan Amendment and PEIR. HELIX assisted Inyo County with the preparation of a Renewable Energy General Plan Amendment (REGPA) and Program EIR (PEIR) to address state-mandated renewable energy demands and potential future utility-scale renewable energy projects within the County's footprint. In addition to the technical reports (e.g., air quality, biological resources, socioeconomic impacts, etc.) associated with the PEIR, HELIX was responsible for managing a proactive and large-scale public involvement campaign working directly with the County, residents, landowners, California Energy Commission



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

August 19, 2025

Reference ID:
2025-529

Fiscal Year 2024-2025 Child Support Services Review Child Support Services NO ACTION REQUIRED

ITEM SUBMITTED BY

Amy Weurdig, Child Support Services Regional Director

ITEM PRESENTED BY

Amy Weurdig, Child Support Services Regional Director, Courtney Bos, Administrative Analyst

RECOMMENDED ACTION:

Receive a presentation regarding the Eastern Sierra Child Support Program.

BACKGROUND / SUMMARY / JUSTIFICATION:

Eastern Sierra Department of Child Support, serving Inyo and Mono Counties, actively seeks to provide Family-Centered Service through partnerships with other State and County agencies, to establish and collect consistent child support payments to families.

Region-wide, the agency has 905 open cases at the end of July 2025. Eastern Sierra Child Support establishes paternity, establishes child support, and collects child support as well as locates parents and performs enforcement actions to support the financial well-being of families.

This 10-minute workshop will focus on Federal Fiscal Year 2024 collections and performance, important program statistics, and program-specific highlights.

FISCAL IMPACT:

There is no fiscal impact associated with this review.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

This is an informational item only, though the Board could choose not to receive the presentation.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services
Economic Enhancement | Local Businesses, Organizations, and Workforce
High Quality Services | High-Quality County Government Services
High Quality Services | Improved Access to Government

APPROVALS:

Darcy Israel	Created/Initiated - 08/05/2025
Darcy Israel	Approved - 08/05/2025
Nate Greenberg	Final Approval - 08/10/2025

ATTACHMENTS:

1. Child Support Services Workshop



EASTERN SIERRA CHILD SUPPORT INYO BOARD OF SUPERVISORS 2025 AUGUST

Amy Weurdig – Director

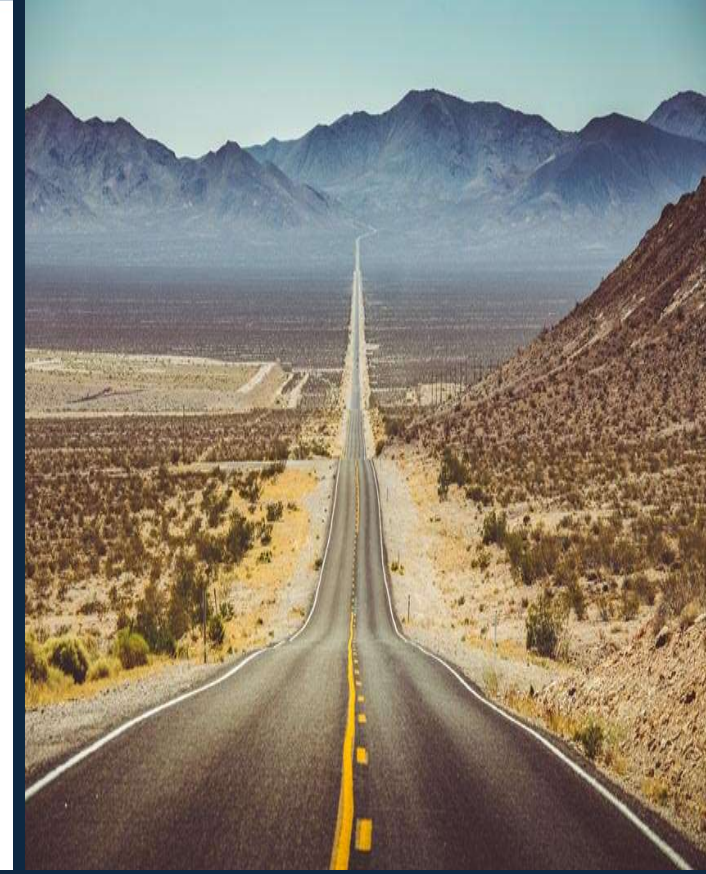
Courtney Bos – Administrative Analyst II

Child Support Awareness Month

August is Child Support Awareness Month, recognized in California and nationwide. This year, it's important to acknowledge the positive changes and modernization under the Newsom administration and across the country: *in the last five years there has been more legislative action improving the child support program than in the past five decades.*

The goal is to help Californians co-parenting their children to thrive and avoid the expense and hassles that come with attorneys and private companies.

For those who have considered the high-priced alternatives, now is the time to enroll in child support services, get or change your court order for child support free of charge, and learn about all the other benefits for both of you and your kids free. Visit childsupport.ca.gov to enroll in services or to learn more about how we can help.





Vision & Mission

- Our vision is to serve our participants, so that all can navigate child support from beginning to end.
- Our mission is to serve each family with compassion and respect, and to empower every family to be economically self-sufficient, by building resilient families through a variety of services
- The Core Values of Eastern Sierra DCSS are Service, Compassion, Respect, and Empowerment. We believe that living by these Core Values we enable not only our participants but also ourselves to reach our highest potential as human beings.



FY2024-2025

- Incarceration Release update
- New Guideline Calculator
- Drivers License Release
- Outreach Events
- Hiring & Training
- Fiscal Audit for FY2021-2022

Federal Performance Measures (FPM)

The Child Support Performance and Incentive Act of 1998 enacted significant changes in the way federal incentives are paid to states:

FPM 1: Paternity Establishment Percentage

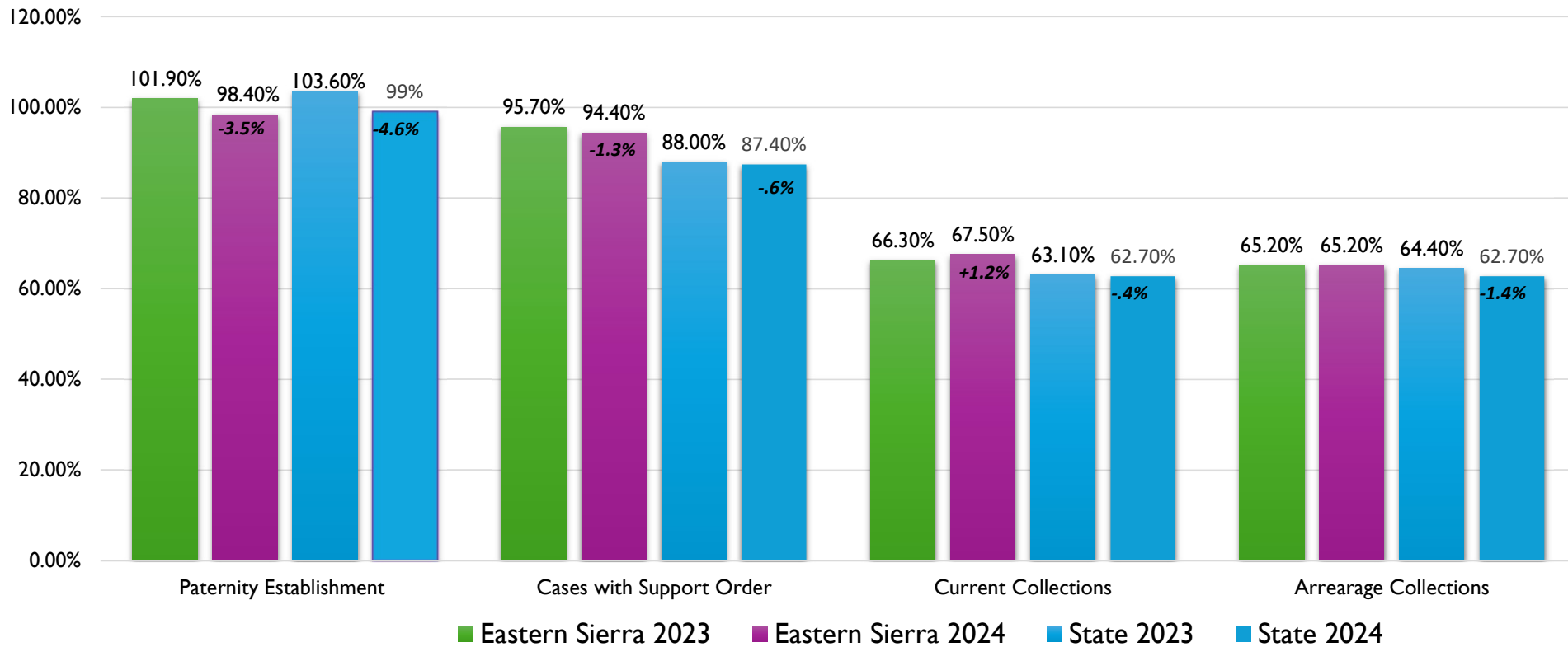
FPM 2: Percent of Cases with Child Support Orders

FPM 3: Percentage of Current Collections

FPM 4: Percentage of Arrearage Collection

FPM 5: Cost Effectiveness level

Federal Fiscal Year FPMs



Former Assistance Arrears Pass Through



WHY: Law changed allowing all monies owed to the state to pass through to the Parent Receiving Support when a Parent Paying Support (PPS) makes a payment, encouraging self-sustainability to families.

WHEN: May 1, 2024

More info online @ Childsupport.ca.gov

[Former Assistance Arrears Pass Through | CA Child Support Services](#)

THANK YOU



- ▶ Amy Weurdig
- ▶ Weurdig.amy@inyo.cse.ca.gov
- ▶ [Inyo County DCSS](#)
- ▶ [Mono County DCSS](#)



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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

August 19, 2025

Reference ID:
2025-558

Retroactive Approval of Emergency Purchase of Three Nutanix Nodes for Independence Data Center

County Administrator - Information Services

ACTION REQUIRED

ITEM SUBMITTED BY

Abhilash Itharaju, Assistant Chief Information
Officer

ITEM PRESENTED BY

Abhilash Itharaju, Assistant Chief Information
Officer, Noam Shendar, Chief Information Officer

RECOMMENDED ACTION:

- A) Declare Roundstone Solutions, Inc. of Orinda, CA, a sole-source provider of Nutanix nodes;
- B) Retroactively authorize a Purchase Order in an amount not to exceed \$102,782 plus freight (not to exceed \$1,000), payable to Roundstone Solutions, Inc. of Orinda, CA, for three (3) Nutanix NX-1175S-G9 (Single CPU nodes); and
- C) Retroactively authorize the County Administrative Officer's emergency purchase of Nutanix server for Independence data center.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County relies on two data centers, located in Bishop and Independence. These data centers support a number of mission-critical operations via associated software platforms and technology. Currently, there is a lack of redundancy between the data centers, posing a vulnerability issue. Should there be a loss of power, environmental control issue, or natural disaster, a loss of access to important systems and data would result - causing work stoppages or more significant impacts.

Given recent temperature control issues in one of the County data centers, there is a significant risk of service interruption. To mitigate the risk, an Emergency Purchase Order was issued by the County Administrative Officer to acquire a backup data storage node for the County's second data center. Once installed, traffic could be redirected to the second data center within minutes, should the need arise.

Section D.2 of the Inyo County Purchasing Policy speaks to the authorization to make this purchase under an "Emergency Situation." and the process associated with doing so. In summary, the section states that "Emergency situations are unforeseeable events that necessitate the immediate spending of money to remedy them... when public health or welfare necessitates that a department immediately spend money, they may do so without any adherence to the competitive processes or approval limits set out in this Policy. Unless the purchase is made during a formally declared state of emergency (see Section VII), the department must seek retroactive approval of the purchase from the Board of Supervisors as soon as possible."

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	011806
Budgeted?	Yes	Object Code	5650
Recurrence	One-Time Expenditure	Sole Source?	Yes
If Sole Source, provide justification below			
Please see the attached sole source purchase authorization			
Current Fiscal Year Impact			
Up to \$102,782 plus freight (not to exceed \$1,000) for the period between 07/2025 and 06/2026			
Future Fiscal Year Impacts			
N/A			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board can choose not to retroactively approve this purchase and cancel the pending order, but this is not recommended. This project was approved and funded as part of the FY 2025-2026 Preliminary Budget and the nodes are being purchased to provide redundancy for mission-critical software and technology supporting daily operations. Should the Board decide not to support this purchase, several important elements of the County's daily operations would be at risk of service interruption if there were to be a data center failure.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Administration; Auditor-Controller

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services

High Quality Services | Improved County Facilities

APPROVALS:

Abhilash Itharaju	Created/Initiated - 08/12/2025
Darcy Israel	Approved - 08/12/2025
John Vallejo	Approved - 08/12/2025
Amy Shepherd	Approved - 08/12/2025
Noam Shendar	Approved - 08/12/2025
Nate Greenberg	Final Approval - 08/12/2025

ATTACHMENTS:

1. Nutanix for County of Inyo
2. Sole Source Form & State Contract - Nutanix



July 21, 2025

Mr. Michael Baffrey
Senior Programmer Analyst
County of Inyo
168 N. Edwards St.
Independence, CA 93526

Dear Mike:

Thank you very much for the opportunity to work with you and the County of Inyo on the supply of additional Nutanix appliances for your environment. It is with pleasure that we provide this *updated* proposal on behalf of Roundstone Solutions (Roundstone) and our partner Nutanix.

On the attached page, please find the details of our proposal.

If you have any questions, please let me know. Thanks again for the chance to continue to work with you and the County.

Sincerely,

ROUNDSTONE SOLUTIONS INC.

Timothy J. Joyce
President and CEO

The County of Inyo and Roundstone Solutions agree that this order is non-cancellable and will be followed up by a Purchase Order from the County of Inyo.

AGREED AND ACCEPTED:

Name

Title

Date



**ROUNDSTONE SOLUTIONS INC.
PROPOSAL TO THE COUNTY OF INYO
JULY 21, 2025
NUTANIX HCI APPLIANCES**

Roundstone proposes to supply the following to the County of Inyo:

PRODUCTS: (3) Nutanix NX-1175S-G9 (Single CPU nodes), each with:
(1) Intel Gold 6426Y CPU (2.5GHz, 16C)
512GB RAM (8x64GB)
15.36TB NVMe SSD raw (2x7.68TB)
24TB HDD raw (2x12TB)
(4) 10GbE SFP+ ports
No cables or transceivers
NCI Pro License-36 months, 48 cores
Production HW Support-36 months
In-bound freight

LOCATION: Independence, CA

SHIP DATE: 2-3 weeks after receipt of signed order

SALE PRICE: \$ 99,795
2,987 (7.75% Inyo County sales tax)
\$102,782 TOTAL

Notes:

1. The total configuration of these three (3) nodes is 48 cores at 2.5 GHz, 1.536TB RAM, 46TB of NVMe SSD (raw), and 72TB of HDD (raw).
2. Products are provided new through Roundstone's authorized reseller agreement with Nutanix.
3. Roundstone is a California Certified Small Business Enterprise (1744278).
4. Roundstone's State of California Enterprise Technology contract will be used for this transaction. The contract number is 1-24-70-19-27 and details can be found at caleprocure.ca.gov. All fees are paid by Roundstone Solutions.
5. This proposal is valid through July 28, 2025.



County of Inyo

Sole Source Authorization Form

Vendor: V006228 - Roundstone Solutions Inc.

Date: 07/29/2025

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

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

Select one of the following:


<input checked="" type="checkbox"/>	The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field.
<input 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:


[Noam Shendar \(Jul 29, 2025 17:01:00 PDT\)](#)

Department Head Signature

Sole Source Approval


[Denelle Carrington \(Jul 30, 2025 09:08:02 PDT\)](#)

Purchasing Agent Signature


[Stacey Simon \(Jul 30, 2025 14:36:18 PDT\)](#)

County Counsel Signature



Auditor-Controller Signature



February 21, 2025

Mr. Michael Baffrey
Senior Programmer Analyst
County of Inyo
168 N. Edwards St.
Independence, CA 93526

Dear Mike:

Thank you very much for the opportunity to work with you and the County of Inyo on the supply of additional Nutanix appliances for your environment. It is with pleasure that we provide this proposal on behalf of Roundstone Solutions (Roundstone) and our partner Nutanix.

If you have any questions, please let me know. Thanks again for the chance to continue to work with you and the County.

Sincerely,

ROUNDSTONE SOLUTIONS INC.

