



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AMENDED AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. (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 **September 2, 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: Agricultural Commissioner

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

ADDENDUM 5a) Presentation – Caltrans representatives will provide an update on current and upcoming highway projects throughout Inyo County.

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) 2025-2026 Gann Appropriation Limit

Auditor-Controller | Amy Shepherd

Recommended Action:

Approve Resolution No. 2025-30, titled, "A Resolution of the Board of Supervisors of the County of Inyo, California Establishing Fiscal Year 2025-2026 Appropriation Limit under Article XIII of the California Constitution, and Establishing Period for Contesting Such Limits for the County and Board of Supervisors Governed Special Districts," and authorize the Chairperson to sign.

9) 2025-2026 Property Tax Rates

Auditor-Controller | Amy Shepherd

Recommended Action:

Adopt Resolution No. 2025-31, titled, "A Resolution of the Board of Supervisors of the County of Inyo, California Adopting Tax Rates for Fiscal Year 2025-2026, Pursuant to California Government Code Section 29100," and authorize the Chairperson to sign.

10) Approval of Minutes from the August 19 Board of Supervisors Meeting

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:

Approve the minutes from the regular Board of Supervisors meeting of August 19, 2025.

11) California Department of Public Health, Women, Infants, and Children Division Agreement

Health & Human Services | Anna Scott

Recommended Action:

Approve Contract No. 25-10176 between the County of Inyo and California Department of Public Health, Women, Infants, and Children (WIC) division for the provision of program implementation of the WIC Program in an amount not to exceed \$1,438,206 for the period of October 1, 2025 through September 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Health and Human Services Director to sign.

12) Award Runway 12-30 Safety Area Project Construction Contract

Public Works | Ashley Helms

Recommended Action:

Contingent upon approval of the Fiscal Year 2025-2026 Budget, and receipt of the Federal Aviation Administration Airport Improvement Grant:

- A) Award the contract for the Runway 12-30 Safety Area Project to Qualcon Contractors, Inc. of Minden, NV, as the successful bidder;
- B) Approve the construction contract between the County of Inyo and Qualcon Contractors, Inc. of Minden, NV in the amount of \$1,315,558.00, and authorize the Chairperson to sign; and
- C) Authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

13) Temporary Road Closure for the 2025 California Indian Day Parade

Public Works | Michael Errante

Recommended Action:

Approve the temporary closure of North See Vee Lane in Bishop, west of Diaz Lane and south of Barlow Lane extending to the gymnasium (as indicated on the attached map), from 7 a.m.-noon on September 26, 2025 to accommodate the Annual 2025 California Indian Days Parade.

14) FY 2025-2026 Bureau of Justice Assistance Equipment and Training Program Grant

Sheriff | Lindsey Stine

Recommended Action:

Authorize the submittal of the Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant Program for Fiscal Year 2025-2026, contingent upon the Board's approval of the budget.

15) Acceptance of Tentative Grant Award from the Office of Traffic Safety

Sheriff | Lindsey Stine

Recommended Action:

Formally accept the tentative grant award in the amount of \$67,000 from the Office of Traffic Safety (OTS) for the proposed "Traffic Records Improvement Project" (Application #26-006740), contingent upon final approval by the National Highway Traffic Safety Administration (NHTSA), full execution of a

REGULAR AGENDA

16) Bishop Chamber of Commerce and Visitors Bureau Marketing Update

County Administrator - Economic Development | Julie Faber, Bishop Chamber, Tawni Thomson, Bishop Chamber
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action:

Hear a report from the Bishop Chamber of Commerce and Visitors Bureau on the results of the FY 24-25 County of Inyo marketing campaign.

17) Board Workshop on Residential Infill

Planning Department | Cathreen Richards
20 minutes

Recommended Action:

Receive a presentation from staff on the Infill Residential Capacity Study; provide comments and direction.

18) Jail Security Upgrade Contract Amendment

Sheriff | Shane Scott
10 minutes (5min. Presentation / 5min. discussion)

Recommended Action:

Ratify and approve an amendment to the agreement between the County of Inyo and Integrated Security Controls (ISC) of Santa Rosa, CA for the provision of security and camera system installation, increasing the not-to-exceed amount by \$21,302.00, for a total of \$1,256,072.00, and amending attachment B, Schedule of Fees to include change order one (1) to change camera types for a net increase of \$11,735.00; and change order two (2) to include three additional cameras for \$9,566.00 for the period of June 25, 2024 through project completion, contingent upon the Board's approval of future budgets, and authorize the Sheriff or designee to sign the amendment.

19) Agreement with TeleConnect Therapies for Provision of Teletherapy Services

Health & Human Services - Behavioral Health | Anna Scott
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

- A) Declare TeleConnect Therapies of Avalon, CA, a sole-source provider of teletherapy services;
- B) Ratify and approve the agreement between the County of Inyo and TeleConnect of Avalon, CA for the provision of teletherapy services in an amount not to exceed \$118,080 for the period of July 1, 2025 through June 30, 2026, contingent upon the Board's approval of the Fiscal Year 2025-2026 Budget; and
- C) Authorize the Chairperson to sign the agreement and HIPAA Business Associate Agreement.

20) Agreement with County of Santa Cruz for Local Government Agency Consortium Services

Health & Human Services | Anna Scott
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

Ratify and approve the agreement between the County of Inyo and the County of Santa Cruz providing that Santa Cruz will act as the Host County for the Local Government Agency (LGA) Consortium for the period of July 1, 2025 through June 30, 2028, contingent upon the Board's approval of future budgets, and authorize Melissa Best-Baker, as the Board-appointed LGA Coordinator, to sign the agreement.

21) California Mental Health Services Authority Loan Repayment Program Agreement

Health & Human Services | Anna Scott
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

Ratify and approve the agreement between the County of Inyo and California Mental Health Services Authority (CalMHSA) of Sacramento, CA for the provision of governing the Workforce Loan Repayment Program in an amount not to exceed \$115,000 for the period of July 1, 2025 through June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign.

22) Memorandum of Understanding between the County of Inyo and the Inyo County Deputy Sheriff's Association (ICDSA)

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

Recommended Action:

Ratify and approve the July 1, 2025 through June 30, 2028 Memorandum of Understanding between the County of Inyo and the Inyo County Deputy Sheriff's Association (ICDSA).

23) Public Risk Innovation Solutions Management (PRISM) Memorandum of Understanding (MOU) - Vision Program

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

Recommended Action:

Ratify and approve the Memorandum of Understanding (MOU) - Vision Program, between the County of Inyo and Public Risk Innovation Solutions and Management (PRISM), effective July 1, 2025, and authorize the Chairperson to sign.

24) Approval of the Inyo County Artificial Intelligence Usage Policy

County Administrator - Information Services | Abhilash Itharaju
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

Approve the Inyo County Artificial Intelligence Usage Policy.

ADDENDUM 24a) Presentation on New Digital Budget Book

County Administrator - Budget | Nate Greenberg, Denelle Carrington
10 minutes

Recommended Action:

Receive a virtual tour of the new digital FY 2025-2026 Budget Book from members of the Budget Team, who will also provide guidance on accessing the book's various features.

ADDITIONAL PUBLIC COMMENT & REPORTS

25) Public Comment

Comments may be time-limited

26) Board Member and Staff Reports

Receive updates on recent or upcoming meetings and projects

CORRESPONDENCE - INFORMATIONAL

27) Sheriff - Overtime Report for 2024-2025



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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 2, 2025

Reference ID:
2025-594

2025-2026 Gann Appropriation Limit Auditor-Controller ACTION REQUIRED

ITEM SUBMITTED BY

Amy Shepherd, Auditor/Controller

ITEM PRESENTED BY

Amy Shepherd, Auditor/Controller

RECOMMENDED ACTION:

Approve Resolution No. 2025-30, titled, "A Resolution of the Board of Supervisors of the County of Inyo, California Establishing Fiscal Year 2025-2026 Appropriation Limit under Article XIII of the California Constitution, and Establishing Period for Contesting Such Limits for the County and Board of Supervisors Governed Special Districts," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The "appropriation limit" established by Article XIII-B of the State Constitution, effective July 1, 1980, and amended by Proposition 111 as of June 1990 has been calculated by the Auditor-Controller for the 2025-2026 fiscal year. The calculation was performed pursuant to the "Article XIII-B Appropriation Procedure Guidelines for California Counties" written by the Accounting Standards and Procedures Committee, November 1990. The 2025-2026 calculated GANN Limit is \$61,881,345.

The County is well within its appropriation limit using the Prop. 111 alternative indexes. The current "cushion" between the 2025-2026 proposed proceeds of taxes, \$28,141,845 and the calculated 2025-2026 limitation is \$61,881,345.

On November 6, 1979, the California Electorate approved Proposition 4, also known as the Gann Amendment. At that time, Proposition 4 then became Article XIII-B of the California Constitution. On June of 1990 the voters passed Proposition 111, which updates the States' appropriation limit to allow for new funding for priority State programs, while still providing an overall limit on State and local spending. The Prop. 111 amendment allowed for an alternative index and additional appropriation exemptions.

After reviewing the County's Proposed Budget including estimated tax revenues and associated costs by functional grouping, the Auditor-Controller has determined that the 2025-2026 Proposed Budget is within the "appropriation limit."

Periodic review of actual revenues and expenditures will be made during the year in order to ensure that the County remains in compliance with Article XIII-B.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011900
Budgeted?	Yes	Object Code	Various Revenue codes
Recurrence	N/A	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

The County is well within its appropriation limit using the Prop. 111 alternative indexes. The current “cushion” between the 2025-2026 proposed proceeds of taxes is \$28,141,845 and the calculated 2025-2026 limitation is \$61,881,345. The revenue used in the Gann calculation is discretionary general revenue such as property tax & sales tax.

Future Fiscal Year Impacts

This is an annual calculation, so there is no future impact.

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

The Board could choose not to adopt the resolution accepting the Gann limit calculation. This is not recommended since the Gann limit applies under Article XIII of the California Constitution whether the calculation has been accepted by resolution or not.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Amy Shepherd	Created/Initiated - 08/12/2025
Darcy Israel	Approved - 08/13/2025
Amy Shepherd	Approved - 08/20/2025
John Vallejo	Approved - 08/20/2025
Nate Greenberg	Final Approval - 08/25/2025

ATTACHMENTS:

1. GANN Limit Resolution 2025-2026
2. GANN Limit Workbook/Attachment A
3. Price Factor and Population Information Letter
4. FY 2025-26 Subvention Letter to Counties

RESOLUTION 2025-

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF INYO, CALIFORNIA
ESTABLISHING FISCAL YEAR 2025-2026 APPROPRIATION LIMIT UNDER
ARTICLE XIII OF THE CALIFORNIA CONSTITUTION, AND ESTABLISHING
PERIOD FOR CONTESTING SUCH LIMITS FOR THE COUNTY AND BOARD
OF SUPERVISORS GOVERNED SPECIAL DISTRICTS**

WHEREAS Article XIII B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article; and

WHEREAS Article XIII B Section 8(e)(2) requires the Governing Body to select the Change in Cost-of-Living methodology each year by recorded vote; and

WHEREAS the percentage change in California Per Capita Income provides the greatest result rather than using the change in the Local Assessment roll from the preceding year due to the addition of non-residential new construction; and

WHEREAS, the Auditor-Controller of the County of Inyo has computed the appropriations limit for the fiscal year 2025-2026; and

WHEREAS, the Auditor-Controller of the County of Inyo has prepared the applicable Statement showing the calculation and such detail Statement are available for public review during reasonable hours and after reasonable notice in the Auditor-Controller's Office:

NOW THEREFORE, BE IT RESOLVED, that the County of Inyo selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for fiscal year 2025-2026 and

NOW THEREFORE, BE IT FURTHER RESOLVED, that the appropriations limit for the County of Inyo for the fiscal year 2025-2026 as shown on Attachment A is hereby established as \$61,881,345. and such appropriations limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution and

BE IT FURTHER RESOLVED that the appropriations limit for the County for the fiscal year 2025-2026 may be adjusted at a later date in the event that revenues which are unanticipated and classified as proceeds of taxes in accordance with Section 8(c) of Article XIII B of the California Constitution, are received and appropriated.