Timothy J. Joyce
President and CEO



**ROUNDSTONE SOLUTIONS INC.
PROPOSAL TO THE COUNTY OF INYO
FEBRUARY 21, 2025
NUTANIX HCI APPLIANCES**

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 512GB RAM (8x64GB)
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 (2) 10GbE SFP+ ports
 No cables or transceivers
 NCI Pro License-36 months, 48 cores
 Production HW Support-36 months
 In-bound freight

LOCATION: **Independence, CA**

SHIP DATE: **2-3 weeks after receipt of signed order**

SALE PRICE: **\$ 99,795**
 2,987 (7.75% sales tax)
 \$102,782 TOTAL

Notes:

1. The total configuration of these three (3) nodes is 48 cores at 2.5 GHz, 1.536TB RAM, 46TB of SSD (raw), and 72TB of HDD (raw).
2. Products are provided new through Roundstone's authorized reseller agreement with Nutanix.
3. Roundstone is a California Certified Small Business Enterprise.
4. This proposal is valid through March 21, 2025.



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

****Supplement 1****

ISSUE AND EFFECTIVE DATE: ****April 28, 2025****

CONTRACT NUMBER: 1-24-70-19-27

DESCRIPTION: Enterprise Technology

- Nutanix Silo

- Vast Silo

CONTRACTOR: Roundstone Solutions Inc.

CONTRACT TERM: 10/01/2024 through 09/30/2027

STATE CONTRACT ADMINISTRATOR: Rudolph Jimenez

(279) 946-8312

Rudolph.Jimenez@dgs.ca.gov

To obtain a full list of Original Equipment Manufacturers (OEMs) and awards, click here: [Enterprise Technology Contracts Listing](#)

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions: [IT General Provisions \(rev 6/21/2022\)](#)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION

Mailing Address: Roundstone Solutions Inc. 120 Village Square, #65 Orinda, CA 94563	Fax/Email: 925-263-6320 tim@roundstonesolutions.com	Contact Information: Roundstone Solutions Inc. Tim Joyce 925-324-1582 tim@roundstonesolutions.com
Contractor Website: https://www.roundstonesolutions.com/california-et-contract.html		
OEM Price List (MSRP) URL: Nutanix Vast		

Contract (Mandatory) 1-24-70-19-27
Contract User Instructions, ****Supplement 1****

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Date
<i>*1*</i>	<i>Subject contract for Enterprise Technology is hereby modified to reflect the following changes:</i> <i>➤ Article 13: language has been added.</i> <i>➤ Article 49: title and language have been updated.*</i>	<i>*4/28/2025*</i>
N/A	Original Contract Posted	10/1/2024

All other terms and conditions remain the same.

Contract (Mandatory) 1-24-70-19-27
Contract User Instructions, ***Supplement 1***

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Contract (Mandatory) 1-24-70-19-27
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1. SCOPE

The State's contract with Roundstone Solutions Inc. (Contractor) provides Enterprise Technology, at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-24-70-19-27 for the following OEM silos:

- **Nutanix Complete Silo**
- **Vast CompleteSilo**

The Contractor shall supply the entire portfolio of products, for the silo and/or categories as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Enterprise Technology to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract will expire at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments for hardware purchases only, with the exception of Campus Networking hardware. Software products and services are not mandatory.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable.
- Prior to placing orders against this contract, State departments must have been granted IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges

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empowered to expend public funds for the acquisition of products While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.
- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Ordering Agencies:

- Ordering agencies may choose any OEM offered, however, it is highly recommended that the ordering agency receive quotes from multiple Contractors within an OEM silo/category to ensure the best price for the proposed solution, while still meeting the needs of the ordering agency. Contractors have the ability to offer a better discount by order.
- Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](#) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency's purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

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5. EXEMPT PURCHASES

To purchase Enterprise Technology equipment from other than the Enterprise Technology contracts require an approved exemption from the State Contract Administrator. Please refer to [Request Statewide Contract Exemption for State Agencies](#) for information and the required justification forms regarding the exemption process.

These special exemption purchases must be documented within the individual procurement file and will be acquired under the department-approved IT purchasing authority guidelines stated in the SCM Volume 2. Each exemption is stand-alone unless otherwise stated by the State Contract Administrator.

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

7. CONTRACT ITEMS

This contract includes a complete catalog of all Enterprise Technology product within the OEM silo and/or category identified in Article 1, Scope. Enterprise Technology includes equipment within a Data Center and equipment that can interface with a Data Center (e.g., servers, storage, converged & hyper-converged systems, on-campus networking, fabric). Hardware is the main focus for this contract. Software, accessories, and services will be ancillary and support the hardware. Installation and professional services cannot be purchased as a stand-alone from this contract unless being purchased for the purpose of warranty/support services.

The Scope of this contract does not include the following items:

1. Cloud Services including acquisitions structured as managed on-site services.
2. Storage as a Service, an architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis.
3. Hardware and services for the purpose of telecommunications
4. PC Goods
5. Wireless phone and internet service
6. Managed Print Services
7. Printers, Tablets, Cellular Phone Equipment
8. Off-campus networking
9. Public Works
10. Consulting Services

The Department of Technology (CDT) is exempted from #3 and #8 above.

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This contract provides a discount-off the OEM Price List (MSRP). The URL to the OEM MSRP is listed on the front cover of these User Instructions. Discounts for each type of technology can be found on Attachment 1, Contract Discounts.

Ordering agencies shall not purchase the non-contract items listed above (items 1 through 10). Contract items must be listed in the MSRP catalog to be purchased unless a fixed contract price is listed.

8. INSTALLATION, PROFESSIONAL SERVICES, WARRANTY/SUPPORT, AND SUBSCRIPTIONS/LICENSES

- Professional Services must have a SOW.
 - Training is considered a Professional Service; however, if the quote has only training for the professional services sub-category, then an SOW is not required.
- Subscriptions/licenses are available for purchase. Discounts shall be the same as the hardware/software discount that the subscription/license is being purchased for (unless otherwise defined).
- Warranty/support, subscriptions, and licenses can be purchased as a stand-alone. All other services must support a hardware purchase (cannot be purchased as a stand-alone).
- Warranty/support, subscriptions and/or licenses shall be executed prior to their start date.

9. PRE-ORDER CONFIGURATION CONSULTATION (OFFER GENERATION)

The Contractor shall provide pre-sale, pre-order technical consultation in accordance with Article 30, Professional Services, and configuration certifications to ensure acquired configurations are operationally designed for the ordering agency's technical needs. Ordering agencies will ensure that the Contractor has been appraised on the technical needs of the systems and components acquired under the contract.

10. SPECIFICATIONS

There are no specifications for this contract.

11. CUSTOMER SERVICE

The Contractor will have a customer service unit that supports this contract. The customer service unit provides office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract.
- Have the authority to take administrative action to correct problems that may occur.

The Contractor's customer service unit shall respond to all customer inquiries within one (1) business day of initial contact.

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Contact	Phone	Email
Tim Joyce	925-324-1582	tim@roundstonesolutions.com

12. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS

A contract website specific to the Statewide contract for Enterprise Technology is available and contains the following data elements at minimum:

- Contract-specific discounts.
- Warranty/support Information
- Quote generation/instructions on how to receive a quote.
- Contractor's customer service contact information
- Publically-available OEM MSRP URL(s) (current and archives)

13. OFFER/QUOTE FORMAT

The Contractor shall provide an offer to ordering agencies in an MS Excel spreadsheet format. The quote must include the following data elements:

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| • Contractor letterhead | • Quantity |
| • Offer/Quote "prepared by" name and contact information. | • Description of Item |
| • Offer/Quote number. | • Manufacturer's Part Number/SKU |
| • Date of Offer/Quote | • Contractor part # (for Contractor services only – use with manufacturer's SKU) |
| • Expiration of Offer/Quote (no less than sixty (60) calendar days) If a tariff related price increase occurs during the 60-day period, the Contractor must notify the ordering agency and provide a new quote. | • MSRP/Index Price |
| • Ordering agency name | • Contract Discount |
| • Ordering agency contact person. | • Contract Unit Price |
| • Contract number. | • Extended Price (Quantity x Contract Price) |
| • Segment ID (Contract line-item #) | • Subtotals of taxable and non-taxable items |
| | • Rate and calculated tax. |
| | • Applicable fees |
| | • Grand total |

All quotes must be in MS Excel format. If a Statement of Work (SOW) is required (any quote with Professional services), it must be created by the ordering agency and added to their procurement file (exception to ordering only training as a professional service).

It is the responsibility of the ordering agency to review quotes. Review includes accuracy against the OEM Price List (MSRP), correct discounts, correct product, etc.

Quotes shall not contain additional terms and conditions. For questions, please contact the State Contract Administrator.

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14. PRODUCT SUBSTITUTIONS

Product substitution shall be in accordance with the General Provisions, (rev 6/21/2022), Section 15, Substitutions. Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator and/or the ordering agency.

15. PROMOTIONAL PRICING

During special pricing promotions, the Contractor shall offer the ordering agency the promotional pricing or the discount percentage off list, whichever is lower.

The Contractor shall notify the State Contract Administrator of all promotional pricing changes. Notification shall include at a minimum:

- Promotion start and end dates.
- Models, products, and services included in the promotion.
- Promotional pricing

Promotional items shall come with all benefits of the statewide contract terms and conditions and shall include all provisions such as warranty/support and delivery.

16. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT

This requirement does not apply to local government agencies.

For State departments, a signed certification of compliance with state information technology (IT) policies is required for all IT acquisitions of hardware, software, and services that cost \$5,000 or more. The policy and required format are provided in SAM section 4819.41.

17. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FISCAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the [Office of State Publishing web site](#) (select STD Forms). All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line-Item number.
- Quantity

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- Unit of Measure
 - Commodity Code Number
 - Product Description
 - Unit Price
 - Extension Price
- 2) FI\$CAL Purchase Documents
State departments transacting in FI\$CAL will follow the FI\$CAL procurement and contracting procedures.
- 3) Blanket Orders
The use of blanket purchase orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

18. MINIMUM ORDER

There is no minimum order for this contract.

19. ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail: Roundstone Solutions Inc. 120 Village Square, #65 Orinda, CA 94563	Facsimile: 925-263-6320	Email: tim@roundstonesolutions.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

20. ORDER ACCEPTANCE

The Contractor shall accept orders from any ordering agency. The Contractor shall not accept purchase documents for this contract that:

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- Are incomplete (required information on purchase documents will be provided during contract implementation)
- Contain non-contract items.
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

21. ORDER ACKNOWLEDGEMENT

The Contractor will provide ordering agencies with an email or facsimile order receipt acknowledgement within forty-eight (48) hours of receipt of purchase order. The acknowledgement shall include the following information:

- Contractor's Order Number
- Ordering Agency Name
- Purchase Order Number
- Description of Goods
- Total Cost
- Anticipated Delivery Date
- Identification of any Out of Stock/Discontinued Items

22. OUT OF STOCK REMEDY

Upon receipt of an order acknowledgment identifying out of stock items, the ordering agencies shall have the following options:

- Request a back order.
- Cancel the item from the order with no penalty.

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator.

23. DISCONTINUED ITEM REMEDY

Upon receipt of an order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item (per Article 14, Product Substitutions).
- Cancel the item from the order.

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator.

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24. DELIVERY SCHEDULES

Delivery for orders placed against this contract shall be in accordance with the following:

A. Locations

Deliveries are to be made (statewide) to the location specified on the individual order, which may include but is not limited to, inside buildings, high-rise office buildings, and receiving docks.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are 10:00AM to 4:00PM PT.

B. Schedule

Delivery of ordered product shall be completed in full within thirty (30) calendar days after receipt of an order (ARO). Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each ordering agency for their specific delivery hours before delivery occurs.

The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time if delivery cannot be made within the time frame specified on the Order Receipt Confirmation.

C. Secure Grounds Delivery

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures to be followed for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

25. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the Contractor, to the ordering agency's receiving point. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when all responsibility will pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty/support obligations.

26. PALLETS

Unless otherwise specified on the ordering agency's purchase order document, standard commercially available pallet sizes should be used. All pallets shall be of sturdy construction and adequate condition to assure delivery of the goods without damage to the goods or safety hazards.

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Exchange pallets may be available; however, the State assumes no responsibility for the availability to exchange pallets. Delivery drivers shall not remove more pallets from the location than delivering at time of delivery.

27. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, (rev 6/21/2022), Section 12, Packing and Shipment.”.

28. PACKING INFORMATION

Packing requirements shall be in accordance with the General Provisions, (rev 6/21/2022), Section 12, Packing and Shipment.”.

Any back ordered or out of stock items shall be identified on the packing sheet as well as the availability date of unfilled and partial shipment.

A packing label shall also be included with each order shipped and include the following items, visible on the outside of the box:

- Ordering Agency Name
- Delivery Address, Unit, and/or Floor
- Ordering Agency Contact Information

29. INSTALLATION

Contractor shall provide installation as a value-added service. Physical installation includes coordination of installation with ordering agency, power-up, installation of latest firmware, installation of software and updates, and removal of trade-in equipment and dunnage. Testing and diagnostics must include execution of a suite of hardware and software. The basic configuration must be completed and accepted by the ordering agency.

Installation shall include electronic documentation, including configuration instructions, at no additional price. Ordering agencies may purchase installation at the discount-off OEM MSRP.

30. PROFESSIONAL SERVICES

Contractor shall offer professional services such as pre-order configuration, technical support, and engineering. Professional services do not include consulting services or installation. Contractors shall offer professional service at the discount off OEM MSRP, unless an established contract prices are included in the Contractor’s Contract Pricing workbook. Contractors must use the professional services manufacturer’s part numbers from the OEM MSRP and give a discount based on those catalog prices.

All orders containing professional services will require an SOW with the purchase order from the ordering agencies.

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31. INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be in accordance with the General Provisions, (rev 6/21/2022), Section 16, Inspection.

32. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	DGS-PD	Roundstone Solutions Inc.
Contact Name:	Rudolph Jimenez	Tim Joyce
Telephone:	(279) 946-8312	(925-324-1582
Facsimile:	NA	925-263-6320
Email:	Rudolph.Jimenez@dgs.ca.gov	tim@roundstonesolutions.com
Address:	DGS/Procurement Division Attn: Rudolph Jimenez 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	Roundstone Solutions Inc. Attn: Tim Joyce 120 Village Square, #65 Orinda, CA 94563

33. RETURN POLICY

Contractor shall accept returns after delivery in accordance with the State's General Provisions. A full refund shall be offered for the following reasons:

- Items shipped in error.
- Defective or freight-damaged items
- Unopened product (within 30 days of delivery)

Additionally, a full refund shall be provided for products that do not substantially conform with the PO requirements regardless of time of notification.

Contractor may charge a restocking fee for returns that do not meet the reasons above. In all cases, the ordering agency shall have the option of taking an exchange, receiving a credit, or receiving a refund. Restocking fees can be no greater than 10 percent of the value of the items needing re-stocking.

All products returned should be in the packaging as delivered and include all documentation. Lost or damaged packaging materials and/or documentation shall be supplied by the Contractor. The Contractor shall not charge for these materials in excess of the Contractor's cost or the restocking fee, whichever is lower. The Contractor shall provide the State Contract Administrator and/or ordering department a copy of the Contractor's material cost, if requested, within ten (10) days of request.

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All returns shall be picked up within seven (7) working days of notification. Notification is defined as notice in writing, by facsimile or e-mail. Shipping or freight costs for returned items that were shipped in error, defective or freight-damaged shall be paid by the Contractor.

The Contractor will be responsible for the refund or replacement of all products, including those covered by manufacturer warranties as stated in Article 42, Warranty/Support. Contractor shall not require the ordering agency to deal directly with the manufacturer.

34. CUSTOM PRODUCT RETURN POLICY

Ordering agencies shall accrue no charges for custom product if the product is defective or freight damaged. Any other custom product may be returned by any ordering agency but may be subject to fees to remove customization (e.g., VAS), in addition to the fee specified in Article 33, Return Policy. These fees may be negotiated between the Contractor, ordering agency, and the State Contract Administrator.

35. RESTOCKING FEES

The Contractor may impose a restocking fee for returns for reasons not listed in Article 33, Return Policy. Re-stocking fee for this contract shall be no greater than ten percent.

The packaging and documentation provisions of Article 33, Return Policy, shall apply to restocked items.

36. PRODUCT RECALL PROCEDURES

The Contractor shall provide recall notification, regardless of level, in writing to the State Contract Administrator and each applicable ordering agency through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number and disposition instructions.

The Contractor shall pick up, test, destroy, or return recalled products to the manufacturer at no expense to the ordering agency. The Contractor shall issue replacement of product for any product removed or recalled.

37. INVOICING

Invoices shall be submitted to the ordering agencies within seven (7) calendar days from date of delivery.

Ordering agencies may require separate invoicing, as specified by each ordering agency.

38. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-

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five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of a Purchasing Authority Purchase Order in accordance with Article 17, Purchase Execution and must include all required documentation applicable to the purchase.