BE IT FURTHER RESOLVED that any judicial action or proceeding to attach, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Section 7910 of the Government Code.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California this _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Scott Marcellin, Chairperson
Inyo County Board of Supervisors

Attest: Nate Greenberg
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board

ATTACHMENT A
STATEMENT OF INYO COUNTY GANN LIMIT CALCULATIONS
FOR THE TAX YEAR 2025-2026

	2023-2024 Limit	Population Change	Per Capita Change	2024-2025 Limit	Population Change	Per Capita Change	2025-2026 Limit
INYO COUNTY	56,348,310	0.99840	1.0362	58,294,698	0.9973	1.0644	61,881,345

-

**GANN Limit Calculation Updated to Include State Subventions
Based on Projected Revenues
Fiscal Year Ending June 30, 2026**

	Projected FY 25-26
Current Secured Taxes - 4001	17,300,000
Current Unsecured Taxes - 4004	1,300,000
Current Unsecured Aircraft Tax - 4005	45,000
SB813 Distributions - 4008	200,000
Sales Tax - 4062 & 4063	1,925,000
Real Property Transfer Tax - 4082	105,000
Transient Occupancy Tax - 4083	4,400,000
Transaction & Use Tax - 4085	1,800,000
Interest on Tax Funds - 4303	500
Homeowners Property Tax Relief - 4472	64,000
State Subventions Pursuant to Government Code Section 7903	<u>6,600,000</u>
	33,739,500

2024-2025 Limitation (Using Per Capita personal Income % Change)	58,294,698
2025-2026 Population Factor	0.99730
2025-2026 Per Capita Factor	<u>1.0644</u>
2025-2026 Appropriation Limit	61,881,345
2025-2026 Proceeds of Taxes	<u>(33,739,500)</u>
Amount Under Limitation	28,141,845

May 2025

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code Section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2025, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2025-26. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2025-26 appropriations limit. Attachment B provides the city and unincorporated county population percentage change along with the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code Section 2228 provides additional information regarding the appropriations limit. Article XIII B, Section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code Section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2025.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE STEPHENSHAW
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2025-26 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2025-26	6.44

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2025-26 appropriation limit.

2025-26:

Per Capita Cost of Living Change = 6.44 percent
Population Change = 0.28 percent

Per Capita Cost of Living converted to a ratio: $\frac{6.44 + 100}{100} = 1.0644$

Population converted to a ratio: $\frac{0.28 + 100}{100} = 1.0028$

Calculation of factor for FY 2025-26: $1.0644 \times 1.0028 = 1.0674$

January 31, 2025

Graham Knaus, Executive Director
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814

Dear Mr. Knaus,

State Subventions for Fiscal Year 2025-26

Pursuant to subdivision (b) of Government Code section 7903, commencing with the 2021-22 fiscal year, county governments are required to include specified state subventions within their appropriations limits. Specifically, the attached spreadsheet identifies both the total dollar value of all these subventions (the "County Totals" tab) to be included within a county's appropriations limit for the 2025-26 fiscal year, as well as additional details regarding the dollar value attributable to each individual subvention (the "County Programs" tab). Column B of the "County Programs" tab provides specific statutory references to each subvention contained in subdivision (b) of Government Code section 7903.

The language contained in subdivision (b) of Government Code section 7903 requires each county to include the full value of these subventions within the county's appropriations limit for the 2021-22 fiscal year and each subsequent fiscal year. To the extent that any portion of the values identified for each county in the "County Totals" tab of the attached spreadsheet would cause a county to exceed its appropriations limit, subdivision (d) of Government Code section 7903 requires the county to identify the specific amount attributable to these subventions in excess of their limit and report that information to the Department of Finance. The excess amounts that cannot be included in the county's appropriations limit will instead be included within the state's appropriations limit pursuant to that subdivision.

To the extent the subvention amounts cause a county to exceed their limit in the 2025-26 fiscal year, the Department of Finance directs counties to report any amounts pursuant to subdivision (d) of Government Code section 7903 for the 2025-26 fiscal year to the department by November 1, 2026. Counties should report this information via email to the following staff: Susan.Wekanda@dof.ca.gov and Matthew.Westbrook@dof.ca.gov.

Finance respectfully request that you share this information with counties identified in the attachment to facilitate their compliance with the provisions of Government Code section 7903.

If you have any questions or need additional information regarding this matter, please contact Susan Wekanda, Principal Program Budget Analyst, at (916) 445-5332.

JOE STEPHENSHAW

Director

By:

A handwritten signature in blue ink, appearing to read "Erika Li". The signature is fluid and cursive, with the first name "Erika" being more prominent than the last name "Li".

ERIKA LI

Chief Deputy Director

Attachment

cc: Jacqueline Wong-Hernandez, California State Association of Counties
Jean Hurst, Hurst Brooks Espinosa, LLC

STATE APPROPRIATIONS LIMIT
State Subventions Pursuant to Government Code Section
7903
Allocations to Counties for Fiscal Year 2025-26
(Dollars in Millions)

County	Amount
Alameda County	\$302.8
Alpine County	3.6
Amador County	11.8
Butte County	53.2
Calaveras County	10.8
Colusa County	8.6
Contra Costa County	217.0
Del Norte County	21.7
El Dorado County	30.9
Fresno County	236.9
Glenn County	11.3
Humboldt County	44.8
Imperial County	48.4
Inyo County	6.6
Kern County	191.3
Kings County	34.4
Lake County	18.0
Lassen County	9.3
Los Angeles County	2,311.0
Madera County	38.0
Marin County	53.1
Mariposa County	7.6
Mendocino County	26.7
Merced County	68.5
Modoc County	5.1
Mono County	5.6
Monterey County	111.1
Napa County	25.4
Nevada County	21.3
Orange County	530.8
Placer County	57.3
Plumas County	7.9
Riverside County	455.7

STATE APPROPRIATIONS LIMIT
State Subventions Pursuant to Government Code Section
7903
Allocations to Counties for Fiscal Year 2025-26
(Dollars in Millions)

County	Amount
Sacramento County	372.5
San Benito County	13.7
San Bernardino County	447.2
San Diego County	605.0
San Francisco County	277.4
San Joaquin County	154.5
San Luis Obispo County	74.7
San Mateo County	138.4
Santa Barbara County	106.9
Santa Clara County	381.4
Santa Cruz County	67.9
Shasta County	42.5
Sierra County	5.2
Siskiyou County	13.1
Solano County	88.3
Sonoma County	102.5
Stanislaus County	113.3
Sutter County	30.0
Tehama County	15.8
Trinity County	6.7
Tulare County	115.9
Tuolumne County	19.8
Ventura County	155.2
Yolo County	53.5
Yuba County	17.3
Total	\$8,405.2



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COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 2, 2025

Reference ID:
2025-615

2025-2026 Property Tax Rates Auditor-Controller ACTION REQUIRED

ITEM SUBMITTED BY

Amy Shepherd, Auditor/Controller

ITEM PRESENTED BY

Amy Shepherd, Auditor/Controller

RECOMMENDED ACTION:

Adopt Resolution No. 2025-31, titled, "A Resolution of the Board of Supervisors of the County of Inyo, California Adopting Tax Rates for Fiscal Year 2025-2026, Pursuant to California Government Code Section 29100," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Each fiscal year the Auditor-Controller's Office calculates the appropriate tax rate necessary to collect the amount needed for debt service for that year. This is accomplished through use of assessed valuation reports from the Assessor's Office and the State Board of Equalization in conjunction with fund balances available and debt repayment schedules. The tax rates, as calculated by the Auditor-Controller's Office, include the countywide rate of 1.000000%, are on the attached resolution.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011900
Budgeted?	Yes	Object Code	Various
Recurrence	One-Time Expenditure / Ongoing Expenditure		N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

The General Fund Property Tax revenue from secured taxes is expected to be \$17,300,000 for FY 2025-2026 and is necessary to carry out a variety of public services provided by the County, various Special Districts, and schools.

Future Fiscal Year Impacts

Additional Information

As stated above, Inyo County, as well as the affected special districts, derives a significant amount of discretionary revenue from property taxes

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

If your Board did not adopt the tax rates, the tax proceeds for the County would be \$0 for the current Fiscal Year. The estimated amount for FY 2025-2026 general fund revenue secured taxes totals \$17,300,000. To not adopt the rates will have a significant negative fiscal impact on many agencies, departments, programs, and special districts.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

This item supports numerous County Strategic Priorities.

APPROVALS:

Amy Shepherd	Created/Initiated - 08/20/2025
Darcy Israel	Approved - 08/20/2025
Amy Shepherd	Approved - 08/26/2025
John Vallejo	Approved - 08/26/2025
Amy Shepherd	Approved - 08/26/2025
Nate Greenberg	Final Approval - 08/26/2025

ATTACHMENTS:

1. Tax Rate Resolution 2025

RESOLUTION 2025-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF INYO, CALIFORNIA
ADOPTING TAX RATES FOR FISCAL YEAR 2025-2026
PURSUANT TO GOVERNMENT CODE SECTION 29100

WHEREAS Section 29100 of the California Government Code requires that the Board of Supervisors adopt rates of taxes on the secured roll not to exceed the 1-percent limitation specified in Article XIII A of the Constitution of the State of California and Sections 93 and 100 of the Revenue and Taxation Code of the State of California; and

WHEREAS, the Auditor-Controller has caused to be calculated the amount of tax needed to be raised to support the annual debt requirements of voter-approved indebtedness after due allowance for delinquency and other matters, as specified in Government Code Section 29100.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors does hereby adopt the tax rates on the Secured Property Tax Roll for the fiscal year 2025-2026 as follows:

County Wide	1.00000000%
Big Pine Unified School District - 2005 Debt	0.04207650%
Bishop Elementary – 2000 Debt and 2016 Refunding	0.01582800%
Bishop Unified – 2025 Series A	0.05188970%
Owens Valley Unified School District – 2014 Refunding	0.03920250%
Owens Valley Unified School District – 2025 Series 1	0.05328071%
Lone Pine Unified School District – 2025 Series 1	0.03535773%
Round Valley Elementary – 1999 Debt	0.01787181%
Northern Inyo Hospital District – 2005 & 2015 Refunding	0.07763345%
Unitary & Operating Non-Unitary	0.22409426%
Northern Inyo Hospital – Gann Limit Refund	(0.01581141) %

PASSED AND ADOPTED this _____ September 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Scott Marcellin, Chairperson
Inyo County Board of Supervisors

Attest: Nate Greenberg, Clerk of the Board

By: _____
Darcy Ellis, Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 2, 2025

Reference ID:
2025-598

Approval of Minutes from the August 19 Board of Supervisors Meeting

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of August 19, 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 - 08/20/2025
Darcy Israel	Final Approval - 08/21/2025

ATTACHMENTS:

1. Draft August 19, 2025 Minutes

MINUTES



County of Inyo Board of Supervisors

August 19, 2025

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:36 a.m., on August 19, 2025, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Scott Marcellin, presiding, Will Wadelton, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel. Attending remotely pursuant to California Government Code 54953(b)(1): Jeff Griffiths.

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 8:37 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with County's Labor Negotiators** – Pursuant to Government Code §54957.6 – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich; and No. 3 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Water Director.

Open Session

Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 10:04 a.m. with all Board members present.

Pledge of Allegiance

County Counsel Vallejo led the Pledge of Allegiance.

Report on Closed Session

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

Public Comment

The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley, Mason Voehl, and Trevor Warner. Supervisor Roeser asked that today's meeting be adjourned in memory of Dale Renfro, a retired, longtime member of the County Road Department team who recently passed.

County Department Reports

Clerk-Recorder and Registrar of Voters Danielle Sexton provided key updates on California's redistricting legislation, including Assembly Constitutional Amendment 8 (ACA 8), Assembly Bill 604 (AB 604), and Senate Bill 280 (SB 280), noting the statewide concerns from counties over costs and the need for the State to reimburse them. She explained that the State is preparing for a special statewide election on November 4, 2025, during which voters will decide whether to temporarily adopt a new congressional map.