The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 2. This includes but is not limited to the application of all sales and use tax laws, rules, and policies as applicable to the purchase.

C. State Financial Marketplace

State departments reserve the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Contractor will invoice the State department and the State department will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

D. Payee Data Record

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the Contractor for copies of the Payee Data Record.

39. CAL-CARD INVOICING

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Article 38, Invoicing. CAL-Card invoices shall be submitted to the CAL-Card account holder. The total invoice amount for each CAL-Card order must reflect a zero (0) balance due or credit, if applicable, and state "paid by CAL-Card".

This website contains additional information regarding [DGS-PD's CAL-Card program](#).

40. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

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Contractor Name	Seller Permit #
Roundstone Solutions Inc.	102241438

41. WARRANTY

The Contractor must honor all manufacturers' warranties and guarantees from the date of acceptance on all products offered as part of a resulting contract. The Contractor shall bear all material and labor costs for repair of equipment defects and failure. The Contractor shall be the main point of contact for all warranty issues and shall facilitate any necessary contact between the ordering agency and the manufacturer.

During the warranty period, the Contractor must:

- Honor all manufacturers' warranties and guarantees on all products offered through the contract.
- Continue to provide warranty service after contract termination until expiration of warranties for products that have been sold under the contract.
- Provide all labor, parts, and travel necessary to keep the products in good operating condition and preserve its operating efficiency in accordance with its technical specifications.
- Pay any necessary shipment and insurance costs.

The warranty services listed shall include all products, software and firmware maintenance costs, and costs of labor, parts, travel, factory overhaul, rehabilitation, transportation, and substitute products as necessary. If it is necessary to remove any products from an ordering agency's location where on-site warranty is specified, the Contractor will provide substitute products at the time of removal.

Substitute products will be comparable to or better than the products removed. In instances where it is necessary for the Contractor to return the products to the factory, the Contractor will be responsible for all costs of the products from the time it leaves the ordering agency's site until it is returned to the site in good operating condition.

Only new standard parts or parts equal in performance to new parts will be used in making repairs. Parts that have been replaced will become the property of the Contractor except in instances where the State chooses to keep the hard drives. Replacement parts installed will become the property of the ordering agency.

All operating system software and firmware will be considered an integral component of the equipment, and the Contractor will respond to all requests for warranty service for any failure.

Warranty services during the warranty period will not include electrical work external to the products, the furnishing of supplies, or adding or removing accessories, attachments, or other devices not provided under this contract. Warranty services also will not include

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repair of damage resulting from transportation by the ordering agency between State or local sites or from accident unless the accident is caused by negligent, intentional acts, or omissions of Contractor or its agents.

42. QUALITY ASSURANCE GUARANTEES

The Contractor shall represent and warrant that Enterprise Technology products provided shall be free from defects in material and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices, or other sources. Contractors must use new products, parts, and components for all new equipment purchased by the State. The Contractor may use parts that are equal in performance to new parts for warranty replacement repair parts only as long as it does not violate the manufacturer's warranty.

43. EQUIPMENT REPLACEMENT DURING WARRANTY

All product provided under the resultant contract shall perform in accordance with technical specifications and functional descriptions contained or referenced in the awarded contract agreement. If provided product is subject to warranty response three (3) or more times during any ninety (90) day period, the Contractor will, upon the ordering agency's request, replace the product at no cost. The replacement product will be delivered no later than fifteen (15) working days after the ordering agency's request is received by the Contractor. Replacement goods cannot be used, refurbished, or recycled, and must be of equal or greater value.

44. CONTINUOUS WARRANTY COVERAGE FOR EQUIPMENT ACQUIRED UNDER STATE CONTRACTS

The Contractor agrees to provide extended warranty coverage and honor all manufacturers' warranties and guarantees on OEM products acquired under any prior State of California storage, server, or Enterprise Technology contracts. This option is available conditionally when the equipment has been on continuous maintenance or upgraded extended warranty coverage. The extended warranty coverage shall be offered in the OEM MSRP and discount-off OEM MSRP pricing under this contract.

45. PRINCIPAL PERIOD OF MAINTENANCE

The Contractor must provide warranty and unscheduled service calls for equipment failure in accordance with the following Principal Period of Maintenance (PPM) times after notification from an ordering agency of a problem with any of the goods provided under the resultant contract.

- Metropolitan Areas shall be 8x5x8 NBD **onsite** – Eight (8) hours, typically 8:00 am to 5:00 pm, Pacific Time, five (5) days a week, Monday through Friday, eight (8) hour Next Business Day onsite response time in metropolitan areas, excluding State holidays.
- Non-Metropolitan Areas shall be 8x5x2 (two (2) hour call back response time, excluding State holidays.) Remediation shall be underway within forty-eight (48) hours.

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Metropolitan Areas:

Counties

San Diego, Orange, Riverside, Los Angeles, San Francisco, Alameda, Sacramento, Santa Clara, San Bernardino, Yolo, Solano, Contra Costa, and San Mateo.

Cities

Redding, Stockton, Bakersfield, Ventura, Tracy, San Quentin, Santa Rosa, Santa Barbara, Frontera, and Fresno.

At the discretion and mutual agreement of State agencies and Contractor, the PPM service availability may be changed for a site by attaching an amendment to their purchase order that states the alternative hours of maintenance at that site. All equipment at a single State site shall have a common PPM service availability. If the State requests unscheduled on-call PPM be performed at a time which is outside the PPM service availability, the service will be furnished at the applicable per call rates and terms then in effect. Travel time and expenses are not billable in connection with such maintenance.

PPM after manufacturers' warranty will be based on the warranty/support offered/purchased by the Contractor.

46. RECYCLED CONTENT

State departments are required to report purchases made within sixteen (16) product categories in the California Department of Resources Recycling and Recovery's (CalRecycle) State Agency Buy Recycled Campaign (SABRC) in accordance with PCC Sections 12200-12217. Post-Consumer Recycled Content (PCRC) information shall be provided to ordering agencies upon request.

47. SB/DVBE PARTICIPATION

The Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) certifications and percentages for the Contractor and subcontractor(s) are listed below. State departments can verify that the certifications are currently valid at the following website:

www.caleprocure.ca.gov

Name	Prime or Subcontractor	OSDS Certification #	SB/DVBE Percent (%)
Roundstone Solutions, Inc.	Prime	1744278	100%

The Contractor will meet the contract SB participation percentages as follows:

SB Participation: The Contractor is a California certified SB. For each order placed through this contract, State departments can claim 100 percent SB participation.

Contract (Mandatory) 1-24-70-19-27
Contract User Instructions, ***Supplement 1***

48. VETTED FORMS/CERTIFICATIONS

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (CUF) during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to conduct a CUF evaluation or request the completion of the following required certifications and forms:

- Bidder Declaration Form (GSPD 05-105)
- DVBE Declaration Form (DGS-PD 843)
- Darfur Contracting Act Form
- California Civil Rights Certification Form
- Iran Contracting Act Certification
- Russian Sanctions Agreement
- Federal Debarment

49. **GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) PROCUREMENT PROCEDURES*
GenAI contract provisions (rev. 2/20/2025) have been incorporated into the contract. Contractor does not intend to utilize GenAI as a deliverable. If GenAI is disclosed by the Contractor, state departments must follow the required GenAI purchase procedures outlined in SCM Vol.2, Chapter 23, Generative Artificial Intelligence. *

50. TRADE IN PROGRAM

There is no Trade-In Program associated with this contract.

51. TAKE-BACK PROGRAM

There is no Take-Back Program associated with this contract.

52. ATTACHMENTS

Attachment A – Contract Pricing

Department of General Services, Procurement Division

Statewide Contract 1-24-70-19-27

Attachment A - Contract Pricing

Effective Date: October 1, 2024

Contractor: Roundstone Solutions, Inc.

OEM: NUTANIX

OEM MSRP URL: [Nutanix](#)

GROUP: HYPER-CONVERGED		
Sub-Category	Segment ID (Contract Line Item #)	Discount-Off MSRP
Hardware:	1X	10%
Software:	2X	22%
Accessories:	3X	15%
Installation Services:	4X	15%
Professional Services:	5X	15%
Warranty/Support:	6X	22%
GROUP: STORAGE		
Category - All Flash Array (AFA)		
Sub-Category	Segment ID (Contract Line Item #)	Discount-Off MSRP
Hardware:	11X	10%
Software:	12X	22%
Accessories:	13X	15%
Installation Services:	14X	15%
Professional Services:	15X	15%
Warranty/Support:	16X	22%
Category - Storage Area Network (SAN) Storage - Hybrid		
Sub-Category	Segment ID (Contract Line Item #)	Discount-Off MSRP
Hardware:	21X	10%
Software:	22X	22%
Accessories:	23X	15%
Installation Services:	24X	15%
Professional Services:	25X	15%
Warranty/Support:	26X	22%

*All Flash Array (AFA) includes NVMe and Storage class memory (SCM) if available

End of page

Department of General Services, Procurement Division

Statewide Contract 1-24-70-19-27

Attachment A - Contract Pricing

Effective Date: October 1, 2024

Contractor: Roundstone Solutions, Inc.

OEM: VAST

OEM MSRP URL: [Vast](#)

GROUP: Storage		
Category - All Flash Array (AFA)* - Universal		
Sub-Category	Segment ID (Contract Line Item #)	Discount-Off MSRP
Hardware:	1CC	10%
Software/Support:	2CC	60%
Accessories	3CC	10%
Installation Services:	4CC	10%

*All Flash Array (AFA) includes NVMe and Storage class memory (SCM) if available

End of page



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

August 19, 2025

Reference ID:
2025-573

Fiscal Year 2025-2026 Mental Health Plan Contract for Provision of Specialty Mental Health Services Health & Human Services - Behavioral Health ACTION REQUIRED

ITEM SUBMITTED BY

Lucy Vincent, Administrative Secretary

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the contract between the County of Inyo and the Department of Health Care Services (DHCS) of Sacramento, CA for the provision of Specialty Mental Health Services (SMHS) and Substance Use Disorder services for the period of July 1, 2025 through December 31, 2026, and authorize the Health & Human Services Director, in her role as interim County Mental Health Director, to sign the Standard Agreements and Contractor Certification Clauses via DocuSign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This contract comes before you for ratification as it was not received until July 28, although the contract period is retroactive to July 1, 2025. This contract outlines the requirements that Inyo County Health and Human Services (HHS) Behavioral Health Division must meet as the designated Specialty Mental Health provider for Inyo County to be able to bill Medi-Cal for mental health and substance use disorder services. While there is no funding directly allocated under this agreement, the mental health plan must meet the requirements of this performance contract in order to bill for services provided, which accounts for a significant portion of revenue in the Department's Community Mental Health budget.

As a small county with limited capacity, HHS will continue to be challenged in fully meeting these federal requirements. Staff will continue to look for ways to provide services to Inyo County beneficiaries with severe mental illness and behavioral health challenges in the most effective and efficient manner. HHS will also continue to look for ways to address the administrative burden placed on the department as the managed care plan.

FISCAL IMPACT:

Funding Source	While there is no funding specifically tied to this agreement, complying with the terms of the performance contract allow the HHS Behavioral Health division to bill Medi-Cal and Durg Medi-Cal for treatment services provided by staff.	Budget Unit	045200 and 045315
Budgeted?	Yes	Object Code	
Recurrence	Annual	Sole Source?	

If Sole Source, provide justification below

Current Fiscal Year Impact

The Department estimates that Medi-Cal revenue to the Community Mental Health budget (045200-4748) will be approximately \$850,000, and that Drug Medi-Cal revenue to the Substance Use Disorders budget (045315-4747) will be approximately \$35,000.

Future Fiscal Year Impacts

Revenue realized through insurance payments is expected to remain consistent in future fiscal years.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny ratification and approval of the Standard Agreement as the Managed Care Plan. This is not recommended as Inyo County would no longer be the Medi-Cal plan for specialty mental health services and would lose both Medicaid and realignment funds.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Mental Health and Substance Use Disorder programs are integrated as the Behavioral Health division of the HHS Department. Behavioral Health works with other HHS divisions and other county and community agencies such as health care, law enforcement, and schools.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Lucy Vincent	Created/Initiated - 07/31/2025
Darcy Israel	Approved - 07/31/2025
Lucy Vincent	Approved - 07/31/2025
Melissa Best-Baker	Approved - 08/01/2025
Lyndsey Garrett	Approved - 08/05/2025
Anna Scott	Approved - 08/05/2025
Stacey Simon	Approved - 08/11/2025
John Vallejo	Approved - 08/11/2025
Amy Shepherd	Approved - 08/12/2025
Nate Greenberg	Final Approval - 08/12/2025

pending fiscal section updated sent email -Amy

ATTACHMENTS:

1. Mental Health Plan Agreement
2. Scope of Work
3. Contractor Certification Clause

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-50132

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

Inyo County Health & Human Services Behavioral Health (ICHHS-BH)

2. The term of this Agreement is:

START DATE

July 1, 2025

THROUGH END DATE

December 31, 2026

3. The maximum amount of this Agreement is:

\$0 (Zero Dollars).

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit A, Attachment 1	{SMHS and DMC-ODS only} Organization and Administration	9
Exhibit A, Attachment 2A	{SHMS only} Scope of Services	7
Exhibit A, Attachment 2B	{SMHS only} Peer Support Services	2
Exhibit A, Attachment 2C	[Reserved]	1
Exhibit A, Attachment 2D	[Reserved]	1
Exhibit A, Attachment 2E	[Reserved]	1
Exhibit A, Attachment 2F	[Reserved]	1
Exhibit A, Attachment 3	Financial Requirements	4
Exhibit A, Attachment 4	Management Information Systems	5
Exhibit A, Attachment 5	{SMHS and DMC-ODS only} Quality Improvement System	7
Exhibit A, Attachment 6	Utilization Management and Parity	4

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

		AGREEMENT NUMBER 25-50132	PURCHASING AUTHORITY NUMBER (If Applicable)
Exhibits	Title	Pages	
Exhibit A, Attachment 7	{SMHS and DMC-ODS only} Access and Availability of Services	7	
Exhibit A, Attachment 8	Provider Network, Contract Providers, and Timely Access	17	
Exhibit A, Attachment 9	[Reserved]	1	
Exhibit A, Attachment 10	Coordination and Continuity of Care	5	
Exhibit A, Attachment 11	Information Requirements	15	
Exhibit A, Attachment 12	Member Problem Resolution	17	
Exhibit A, Attachment 13	Program Integrity	15	
Exhibit A, Attachment 14	Reporting Requirements	6	
Exhibit B	Budget Detail and Payment Provisions	6	
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online	
Exhibit D	Special Terms and Conditions	40	
Exhibit E	Additional Provisions	18	
Exhibit E, Attachment 1	General Definitions	12	
Exhibit E, Attachment 2	SMHS: Service Definitions	9	
Exhibit E, Attachment 3	DMC and DMC-ODS: Service Definitions	5	
Exhibit F	Business Associate Addendum (HIPAA)	6	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-50132

PURCHASING AUTHORITY NUMBER (If Applicable)

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

Inyo County Health & Human Services Behavioral Health (ICHHS-BH)

CONTRACTOR BUSINESS ADDRESS

1360 North Main Street, Suite 201

CITY

Bishop

STATE

CA

ZIP

93514

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

WIC 14703, 14184.102(e)

Exhibit A
SCOPE OF WORK

1. Service Overview

- A. The Contractor agrees to provide to the California Department of Health Care Services (hereafter referred to as DHCS, the Department, or the State) the Medi-Cal behavioral health services described herein.
- B. The Contractor will provide or arrange for the provision of the following specialty mental health services (SMHS), Drug Medi-Cal Organized Delivery System (DMC-ODS) services, and/or Drug Medi-Cal (DMC) services as defined in this intergovernmental agreement (the "Contract") to Medi-Cal members residing in Contractor's County who meet the applicable access criteria.
- C. This Contract covers the provision of:
 - ☒ SMHS. If this box is checked, Contractor will provide and/or arrange for the provision of SMHS as a Prepaid Inpatient Health Plan (PIHP) as defined in 42 Code of Federal Regulations (hereafter C.F.R.) part 438.2. All requirements in the Contract that are identified as SMHS requirements shall apply to Contractor if this box is checked.
 - ☐ DMC-ODS services. If this box is checked, Contractor will provide and/or arrange for the provision of DMC-ODS services operating as a PIHP as defined in 42 C.F.R. part 438.2. All requirements in the Contract that are identified as DMC-ODS requirements shall apply to Contractor if this box is checked.
 - ☐ DMC-ODS Partnership Health Plan of California (PHC) Model. If this box is checked, Contractor will subcontract with PHC for the provision of certain DMC-ODS services. All requirements in the Contract that are identified as DMC-ODS PHC Model requirements, as well as all requirements identified as DMC-ODS requirements (except as otherwise specified), will apply to Contractor if this box is checked.
 - ☐ DMC services. If this box is checked, Contractor will provide and/or arrange for the provision of DMC State Plan services under a fee-for-service structure. All requirements in the Contract that are identified as DMC requirements shall apply to Contractor if this box is checked.
- D. The services identified above are referred to as "Covered Services" in the remainder of this Contract.

Exhibit A SCOPE OF WORK

E. {Integrated contracts only}

- 1) If the Contractor chooses to provide both SMHS and DMC-ODS services within this Contract, Contractor will provide and arrange for the provision of both SMHS and DMC-ODS services operating as a single PIHP with a non-risk contract as defined in 42 C.F.R. part 438.2. All requirements in the Contract that are identified as applying to integrated contracts (DMC-ODS) shall apply to Contractor.
- 2) If the Contractor chooses to provide both SMHS and DMC services within this Contract, Contractor will provide and arrange for the provision of SMHS operating as a PIHP as defined in 42 C.F.R. part 438.2 and will provide or arrange for the provision of DMC services under a fee-for-service structure, outside the PIHP managed care structure. All requirements in the Contract that are identified as applying to integrated contracts (DMC) shall apply to Contractor.

2. Service Location

The services shall be performed at the Contractor's contracting and participating facilities, and at other facilities as set forth in the Contract, including out-of-network facilities as applicable.

3. Service Hours

- A. {SMHS and DMC-ODS only} Services shall be provided on a 24-hour, seven (7) days a week basis, as set forth in the Contract.
- B. {DMC only} Services must be provided during the working hours and days as defined by the Contractor.

4. Project Representatives

- A. The project representatives during the term of this Contract will be:

Department of Health Care Services Linda Dornseif, MPH, Chief Telephone: 916-224-8155 Email: linda.dornseif@dhcs.ca.gov	Inyo County Health & Human Services Behavioral Health (ICHHS-BH) Anna Scott, HHS Director Telephone: 760-873-3305 Fax: 760-873-6505 Email: ascott@inyocounty.us
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**Exhibit A
SCOPE OF WORK**

- B. Direct all inquiries to:

Department of Health Care Services Medi-Cal Behavioral Health Policy Division Attention: Ivan Bhardwaj, Division Chief 1501 Capitol Avenue, MS 2702 Sacramento, CA, 95814 Telephone: 916-842-8598 Email: ivan.bhardwaj@dhcs.ca.gov	Inyo County Health & Human Services Behavioral Health (ICHHS-BH) Anna Scott, HHS Director 1360 North Main Street, Suite 201 Bishop, California 93514 Telephone: 760-873-3305 Fax: 760-873-6505 Email: ascott@inyocounty.us
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- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Contract.

5. General Authority

- A. {SMHS} This Contract is entered into in accordance with Welfare and Institutions Code (hereafter W&I Code) sections 14680 -14727, and 14184.100 et seq. W&I Code section 14712 requires DHCS to implement managed mental health care for Medi-Cal members through contracts with mental health plans. The Department and Contractor agree that this Contract meets that requirement for the County.
- B. {DMC-ODS} The Contractor has elected to opt into the DMC-ODS to provide or arrange covered DMC-ODS services described under this Contract to Medi-Cal members who reside within the Contractor's County borders. This Contract is an intergovernmental agreement between the State and Contractor by authority of chapter 3 (§ 11758.10 et seq.) of Part 1, Division 10.5 of the Health & Safety (H&S) Code and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services. This Contract is entered into in accordance with Health and Safety Code section 11848.5, W&I Code sections 14021.51–14021.53, 14124.20– 14124.25, and 14184.100 et seq., and Behavioral Health Information Notice (BHIN) 23-001 (including any successor BHIN).

Exhibit A
SCOPE OF WORK

- C. {DMC} This Contract is entered into pursuant to W&I Code section 14124.20, and Health and Safety Code section 11772, for the purpose of providing DMC services in the Contractor's service area pursuant to W&I Code sections §14021.51 – 14021.53, 14124.20 – 14124.25, 14184.100 et seq, Health and Safety Code section 11848.5, and Title 22 of the California Code of Regulations sections 51341.1, 51490.1, and 51516.1.
- D. {SMHS and DMC-ODS} Federal PIHP Requirements.
- 1) The Contractor shall comply with federal requirements for nonrisk PIHPs as set forth in 42 C.F.R. part 438, except insofar as those requirements have been deemed inapplicable to county behavioral health programs under the Department's federally approved 1915(b) waiver. See pages 18–19 of the Department's June 23, 2023, amendment to the 1915(b) waiver, or the equivalent pages under any successor amendment.
 - 2) The Centers for Medicare and Medicaid Services (CMS) shall review and approve the parts of this Contract that govern Contractor's delivery of services as a PIHP, in accordance with 42 C.F.R. part 438.3(a).
- E. All Exhibits, Attachments, and Sections in this Contract apply to the delivery of all covered services identified in Exhibit A, Scope of Work, Section 1, except as otherwise indicated in this Contract.
- F. Where a requirement in this Contract applies to more than one service type or delivery system, but is followed by a legal citation that only applies to one service type or delivery system (i.e. SMHS, DMC-ODS, or DMC), the legal citation does not limit application of the corresponding contracting requirements to one service type or delivery system.
- G. No provision of this Contract is intended to obviate or waive any requirements of applicable law or regulation. In the event a provision of this Contract is open to varying interpretations, the Contract provision shall be interpreted in a manner that is consistent with applicable law and regulation. In the event of a conflict between the terms of this Contract and a State or federal statute or regulation, or a BHIN, the Contractor shall adhere to the applicable statute, regulation, or BHIN.
- H. The State and the Contractor identified in the State Standard (STD) Form 213 are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

Exhibit A
SCOPE OF WORK

- I. It is understood and agreed that nothing contained in this Contract shall be construed to impair the single state agency authority of DHCS for the Medi-Cal program.

6. Electronic and IT Accessibility Requirements Under the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990

The Contractor agrees to ensure that deliverables developed and produced, pursuant to this Contract shall comply with the accessibility requirements of sections 7405 and 11135 of the California Government Code, section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the C.F.R., and the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code sections 7405 and 11135 codify section 508 of the Rehabilitation Act requiring accessibility of electronic and information technology.

7. Services to be Performed; Contract Performance

- A. See the Attachments to Exhibit A for a detailed description of the services to be performed.
- B. Contractor must maintain the necessary organization and level of staffing to implement and operate this Contract. Contractor must ensure the following:
 - 1) Contractor has an accountable Board of Supervisors or county Behavioral Health Director;
 - 2) Compliance with this Contract is a high priority and that Contractor is committed to supplying any necessary resources to assure full performance of the Contract;
 - 3) [Reserved]
 - 4) Adequate staffing in medical and other health services, fiscal and administrative capacity sufficient to effectively conduct Contractor's business; and
 - 5) Written procedures are developed and maintained for conducting Contractor's business, including the provision of health care services, in compliance with federal and State Medicaid law.

Exhibit A SCOPE OF WORK

8. Loss of Federal Authority

Should any part of the scope of work under this Contract relate to a state program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), Contractor must do no work on that part after the effective date of the loss of such program authority. DHCS will adjust payments that are specific to any state program or activity receiving FFP that is no longer authorized by law. If Contractor works on a state program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, Contractor will not be paid for that work. If DHCS has paid Contractor in advance to work on a no-longer-authorized state program or activity receiving FFP and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work shall be returned to DHCS. However, if Contractor worked on a state program or activity receiving FFP prior to the date legal authority ended for that state program or activity, and DHCS paid Contractor for that work, Contractor may keep the payment for that work even if the payment was made after the date the state program or activity receiving FFP lost legal authority. DHCS will attempt to provide Contractor with timely notice of the loss of program authority, however, failure by DHCS to provide notice of the loss of program authority shall not constitute a basis for Contractor to retain payments made for work performed following the date of the loss of program authority.

9. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit A
SCOPE OF WORK

10. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



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

August 19, 2025

Reference ID:
2025-540

Public Hearing to Consider Zone Reclassification 2024-03/Big Pine Petroleum and General Plan Amendment 2024-03/Big Pine Petroleum Planning Department ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Visuano, Senior Planner

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

A) Receive presentation from staff on Zone Reclassification (ZR) 2024-03/Big Pine Petroleum and General Plan Amendment (GPA) 2024-03/Big Pine Petroleum ("Projects");
B) Conduct a public hearing for the 8,957-square-foot parcel as depicted on Tentative Parcel Map 431 as Parcel 1, located at 190 N. Main Street, Big Pine (APN: 004-032-01), on the following actions:

- A proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2024-03/Big Pine Petroleum and Amending the Zoning Map of the County of Inyo to Reflect This Reclassification;"
- A proposed resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Certifying that the Provisions of the California Environmental Quality Act (CEQA) Have Been Met and Making Certain Findings with Respect to and Approving General Plan Amendment No. 2024-03/Big Pine Petroleum," changing the General Plan designation from Central Business District (CBD) to Residential Medium High (RMH) to best match the requested zoning and current land uses on the property;

C) Approve the ordinance and resolution, and authorize the Chairperson to sign;

D) Make all required findings pertaining to both projects as listed in the staff report; and

E) Certify that both projects are exempt from the California Environmental Quality Act under the "General Rule" exemption (CEQA Guidelines Section 15061[b][3]) as there is no possibility of a significant effect on the environment.

BACKGROUND / SUMMARY / JUSTIFICATION:

The applicant, Mohamad Najm, has applied for a subdivision of an approximate 84,632-square-foot parcel into 3 parcels to separate the uses on the current parcel. Parcel 1 will consist of 8,957 square feet and contains an existing residence, Parcel 2 will consist of 42,329 square feet and contains a fuel station and service station, and Parcel 3 will consist of 33,346 square feet and is a vacant commercial use. Parcel 1 is a residential use and Parcel 2 and Parcel 3 are commercial.

The parcel is located at 109 N. Main Street, Big Pine with Assessor's Parcel Number 004-032-01. The parcel has a current zoning of Central Business (CB) and a General Plan designation of Central Business District (CBD). This subdivision requires a Zone Reclassification and a General Plan Amendment to meet the minimum lot size, density and use requirements for Parcel 1. The applicant is requesting a General Plan Amendment (GPA) change from CBD to Residential Medium High (RMH) and a Zone Reclassification (ZR) from CB to R-2 Districts – Multiple Residential with a minimum of 6,500 square feet (R2 – 6,500) for Parcel 1 (Attachment – Vicinity Map, Tentative Parcel Map 431 and Tentative Parcel Map with Identified Parcels). The ZR to R2-6,500 and GPA to RMH (referred to herein collectively as the "Projects") fit the current uses on the parcel and the applicant has indicated that no development is proposed at this time or planned in the future and will remain residential with no commercial use.

The subdivision Tentative Parcel Map 431 (TPM 431) requires a ZR, as it will cause the 8,957 square feet of Parcel 1 to be non-conforming with regard to the CB zoning standards requiring a minimum of 10,000 square feet. It also requires a GPA for consistency with the ZR. TPM 431, along with Variance 2025-01/Big Pine Petroleum addressing setback encroachment issues, were approved by the Planning Commission creating Parcel 1 on May 28, 2025. The ZR and GPA are conditions of approval of the Final Map No. 431.

Land Use Analysis: The property is surrounded by Crocker Avenue and Highway 395 to the north and east which have residential structures and commercial business establishments across each transportation corridor. To the south of the property are residential and commercial structures and to the west are residential areas and a mini storage facility. The ZR and GPA will not alter the existing land use and there are no development proposals at this time. The ZR and GPA also align with the surrounding land use pattern and will not alter the character of the area. The zoning change for Parcel 1 to R2 has zoning requirements which are slightly less intensive than the CB multiple family housing and blends in with the other surrounding R2 and R3 parcels.

General Plan: The requested GPA is necessary for Parcel 1 to bring Parcel 1 into General Plan conformance with its existing residential land use. Currently, the parcel is designated CBD which does not align with its primary function as a residential property without commercial use. The GPA will change the Landuse Designation of Parcel 1 to RMH, which supports residential densities of 7.6 to 15.0 dwelling units per acre and blends with the surrounding RMH designated parcels. The RMH designation is to be used for single-family and multi-family residential units without the commercial use aspect. There is currently a single-family home on the proposed Parcel 1 and no plans for commercial use.

Zoning: The requested ZR is necessary to bring Parcel 1 into compliance with existing residential land use. Currently, Parcel 1 is zoned CB (Commercial Business), which is inconsistent with its primary use as a residential property. The proposed ZR will reclassify Parcel 1 to R2-6,500 (Multiple Residential), which supports residential development and is consistent with the surrounding neighborhood's land use pattern. This reclassification recognizes Parcel 1 as a clearly distinct residential use, separate from the commercial uses proposed on Parcels 2 and 3. According to Inyo County Code Chapter 18.44 (CB Districts – Central Business), the minimum parcel size for development in the CB zone is 10,000 square feet. The proposed subdivision would result in Parcel 1 being approximately 8,957 square feet, rendering it noncompliant with CB zoning standards. Therefore, the applicant is requesting a reclassification to R2-6,500, which has a minimum lot size requirement of 6,500 square feet allowing for Parcel 1 to meet the R2 designation requirements. The proposed reclassification will not increase residential density beyond what is permitted under R2 zoning. Moreover, any future subdivision of Parcel 1 will be prohibited unless the parcel is rezoned again, as it will not meet the size threshold for additional division. It is in the public interest to have zoning designations match the uses on a parcel, and even more so to have zoning match the applicant's future plans for parcel. The applicant does not have future plans to utilize Parcel 1 for any commercial uses.

The zoning classification and General Plan designation ("Projects") will not change for Parcel 2 and 3 and will remain CB and CBD respectively to support continued and future commercial development and operations. The proposed continued commercial operation and development objectives will also align

with the County's long-term planning goals of ensuring compatible land uses and promoting orderly development.

TRIBAL CONSULTATION

General Plan updates require that jurisdictions offer consultation opportunities to local Tribes. Pursuant to Government Code Section 65352.3, Tribes have 90-days, after receiving invitations to consult on GPAs, to request consultation opportunities. Staff mailed consultation invitations on November 7, 2024 to the: Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Fort Independence Indian Community of Paiutes, Utu Utu Gwaitu Tribe of the Benton Paiute Reservation, and Wuksachi Indian Tribe/Eshom Valley Band. No requests for consultation were received.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the Projects are covered by the General 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. The application for the Projects (a ZR and GPA) is for a property that is already developed and includes no additional development proposals; the land use designations that are proposed will result in no change to the impact of uses than are possible with the current and requested changed designations. Tentative Parcel Map 431; Zone Reclassification 2024-03; General Plan Amendment 2024-03; and Variance 2025-01/Big Pine Petroleum has been reviewed by the appropriate County departments with no comments indicating there are any issues with the request.

NOTICING & REVIEW

The Public hearing was noticed as required by law in the Inyo Register and mailed to property owners within 300 feet of the project location. No comments have been received by staff to date.