Ag. Commissioner – Ag. Advisory Committee Appointments

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

Clerk of the Board – Approval of Minutes

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the minutes from the regular Board of Supervisors meeting of August 5, 2025. Motion carried unanimously.

*Planning Department –
Helix Environmental
Planning, Inc. and
Crystal Geyser Roxane
Contracts*

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

- 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.

Motion carried unanimously.

*Child Support –
FY 24-25 CSS Review*

The Board received a presentation from Child Support Services Director Amy Weurdig and Administrative Analyst Courtney Bos regarding the Eastern Sierra Child Support Program, which serves both Inyo and Mono counties. Weurdig noted that August is Child Support Awareness Month and provided an overview of services provided in Fiscal Year 2024- 2025.

*CAO-Information
Services –
Emergency Purchase*

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

- 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.

Motion carried unanimously.

*Health & Human
Services-Behavioral
Health –
FY 25-26 Mental
Health Plan Contract*

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

*Planning Department –
Zone Reclassification
Ord. #1321 & Reso.
No. 2025-26*

The Board received a presentation from Planning Director Cathreen Richards on Zone Reclassification (ZR) 2024-03/Big Pine Petroleum and General Plan Amendment (GPA) 2024-03/Big Pine Petroleum ("Projects").

Chairperson Marcellin opened the public hearing at 11:11 a.m. and asked if there were any members of the public who wished to provide comment. Public comment was received from a business partner of the property owner, and the Chairperson closed the hearing at 11:14 a.m.

Moved by Supervisor Roeser and seconded by Supervisor Orrill to waive the second reading and approve:

- A) Ordinance 1321 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;"
- B) Resolution 2025-26 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; and
- C) Make all required findings pertaining to both projects as listed in the staff report; and 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.
Motion carried unanimously.

***Public Works –
Federal Aviation
Administration Grants***

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

***Sheriff –
Automated License
Plate Reader System
Implementation***

Lieutenant Shane Scott provided a review of the Automated License Plate Reader (ALPR) policy.

Chairperson Marcellin asked if there was anyone from the public wishing to provide comment on the ALPR as required by California Civil Code 1798.90.55 and there was no one wishing to speak.

***CAO-Personnel –
PPOA Side Letter***

Moved by Supervisor Wadelton and seconded by Supervisor Roeser to approve the Side Letter between the Inyo County Probation Peace Officer Association and the County of Inyo, effective August 28, 2025. Motion carried unanimously.

Attendance Change

Supervisor Griffiths excused himself at 11:34 a.m. to attend another meeting.

Public Comment

Chairperson Marcellin asked for public comment related to items not calendared on the agenda and comment was received from Julie Fritcher.

***Board Member & Staff
Reports***

Supervisor Roeser said she participated in meetings of the Northern Inyo Airport Advisory Committee (NIAAC), the Rural County Representatives of California (RCRC), and the Emergency Medical Care Committee (EMCC). She thanked Treasurer-Tax Collector Christie Martindale, Auditor-Controller Amy Shepherd, Planning Director Cathreen Richards, and Clerk-Recorder Danielle Sexton for attending the Bishop Rural Fire Protection District Board meeting at her request. Additionally, she provided an update on the Wildlife Services Contract and announced this year's RCRC gift basket theme: Agriculture in Inyo County.

Supervisor Wadelton reported attending Inyo Mono Night Out in Mammoth, a celebration of life in Independence, and the Friends of the Mt. Whitney Fish Hatchery Annual Fundraiser Dinner. He shared tragic news of a fire at his home Sunday night and expressed deep gratitude to the Olancho-Cartago and Lone Pine volunteer fire departments, the 911 dispatcher who took his call, CalFire, Inyo County Sheriff's Department, California Highway Patrol, Southern Inyo Hospital Emergency Room staff, and the many friends and neighbors who offered a helping hand. Wadelton said he and his wife Amanda will be visiting Tecopa, Shoshone, and Charleston View this week for constituent meetings.

Supervisor Orrill said she attended the Laws Museum Board meeting, met with several County department heads, and attended the monthly California State Association of Counties (CSAC) Health and Human Services policy update meeting. She noted she will attend the Northern Inyo Hospital Board meeting tomorrow.

CAO Greenberg said he and the Budget Team continue to work on preparing the Budget Book for release by the end of the month and said he attended an Eastern Sierra Council of Governments (ESCOG) Agency Coordinators meeting and held internal meetings with staff.

Supervisor Marcellin said he attended the Probation Department's end-of-year youth program celebration and expressed appreciation for the department's dedication to local youth throughout the summer. He plans to attend the Local Transportation Commission (LTC) meeting tomorrow and reminded everyone about two upcoming farmers markets: the Bishop Tribe's Tuesday Night Market at the Cultural Center and the Eastern Sierra Farm Fresh Market at the Methodist Church on Thursday nights.

Adjournment

The Chairperson adjourned the meeting at 11:57 a.m. to 8:30 a.m. Tuesday, September 2, 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

September 2, 2025

Reference ID:
2025-596

California Department of Public Health, Women, Infants, and Children Division Agreement Health & Human Services ACTION REQUIRED

ITEM SUBMITTED BY

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

ITEM PRESENTED BY

RECOMMENDED ACTION:

Approve Contract No. 25-10176 between the County of Inyo and California Department of Public Health, Women, Infants, and Children (WIC) division for the provision of program implementation of the WIC Program in an amount not to exceed \$1,438,206 for the period of October 1, 2025 through September 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Health and Human Services Director to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This program provides administrative management and program implementation of Women, Infants, and Children services for Inyo County. This is a federally funded program administered by the California Department of Public Health, designed to provide supplemental nutritious foods to mothers during pregnancy and infants and young children during early growth and development. This program is part of a coordinated effort to protect the health of mothers and children through planned programs of nutrition education, periodic examinations, and preventative services. The contract is a three-year contract with the California Department of Public Health, although funding is federal dollars passed through the State from the United States Department of Agriculture (USDA).

FISCAL IMPACT:

Funding Source	Grant Funded	Budget Unit	641924/641925
Budgeted?	Yes	Object Code	4555
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

The annual allocation is \$479,402 for the period between October 1st, 2025 and September 30th, 2026.

Future Fiscal Year Impacts

\$958,804 for the period between October 1st, 2026 and September 30th, 2028.

Additional Information

This program is 100% federally funded through the State of California. This grant follows the federal fiscal year beginning October 1st and ending September 30th. These funds are budgeted across two County budgets each fiscal year - the 641924 County budget will include expenses and revenues from July 1st through September 30th and the 641925 county budget will include expenses and revenues from October 1st to June 30th. The funds are recognized in the WIC budgets in object code Federal Grants(4555). There are no \County General Funds used to support these programs.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this contract. This is not recommended because it would result in the discontinuation of the program, which provides supplemental nutrition to mothers and infants/young children, as well as nutrition education, lactation support, and other preventative services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Stephanie Tanksley	Created/Initiated - 08/12/2025
Darcy Israel	Approved - 08/12/2025
Anna Scott	Approved - 08/20/2025
Lyndsey Garrett	Approved - 08/21/2025
John Vallejo	Approved - 08/25/2025
Amy Shepherd	Approved - 08/26/2025
Nate Greenberg	Final Approval - 08/26/2025

ATTACHMENTS:

1. WIC Agreement
2. Agreement Exhibits

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-10176

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

October 1, 2025 or upon DGS approval, whichever is later

THROUGH END DATE

September 30, 2028

3. The maximum amount of this Agreement is:

\$ 1,438,206.00 One Million Four Hundred Thirty-Eight Thousand Two Hundred Six 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	19
Attachment I	Statement of Work, Services to be Performed	10
Exhibit B	Budget Detail and Payment Provisions	4
+ Attachment I -	Budget Detail	1
+ Attachment II -	Facility Costs	1
+ Exhibit C * -	General Terms and Conditions	GTC 02/2025
+ Exhibit D -	Special Terms and Conditions	18
+ Exhibit E -	Additional Provisions	7
+ Exhibit F -	Federal Terms and Conditions	8
+ Exhibit G -	Information Privacy and Security Requirements	12
+ Exhibit H -	Contractor's Release	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

County of Inyo

CONTRACTOR BUSINESS ADDRESS

1360 North Main Street

CITY

Bishop

STATE

CA

ZIP

93514

PRINTED NAME OF PERSON SIGNING

Anna Scott

TITLE

Director, Department of Health & Human Services

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-10176

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Errolben "MJ" Elepano

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A
Scope of Work

1. Service Overview

- A. The Contractor agrees to provide to the California Department of Public Health, Women, Infants and Children (CDPH/WIC) Division, the direct services at the local level described herein to operate the WIC Program. The Contractor agrees to comply with all fiscal, administrative, and operational requirements as outlined in Federal and State statutes, regulations, policies and procedures, and other communications from the CDPH/WIC Division.
- B. The CDPH/WIC Division administers Nutrition Services and Administration funds provided by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) for the operation of the WIC Program, which includes separate funding grants for the Breastfeeding Peer Counseling Program (BFPC), and the Farmers' Market Nutrition Program (FMNP) for the State of California. These USDA funded nutrition programs are discretionary, and each provides a specific service to women, infants and children who are low-income and at nutritional risk. The overall goal of the WIC Program is to improve the health status of eligible participants by providing nutritious foods to supplement diets, information on healthy eating, breastfeeding support, referrals to healthcare services, and other services that support the family.
- C. The purpose of this contract is to provide funds and expectations to Contractors, also referred to as subrecipients, to support the delivery of services, deliverables, and benefits of the WIC Program to eligible participants through qualified community agencies.
- D. The terms of this contract are derived from applicable Federal and State statutes, regulations, policies, and procedures as detailed in Exhibit E, Provision 1.
- E. The CDPH/WIC Division's Catalog of Federal Domestic Assistance (CFDA) Number is 10.557. The CDPH/WIC Division's CDFA Program Title is "Special Supplemental Nutrition Program for Women, Infants and Children".

2. Service Location

- A. Services shall be provided at authorized WIC Sites within each Contractor's service area, as listed in Exhibit B, Attachment II of this Agreement. The Contractor may serve participants who do not live in the service area, at the participant's request, for reasons related to participant convenience or necessity, such as a preference to attend a WIC Site near the participant's place of employment. The CDPH/WIC Division may modify an existing service area to reflect changing business needs and demographics through a formal contract amendment.
- B. The Contractor agrees to provide WIC Program services in the following service area to: Eligible California residents of Inyo County, including the cities of Big Pine, Bishop, Lone Pine, Olancho, Darwin, Tecopa, Death Valley, Shoshone, and Independence.

3. Service Hours

- A. Services shall be provided during the Contractor's normal business hours, in addition to extended hours of operation, to accommodate the needs of the applicants'/participants' schedules, in accordance with the WIC Policy and Procedure Manual (WPPM) 530-10.
- B. When business hours of operation change for WIC Sites, the Contractor shall submit notification to the CDPH/WIC Division Contract Manager in writing at least 30 calendar days in advance and make the necessary change in WIC Web Information System Exchange (WIC WISE).

Exhibit A
Scope of Work

4. Project Representatives

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

California Department of Public Health	County of Inyo
Pia Boling, Contract Manager Telephone: (279) 213-1395 E-mail: pia.boling@cdph.ca.gov	Anna Scott, Director, Inyo County Department of Health and Human Services Telephone: (760) 873-7868 E-mail: ascott@inocounty.us

B. Direct all inquiries to:

California Department of Public Health	County of Inyo
CDPH/WIC Division Attention: Pia Boling, Contract Manager Local Services Branch 3901 Lennane Drive Sacramento, CA 95834 Telephone: (279) 213-1395 E-mail: pia.boling@cdph.ca.gov	Attention: Sandra Salazar, Supervising Registered Dietitian Nutritionist, WIC Director 1360 North Main Street Bishop, CA 93514 Telephone: (760) 872-1869 E-mail: ssalazar@inyocounty.us

C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Federal ID #: 95-6005445
FISCAL ID #:
Contractor: County of Inyo
Attention: Melissa Best Baker
Address: P.O. Box Drawer H
Contract Number: 25-10176
Email: mbestbaker@inyocounty.us

D. 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 agreement but will require a new CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record form. The completed form must be submitted to the CDPH/WIC Division Contract Manager for processing.

5. Services to be Performed - Please see Exhibit A, Attachment I, Statement of Work, Services to be Performed.

6. Scope of Work Changes

A. Pursuant to Health and Safety Code section 38077(b)(2), changes and revisions to the Scope of Work contained in the agreement, utilizing the "**allowable cost payment system**", may be proposed by the Contractor in writing. All requested changes and revisions are subject to the approval of the CDPH/WIC Division. Failure to notify the CDPH/WIC Division of proposed revisions to the Scope of Work may result in an audit finding.

Exhibit A Scope of Work

- B. The CDPH/WIC Division will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within 30 calendar days of the date the request is received in the program. Should the CDPH/WIC Division fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request shall be deemed approved provided the changes or revisions do not conflict with state or federal statutes or regulations or federal guidance for the WIC Program.
- C. The CDPH/WIC Division may also request changes and revisions to the Scope of Work. The CDPH/WIC Division will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.
- D. No changes to the Scope of Work agreed to pursuant to this provision shall take effect until the cooperative agreements are amended in writing and the amendment is approved as required by law and this agreement.

7. Definitions

This list of definitions is for use with this Agreement:

- A. **Applicants** - Pregnant women, breastfeeding women, postpartum women, infants, and children who are applying to receive WIC benefits, and the breastfed infants of applicants who are breastfeeding women. Applicants include individuals who are currently participating in the WIC Program but are re-applying because their certification period is about to expire.
- B. **BFPC** means Breastfeeding Peer Counseling Program - The BFPC Program is based on the USDA's WIC Breastfeeding Model Components for Peer Counseling. The BFPC Program utilizes peers to encourage and support WIC mothers to breastfeed their infants via a mother-to-mother connection. The BFPC Program is an enhancement to the WIC Program breastfeeding services and support.
- C. **Breastfeeding Coordinator** - A designated Competent Professional Authority (CPA) that ensures breastfeeding is promoted and supported at the WIC local agency.
- D. **Care Plan** - An individualized nutrition education plan developed for each WIC participant to follow during participation in the WIC Program.
- E. **CDPH/ITSD** means California Department of Public Health, Information Technology Services Division.
- F. **CDPH/WIC Division** means California Department of Public Health, Women, Infants and Children Division.
- G. **Civil Rights Coordinator** - A designated individual responsible for the coordination of civil rights activities under Section 504 of the Rehabilitation Act of 1973 at the WIC local agency.
- H. **Contract Manager** - The CDPH/WIC Division staff assigned to monitor compliance with the terms of the Agreement and provide technical assistance on implementation of the contract and the WIC Policy and Procedure Manual (WPPM).
- I. **Contractor** - A local government or private, non-profit organization that provides WIC Program services according to the terms of this Agreement with the CDPH/WIC Division. A Contractor is also referred to as a WIC local agency. Per FNS guidance, they are also referred to as subrecipients.

Exhibit A
Scope of Work

- J. **CPA** means Competent Professional Authority - Per Federal Regulation 7 CFR 246.2, a CPA is an individual on the staff of the WIC local agency authorized to determine nutritional risk and prescribe supplemental foods. The following persons are the only persons the State agency may authorize to serve as a competent professional authority: Physicians, nutritionists (bachelor's or master's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition, or Home Economics with emphasis in Nutrition), dietitians, registered nurses, physician's assistants (certified by the National Committee on Certification of Physician's Assistants or certified by the State medical certifying authority), or State or local medically trained health officials.
- K. **Degreed Nutritionist (DN)** – A Degreed Nutritionist is an individual who possesses a bachelor's degree a nutrition-related field. The DN must work under the supervision of a Registered Dietitian and must meet both educational requirements and specific standards of competency. The DN role and requirements are included in WPPM 130-50. DN roles, tasks, and activities set forth in this Agreement may also be performed by a Masters Degreed Nutritionist (MDN) who possesses a master's degree in a nutrition-related field. The MDN role and requirements are included in WPPM 130-60.
- L. **Designee** - An individual who has been designated by the Contractor's Agency Director and is authorized to sign invoices, or the Report of Actual Expenditures (RAE) on behalf of the Contractor.
- M. **Dual Funded Positions** - Positions which are funded using Nutrition Services and Administration (NSA) funds and funding from another source.
- N. **EBT** means Electronic Benefit Transfer - A method that permits electronic access to WIC food benefits using a card or other access device approved by the Secretary of USDA.
- O. **FFY** means Federal Fiscal Year (October 1 through September 30).
- P. **FMNP** means Farmers' Market Nutrition Program - A USDA program established to provide locally grown fresh fruits and vegetables through farmers' markets to WIC participants. Farmers are authorized and trained by the CDPH/WIC Division to accept FMNP benefits (separate from other WIC food benefits) that are distributed to WIC participants by the Contractor.
- Q. **FMNP Local Agency Coordinator** - A designated WIC local agency employee responsible for overseeing all FMNP functions and ensuring FMNP administrative procedures are followed, including benefit accountability, security and integrity, and staff training.
- R. **FNS** means Food and Nutrition Service - The agency within USDA that administers the WIC Program.
- S. **Food Benefits** - A benefit issued to WIC participants for the purchase of WIC supplemental foods at authorized WIC vendors.
- T. **International Board-Certified Lactation Consultant (IBCLC)** – An IBCLC is a breastfeeding expert who has met the education and experience requirements needed to take and pass the IBCLC exam and maintain certification. In the WIC setting, the IBCLC typically provides breastfeeding education and supervision to WIC staff and supports participants with breastfeeding challenges.

Exhibit A
Scope of Work

- U. **IT POC** means Information Technology Point of Contact - A designated individual responsible for communications with the CDPH/WIC Division on technology-related implementation and support initiatives.
- V. **LVL** means Local Vendor Liaison - A designated WIC local agency employee responsible for establishing and maintaining a working relationship with a set number of WIC authorized vendors as assigned by the CDPH/WIC Division.
- W. **NSA** means Nutrition Services and Administration - NSA funds means the funding provided by USDA that supports WIC Program operations. NSA costs means those direct and indirect costs, exclusive of food costs, which State and local agencies determine to be necessary to support Program operations. NSA costs must be allowable under 7 CFR part 246.14(c), 2 CFR part 200, subpart E, and USDA implementing regulations, 2 CFR part 400 and part 415.
- X. **NSP** means Nutrition Services Plan - The NSP establishes statewide nutrition services priorities and focuses WIC local agency activities to improve participant health and nutrition outcomes. The NSP is federally mandated (7 CFR 246.11) and is further described in the WIC Nutrition Services Standards [<https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards>].
- Y. **Nutrition Consultant** - The CDPH/WIC Division staff assigned to provide ongoing WIC local agency support regarding program services, including quality nutrition services, and ongoing monitoring of program performance, quality assurance, and technical assistance.
- Z. **Nutrition Education Coordinator** - A designated WIC local agency Registered Dietitian that ensures nutrition education delivery is done in accordance with CDPH/WIC Division approved curriculum and messages and in keeping with the WIC participant's personal, cultural, and socioeconomic preferences.
- AA. **NVRA** means National Voter Registration Act - Congress enacted the National Voter Registration Act of 1993 to enhance voting opportunities for every American. The NVRA allows the Department of Justice to bring civil actions in federal court to enforce its requirements.
- BB. **NVRA Coordinator** - A designated WIC local agency employee responsible for implementing and ensuring compliance with the NVRA requirements at each of the WIC local agency sites.
- CC. **Outreach Coordinator** - A designated WIC local agency employee responsible for coordinating partnership development with health, community, and social services organizations to encourage referrals to the WIC program, conducting and tracking annual public outreach announcement and promoting WIC to eligible non-participants.
- DD. **Participants** - Pregnant women, breastfeeding women, postpartum women, infants, and children who are receiving supplemental foods or food instruments or cash-value vouchers under the Program, and the breastfed infants of participant breastfeeding women.
- EE. **PCE** means Participant-Centered Education - A strength-based approach that places the participant at the center of the education process. Rather than focusing only on participants' problems, risks, or unhealthy behaviors, this approach emphasizes participants' capabilities and strengths regarding their nutrition, health, and referral needs. In PCE, educators work collaboratively with participants to elicit and support their motivation to change, respecting them as the ones who ultimately decide if and when they will learn and/or make a change.

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- FF. **Quality Assurance (QA)** means a retrospective review process which evaluates whether or not a service fulfilled or met a set of requirements or criteria. QA evaluates the quality of services delivered and is an essential part of quality improvement activities.
- GG. **Quality Improvement (QI)** means a formal approach to performance analysis and systematic efforts to improve it. It involves the implementation of solutions to improve services and the monitoring of their effectiveness, with the goal of providing quality nutrition services and achieving optimal health outcomes for participants.
- HH. **RAE** means Report of Actual Expenditures - The Contractor's year-end financial report that is submitted to the CDPH/WIC Division at the end of each FFY for review and approval.
- II. **RBL** means Regional Breastfeeding Liaison - WIC local agency professional staff that are experts in breastfeeding and community collaboration. They are charged with narrowing the breastfeeding support gaps in the community between WIC, health care providers, hospitals, and other community partners that serve WIC families.
- JJ. **Registered Dietitian (RD)** - A registered dietitian is a food and nutrition expert who has met academic and professional requirements. The RD must possess and maintain the RD credential or the right to use the term "registered dietitian" as approved by the Commission on Dietetic Registration (CDR) of the Academy of Nutrition and Dietetics (AND). The RD role is defined in WPPM 130-10.
- KK. **Service Area** - The non-exclusive geographical area covered by the Contractor, which may be listed as County, City, and/or Zip Code.
- LL. **State Committee** - A group of WIC local agency and CDPH/WIC Division staff that support various statewide projects related to Nutrition Education, Training, Breastfeeding, Outreach, Data Users, WIC WISE, and other WIC activities. CDPH/WIC Division staff facilitate meetings and tasks associated with statewide projects and Local Agency members provide input, testing, and review. Committee members are chosen via a formal application process; the local agency is provided funding for participation.
- MM. **Staff Training Coordinator** - A designated WIC local agency Registered Dietitian (RD), Degreed Nutritionist (DN), or Masters Degreed Nutritionist (MDN) that ensures staff training is planned, completed, and documented within designated timeframes. The Staff Training Coordinator shall follow all guidance provided within the WPPM, Nutrition Services Plan (NSP), and WIC WINs regarding staff training requirements.
- NN. **ULO** means Unliquidated Obligations - ULO is a commitment to purchase tangible goods and/or services that have not yet been paid but were approved for purchase by the CDPH/WIC Division.
- OO. **USDA** means United States Department of Agriculture - The Federal agency that funds and implements the WIC Program throughout the United States.
- PP. **WIC Site** - A CDPH/WIC Division approved location where WIC business is conducted by the Contractor. Types of WIC Sites include WIC Office (provides direct participant services), WIC and Administrative Office (provides direct participant services and administrative services), Administrative Only, Call Center, and Warehouse/Storage locations.

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- QQ. **WIC Director** - The manager designated by the Local Agency's parent agency who is responsible for the day-to-day WIC Program's operations.
- RR. **WIC Program** means the Special Supplemental Nutrition Program for Women, Infants, and Children - A federal assistance program administered by USDA's Food and Nutrition Service (FNS) that provides supplemental foods, nutrition education, and referrals to other health-related and public assistance programs to low-income pregnant women, breastfeeding women, postpartum women, infants, and children under the age of five.
- SS. **WIC WISE** means WIC Web Information System Exchange - A computerized information processing system that provides an organization with information and tools to organize, evaluate, and efficiently manage its business activities, and to provide support for making operational, tactical, and strategic decisions.
- TT. **WNA** means WIC Nutrition Assistant - A paraprofessional who has completed the WIC Nutrition Assistant Certification program to qualify as a CPA and who provides WIC services to participants under the supervision of a Registered Dietitian.
- UU. **WPPM** means the WIC Policy and Procedure Manual.

8. Contractor Responsibilities - Administrative Contract Requirements

1) Caseload Management and Performance Standard

- a) The Contractor's participant monthly caseload is listed below. The Contractor shall meet the performance standard by serving one hundred percent (100%) of the authorized caseload.
1. Year 1 participant monthly caseload: 230
 2. Year 2 participant monthly caseload: 230
 3. Year 3 participant monthly caseload: 230

2) Program Monitoring Visits

The CDPH/WIC Division shall conduct program monitoring visits to ensure that the Contractor is complying with applicable requirements, including but not limited to requirements for program operations, program management, and fiscal management procedures. Monitoring visits shall be performed at least once every two (2) years and may be on-site, virtual, or a combination. The Contractor shall comply with all requirements of the program monitoring process. If it is determined that the Contractor is out of compliance during the program monitoring visit, the Contractor may be subject to more frequent program monitoring, a corrective action plan, recovery of funds, and/or disqualification.

3) Quality Assurance and Quality Improvement

The Contractor shall maintain an internal Quality Assurance (QA) Plan (per WPPM 100-01) and continuously review and evaluate the program services provided. Deficiencies identified during the QA process, via statewide performance measures, the annual NSP, or by CDPH/WIC Division monitoring visits, shall be included in the QA Plan and addressed through Quality Improvement (QI) activities. The improvement activities and monitoring shall follow traditional QI methods. For further information on QI, see Standard 16 in the current WIC Nutrition Services Standards [<https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards>].

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4) Staffing Standards

- a) The Contractor shall ensure appropriate staff, as detailed in Exhibit B, Attachment I, perform all tasks outlined in Exhibit A, Attachment I.
- b) The Contractor shall employ RDs for activities that support high-risk participants' nutrition needs and to oversee the development, implementation, and evaluation of the Nutrition Services Plan, the quality assurance plan and nutrition related staff training, education, and assessments. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will coordinate and provide nutrition services to participants and oversee staff training nutrition related areas in accordance with Exhibit A, Attachment I.
- c) WIC Director
The Contractor shall designate a WIC Director who meets the federal CPA qualifications. The WIC Director is responsible for the day-to-day operations of the WIC program and serves as the primary liaison to the CDPH/WIC Division. This position has supervisory and coordination responsibilities, including ensuring that the Contractor complies with all program, fiscal, administrative, and operational requirements, and services to be performed in accordance with Exhibit A, Attachment I. If the WIC Director is not an RD, then an RD must be on staff to meet program requirements. If there are barriers to meeting these staffing standards, the Contractor shall submit a written plan for approval to the CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will meet the program, fiscal, administrative and operational requirements, and services to be performed in accordance with Exhibit A, Attachment I.
- d) Nutrition Education Coordinator
The Contractor shall designate a RD to serve in the role of the Nutrition Education Coordinator. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.
- e) Breastfeeding Coordinator
The Contractor shall designate a CPA that meets WPPM 130-100 requirements, to serve in the role of the Breastfeeding Coordinator. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will promote breastfeeding in the community and support the provision of breastfeeding services to participants in accordance with Exhibit A, Attachment I.
- f) Local Vendor Liaison
The Contractor shall designate one or more staff to serve in the role of the LVL to be the point- of-contact to the CDPH/WIC Division for LVL related activities in accordance with Exhibit A, Attachment I, Task 6.
- g) National Voter Registration Act Coordinator
The Contractor shall designate one or more staff to serve in the role of the NVRA Coordinator to be responsible for ensuring compliance with NVRA and Senate Bill 35 at

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their WIC Sites. The NVRA Coordinator shall ensure all NVRA requirements are followed, as listed in WPPM 190-30, WPPM 700-06, and Secretary of State requirements for NVRA reporting agencies.

h) Outreach Coordinator

The Contractor shall designate one or more staff to serve in the role of the Outreach Coordinator to be responsible for ensuring compliance with the Annual Public Outreach Announcement (APOA) and ongoing outreach activities for the local agency. The Outreach Coordinator shall ensure all outreach, coordination with local health programs and services, and APOA requirements are followed, as listed in WPPM 700-01, WPPM 700-07, WPPM 700-08 and Exhibit A, Attachment I, Task 5.

i) Staff Training Coordinator

The Contractor shall designate a RD, DN, or MDN to serve in the role of the Staff Training Coordinator. If there are barriers to meeting this staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will coordinate and provide staff training in accordance with Exhibit A, Attachment I.

j) Civil Rights Coordinator (only applies if the Contractor has 15 or more employees)

The Contractor shall designate a staff person as the individual responsible for the coordination of civil rights activities under Section 504 of the Rehabilitation Act of 1973. This may be the same individual responsible within the broader local government or private, non-profit organization, not solely the WIC program at the WIC local agency, as described in WPPM 510-30.

k) Farmers' Market Nutrition Program Local Agency Coordinator (only applies if the Contractor receives funds for this project).

The Contractor shall designate one or more staff to serve in the role of the FMNP Local Agency Coordinator to be the point-of-contact to the CDPH/WIC Division FMNP Coordinator for FMNP related activities in accordance with Exhibit A, Attachment I, Task 8. The FMNP Local Agency Coordinator shall ensure all FMNP administrative requirements are followed, as listed in the WPPM 800-series.

l) Dietetic Internship Program (only applies if the Contractor receives funds for this project)

The Contractor shall ensure and maintain an Academy of Nutrition and Dietetics (AND) accredited WIC Dietetic Internship (DI) program pursuant to guidelines established by the CDPH/WIC Division and the Accreditation Standards as set forth by the Accreditation Council for Education in Nutrition and Dietetics (ACEND). Funding of project is contingent on meeting CDPH/WIC Division guidelines and ACEND performance outcome standards.

The Contractor shall evaluate the eligibility of WIC employees and provide guidance to improve qualifications for the internship. Qualified WIC employee applicants seeking Community Nutrition focus shall be given priority in the candidate selection process. Non-WIC employee applicants seeking Community Nutrition focus may be selected based on established WIC criteria for positions not filled by WIC employees.

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The Contractor shall work with WIC dietetic interns and graduates to pass the mandatory registration examination for dietitians (RDN Exam) and meet ACEND performance standards.

The Contractor shall work with other internship directors, the CDPH/WIC Division's Dietetic Internship Coordinator, and state representatives to develop and implement strategies to sustain WIC DI programs, maintain the number of funded intern positions, increase the number of qualified and culturally diverse applicants that reflect the demographics and diversity of the community, develop and implement ongoing program evaluation and improvement at least once per quarter, address program challenges or barriers, and acknowledge program accomplishments.

The Contractor shall participate in outreach activities to ensure potentially qualified employees, and their local agencies have the awareness, information, and resources needed to apply to the internships. At least one (1) annual outreach announcement to WIC local agencies statewide per calendar year shall be completed. Outreach shall aim to develop statewide partnerships and collaboration with local agencies, dietetic education programs, universities, and professional organizations to increase recruitment. The Contractor shall provide a point of contact, or designee, with applicant recruitment advertisements for distribution within the WIC community statewide (i.e., letter and/or WIC website).

The Contractor shall provide bi-annual status reports and information to the CDPH/WIC Division Dietetic Internship Coordinator including, but not limited to the following:

1. Any program changes including those requiring a substantive change request to ACEND.
2. ACEND communications regarding accreditation status and notifications.
3. Program outcomes or achievements.
4. Program costs and budget changes.
5. Intern RD exam pass rates and pass rate improvement plans.
6. Intern demographic, employment, and retention data.
7. Intern selection of WIC employees and non-WIC interns.

Dietetic internship funds are to be used for WIC employee/intern expenses including for direct intern expenses (tuition and fees), conferences, trainings, certifications, memberships, RDN exam review study program materials, and other expenses at the Contractor's discretion.

Tuition and fees for WIC employees/interns with at least six (6) months of work experience prior to acceptance into the dietetic internship shall be waived. Tuition may be reassessed at the non- WIC rate for WIC employees/interns who have ended any required WIC employment during the internship at the Contractor's discretion.

Non-WIC employee/interns may be charged tuition at the Contractor's discretion. Tuition and fees are to be submitted to the CDPH/WIC Division Dietetic Internship Coordinator for review and approval prior to implementation. Itemized fees shall be submitted including direct intern expenses, approved conferences, and trainings, required certifications and memberships, RDN exam review study program materials, and other expenses at the

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Contractor's discretion.

- m) State Committee Membership (only applies if the Contractor receives funds for membership in one or more of the State Committees)

The Contractor shall ensure the staff member(s) accepted for membership on any of the CDPH/WIC State Committees will:

1. Participate in all scheduled committee meetings, whether in person or virtual.
2. Follow all CDPH/WIC Division written committee expectations specific to their assigned committee to include completing tasks as designated by CDPH/WIC Division staff between committee meetings.
3. Use committee funds only for committee work and travel (this may include personnel costs, travel, or training(s) related to committee work).

5) Professional Certifications

The Contractor shall ensure professional staff listed under "Staffing Standards" here within the Exhibit A, Scope of Work (SOW) and staff identified on Exhibit B, Attachment I, maintain any professional certifications and memberships required, which shall also include registration of certification/recertification as part of staffs' profession, relevant memberships to professional organizations, and subscriptions to professional and technical periodicals.

6) Program Materials

The Contractor shall use CDPH/WIC Division-approved administrative, program, nutrition education, breastfeeding, and outreach materials in accordance with Exhibit A, Attachment I. The Contractor shall request and receive approval from the CDPH/WIC Division Contract Manager and Nutrition Consultant prior to purchasing, using, or developing other materials for the WIC Program.

7) Staff Training Requirements

- a) The Contractor shall provide to their staff a comprehensive orientation to the WIC Program, initial and in-depth training, as well as on-going professional and program training to ensure that all of the Contractor's staff has the knowledge and skills necessary to perform their duties.
- b) The Contractor shall provide all mandatory trainings in accordance with WPPM 190-00.
- c) The Contractor is responsible for assessing staff competency and ensuring training appropriate to the position and duties is received on an ongoing basis.
- d) The Contractor shall meet the staff training requirements by any of the following options: online trainings; in-service trainings; staff meetings; and attending CDPH/WIC Division approved conferences, trainings, and/or meetings at locations to be determined.

8) Travel

The Contractor's staff shall be allowed to travel to attend trainings and conferences, attend committee meetings, provide services at WIC Sites, and provide community outreach activities. The Contractor shall request prior approval from the CDPH/WIC Division Contract Manager for all Out of State Travel, training, and/or conferences not previously approved by the CDPH/WIC Division.

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9) Data Collection

- a) The Contractor shall exclusively use the data collection system(s) and platform(s), including WIC WISE, provided or approved by the CDPH/WIC Division. No CDPH PCI shall be stored in any other data collection systems or platforms.
- b) The Contractor's data collection processes and use of the data collection system(s) and platform(s) provided or approved by CDPH/WIC Division shall comply with applicable federal and state law, mandatory federal guidance and directives, and Exhibit G to this Agreement.
- c) The Contractor shall comply with all data collection, entry, and reporting requirements, including data on nutrition assessment and certification, nutrition education, food benefits and issuance, breastfeeding promotion and support, outreach, the NSP, WIC vendor support, Farmers' Market Nutrition Program (if applicable), and Breastfeeding Peer Counseling Program (if applicable).

10) Nutrition Services Plan

The Contractor shall complete, submit, and implement an annual NSP Work Plan and accompanying documents that are consistent with CDPH/WIC Division established NSP goals and objectives. The NSP will be reviewed and approved by the assigned CDPH/WIC Division Nutrition Consultant. An NSP End of Year Report shall be submitted to document successful completion of the NSP.

11) WIC Site Changes

- a) The Contractor shall remain open and continue providing WIC services at all of the approved WIC Sites, unless prior written approval to relocate or close a WIC Site has been provided by the CDPH/WIC Division.
- b) The Contractor may not provide WIC services at any location other than CDPH/WIC Division approved sites. The Contractor may not create temporary sites, and/or outreach, certification/recertification, or education sites without prior written approval from the CDPH/WIC Division.
- c) The CDPH/WIC Division and the Contractor may modify the authorized WIC Sites, as listed in Exhibit B, Attachment II of this Agreement, as part of the formal amendment cycle. The Contractor must receive written approval from the CDPH/WIC Division prior to entering into any contractual agreement for new or relocated WIC Sites, and before closing WIC Sites. For new or relocated WIC Sites, the Contractor shall submit a WIC Site Request packet to the CDPH/WIC Division Contract Manager and Nutrition Consultant for review and approval at least 45 days prior to the proposed date the WIC Site would open for business.
- d) The Contractor shall be responsible for any liabilities and costs incurred from entering into any contractual agreement for a WIC Site that is not approved by the CDPH/WIC Division; the Contractor must not use WIC funds to cover these unapproved costs.
- e) Based on unmet needs data and/or other verifiable data, the CDPH/WIC Division may determine that additional WIC Sites need to be opened to serve an unmet need in a specific service area. The CDPH/WIC Division will first work with the existing Contractors already providing services in the identified service area to ensure uninterrupted participant access to services. The CDPH/WIC Division may release a Request for Application (RFA) to solicit potential Contractors to open additional WIC Sites based on CDPH/WIC Division

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service site location needs. If the CDPH/WIC Division determines that a WIC Site needs to be closed, the CDPH/WIC Division will work with the Contractor to close the WIC Site, address participant access needs, and amend the contract accordingly.

- f) If the opening or closing of WIC Sites initiated by the CDPH/WIC Division will result in a caseload increase or decrease, appropriate funding changes may be made through a formal contract amendment.

12) Time Reporting Requirement

The Contractor shall make available all WIC time studies upon request of the CDPH/WIC Division.

- a) The Contractor shall complete a time study. Each time study shall cover a minimum of one (1) week per month, or one (1) month per quarter. All staff providing WIC services, who are paid with WIC funds, are to be included in the time study. The time study must accurately document time spent on the four (4) Federal WIC cost categories:
 - 1. General Administration
 - 2. Client Services
 - 3. Nutrition Education
 - 4. Breastfeeding
- b) The time studies shall be reported in accordance with Section 13 below as part of the RAE process.
- c) Continuous Time Reporting - Farmers' Market Nutrition Program (if applicable)
The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports, or modified continuous time reports, for all staff performing FMNP related duties as outlined in Exhibit A, Attachment I, Task 8.
- d) Continuous Time Reporting - Breastfeeding Peer Counseling Program (if applicable)
The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual funded positions performing BFPC-related duties as outlined in Exhibit A, Attachment I, Task 9.

13) Report of Actual Expenditures Requirement

- a) The Contractor shall submit a completed copy of the Report of Actual Expenditures (RAE) packet no later than December 15th, following the end of each FFY of this Agreement, using the RAE Workbook provided by the CDPH/WIC Division.
- b) The RAE Worksheet shall be signed by the Contractor's preparer of the RAE packet, and the Agency Director or authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the RAE packet.
- c) The RAE packet shall not be submitted until the final invoice for the FFY has been approved and all obligations have been liquidated. The Contractor shall refer to the Exhibit

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B, Budget Detail and Payment Provisions, Provision 9.H.1 and 9.H.2 for more details.

- d) The RAE Worksheet shall be clearly marked "All Obligations Liquidated", indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding for the corresponding FFY.
- e) The Contractor shall submit the following with the RAE packet:
 - 1. The Expenditure Worksheet
 - 2. The NSA Operating Expenses Worksheet
 - 3. The Agency Time Sheet Summary
 - 4. The RAE Worksheet (signed)
- f) In the event of early termination of this Agreement, the RAE packet shall be submitted no later than 60 days after the termination date.

14) Nutrition Education Minimum Expenditure

- a) The Contractor shall meet the nutrition education expenditure requirement of spending a minimum of one sixth ($\frac{1}{6}$) - approximately eighteen percent (18%) - of the Contractor's NSA funds on Nutrition Education Services. Time studies may be used as part of the verification for this expenditure.
- b) The CDPH/WIC Division may recover up to eighteen percent (18%) of the annual NSA funds for a budget period of this Agreement if the Contractor fails to spend, document, or report the required minimum of one sixth ($\frac{1}{6}$) - approximately eighteen percent (18%) - minimum expenditures for each budget period of this Agreement in accordance with Exhibit A, Attachment I, Task 2.

15) Breastfeeding Promotion and Support Minimum Expenditure

- a) The Contractor shall meet the breastfeeding promotion and support minimum expenditure dollar amount requirement of NSA funding per pregnant and/or breastfeeding participants on breastfeeding promotion activities. This figure will be updated annually based on the USDA's minimum expenditure requirements published each year. The Contractor will be notified by the CDPH/WIC Division when the amount is released. Time studies may be used as part of the verification for this expenditure.
- b) The CDPH/WIC Division may recover the minimum expenditure if the Contractor fails to spend, document, or report the breastfeeding promotion and support minimum expenditure requirement per pregnant and/or breastfeeding participants in accordance with Exhibit A, Attachment I, Task 4.

16) Subcontract Requirements

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to executing a subcontract exceeding \$5,000 in accordance with requirements specified in Exhibit D, Provision 3.
- b) The Contractor shall obtain and submit at least three (3) bids or justify a non-competitive bid award.

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17) Procurement Requirements

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to any purchase exceeding \$5,000 in accordance with requirements specified in Exhibit D, Provision 1.
- b) The Contractor shall obtain and submit at least three (3) bids or justify a non-competitive bid award.

18) Inventory and Management of State Property Requirements

The Contractor shall follow the requirements regarding the reporting, tagging, annual inventorying, and proper disposal of all equipment (including technology equipment and software) and/or property that is furnished by the CDPH/WIC Division or purchased/reimbursed with funds provided through this Agreement, as specified in Exhibit D, Provision 2, and WPPM 1000-10, Inventory and Management of State Property.

19) Motor Vehicles and Vehicle Maintenance

- a) The Contractor may purchase and operate motor vehicle(s) to perform the services of this Agreement with CDPH/WIC Division approval. All CDPH/WIC Division owned motor vehicle(s) purchased with WIC funds may be used for travel as listed under "Travel" here within the Exhibit A, SOW, and also for transportation of supplies needed for WIC Program operations.
- b) The Contractor shall follow the requirements detailed in Exhibit D, Provision 2.g. regarding the purchase and use of Motor Vehicle(s). The Contractor shall follow the proper procedures to register the vehicle as follows:
 - 1. Legal Owner is the California Department of Public Health
 - 2. Registered Owner is the Contractor's Legal Name
- c) The Contractor shall obtain and submit a copy of the required insurance documents as detailed in Exhibit E, Provision 2.
- d) The Contractor shall ensure a travel log is completed on all state-owned vehicles and shall make travel logs available upon request.
- e) The Contractor is responsible for vehicle maintenance. Prior approval must be obtained for any vehicle maintenance exceeding \$5,000. The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award and submit the request to the CDPH/WIC Division Contract Manager.

20) Information Technology and System Support Services

- a) The Contractor shall identify and maintain a current Information Technology Point of Contact (IT POC) that shall communicate with the CDPH/WIC Division and CDPH/ITSD on technology- related implementation and support initiatives. The IT POC will serve as the primary liaison for all IT-related matters, including but not limited to system upgrades, security compliance, incident management, troubleshooting, and implementation of new technologies. The Contractor shall provide the phone number(s) and email(s) for which the IT POC can be reached. The Contractor shall notify the CDPH/WIC Division Contract Manager and Nutrition Consultant whenever there is a change in the IT POC within 7 business days.

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- b) Where delegated system administration functions and responsibilities apply, the Contractor shall designate a WIC Local Agency User Account Maintenance role to a minimum of two (2) staff who shall monitor, review, create, and maintain correct access rights to WIC WISE for their WIC local agency staff on a monthly basis. The scope shall include terminating or updating system access rights for staff according to their roles and responsibilities or employment status. If the Contractor does not have staff already designated to this role, the Contractor must promptly notify the CDPH/WIC Division Contract Manager and Nutrition Consultant. Refer to WPPM 140- 20 for more information.
- c) The Contractor shall ensure that all users have read and signed the CDPH/WIC Employee Security Affidavit agreement form as required per WPPM 140-20.
- d) The Contractor IT POC shall actively participate in WIC technology user workgroups required by the CDPH/WIC Division or CDPH/ITSD.
- e) The Contractor shall obtain local information technology support services and infrastructure to maintain an appropriate network.
- f) The Contractor is responsible for the implementation and ongoing support of its Wide Area Network (WAN) infrastructure and for the devices within that network. The Contractor is responsible for the telecommunications, virtual and physical hardware and software compliance standards, protection of electronic data, security and storage compliance best practices, and maintenance and operations on the local side of the network.
- g) The Contractor shall have an entry point to their local network for CDPH/WIC Division access; this entry point is called a Point of Presence (POP).
 - 1. The contractor shall ensure that only authorized personnel have access to the POP. Access control measures shall include periodic access reviews.
- h) The Contractor shall obtain local information technology personnel support services and infrastructure to fulfill the following responsibilities:
 - 1. Provide technical support consistent with a Transmission Control Protocol/Internet Protocol (TCP/IP) technical environment.
 - 2. Allow workstations and other WIC devices to communicate through an Access Control List (ACL) via TCP/IP through the California Department of Technology (CDT), California Government Enterprise Network (CGEN) router to access WIC resources on the WAN.
 - 3. Allow EBT related peripheral devices such as magnetic card readers, signature pads, pin pads, scanners, and other WIC devices to be able to receive TCP/IP communication through the CGEN router and the WAN.
- i) The Contractor shall support implementation and maintenance of WIC technology activities:
 - 1. Implement infrastructure and devices needed to perform WIC Program business in accordance with the CDPH/WIC Division or CDPH/ITSD minimum hardware standards.
 - 2. Maintain workstations, EBT related peripheral devices, printers, and TCP/IP equipment, from the WAN infrastructure or any other end user TCP/IP device, so WIC Program business can be performed.
 - 3. Ensure that the acquired technology hardware and software meets CDPH/WIC Division

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or CDPH/ITSD minimum specification requirements and standards for computers, peripheral devices, browsers, software tools, Artificial Intelligence, etc.

- j) The Contractor shall provide TCP/IP network troubleshooting and timely support for WIC site operations:
 - 1. Isolate TCP/IP communication problems in a timely manner so WIC Program business can be performed.
 - 2. Provide information to the CDPH/WIC Division/State of California Information Technology staff when trying to determine if TCP/IP communication problems are local or within the State network.
- k) The Contractor shall provide maintenance and support for hardware/software used in WIC Program operations:
 - 1. Install, maintain, and configure the operation systems, device drivers, and applications software used by staff for performing WIC Program operations.
 - 2. The Contractor shall ensure that all software and hardware in use are within the manufacturer's support lifecycle and receive regular updates and security patches.
 - 3. If software or hardware is not performing as expected, contact the WIC WISE Service Desk for resolution.
 - 4. If any software or hardware reaches its end-of-support (EOS) or end-of-life (EOL) status, the Contractor shall upgrade or release it with a supported version within 120 days of the EOS/EOL announcement, unless otherwise specified by the CDPH/WIC Division or CDPH/ITSD.
- l) The Contractor shall ensure proper security of local network systems and WIC data:
 - 1. Ensure that all devices in the WIC local agency's network are protected from unauthorized access, hackers, malware, viruses, and other security threats. This protection should be achieved through the use of antivirus protection software, appropriate hardware, restrictions of TCP/IP communications, along with any other necessary tools that may be needed to protect WIC Program devices on the network.
 - 2. When data traverses' wireless networks and/or the Internet, communications shall be protected with a minimum of 256-bit encryption through an encryption network.

The Contractor is responsible for identifying, investigating and responding to any known or potential software, system or network security vulnerabilities that may affect the WIC systems accessed via the agency's network. Upon request from CDPH, the Contractor must report to the CDPH/WIC Division, CDPH/ITSD, and WIC WISE Service Desk any identified security risks vulnerabilities, including the steps taken for mitigation and remediation. This report should include the names and version of any vulnerable software or systems both before and after the resolution of the security issues.
- m) The Contractor shall follow the Information Privacy and Security Requirements as detailed in Exhibit G.
- n) The Contractor shall comply with the WIC WISE requirements as detailed in the WPPM.

Exhibit A
Scope of Work

21) Implementation of Technology Projects

The CDPH/WIC Division will periodically require the Contractor to implement technology projects or systems such as electronic inventory, auto dialer, video conferencing, updating WIC WISE, and ongoing maintenance of technology projects, systems, or platforms provided or approved by the CDPH/WIC Division. The Contractor shall actively support the implementation of information technology projects required by the CDPH/WIC Division by following the instructions and adhering to the timelines provided by the CDPH/WIC Division. The instructions may include requirements to use CDPH/WIC NSA funds to purchase specific equipment, train staff, or implement a new technology project within the implementation timeframe provided. As part of the implementation of technology projects, the Contractor shall comply with requirements from the CDPH/WIC Division or CDPH/ITSD, including but not limited to security standards, preparation of new technology landscape, AI compliance, and technical training as needed.

22) Emergency and Disaster Planning

- a) If the Contractor experiences an emergency, the Contractor shall notify the CDPH/WIC Division within twenty-four (24) hours. The Contractor shall work collaboratively and cooperatively with appropriate CDPH/WIC Division and local agency(ies) staff, local assistance centers, and community response teams to certify applicants and to ensure WIC services are delivered to eligible participants.
- b) The Contractor is required to maintain an emergency and disaster plan and follow the procedure and coordination requirements.

23) Translation Review Services – Education Materials (only applies if the Contractor receives funds for this project)

The Contractor shall designate one (1) or more staff to review translation of CDPH/WIC Division developed education materials for accuracy and literacy level. Requests to the Contractor will include timeframes with specific delivery dates expected for completion of the translation review services.

24) Breastfeeding Peer Counselor Database (PCDB) (only applies if the Contractor receives funds for this project)

The following only applies to Public Health Foundation Enterprises, Inc. dba Heluna Health (PHFE), which is the WIC local agency that hosts the web-based Breastfeeding Peer Counselor Database (PCDB). PHFE is responsible for maintaining the PCDB for California WIC local agencies authorized to use the system. Maintenance of the system does not include additional program development or functionality.

- a) Responsibilities of PHFE includes, but are not limited to:
 - 1. Ensuring users complete and submit a PHFE-WIC Peer Counselor Database Employee Security Affidavit form before a PCDB user account is established.
 - 2. Ensuring local agencies can access their own agency reports and documentation.
 - 3. Maintaining a secure, interactive automated educational text messaging function.
 - 4. Providing “User Training” to agencies that use the PCDB and text messaging function, and answering daily questions sent to the PCDB support inbox.
 - 5. Assisting the CDPH/WIC Division with PCDB data extraction and conversion activities

Exhibit A
Scope of Work

related to the transfer of historical PCDB data to WIC WISE.

- b) For “CDPH PCI” in the PCDB, as defined in Exhibit G to this Agreement (Information Privacy and Security Requirements for CDPH/WIC Contracts), PHFE is bound to the requirements, terms, and conditions specified in Exhibit G.
- c) PHFE may export its own agency data out of the PCDB for additional analytical purposes, such as program evaluation. If PHFE wishes to use PHFE agency data from the PCDB for research, PHFE must follow the research request process set out in Exhibit E, Provision 5. At no time will PHFE use data from any other WIC local agency for research, analytical, or any other purposes.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 1: Nutrition Assessment and Certification:

Objective: The Contractor shall, on an ongoing basis, determine eligibility, certify/enroll individuals, and provide Woman, Infants and Children (WIC) Program benefits.

Activities to Support the Objective
<p>Activity 1: Assess that applicants meet eligibility criteria:</p> <ol style="list-style-type: none">1. Categorical.2. Residential.3. Financial; and4. Nutritional risk. <p>If applicants meet these four criteria, certify eligible applicants and document ineligible.</p> <p>Activity 2: Conduct a complete nutrition assessment to include anthropometric/biochemical, health history, and diet information for each applicant.</p> <p>Activity 3: Conduct required screenings, provide and document social service and health referrals, as appropriate.</p> <p>Activity 4: Accurately prescribe food benefits based on category, preferences and individual nutritional need.</p> <p>Activity 5: Document a Care Plan in WIC WISE.</p> <p>Activity 6: Maintain and adhere to procedures for fraud prevention including Separation of Duties (SOD).</p>
Deliverables
<ol style="list-style-type: none">A. Eligible applicants/participants are certified and provided appropriate WIC benefits.B. Nutrition assessments, including required screenings, are completed on all eligible WIC applicants/participants.C. Food benefits are prescribed accurately to all WIC applicants/participants.D. Appropriate referrals are provided to all WIC applicants/participants.E. All information on certified participants is accurately documented in WIC WISE. Each participant shall have an appropriately documented Care Plan, which includes a goal at each certification and recertification.F. Ineligible applicants are provided appropriate forms to notify them of ineligibility and referrals if needed.G. Appropriate SOD procedures are implemented during certifications and recertifications.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 2: Nutrition Education:

Objective: The Contractor shall, on an ongoing basis, provide Participant-Centered nutrition education to all WIC participants.

Activities to Support the Objective
<p>Activity 1: Provide and document appropriate, evidenced-based, Participant-Centered Education (PCE) that is based on nutritional risks identified as part of the nutrition assessment and/or participant concerns. Nutrition education contacts should be evidence-based, interactive, and Participant-Centered. Nutrition education messages should promote positive behavior changes and not be risk-based (e.g. risks of formula).</p> <p>Activity 2: Offer and document the minimum number of required nutrition education contacts per the participant's category and certification period.</p> <p>Activity 3: Provide high-risk counseling by a Registered Dietitian (RD) and/or a Degreed Nutritionist (DN) to participants who meet the high-risk criteria based on the participant's nutrition assessment.</p> <p>Activity 4: Utilize the CDPH/WIC Division materials, both printed and electronic, to ensure that consistent, evidence-based nutrition messages are provided to participants in individual counseling sessions and group education. Refer to Exhibit A, Scope of Work (SOW), Provision 8.6.</p>
Deliverables
<p>A. Participants are provided initial and secondary nutrition education at the frequency required based on their Care Plan, their participant category, their interests/concerns, and any subsequent nutrition assessments.</p> <p>B. Document all participant nutrition education contacts in WIC WISE.</p> <p>C. Submit local agency developed Nutrition Education Contacts (NECs) for approval with the annual Nutrition Services Plan.</p> <p>D. Refer to Exhibit A, SOW, Provision 8.14.</p>

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 3: Food Benefits and Issuance:

Objective: The Contractor shall, on an ongoing basis, issue food benefits to all WIC participants using WIC WISE.

Activities to Support the Objective
Activity 1: Instruct each participant on the selection of authorized foods, quantities, and on the correct use of WIC food benefits at authorized vendors.
Activity 2: Maintain and adhere to procedures for ensuring food benefits security, including safe and secure transportation, receiving, handling, and storage of all card stock, peripheral devices, laptops and portable printers.
Deliverables
A. Food benefits are accurately issued.
B. Participant is able to demonstrate the ability to use the food benefits and select allowed foods and quantities.
C. The handling procedures for card stock, food benefits, peripheral devices, laptops and portable printers meet program security standards.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 4: Breastfeeding Promotion and Support:

Objective: The Contractor shall, on an ongoing basis, promote breastfeeding and provide breastfeeding support to all pregnant and postpartum participants.

Activities to Support the Objective
<p>Activity 1: The Contractor shall promote breastfeeding to all pregnant and postpartum participants unless medically contraindicated.</p> <p>Activity 2: Offer and document evidenced-based, participant-centered breastfeeding education and support that enables participants to make an informed decision regarding infant feeding and supports them to meet their breastfeeding goals. Breastfeeding education and support messages should avoid risk-based language and use plain language principles.</p> <p>Activity 3: Refer participants to a qualified staff member when breastfeeding issues are beyond the scope of the staff member providing support. If applicable, refer participants to the Breastfeeding Peer Counseling (BFPC) Program, breastfeeding support group and/or breastfeeding services in the community.</p> <p>Activity 4: Make breast pumps and kits available to postpartum participants. Advise participants to contact their healthcare or health insurance provider to obtain a breast pump available as part of the healthcare benefits.</p>
Deliverables
<ul style="list-style-type: none">A. Participants are provided accurate breastfeeding information.B. Document all participants' breastfeeding education provided in WIC WISE.C. Appropriately refer participants for additional breastfeeding support and assessment to address participants' concerns and to help meet the participants' breastfeeding goals.D. Participants are provided accurate breast pump use information and education.E. Document electric breast pump issuance and the reasons for issuance in WIC WISE.F. Maintain an accurate inventory of breast pumps.G. Maintain all breast pumps in a clean and working condition.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 5: Outreach:

Objective: The Contractor shall provide information about WIC Program benefits and requirements to inform potential WIC eligible populations about WIC services.

Activities to Support the Objective
Activity 1: Provide WIC Program information to and coordinate with health and social services organizations to encourage referrals to the WIC Program.
Activity 2: Designate an Outreach Coordinator and annually inform potential eligible persons of the availability of program benefits, eligibility criteria, and WIC local agency contact information.
Deliverables
A. Establish referral networks by partnering with the mandatory referral agencies, healthcare providers, and community-based organizations.
B. Conduct ongoing outreach activities and the approved Annual Public Outreach Announcement (APOA), as described in Exhibit A, SOW, Provision 8.4.h. Keep documentation of how and where the APOA was conducted.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 6: WIC Vendor Technical Assistance and Support:

Objective: The Contractor shall designate one or more staff to serve in the role of the Local Vendor Liaison (LVL) to be the point of contact to the CDPH/WIC Division for LVL related activities. The LVL staff shall provide Technical Assistance (TA) to WIC authorized vendors.

Activities to Support the Objective

Activity 1: Coordinate and conduct, with the Contractor's Training Coordinator, annual in-service training(s) to WIC local agency staff on the two Code of Conduct trainings: Conflict-of-Interest and Confidentiality.

Activity 2: Conduct and document site visits three times per Federal Fiscal Year (FFY), serving as a resource to existing WIC authorized vendors both during the site visit and upon request in between visits. The site visits may include, but are not limited to, TA visits.

Activity 3: Attend CDPH/WIC Division conducted LVL training(s) as directed.

Activity 4: Attend a CDPH/WIC Division conducted vendor training at least once within the period of the contract.

Deliverables

- A. Assist the Contractor's Training Coordinator to ensure that both the Conflict-of-Interest and Confidentiality trainings are delivered to the Contractor's WIC local agency staff at least once per calendar year.
- B. Assist the Contractor's WIC Director or designee to ensure the Contractor's WIC local agency staff review and sign the Conflict-of-Interest statement.
- C. Meet a minimum 90 percent performance standard of vendor on-site visits completed for each assigned vendor three times during the FFY, which begins October 1.
- D. Document results of every WIC authorized vendor on-site visit using the CDPH/WIC Division LVL reporting process.
- E. Provide WIC Program information and referrals to vendors upon request.
- F. Conduct On-site Preauthorization Visits (OPV) on an as-needed basis.
- G. Provide written notice to the CDPH/WIC Division when there is a change of LVL(s). The notice shall include the name, WIC local agency, telephone number, email address of the new LVL, and notification to delete outdated information.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 7: Staff Training:

Objective: The Contractor shall provide training(s) to develop skills and abilities for WIC employees to provide WIC Program services.

Activities to Support the Objective
Activity 1: Staff Training Coordinator will develop a Staff Training Plan annually to ensure that all mandatory trainings are completed, including trainings that cover a comprehensive orientation to the WIC Program, Nutrition Services Plan (NSP) goals and objectives, mandatory trainings outlined in the WPPM, and WIC Information Notice (WIN) training requirements.
Activity 2: Staff Training Coordinator will ensure that trainings are completed within designated timeframes. WPPM 190-00.
Activity 3: Staff Training Coordinator will ensure that completed staff trainings are documented.
Deliverables
A. Staff Training Plan will include a proposed training schedule, method, and trainer(s). The Training Plan must describe how make-up training(s) will take place for staff that missed scheduled training(s). Staff Training Plan training(s) must be based on a topic(s) identified by a needs assessment.
B. Training documentation will include, at a minimum, date(s) of training, location(s), subject matter and training completion records. Annual mandatory trainings listed in WPPM 1000-30 must be documented in the CDPH/WIC Learning Management System (LMS). WPPM 190-00.
C. Training-related sections of the annual NSP, as applicable.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 8: Farmers' Market Nutrition Program (only applies if the Contractor receives funds for this project):

Objective: The Contractor shall issue Farmers' Market Nutrition Program (FMNP) food benefits to eligible participants between May and September of each year using WIC WISE; provide nutrition education on the benefits of fruits and vegetables available at farmers' markets to all FMNP recipients; and serve as a local resource for farmers and market managers for program information and assistance as needed.

Activities to Support the Objective
Activity 1: Issue WIC FMNP food benefits via WIC WISE FMNP Issuance Screen to eligible participants based on established distribution protocol.
Activity 2: Provide nutrition education that discusses the benefits of fruits and vegetables available at farmers' markets to FMNP food benefit recipients and document in WIC WISE.
Activity 3: Provide instructions and information to FMNP recipients on the proper use of the FMNP benefits and locations where they may be used.
Activity 4: Designate an FMNP Local Agency Coordinator and provide yearly in-service training to WIC local agency staff on program requirements.
Activity 5: Provide guidance and technical assistance as needed to farmers and market managers on program requirements.
Activity 6: Provide accountability for the receipt, storage, inventory, transportation, security, issuance, disposition and reconciliation of CA Farmers' Market Cards and FMNP benefits assigned to the WIC local agency by the CDPH/WIC Division.

Deliverables
A. Prior to season start up, the Contractor shall submit an FMNP Season Start-Up Package that includes the following components: <ol style="list-style-type: none">1. Name and contact information of the WIC local agency's FMNP Local Agency Coordinator.2. Materials and procedures for fruit and vegetable nutrition education of FMNP recipients.3. Instructional guidance for FMNP recipients on how to use the FMNP benefits.4. Plan for providing an in-service training to WIC local agency staff on FMNP procedures.5. A printed list or explanation of the method(s) used to inform FMNP recipients where to use FMNP benefits; and6. Activities planned, if any, with local farmers' markets and market associations to promote program benefits and participation.
B. The Contractor shall document nutrition education contacts in WIC WISE for all FMNP benefit recipients.
C. The Contractor shall document FMNP benefit usage education in WIC WISE for all FMNP benefit recipients.
D. The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports for all staff performing FMNP-related duties.
E. The Contractor shall submit by December 31 each year, a completed FMNP Year End Report, reconciling the disposition (issued, lost, damaged, etc.) of all FMNP benefits assigned to the WIC local agency for distribution from May to September of the same calendar year.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 9: Breastfeeding Peer Counseling Program (only applies if the Contractor receives funds for this project):

Objective: The Contractor shall perform all the work required to administer and provide mother-to-mother breastfeeding support services to WIC mothers following United States Department of Agriculture, Food and Nutrition Services (USDA/FNS) WIC Breastfeeding Model Components for Peer Counseling.

Activities to Support the Objective
Activity 1: Maintain and document an internal referral link between WIC Program and WIC BFPC Program.
Activity 2: Provide BFPC Program direct services as an enhancement to WIC Program breastfeeding services and support.
Activity 3: Provide regular supervision and monitoring of peer counselors.
Deliverables
A. A written process for referring participants who would most benefit from mother-to-mother breastfeeding support to the WIC BFPC Program is maintained and WIC clinic staff and BFPC Program staff have been trained on this process.
B. Peer counselors maintain regular contact with program participants, provide basic breastfeeding information during contacts, and refer high-risk issues outside of their scope of practice to the International Board-Certified Lactation Consultant (IBCLC).
C. All peer counselor and IBCLC contacts, and all referrals to the IBCLC are documented in the Peer Counseling Database (PCDB) and/or WIC WISE.
D. The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual-funded staff performing BFPC related duties.
E. The Contractor shall complete and submit an annual BFPC Program Profile to CDPH/WIC. This document evaluates the Contractor's implementation of the FNS WIC Breastfeeding Model Components for BFPC Programs.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 10: Regional Breastfeeding Liaison Program (only applies if the Contractor receives funds for this project):

Objective: The Contractor shall employ a dedicated staff member(s) as a Regional Breastfeeding Liaison (RBL) for WIC breastfeeding and program services outreach and promotions defined by the agency's RBL Action Plan. The RBL Program is designed to reduce the breastfeeding support gaps for WIC participants in the community and ensure breastfeeding messaging in the community is consistent with WIC breastfeeding education provided to WIC participants.

Activities to Support the Objective
Activity 1: The RBL will serve as a WIC breastfeeding liaison, and breastfeeding subject matter expert, to improve awareness of WIC breastfeeding services, increase referrals to WIC and its breastfeeding services, and increase breastfeeding initiation and duration rates within their community or region. RBLs establish and foster relationships with community stakeholders who reach WIC eligible participants and enhance continuity of care (e.g., community-based organizations, public health departments, health clinics, health care providers, hospitals, businesses, Maternal, Child and Adolescent Health (MCAH) Perinatal Service Coordinators, women's shelters, community colleges, childcare centers, schools, employers, faith-based agencies, etc.).
Deliverables
A. The Contractor shall develop and submit an annual RBL Action Plan using the CDPH/WIC Division's RBL Action Plan template.
B. The Contractor shall submit an annual RBL End of Year Report using the CDPH/WIC Division's RBL End of Year Report template.
C. The Contractor shall adhere to all expenditure monitoring procedures and reporting as required by the CDPH/WIC RBL Program staff.
D. The RBL shall provide activity updates to the WIC Director(s) in the RBL's region each quarter or as required by the CDPH/WIC Division.
E. The RBL shall participate in meetings, webinars, and conference calls required by the CDPH/WIC Division. As funding allows, attend approved conferences, including the California Breastfeeding Summit and California WIC Association (CWA) conferences.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the CDPH/WIC Division for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the CDPH/WIC Division agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line-Item Shift amounts specified in Attachment I, of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted electronically bi-weekly, monthly, or quarterly, not more frequently than bi-weekly in arrears to the assigned CDPH/WIC Division Contract Manager listed in Exhibit A, Scope of Work, Provision 4.
- D. The CDPH/WIC Division, at its discretion, may designate an alternate invoice submission process. A change in the invoice process shall be accomplished via a written notice to the Contractor by the CDPH/WIC Division and shall not require an amendment to this agreement.
- E. Invoices shall:
 - 1) Be prepared on the Invoice Workbook provided by the CDPH/WIC Division and accompany any/all required fiscal documentation.
 - 2) Invoices must be submitted to the CDPH/WIC Division electronically only. Hard copies are not required.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by the CDPH/WIC Division.
- F. Amounts Payable

The amounts payable under this Agreement shall not exceed:

\$ 1,438,206.00 for the budget period of 10/01/2025 through 09/30/2028.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the CDPH/WIC Division shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CDPH/WIC Division shall have the option to either cancel this Agreement with no liability occurring to the CDPH/WIC Division or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

- A. Final undisputed invoice(s) shall be submitted for payment no more than 30 calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed upon in writing by the CDPH/WIC Division. Said invoice(s) should be clearly marked "Final Invoice", indicating that all payment obligations of the CDPH/WIC Division under this Agreement have ceased and that no further payments are due or outstanding. The CDPH/WIC Division may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval from the CDPH/WIC Division of an alternate final invoice submission deadline. The Contractor shall submit payment to the CDPH/WIC Division to cover any fees charged by the State Controller's Office to expedite processing of payment due to the Contractor submitting a delinquent invoice to the CDPH/WIC Division.
- B. The Contractor is hereby advised of its obligation to submit to the CDPH/WIC Division, with the final invoice, a completed copy of the **"Contractor's Release (Exhibit H)"** at the end of the Contract Term.

5. Allowable Line-Item Shifts

- A. Subject to the prior review and approval of the CDPH/WIC Division, line-item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred forty-two thousand two hundred dollars (\$142,200) annually are allowed, so long as the annual agreement total neither increases nor decreases.
- B. The \$142,200 maximum limit shall be assessed annually and automatically adjusted by the CDPH/WIC Division in accordance with the cost-of-living index. Said adjustments shall not require a formal amendment. The CDPH/WIC Division shall annually inform the Contractor in writing of the adjusted maximum total based on the California cost-of-living index rate as identified in the following link: <https://worldpopulationreview.com/state-rankings/cost-of-living-index-by-state>. Adjusted maximum amount will be reflected on any formal amendment thereafter.
- C. The Contractor shall adhere to CDPH/WIC Division requirements regarding the process requesting approval of line-item shifts.
- D. Line-item shifts may be proposed/requested by either the CDPH/WIC Division or the Contractor.

6. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the CDPH/WIC Division, shall not be deemed evidence of allowable agreement costs.
- B. The Contractor shall maintain for review and audit, and supply to the CDPH/WIC Division upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the CDPH/WIC Division because the invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed,

Exhibit B
Budget Detail and Payment Provisions

and payment may be withheld by the CDPH/WIC Division. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

7. Recovery of Overpayments

- A. The Contractor agrees that claims based upon the terms of this Agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the CDPH/WIC Division by one of the following options:
 - 1) The Contractor's remittance to the CDPH/WIC Division of the full amount of the audit exception within 30 days following the CDPH/WIC Division's request for repayment.
 - 2) A repayment schedule agreeable between the CDPH/WIC Division and the Contractor.
- B. The CDPH/WIC Division reserves the right to select which option, as indicated above in paragraph A, will be employed and the Contractor will be notified by the CDPH/WIC Division, in writing, of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after the Contractor's receipt of the CDPH/WIC Division's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, the Contractor shall repay, to the CDPH/WIC Division, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of the CDPH/WIC Division's notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR). If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH/WIC Division. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation. See CalHR website:
<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

9. Additional Invoicing Requirements

- A. The Contractor shall request reimbursement using an Invoice Workbook provided by the CDPH/WIC Division for allowable WIC Program costs incurred. Invoices submitted in any other form will not be accepted.
- B. The Contractor shall document its Nutrition Services Administration (NSA) operating expenses for each billing period on the NSA Operating Expenses Workbook provided by the CDPH/WIC Division.

Exhibit B
Budget Detail and Payment Provisions

- C. Invoices shall be signed by the Contractor's preparer of the invoice, and the Agency Director or its authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead, shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the invoice.
- D. The Contractor shall submit one (1) electronic invoice on a bi-weekly, monthly or quarterly basis. Once the frequency of submission is established, the frequency may not change unless an alternate period has been requested, and written approval is provided by the CDPH/WIC Division.
- E. Invoices shall be submitted for payment no more than 45 calendar days following the close of each billing period.
- F. The Contractor shall submit the following with each invoice packet:
 - 1) The signed completed invoice
 - 2) The corresponding NSA Operating Expenses Worksheet
 - 3) The NSA Operating Expenses Master Summary Worksheet
- G. The CDPH/WIC Division reserves the right to deny, disallow, or claim-cut any charges for non-compliance on any outstanding invoice. If payment of an invoice is denied, the invoice packet will be returned to the Contractor, along with a Dispute Notification. The Contractor shall return the corrected invoice packet to the CDPH/WIC Division within five (5) business days. Upon receipt of a corrected invoice packet, the CDPH/WIC Division has 45 days from the date of receipt to review and process for payment.
- H. Year-End Requirements:
 - 1) If applicable, the Contractor shall submit a complete and accurate list of Unliquidated Obligations (ULOs) following the end of each FFY of this Agreement by November 15th, using the ULO Worksheet provided by the CDPH/WIC Division. All obligations must be liquidated and request for reimbursement included on the final Year-End Supplemental Invoice.
 - 2) If applicable, the Contractor shall submit a final Year-End Supplemental Invoice no later than December 1st, following the end of each FFY of this Agreement. The CDPH/WIC Division may, at its discretion, choose not to honor requests for an extension to the deadline for the final Year- End Supplemental Invoice.
 - 3) Farmers' Market Nutrition Program (FMNP) Expenses: Contractors receiving FMNP funds are required to bill for FMNP expenses by the end