The Planning Commission held a Public Hearing on May 28, 2025, took public comment, and voted to approve Tentative Map No. 431/Big Pine Petroleum and VAR 2025-01/Big Pine Petroleum with certain Findings and Conditions of Approval; and recommended that the Board approve Zone Reclassification 2024-03/Big Pine Petroleum and General Plan Amendment 2024-03/Big Pine Petroleum and certify they are exempt from CEQA with vote of 5-0.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve the requested actions and return to staff with further direction.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Danielle Visuano	Created/Initiated - 07/23/2025
Darcy Israel	Approved - 07/23/2025
Danielle Visuano	Approved - 07/23/2025
Keri Oney	Approved - 07/25/2025
Christian Milovich	Approved - 07/25/2025
John Vallejo	Approved - 08/04/2025
Amy Shepherd	Approved - 08/07/2025

Cathreen Richards
Nate Greenberg

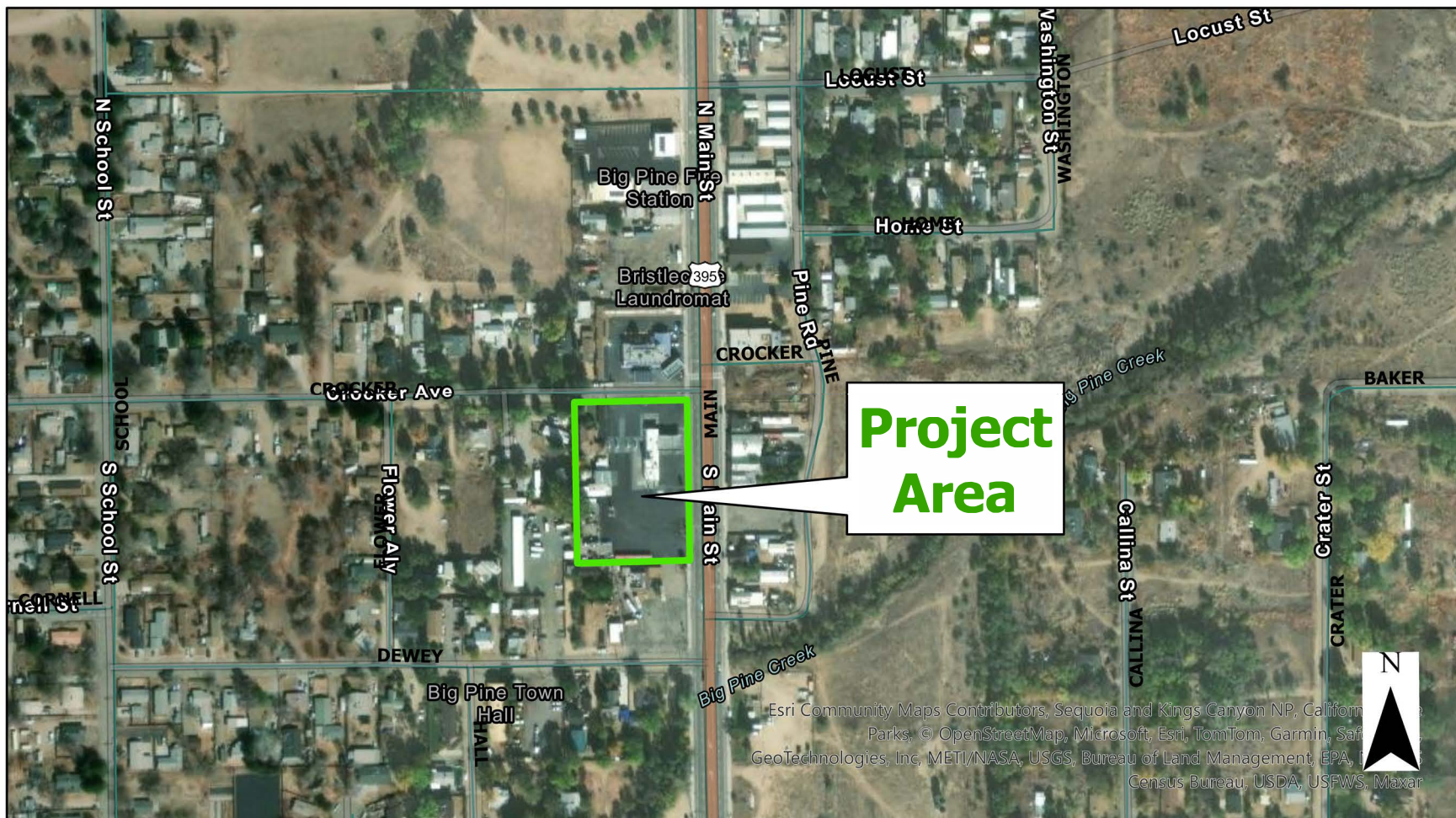
Approved - 08/07/2025
Final Approval - 08/10/2025

ATTACHMENTS:

1. Vicinity Map
2. Tentative Parcel Map 431
3. Tentative Parcel Map 431 with Parcels Identified
4. Planning Commission Resolution
5. Ordinance - Zone Reclassification 2024-03/Big Pine Petroleum
6. Board of Supervisors Resolution for General Plan Amendment

VICINITY MAP

APN: 004-032-01
109 S. Main St., Big Pine, CA



Z:\104 Bishop\14-0807 Shell-76 Station - Hungry Pig\locad\4.0807 TPM No 431 Big Pine.dwg Jan 23,2025 - 11:05am, jpfel

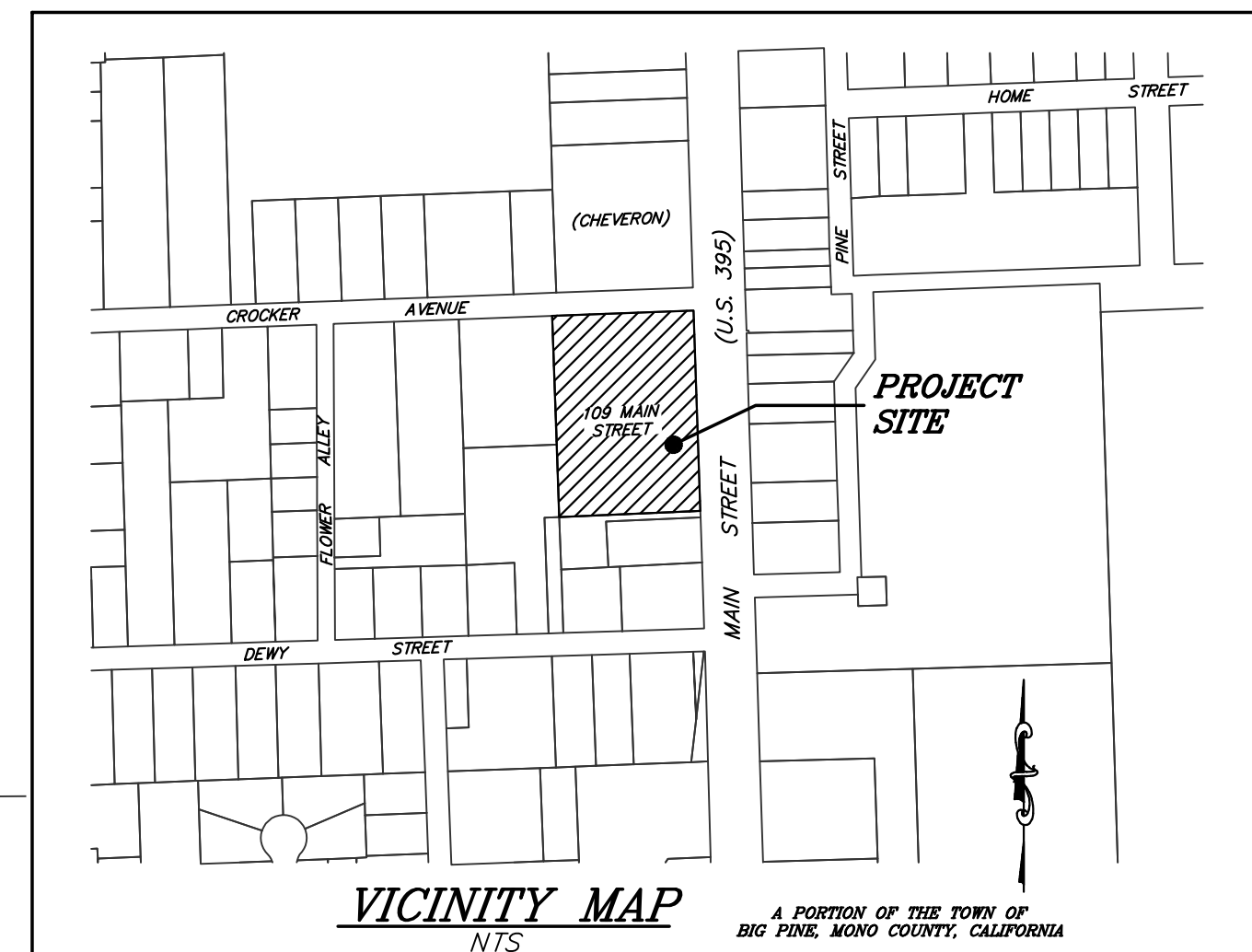
LEGEND

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	CENTERLINE
	FLOWLINE
	EDGE OF PAVEMENT
	WOOD FENCE
	CHAINLINK FENCE
	OVERHEAD UTILITIES
	GAS METER
	SEWER MANHOLE
	GUY ANCHOR
	POWER/UTILITY POLE
	WATER VALVE COVER

TENTATIVE PARCEL MAP NO. 431

IN THE UNINCORPORATED TERRITORY OF INYO COUNTY, CALIFORNIA

BEING A SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 69, IN THE TOWN OF BIG PINE, INYO COUNTY, STATE OF CALIFORNIA, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 1, PAGE 48 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT FOR THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA FOR A HIGHWAY BY DEED RECORDED IN BOOK 130, PAGE 212 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER, IN SAID CONTY AND STATE.



VICINITY MAP
NTS

A PORTION OF THE TOWN OF
BIG PINE, MONO COUNTY, CALIFORNIA

RECORD OWNER & SUBDIVIDER

BIG PINE PETROLEUM INC, A CALIFORNIA
CORPORATION, C/O MOHAMAD NAJM
5976 TANUS CIR.,
ROCKLIN, CA 95677
408 429-5165
moenajm@yahoo.com

ENGINEER/SURVEYOR

TRIAD/HOLMES ASSOCIATES INC.
THOMAS A. PLATZ, PE C41039
P.O. BOX 1570, MAMMOTH LAKES, CA , 93546
(760) 934-7588

LEGAL DESCRIPTION

LOTS 1, 2 AND 3 IN BLOCK 69, IN THE TOWN OF
BIG PINE, INYO COUNTY, STATE OF CALIFORNIA,
STATE OF CALIFORNIA, PER MAP RECORDED IN
BOOK 1, PAGE 48 OF MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LAND AS CONVEYED
TO THE STATE OF CALIFORNIA FOR A HIGHWAY BY
DEED RECORDED DECEMBER 16, 1957 IN BOOK 130
PAGE 212 OF OFFICIAL RECORDS.

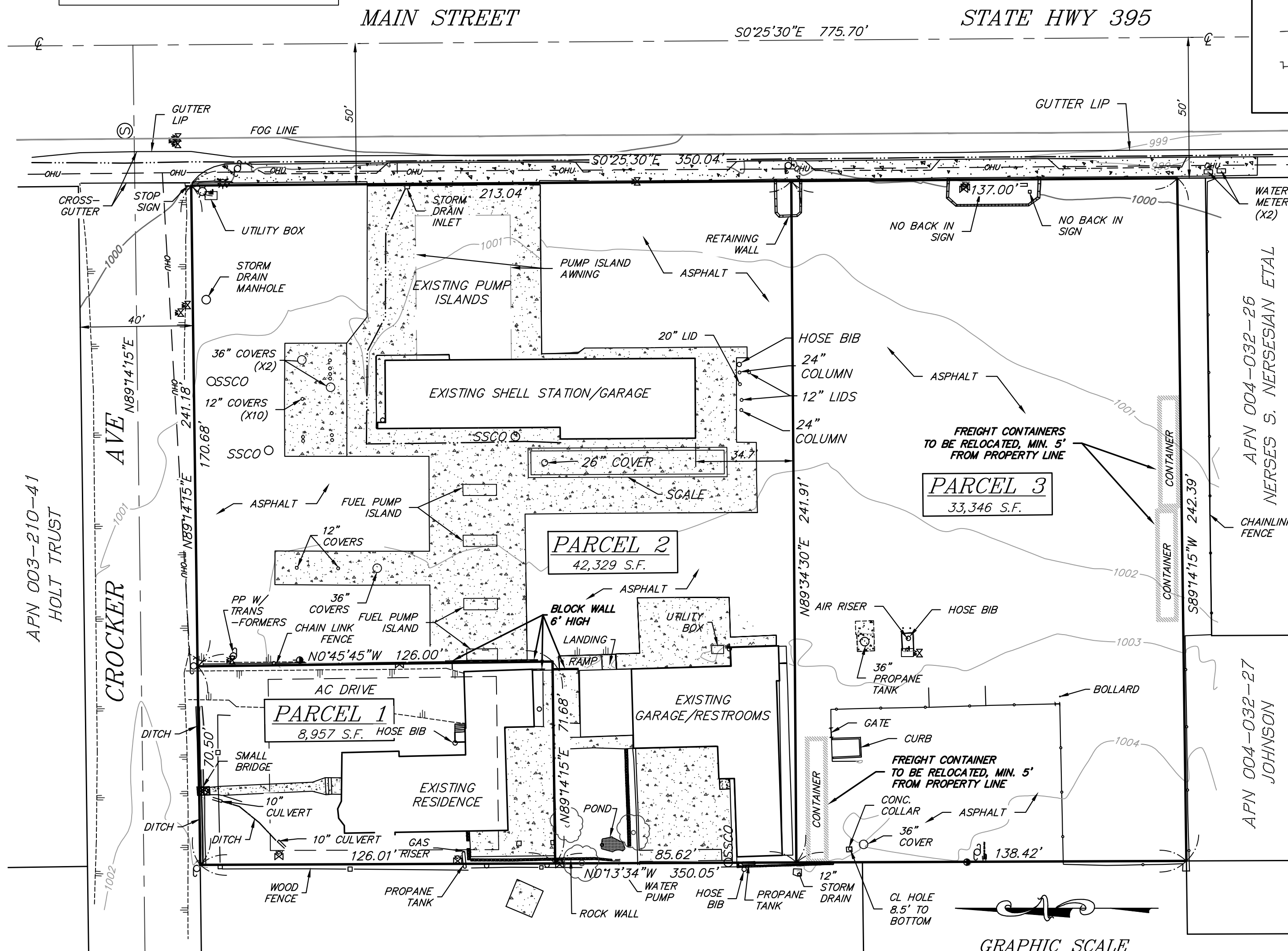
THE BOUNDARY SHOWN ON THIS TENTATIVE PARCEL
MAP REPRESENTS A BOUNDARY SURVEY PERFORMED
IN THE FIELD IN OCTOBER 2024.

DESIGN NOTES:

ACCESSOR'S PARCEL NO.: 004-032-01-00
ADDRESS: 109 SOUTH MAIN STREET, BIG PINE,
CALIFORNIA 93513
GROSS SITE AREA: 1.94± ACRES
EXISTING ZONING: CB
EXISTING GENERAL PLAN DESIGNATION: CBD
WATER SUPPLY: BIG PINE COMMUNITY SERVICES DISTRICT
SEWAGE DISPOSAL: BIG PINE COMMUNITY SERVICES DISTRICT
ELECTRICITY: LOS ANGELES DEPT. OF WATER & POWER
TELEPHONE/COMMUNICATIONS: OPTIMUM (SUDDENLINK)
FIRE PROTECTION: BIG PINE VOLUNTEER F.D.
REFUSE: BISHOP WASTE
PROPOSED GENERAL PLAN AMENDMENT: PARCEL 1, R2-6500
PROPOSED ZONE RECLASSIFICATION: PARCEL 1
PROPOSED BUILDING SETBACK VARIANCE: PARCEL 1

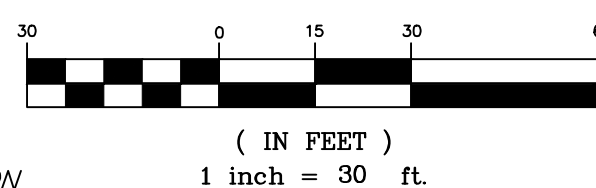
EASEMENTS

AN EXISTING EASEMENT IN FAVOR OF THE CITY OF LOS
ANGELES FOR THE RIGHT TO PRUNE AND TRIM TREES
INTERFERRING WITH ELECTRIC, TELEPHONE OR TELEGRAPH
LINES. ALSO TO TAKE AND REGULATE WATER AS RECORDED
IN BOOK 56, PAGE 95 OF OFFICIAL RECORDS. LOCATION OF
THE EASEMENT IS NOT ACCURATELY DISCLOSED.



CONTOUR INTERVAL = 1'

CONTOURS ARE BASED ON AN ASSUMED ELEVATION



TENTATIVE PARCEL MAP NO. 431

LOCATED IN THE TOWN OF BIG PINE, IN THE UNINCORPORATED
TERRITORY OF INYO COUNTY, CALIFORNIA,



post office box 1570
MAMMOTH LAKES, ca 93546
phone (760) 934-7588
fax (760) 934-5619
e-mail triad@triadholmes.com

873 NORTH MAIN STREET
BISHOP, ca 93514
phone (760) 873-4273
fax (760) 873-8024
e-mail bishop@triadholmes.com

777 woodside rd, suite a
REDWOOD CITY, ca 94061
phone (650) 368-0216
fax (650) 368-0298
e-mail sf@triadholmes.com

DATE 1-23-2025

SCALE SHOWN

DRAWN JSP

JOB NO. 04.0807

DWG

SHEET 1

OF 1 SHEETS

LEGEND

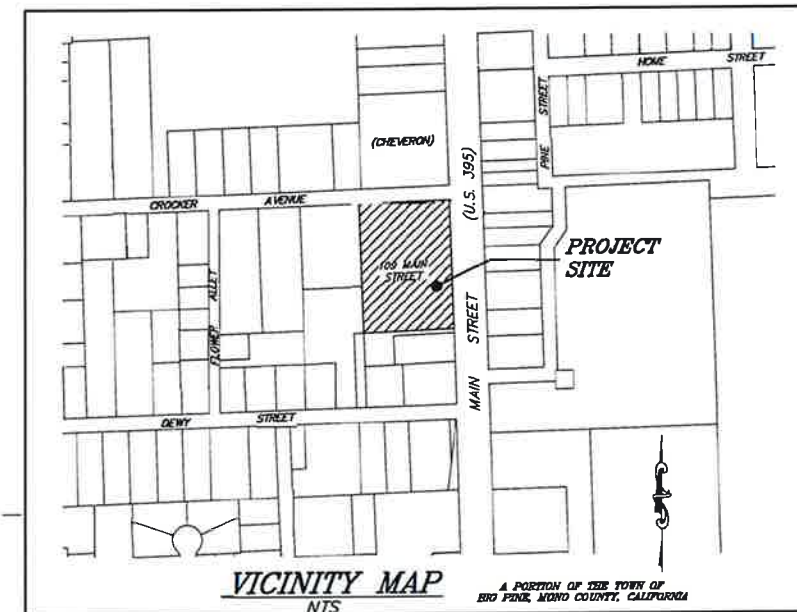
—	PROPERTY LINE
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—	WOOD FENCE
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—	OVERHEAD UTILITIES
—	GAS METER
—	SEWER MANHOLE
—	GUY ANCHOR
—	POWER/UTILITY POLE
—	WATER VALVE COVER

PROPOSED PARCELS

TENTATIVE PARCEL MAP NO. 431

IN THE UNINCORPORATED TERRITORY OF INYO COUNTY, CALIFORNIA

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VICINITY MAP
N.T.S.

A PORTION OF THE TOWN OF
BIG PINE, INYO COUNTY, CALIFORNIA

RECORD OWNER & SUBDIVIDER

BIG PINE PETROLEUM INC, A CALIFORNIA CORPORATION, C/O MOHAMAD NAJM
5976 TANUS CIR.,
ROCKLIN, CA 95677
408 429-5165
moenajm@yahoo.com

ENGINEER/SURVEYOR

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LEGAL DESCRIPTION

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EXCEPT THAT PORTION OF SAID LAND AS CONVEYED TO THE STATE OF CALIFORNIA FOR A HIGHWAY BY DEED RECORDED DECEMBER 16, 1957 IN BOOK 130 PAGE 212 OF OFFICIAL RECORDS.

THE BOUNDARY SHOWN ON THIS TENTATIVE PARCEL MAP REPRESENTS A BOUNDARY SURVEY PERFORMED IN THE FIELD IN OCTOBER 2024.

DESIGN NOTES:

ACCESSOR'S PARCEL NO.: 004-032-01-00
ADDRESS: 109 SOUTH MAIN STREET, BIG PINE, CALIFORNIA 93513
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EXISTING GENERAL PLAN DESIGNATION: CBD
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TELEPHONE/COMMUNICATIONS: OPTIMUM (SUDDENLINK)
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REFUSE: BISHOP WASTE
PROPOSED GENERAL PLAN AMENDMENT: PARCEL 1, R2-6500
PROPOSED ZONE RECLASSIFICATION: PARCEL 1
PROPOSED BUILDING SETBACK VARIANCE: PARCEL 1

EASEMENTS

AN EXISTING EASEMENT IN FAVOR OF THE CITY OF LOS ANGELES FOR THE RIGHT TO PRUNE AND TRIM TREES INTERFERING WITH ELECTRIC, TELEPHONE OR TELEGRAPH LINES. ALSO TO TAKE AND REGULATE WATER AS RECORDED IN BOOK 56, PAGE 95 OF OFFICIAL RECORDS. LOCATION OF THE EASEMENT IS NOT ACCURATELY DISCLOSED.

TENTATIVE PARCEL MAP NO. 431

LOCATED IN THE TOWN OF BIG PINE, IN THE UNINCORPORATED TERRITORY OF INYO COUNTY, CALIFORNIA.



post office box 1570
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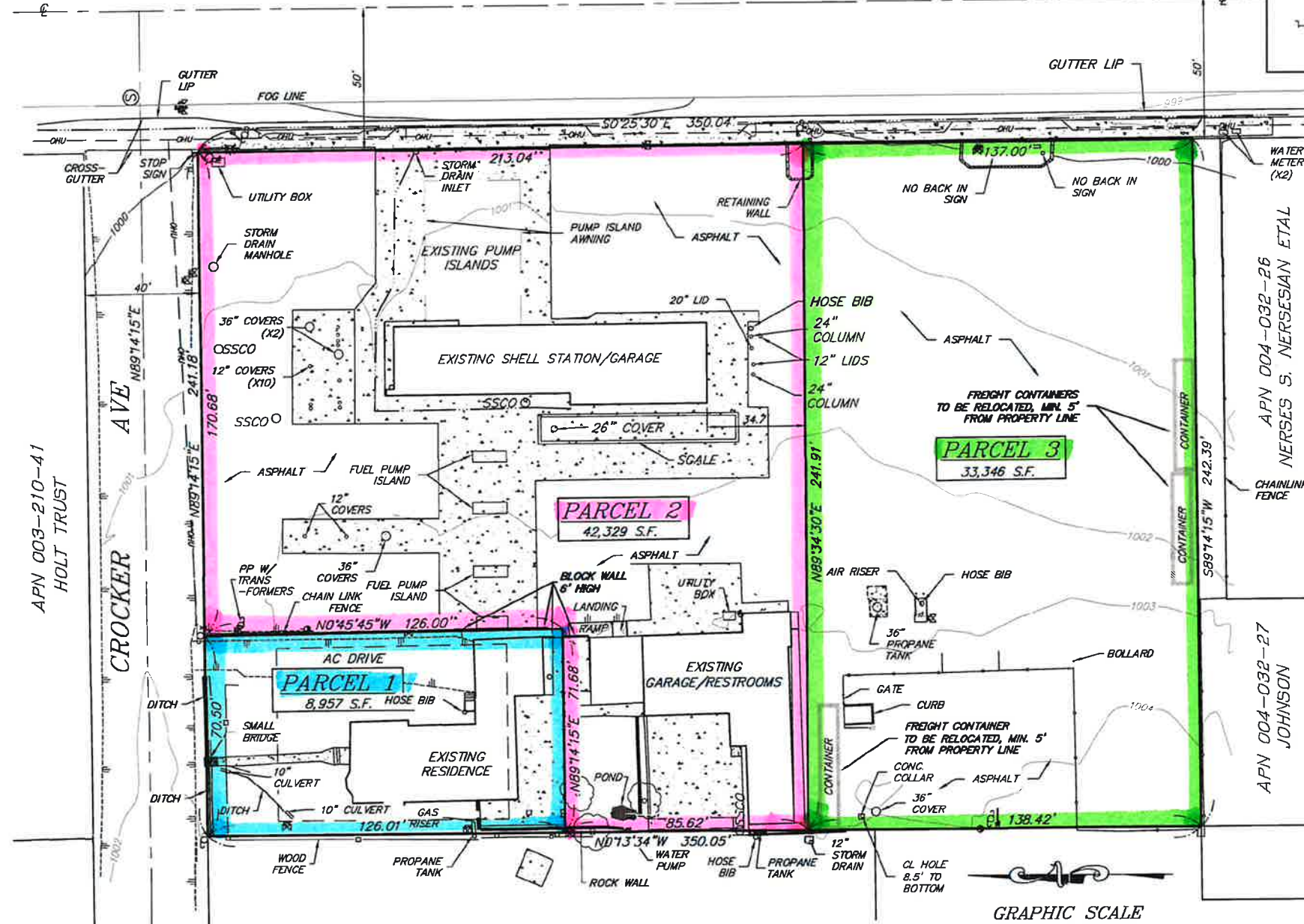
777 woodside rd. suite a
REDWOOD CITY, CA 94061
phone (650) 368-0216
fax (650) 368-0298
e-mail ef@triadholmes.com

DATE	1-23-2025
SCALE	SHOWN
DRAWN	JSP
JOB NO.	04.0807
DWG	
SHEET	1
OF 1 SHEETS	

MAIN STREET

50°25'30"E 775.70'

STATE HWY 395



GRAPHIC SCALE



CONTOUR INTERVAL = 1'

CONTOURS ARE BASED ON AN ASSUMED ELEVATION

RESOLUTION NO. 2025-03

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE INYO COUNTY BOARD OF SUPERVISORS CERTIFY THE PROPOSED PROJECTS ARE EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND MAKE CERTAIN FINDINGS WITH RESPECT TO AND APPROVE GENERAL PLAN AMENDMENT NO. 2024-03/BIG PINE PETROLEUM AND ZONE RECLASSIFICATION NO. 2024-03/BIG PINE PETROLEUM

WHEREAS, the Inyo County Board of Supervisors, by and 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 Guidelines (“CEQA Guidelines”), and maintain responsibility for the environmental review of all County projects; and

WHEREAS, the Inyo County Planning Department determined General Plan Amendment (GPA) No. 2024-03/Big Pine Petroleum and Zone Reclassification (ZR) No. 2024-03/Big Pine Petroleum pertaining to the property located at 109 Main Street, Big Pine with Assessor Parcel Number 004-032-01 (“Projects”) to be exempt from environmental review pursuant to the CEQA Guidelines 15061(b)(3), common sense rule, as the Projects could have no possibility of causing significant environmental effects since the property is already disturbed and the new designations will match the current and proposed future activities; and

WHEREAS, pursuant to Senate Bill 18 (SB18) and Government Code Section 65352.3, in October 2024 the County requested a list of applicable Native American contacts from the California Native American Heritage Commission (NAHC); and

WHEREAS, the NAHC transmitted a list of applicable Native American contacts to the County on November 7, 2024 for purposes of SB18 consultation; and

WHEREAS, on November 7, 2024, the County sent certified letters initiating Native American Consultation pursuant to the California Government Code Sections 65040.2, 65092, 65351, 65352.3, 65352.4, 65562.5, to the Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Fort Independence Indian Community of Paiutes, Utu Utu Gwaitu Tribe of the Benton Paiute Reservation, and Wuksachi Indian Tribe/Eshom Valley Band; and

WHEREAS, as specified by Senate Bill 18 and per Government Code Section 65352.3, the tribes have 90 days to initiate the consultation process after notification; and

WHEREAS, on February 6, 2025, 90 days after the last certified mail receipt from the notification letters was received by the County, no tribes had initiated consultation; and

WHEREAS, pursuant to sections 65854 and 65855 of the Government Code, the Inyo County Planning Commission is required to conduct a public hearing on proposed GPAs and ZRs, and to make a recommendation to the Board of Supervisors regarding each; and

WHEREAS, on May 5, 2025, the County published notice in the Inyo Register and mailed notice to property owners within three-hundred (300) feet of the Projects' location, of a public hearing to take public comment on GPA No. 2024-03/Big Pine Petroleum and ZR No. 2024-03/Big Pine Petroleum to be held on May 28, 2025; and

WHEREAS, the Inyo County Planning Commission held a duly noticed public hearing on May 28, 2025, to review and consider the request for approval of GPA No. 2024-03/Big Pine Petroleum and ZR No. 2024-03/Big Pine Petroleum 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 County's Zoning Ordinance to be consistent with the County's General Plan; and

WHEREAS, the proposed amended General Plan designation of Residential Medium High (RMH) is consistent with the proposed zoning designation of R2 Districts – Multiple Residential with a minimum of 6,500 square feet (R2–6,500); and

WHEREAS, GPA No. 2024-03/Big Pine Petroleum and ZR No. 2024-03/Big Pine Petroleum will change the current designations to match the current and future planned uses on the property.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received at the May 28, 2025, hearing, including the Planning Department Staff Report, the Inyo County Planning Commission makes the following findings regarding the Projects and hereby recommends that the Inyo County Board of Supervisors adopt the following findings for the proposed project:

The recitals above are incorporated herein as findings.

RECOMMENDED FINDINGS

1. General Plan Amendment (GPA) No. 2024-03/Big Pine Petroleum and Zone Reclassification (ZR) No. 2024-03/Big Pine Petroleum pertaining to the property located at 109 Main Street, Big Pine with Assessor Parcel Number 004-032-01 ("Projects") are exempt under CEQA General Rule 15061(b) (3). There is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The Projects are located on property that is already disturbed and includes no additional development proposals.
2. Based on substantial evidence in the record, the proposed Projects are consistent with the Goals and Policies of the Inyo County General Plan. The proposed designation of (RMH) will change the project area to a designation that allows for residential use. Upon

approval of the ZR and GPA the existing residence will come into compliance with the zoning code and general plan.

3. Based on substantial evidence in the record, the proposed Projects are consistent with Title 18 (Zoning Ordinance) of the Inyo County Code. The proposed designation of (R2-6,500) will change the project area to a designation that allows for the continued use of the parcel as residential and allow for the existing residence to be in compliance with the zoning code and general plan.
4. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the site is physically suited for the proposed type and density of development and finds that the existing and planned public facilities and services are adequate to meet the needs of the proposed Projects. The Projects are consistent with the current use at the site and of the surrounding area. This request is to change the zoning and General Plan to more compatible designations that allow for the existing residential use as a permitted use.
5. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the design or proposed improvements are not likely to cause substantial impacts to public health, safety or welfare. The designation changes will allow the existing residential use to remain and will not cause substantial impact to public health, safety or welfare.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions:

RECOMMENDED ACTIONS

1. Certify that GPA No. 2024-03/Big Pine Petroleum and ZR No. 2024-03/Big Pine Petroleum are exempt from CEQA under General Rule 15061(b)(3).
2. Make certain findings with respect to and approve GPA No. 2024-03/Big Pine Petroleum and ZR No. 2024-03/Big Pine Petroleum based on all the information in the public record and on the recommendation of the Planning Commission.

PASSED AND ADOPTED this 28TH day of May, by the following vote of the Inyo County Planning Commission:

AYES: 5

NOES:

ABSTAIN:


ABSENT:

A handwritten signature in blue ink, appearing to read 'Todd Vogel', is written over a horizontal line.

Todd Vogel, Chair
Inyo County Planning Commission

ATTEST: 

Cathreen Richards, Planning Director

By 
Sally Faircloth,
Secretary of the Commission

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING ZONE RECLASSIFICATION NO. 2024-03/BIG PINE PETROLEUM AND AMENDING THE ZONING MAP OF THE COUNTY OF INYO TO REFLECT THIS RECLASSIFICATION

The Board of Supervisors of the County of Inyo (“Board”) ordains as follows:

SECTION I: AUTHORITY

This Ordinance is enacted pursuant to the Board’s general police power as well as Sections 18.81.310 and 18.81.350 of the Inyo County Code (ICC), which establish the procedure for the Board to enact changes to the County’s Zoning Ordinance.

The Board is authorized to adopt zoning ordinances by Government Code Section 65850 et seq.

SECTION II: FINDINGS

Upon consideration of the material submitted, the recommendation of the Inyo County Planning Commission, and statements made at the public hearings held on this matter, this Board finds as follows:

- (1) Pursuant to ICC Section 18.81.320, MOHAMAD NAJM (“Applicant”) applied to the Inyo County Planning Commission to reclassify the zone designation of a 8,957 square-foot parcel located at 109 Main Street, Big Pine, California, identified as APN: 004-032-01 from Central Business (CB) to R-2 Districts – Multiple Residential with a 6,500 square foot minimum (R2-6,500), and to have the County’s Zoning Map amended to reflect this change (Zone Reclassification No. 2024-03/Big Pine Petroleum).
- (2) On May 28, 2025, the Inyo County Planning Commission conducted a public hearing on Zone Reclassification No. 2024-03/Big Pine Petroleum, following which, the Commission made various findings and recommended that this Board amend ICC Title 18, to rezone the property described in Section III of this Ordinance to R-2 Districts – Multiple Residential with a 6,500 square foot minimum (R2-6,500).
- (3) The findings of the Planning Commission are supported by the law and facts and are adopted by this Board.
- (4) Applicant applied, in a parallel required procedure, to the Inyo County Planning Commission to have the Inyo County General Plan Land Use Map amended from Central Business District (CBD) to Residential Medium High (RMH) to best match

the requested zoning and the planned residential use of the property in General Plan Amendment 2024-03/Big Pine Petroleum.

- (5) The proposed Zone Reclassification is consistent with the goals, policies, and implementation measures in the Inyo County General Plan, including the proposed General Plan Amendment.
- (6) The proposed actions will act to further the orderly growth and development of the County by rezoning the property to R-2 District – Multiple Residential with a 6,500 square foot minimum (R2-6,500) as it best matches the current and planned futures uses on the property.

SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED

The Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning on an 8,957 square foot site as created by Tentative Parcel Map 431 located at 109 Main Street, Big Pine, CA (APN: 004-032-01) is changed from Central Business (CB) to R-2 Districts – Multiple Residential with a 6,500 square foot minimum (R2-6,500).

SECTION IV: 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 hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board member voting for and against same.

PASSED AND ADOPTED THIS 19TH DAY OF AUGUST, 2025

AYES:

NOES:

ABSTAIN:

ABSENT:

Scott Marcellin, Chairperson
Inyo County Board of Supervisors

ATTEST:
Nate Greenberg
Clerk of the Board

By: _____
Darcy Israel, Assistant

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, CERTIFYING THAT THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) HAVE BEEN MET AND MAKING CERTAIN FINDINGS WITH RESPECT TO AND APPROVING GENERAL PLAN AMENDMENT NO. 2024-03/BIG PINE PETROLEUM

WHEREAS, the Inyo County Planning Department received a complete application from Mohamad Najm (“Applicant”), pursuant to ICC Section 18.81.320, to reclassify the zone designation of a 8,957 square-foot parcel located at 109 Main Street, Big Pine, California, identified as APN: 004-032-01 from Central Business (CB) to R-2 Districts – Multiple Residential with a 6,500 square foot minimum (R2-6,500), and to have the County’s Zoning Map amended to reflect this change (Zone Reclassification No. 2024-03/Big Pine Petroleum); and

WHEREAS, the Applicant applied, in a related required procedure, to the Inyo County Planning Commission to have the Inyo County General Plan Land Use Map amended from Central Business District (CBD) to Residential Medium High (RMH) to best match the requested zoning and the planned residential use of the property in General Plan Amendment 2024-03/Big Pine Petroleum; and

WHEREAS, Zone Reclassification No. 2024-03/Big Pine Petroleum and General Plan Amendment 2024-03/Big Pine Petroleum are collectively referred to herein as “the Projects;” and

WHEREAS, the Inyo County Planning Department determined the Projects were both exempt from environmental review under CEQA Guidelines Section 15061(b)(3), general rule, on the basis that they could have no possibility of causing significant environmental effects as the property is already disturbed, include no additional development proposals and the land use designations that are proposed will result in lower impact uses; and

WHEREAS, on November 7, 2024 the County sent certified letters initiating Native American Consultation pursuant to California Government Code Sections 65040.2, 65092, 65351, 65352.3, 65352.4, 65562.5, to the Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Fort Independence Indian Community of Paiutes, Utu Utu Gwaitu Tribe of the Benton Paiute Reservation, and Wuksachi Indian Tribe/Eshom Valley Band in relation to the Projects; and

WHEREAS, following a duly noticed public hearing on May 28, 2025, the Inyo County Planning Commission passed Resolution 2025-03 recommending the Inyo County Board of Supervisors certify the General Plan Amendment No. 2024-03/Big Pine Petroleum and Zone Reclassification No. 2024-03/Big Pine Petroleum as exempt from CEQA and approve both projects; and

WHEREAS, on August 19, 2025, following a duly noticed public hearing, and having reviewed and considered all the information and evidence presented to it, including public

testimony, written comments, staff reports and presentation, the Board of Supervisors made the required findings and adopted an Ordinance approving Zone Reclassification No. 2024-03/Big Pine Petroleum; and

WHEREAS, on August 19, 2025, following a duly noticed public hearing, having reviewed and considered all the information and evidence presented to it, including public testimony, written comments, staff reports and presentation, the Board of Supervisors makes the required findings and approves General Plan Amendment No. 2024-03/Big Pine Petroleum.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO FINDS AND RESOLVES AS FOLLOWS:

SECTION ONE: The above recitals are incorporated herein as findings.

SECTION TWO: General Plan Amendment No. 2024-03/Big Pine Petroleum is exempt from environmental review under CEQA Guidelines Section 15061(b)(3), the general rule, and CEQA Guidelines Sections 15301 and 15303 (Class 1 and 3 Categorical Exemptions).

SECTION THREE: Based on substantial evidence in the record, the proposed General Plan Amendment is consistent with the Goals and Policies of the Inyo County General Plan and with Title 18 (Zoning Ordinance) of the Inyo County Code.

SECTION FOUR: The Project Site is already disturbed and will not result in the loss of native vegetation or wildlife habitat. Therefore, this project will have a “de minimus” impact on wildlife resources as outlined in the California Department of Fish and Game Code Section 711.4. The proposed use is properly related to other uses and transportation and service facilities in the vicinity. The proposed use would not, under all the circumstances of this case, adversely affect the health or safety of persons living or working in the vicinity, or be materially detrimental to the public welfare. The proposed use is necessary or desirable.

SECTION FIVE: that General Plan Amendment No. 2024-03/Big Pine Petroleum proposes to change the land use designation from Central Business District (CBD) to Residential Medium High (RMH), which best matches the proposed zone reclassification, and current uses on the property.

SECTION SIX: the Board of Supervisors of the County of Inyo does hereby approve General Plan Amendment No. 2024-03/Big Pine Petroleum.

PASSED AND ADOPTED THIS August 19, 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

Scott Marcellin, 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

August 19, 2025

Reference ID:
2025-509

Approval of Forthcoming Grants from the Federal Aviation Administration

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director - Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director - Airports

RECOMMENDED ACTION:

Authorize the County Administrative Officer to sign the forthcoming Federal Aviation Administration (FAA) Airport Improvement Program grants for the Runway 12-30 Runway Safety Area Project, the Replace Navigational Aid Project, the Commercial Service Terminal Environmental Assessment, and the Airport Equipment Storage Building Design.

BACKGROUND / SUMMARY / JUSTIFICATION:

Public Works anticipates receiving the following four grants from the Federal Aviation Administration (FAA) in July and August:

- Runway 12-30 Runway Safety Area (RSA) Project - Airport Improvement Program Grant for \$1,586,665, with a 5% County match of \$83,509;
- Replace Navigational Aid Project - Airport Improvement Program grant for \$239,345, with a 5% County match of \$12,598;
- Commercial Service Terminal Environmental Assessment - Congressionally Directed Spending grant for \$285,944, with a 5% County match of \$15,050;
- Airport Equipment Storage Building Design - Airport Infrastructure Grant for \$309,120, with a 5% County match of \$16,270.

Once the grant offers are received, they must be signed by the Public Works Director and returned to the FAA within a short timeframe. The final grant applications for each project were based on construction bids and/or negotiated consultant cost proposals. The resultant contracts will be brought to the Board for approval once the grants have been finalized.

FISCAL IMPACT:

Funding Source	Grant Funded (FAA grants listed above) - the grant matches have been budgeted as an operating transfer from the Geothermal Budget	Budget Unit	630303, 630307, 630500, 630600, 010406
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Budgeted?	All contract costs besides RSA Construction Contract are included in the Preliminary Budget.	Object Code	4555, 4998
Recurrence	One-Time Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$127,427 for the period between September 2025 and June 2026, contingent on Board approval of the Runway Safety Area Project budget for 25/26. All other expenses for the four projects are included in the Fiscal Year 25/26 Preliminary Budget. The operating transfers will only be transferred upon the actual expenditures occurring.
Future Fiscal Year Impacts
If the expenditures cross fiscal years, those will be budgeted accordingly in future years.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to accept the grants, or request that each grant be brought to the Board individually once received from the Federal Aviation Administration (FAA). This is not recommended, as the required turn-around time for signatures requested by the FAA is very short.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Federal Aviation Administration

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Supporting Infrastructure Improvements
Thriving Communities | Enhanced Transportation Services
High Quality Services | Improved County Facilities

APPROVALS:

Ashley Helms	Created/Initiated - 07/10/2025
Darcy Israel	Approved - 07/14/2025
Ashley Helms	Approved - 07/14/2025
Denelle Carrington	Approved - 07/22/2025
Keri Oney	Approved - 07/25/2025
John Vallejo	Approved - 07/28/2025
Amy Shepherd	Approved - 08/12/2025
Michael Errante	Approved - 08/12/2025
Nate Greenberg	Final Approval - 08/12/2025

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

August 19, 2025

Reference ID:
2025-551

Implementation of Automated License Plate Reader System Sheriff

NO ACTION REQUIRED

ITEM SUBMITTED BY

Office of the Sheriff

ITEM PRESENTED BY

Shane Scott, Lieutenant

RECOMMENDED ACTION:

Review Automated License Plate Reader (ALPR) policy and receive public comment on ALPR as required by California Civil Code 1798.90.55.

BACKGROUND / SUMMARY / JUSTIFICATION:

California Civil Code 1798.90.55(a) states:

A public agency that operates or intends to operate an Automated License Plate Reader (ALPR) system shall provide an opportunity for public comment at a regularly scheduled public meeting of the governing body of the public agency before implementing the program.

This item comes before you today to allow the Board of Supervisors and the public to learn about ALPR technology and to comment on the Sheriff's Office's intent to operate an ALPR system.

The use of ALPR technology is a valuable law enforcement tool. This technology assists in identifying stolen or wanted vehicles, vehicles associated with missing or wanted people, and stolen license plates. ALPR systems capture a contextual photo of the vehicle, an image of the license plate, the geographic coordinates of where the image was captured, and the date and time of the recording. The ALPR system does not identify any individual or access any person's personal information through its analysis of license plate characters. The data captured by the ALPR unit itself is entirely anonymous. Law enforcement can only identify the registered owner of a vehicle by querying a separate, secure state government database of vehicle license plate records, which is restricted, controlled, and audited.

California Civil Code 1798.90.5 outlines the deployment of ALPR technology, including strict provisions for administration, access, storage, and data sharing. Data may only be used for official law enforcement purposes, and cannot be shared, transferred, or sold for any other use. Employees are required to attend four hours of training on the system and its policies before being granted access to the system. Annual audits of the system to ensure privacy and security shall be conducted by the Sheriff's Office administration. Any agency using or intending to use ALPR technology shall implement a usage and privacy policy to ensure that the access, use, sharing, and dissemination of ALPR information is consistent with respect for individuals' privacy and civil liberties. The usage and privacy policy shall be available to the public in writing, and is posted conspicuously on our website <https://www.inyocounty.us/services/sheriff>

Currently, ALPR technology is in use in Inyo County by the Mono County Sheriff's Office. The Inyo County Sheriff's Office has installed it, but it is not yet operational. The ALPR technology is located at select fixed and mobile locations in Inyo County. We are committed to operating ALPR technology in a measured manner that balances personal privacy concerns and public safety. We will follow strict protocols in the access, storage, and use of ALPR data to ensure its integrity and compliance with applicable laws. ALPR data will be retained for a period of two years and then purged.

FISCAL IMPACT:

Funding Source	The acquisition of ALPR technology is being funded through the Homeland Security Grant Program and C.O.P.S funding. There is no impact to the General Fund.	Budget Unit	
Budgeted?	Yes	Object Code	
Recurrence	One-Time & Recurring	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Future Fiscal Year Impacts
Ongoing costs are estimated to be \$2,100 per year for licensing and will be funded in the general fund.
Additional Information

This project was funded via Homeland Security Grant Program funds from a prior fiscal year.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to review and allow open comment for this item. This is not recommended as the County has already invested in the infrastructure to support this project, and the License Plate Readers have been installed. License Plate Readers are a valuable law enforcement tool that further the agency's efforts to identify stolen or wanted vehicles, vehicles associated with missing or wanted individuals, and stolen license plates within Inyo County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Public Works/Deferred Maintenance; CAO-Homeland Security Grant

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Riannah Reade	Created/Initiated - 07/24/2025
Darcy Israel	Approved - 07/24/2025
Riannah Reade	Approved - 07/24/2025
Keri Oney	Approved - 07/25/2025
John Vallejo	Approved - 07/25/2025
Amy Shepherd	Approved - 07/30/2025
Stephanie Rennie	Approved - 07/30/2025
Nate Greenberg	Final Approval - 08/10/2025

ATTACHMENTS:

1. Automated License Plate Readers (ALPRs) Policy

Automated License Plate Readers (ALPRs)

432.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

432.2 POLICY

The policy of the Inyo County Sheriff Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this agency. Because such data may contain confidential information, it is not open to public review.

432.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Inyo County Sheriff Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administration Division Commander. The Administration Division Commander will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

432.3.1 ALPR ADMINISTRATOR

The Administration Division Commander shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (b) Training requirements for authorized users.
- (c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee in overseeing the ALPR operation.
- (f) Working with the Custodian of Records on the retention and destruction of ALPR data.

Inyo County Sheriff Department

Policy

Automated License Plate Readers (ALPRs)

- (g) Ensuring this policy and related procedures are conspicuously posted on the agency's website.

432.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Agency members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement business.
- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this agency shall operate ALPR equipment or access ALPR data without first completing agency-approved training.
- (e) No ALPR operator may access agency, state or federal data unless otherwise authorized to do so.
- (f) If practicable, the deputy should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

432.5 DATA COLLECTION AND RETENTION

The Administration Division Commander is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with agency procedures.

All ALPR data downloaded to the server should be stored for a minimum of one year and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

432.6 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Inyo County Sheriff Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

Inyo County Sheriff Department

Policy

Automated License Plate Readers (ALPRs)

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52).
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or agency-related civil or administrative action.
- (c) ALPR system audits should be conducted on a regular basis.

For security or data breaches, see the Records Release and Maintenance Policy.

432.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

- (a) The agency makes a written request for the ALPR data that includes:
 - 1. The name of the agency.
 - 2. The name of the person requesting.
 - 3. The intended purpose of obtaining the information.
- (b) The request is reviewed by the Administration Division Commander or the authorized designee and approved before the request is fulfilled.
- (c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

432.8 TRAINING

The Training Coordinator should ensure that members receive agency-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).



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

August 19, 2025

Reference ID:
2025-533

Side Letter with Inyo County Probation Peace Officer Association and the County of Inyo County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Approve the Side Letter between the Inyo County Probation Peace Officer Association and the County of Inyo, effective August 28, 2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

The proposed side letter to the existing Memorandum of Understanding (MOU) with the Inyo County Probation Peace Officers Association (ICPPOA) revises the existing bilingual pay provision to make it clear that all members of the bargaining unit—not just Probation Officers—are eligible to receive bilingual pay when performing qualifying duties.

The side letter also removes the cap on the number of employees who may receive this pay, ensuring consistency with the provisions in place for all other bargaining units. These changes reinforce the County's commitment to equitable compensation and recognize the value of bilingual skills used in the course and scope of assigned job duties.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	023000 and 023001
Budgeted?	Yes	Object Code	5001
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
The cost will fluctuate based on how many employees are qualified to receive the bi-lingual status. The costs are covered within current fiscal year budget.
Future Fiscal Year Impacts
The cost will fluctuate based on how many employees are qualified to receive the bi-lingual status.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Side Letter. This is not recommended, as the language in the current Memorandum of Understanding requires clarification. Further, the department has employees who utilize their bilingual skills to assist the clients of the department, and are not able to be compensated for this skill.

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 - 08/05/2025
Darcy Israel	Approved - 08/05/2025
Denelle Carrington	Approved - 08/08/2025
John Vallejo	Approved - 08/12/2025
Amy Shepherd	Approved - 08/12/2025
Nate Greenberg	Final Approval - 08/12/2025

ATTACHMENTS:

1. Side Letter - ARTICLE 29 Special Assignment Pay - Bilingual

SIDE LETTER AGREEMENT BETWEEN
COUNTY OF INYO
AND
INYO COUNTY PROBATION PEACE OFFICERS ASSOCIATION

This Side Letter is an addendum to the existing, Memorandum of Understanding (MOU) between the County of Inyo and Inyo County Probation Peace Officers Association (ICPPOA), effective April 1, 2025.

Recitals:

WHEREAS, the County and the Employee Association/Union have engaged in good faith negotiations concerning bilingual pay under ARTICLE 29. SPECIAL ASSIGNMENT PAY (c); and

WHEREAS, the parties have reached an agreement regarding deleting the limit of members eligible for bilingual services compensation and including Rehabilitation Specialists and Probation Services Coordinator as eligible members, necessitating an amendment to ARTICLE 29. SPECIAL ASSIGNMENT PAY (c).

Agreement:

The parties hereby agree to the following terms:

1. Amendment to ARTICLE 29. SPECIAL ASSIGNMENT PAY (c):

- c. Any represented member who successfully demonstrates the ability to provide bilingual services to the public in the languages designated below shall be compensated as follows:

Spanish I - Those who can communicate with the public = (2%) of their base rate of pay.

Spanish II - Those who interview and interrogate = (3%) of their base rate of pay.

Spanish III - Those who speak, read, and write = (5%) of their base rate of pay.

Upon passing the testing procedure administered by Human Resources, the Department Head will assign the level which they qualify to the employee.

Employees shall receive Spanish III compensation upon successfully passing of an exam that tests their oral communication skills, reading and writing ability.

This Side Letter shall amend ARTICLE 29. SPECIAL ASSIGNMENT PAY (c) of the existing MOU and will be implemented beginning on the pay period of August 28, 2025. The amendment shall remain in effect for the duration of the current MOU.

Signatures:

County of Inyo

ICPPOA

Lisa Vetter

08/07/2025

Lisa Vetter (Aug 7, 2025 07:54:12 PDT)

Scott Marcellin, Chairperson

Date

Signature

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

August 19, 2025

Reference ID:
2025-548

Treasury Status Report for Quarter Ending June 30, 2025 Treasurer-Tax Collector NO ACTION REQUIRED

ITEM SUBMITTED BY

Moana Chapman, Deputy Treasurer-Tax Collector

ITEM PRESENTED BY

Christie Martindale, Treasurer-Tax Collector

RECOMMENDED ACTION:

Review the Treasury Status Report for the Quarter Ending June 30, 2025, and direct any questions to the County Treasurer.

BACKGROUND / SUMMARY / JUSTIFICATION:

The report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purpose of the report is to disclose the following:

- The investments and deposits of the treasury.
- The cost basis and market value of the investments.
- Compliance with the County Investment Policy.
- The weighted average of the investments.
- The projected ability of the treasury to meet the expected expenditure requirements of the treasury's pooled participants for the next six months.

FISCAL IMPACT:

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Pursuant to Section 53646(g) of the Government Code, copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Moana Chapman

Created/Initiated - 07/21/2025

Darcy Israel
Christie Martindale

Approved - 07/22/2025
Final Approval - 07/22/2025

ATTACHMENTS:

1. 06-30-2025 Treasury Status Report

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX
inyottc@inyocounty.us



CHRISTIE MARTINDALE
TREASURER-TAX COLLECTOR
cmartindale@inyocounty.us

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Christie Martindale, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: 06-30-2025
DATE: July 16, 2025

The following status report of the County Treasury as of 06-30-2025 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from TRACKER, a Division of C2, LLC reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 973 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of: 06-30-2025 was \$15,417,761.91
(Principal: \$14,968,435.40 plus Contributions: \$00.00 plus Interest: \$455,511.87 less Fees: \$-6,185.36.

C: Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION			
For the Business Day of: 6/30/2025			
AUDITOR BALANCES:			
Beginning "Claim on Cash in Treasury"		\$240,559,023.58	
Deposit Authorizations		\$808,700.89	
Checks Paid on:	6/27/2025	(\$303,865.04)	
Journal Entry:		\$0.00	
Outgoing Debits:		(\$4,012,543.74)	06-30-2025 SEE ATTACHED "EXHIBIT A" FOR OUTGOING DEBIT DETAILS
Ending "Claim on Cash in Treasury"		\$237,051,315.69	
TREASURER BALANCES:			
CASH ON HAND:			
	Drawer	\$9.18	
	Vault	\$16,317.50	
CHECKS ON HAND:			
	Date:		
	Date:		
	Date:		
	Date:		
	Date:		
BANK ACCOUNTS:			
BMO DDA #0407 - General Account		\$7,608,840.16	
Eastern Sierra CB #6463 - General Account		\$1,594,162.16	
Eastern Sierra CB #9764		\$1,000.00	
El Dorado Savings Bank #2107		\$18,304.14	
INVESTMENTS:			
		Agency	Limit
Local Agency Investment Fund	\$ 20,000,000.00		50,000,000
BMO Money Market	\$ 2,802,992.35	1.18%	of 5.00%
UBS Money Market	\$ 5,000,000.00	2.11%	of 5.00%
CDs	\$ 1,984,000.00	0.84%	of 30.00%
Commercial Paper	\$ 30,030,027.79	12.67%	of 15.00%
Corporate Obligation	\$ -	0.00%	of 30.00%
Federal Agencies	\$ 168,775,080.00	71.20%	of 100.00%
Federal Agencies-Treasury Notes/Bonds	\$ -	0.00%	of 100.00%
Local Agencies	\$ (0.00)	0.00%	of 10.00%
	Grand TTL Investments	\$228,592,100.14	
NOTES			
Maturities > 1 Year	\$ 106,800,100.83	45.05%	of 60.00%
GRAND TOTAL TREASURY BALANCE:		\$237,830,733.28	
RECONCILIATION			
Treasury Over/Short:		\$779,417.59	
Explanation:		(\$110,044.43) 06-30-2025 REMOTE DEPOSIT IN TRANSIT	
	\$75,997.91	06-30-2025 ICOE PY: LAEC FEDERAL TAX	
	\$5,578.34	06-30-2025 ICOE PY: CBA STATE TAX- PIT	
	\$10,257.34	06-30-2025 ICOE PY: TEC STATE TAX- PIT	
	\$2,191.27	06-30-2025 ICOE PY: CBA STATE TAX- SDI	
	\$3,512.85	06-30-2025 ICOE PY: TEC STATE TAX-SDI	
	\$2,970,835.79	06-30-2025 ICOE PY: PAYROLL	
	\$567,938.09	06-30-2025 ICOE PY: FEDERAL TAX	
	\$126,553.87	06-30-2025 ICOE PY: STATE TAX	
	\$95,306.89	06-30-2025 ICOE PY: YTHBLD FEDERAL TAX	
	\$23,721.75	06-30-2025 ICOE PY: YTHBLD STATE TAX- PIT	
	\$7,567.92	06-30-2025 ICOE PY: YTHBLD STATE TAX- SDI	
	(\$3,000,000.00)	06-30-2025 FA: CUSIP#3130AMX31 - MATURED	
	(\$3,000,000.00)	06-30-2025 BMO 0407: CUSIP# 3133ETMX2 - PURCHASE	
	\$3,000,000.00	06-30-2025 FA: CUSIP#3133ETMX2 - SETTLMENT	
		\$779,417.59	

EXHIBIT "A"	
OUTGOING DEBIT DETAILS	
ICOE PY - LAEC Federal Taxes	(\$75,997.91)
ICOE PY - CBA State Taxes	(\$5,578.34)
ICOE PY - TEC State Taxes	(\$10,257.34)
ICOE PY - CBA State Taxes	(\$2,191.27)
ICOE PY - TEC State Taxes	(\$3,512.85)
ICOE PY - PAYROLL	(\$2,970,835.79)
ICOE PY - Federal Taxes	(\$567,938.09)
ICOE PY - State Taxes	(\$126,553.87)
ICOE PY - YTHBLD Federal Taxes	(\$95,306.89)
ICOE PY - YTHBLD State Taxes	(\$23,721.75)
ICOE PY - YTHBLD State Taxes	(\$7,567.92)
Aud PY - Payroll, County	(\$2,053.47)
Aud PY - Federal Taxes, County	(\$1,207.13)
Aud PY - State Taxes, County	(\$99.09)
Aud PY - CASDU, Special District	(\$145.87)
Aud PY - Payroll, Special District	(\$119,576.16)
TOTAL	(\$4,012,543.74)

6/30/2025

Prepared and attached by: Kurt Hendricks

Inyo County
Portfolio Holdings
Compliance Report | by Investment Policy
Report Format: By Transaction
Group By: Asset Category
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 6/30/2025

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
Certificate of Deposit - 30 %								
1ST FINANCIAL BANK USA 0.45 8/19/2025	32022RNT0	8/19/2020	0.450	248,000.00	248,000.00	246,688.08	8/19/2025	50
CAPITAL ONE BANK USA NA 1.1 11/17/2026	14042TDW4	11/17/2021	1.100	248,000.00	248,000.00	238,417.28	11/17/2026	505
CAPITAL ONE NA 1.1 11/17/2026	14042RQB0	11/17/2021	1.100	248,000.00	248,000.00	238,417.28	11/17/2026	505
EAST BOSTON SB 0.45 8/12/2025	27113PDP3	8/12/2020	0.450	248,000.00	248,000.00	246,854.24	8/12/2025	43
FIRST CAROLINA BNK 0.45 8/20/2025	31944MBB0	8/20/2020	0.450	248,000.00	248,000.00	246,660.80	8/20/2025	51
GOLDMAN SACHS BNK USA 1.1 11/17/2026	38149MK51	11/17/2021	1.100	248,000.00	248,000.00	238,417.28	11/17/2026	505
NORTHEAST CB 0.45 8/20/2025	664122AF5	8/20/2020	0.450	248,000.00	248,000.00	246,660.80	8/20/2025	51
UBS BANK NA 1.1 11/17/2026	90348JW97	11/17/2021	1.100	248,000.00	248,000.00	238,429.68	11/17/2026	505
ST / Average Certificate of Deposit - 30 %			0.775	1,984,000.00	1,984,000.00	1,940,545.44		277
Commercial Paper - 15 %								
CREDIT AGRICOLE CIB NY 0 12/16/2025	22533TZG4	3/24/2025	4.282	5,000,000.00	4,846,104.17	4,900,600.00	12/16/2025	169
CREDIT AGRICOLE CIB NY 0 7/18/2025	22533TJ3	10/22/2024	4.475	6,000,000.00	5,805,871.67	5,987,100.00	7/18/2025	18
CREDIT AGRICOLE CIB NY 0 7/25/2025	22533TUR5	11/4/2024	4.407	9,000,000.00	8,719,247.50	9,000,000.00	7/25/2025	25
MUFG BANK LTD 0 8/21/2025	62479LVM4	12/20/2024	4.429	5,000,000.00	4,854,277.78	5,000,000.00	8/21/2025	52
NATIXIS NY 0 7/18/2025	63873JUU7	10/22/2024	4.507	6,000,000.00	5,804,526.67	5,987,040.00	7/18/2025	18
ST / Average Commercial Paper - 15 %			4.423	31,000,000.00	30,030,027.79	30,874,740.00		50
Federal Agencies - 100 %								
FFCB 0.53 8/12/2025-22	3133EL3P7	8/12/2020	0.530	4,000,000.00	4,000,000.00	3,981,800.00	8/12/2025	43
FFCB 3.875 4/26/2027	3133EPGT6	4/26/2023	3.875	2,000,000.00	2,000,000.00	1,999,100.00	4/26/2027	665
FFCB 4 10/21/2027-26	3133ERXY2	10/21/2024	4.000	5,000,000.00	5,000,000.00	4,988,950.00	10/21/2027	843
FFCB 4.25 1/28/2028	3133ERZ46	1/28/2025	4.250	5,000,000.00	5,000,000.00	5,063,450.00	1/28/2028	942
FFCB 4.3 6/30/2028-26	3133ETMX2	6/30/2025	4.300	3,000,000.00	3,000,000.00	3,000,000.00	6/30/2028	1,096

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
FFCB 4.5 8/14/2026	3133EPSW6	8/14/2023	4.500	3,000,000.00	3,000,000.00	3,017,160.00	8/14/2026	410
FFCB 4.625 10/23/2028	3133ERCF6	4/25/2024	4.672	5,000,000.00	4,990,500.00	5,121,900.00	10/23/2028	1,211
FFCB 4.65 3/26/2030-26	3133ETAW7	3/26/2025	4.650	10,000,000.00	10,000,000.00	10,009,100.00	3/26/2030	1,730
FHLB 4.15 10/23/2028-26	3130B3DP5	10/23/2024	4.150	5,000,000.00	5,000,000.00	4,980,900.00	10/23/2028	1,211
FHLB 4.375 6/9/2028	3130AWMN7	8/14/2023	4.260	2,000,000.00	2,009,920.00	2,037,800.00	6/9/2028	1,075
FHLB 4.5 3/9/2029	3130AVBD3	4/25/2024	4.680	5,000,000.00	4,960,900.00	5,128,100.00	3/9/2029	1,348
FHLB 4.5 7/27/2029-27	3130B4RC7	1/30/2025	4.500	5,000,000.00	5,000,000.00	5,034,650.00	7/27/2029	1,488
FHLB 4.625 1/28/2030-27	3130B4TE1	1/30/2025	4.625	5,000,000.00	5,000,000.00	5,017,600.00	1/28/2030	1,673
FHLB 5.38 7/24/2028-25	3130B0ZF9	4/24/2024	5.380	5,000,000.00	5,000,000.00	4,999,900.00	7/24/2028	1,120
FHLMC 0.625 8/19/2025-21	3134GWQN9	8/19/2020	0.625	3,000,000.00	3,000,000.00	2,984,850.00	8/19/2025	50
FHLMC 4.125 8/6/2029-25	3134HACR2	8/8/2024	4.373	5,340,000.00	5,281,260.00	5,325,635.40	8/6/2029	1,498
FHLMC 4.125 8/6/2029-25	3134HACR2	8/9/2024	4.407	5,000,000.00	4,937,500.00	4,986,550.00	8/6/2029	1,498
FHLMC 4.15 10/26/2029-27	3134HAM67	12/10/2024	4.150	10,000,000.00	10,000,000.00	10,008,300.00	10/26/2029	1,579
FHLMC 4.342 10/22/2027-25	3134HATV5	10/22/2024	4.342	5,000,000.00	5,000,000.00	4,989,100.00	10/22/2027	844
FHLMC 4.35 4/8/2030-26	3134HBHP9	4/8/2025	4.350	10,785,000.00	10,785,000.00	10,798,696.95	4/8/2030	1,743
FHLMC 4.41 1/28/2030-28	3134HA4V2	1/28/2025	4.410	10,000,000.00	10,000,000.00	10,061,100.00	1/28/2030	1,673
FHLMC 4.67 2/5/2030-26	3134HBGJ4	3/28/2025	4.670	10,775,000.00	10,775,000.00	10,758,191.00	2/5/2030	1,681
FNMA 0.625 7/21/2025-22	3136G4ZJ5	7/21/2020	0.625	4,000,000.00	4,000,000.00	3,991,840.00	7/21/2025	21
FNMA 0.7 7/21/2025-21	3136G4ZG1	7/21/2020	0.700	4,000,000.00	4,000,000.00	3,992,000.00	7/21/2025	21
FNMA 4.4 3/25/2030-27	3136GAED7	3/28/2025	4.400	16,415,000.00	16,415,000.00	16,485,256.20	3/25/2030	1,729
FNMA 4.5 3/24/2028-25	3136GADZ9	3/27/2025	4.500	2,935,000.00	2,935,000.00	2,931,859.55	3/24/2028	998
FNMA 4.602 7/2/2029-26	3136GAEE5	4/2/2025	4.602	17,685,000.00	17,685,000.00	17,660,771.55	7/2/2029	1,463
ST / Average Federal Agencies - 100 %			4.123	168,935,000.00	168,775,080.00	169,354,560.65		1,310
LAIF - \$ 50M								
LAIF LGIP	LAIF4000	9/30/2018	4.269	20,000,000.00	20,000,000.00	20,000,000.00	N/A	1
ST / Average LAIF - \$ 50M			4.269	20,000,000.00	20,000,000.00	20,000,000.00		1
Money Market BMO - 5%								
BMO HARRIS BANKMM	BMOMM0670	5/23/2023	3.102	2,810,139.98	2,810,139.98	2,810,139.98	N/A	1
ST / Average Money Market BMO - 5%			3.102	2,810,139.98	2,810,139.98	2,810,139.98		1
Money Market UBS - 5 %								
UBS Financial MM	UBSM9591	6/30/2018	4.180	5,000,000.00	5,000,000.00	5,000,000.00	N/A	1
ST / Average Money Market UBS - 5 %			4.180	5,000,000.00	5,000,000.00	5,000,000.00		1
Total / Average			4.136	229,729,139.98	228,599,247.77	229,979,986.07		973

COUNTY OF INYO
PARS Post-Employment Benefits Trust

Account Report for the Period
6/1/2025 to 6/30/2025

Nathan Greenberg
County Administrative Officer
County of Inyo
P.O. Box Drawer N
Independence, CA 93526

Account Summary

Source	Balance as of 6/1/2025	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 6/30/2025
OPEB	\$12,793,327.08	\$0.00	\$389,276.75	\$5,286.13	\$0.00	\$0.00	\$13,177,317.70
PENSION	\$2,175,108.32	\$0.00	\$66,235.12	\$899.23	\$0.00	\$0.00	\$2,240,444.21
Totals	\$14,968,435.40	\$0.00	\$455,511.87	\$6,185.36	\$0.00	\$0.00	\$15,417,761.91

Investment Selection

Source	
OPEB	County of Inyo - OPEB
PENSION	County of Inyo - PEN

Investment Objective

Source	
OPEB	Individual account based on Moderate - Strategic Blend. The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.
PENSION	Individual account based on Moderate - Strategic Blend. The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	3.04%	5.63%	10.14%	9.66%	7.09%	6.40%	6/16/2010
PENSION	3.05%	5.64%	-	-	-	-	2/7/2025

Information as provided by US Bank, Trustee for PARS: Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.
Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees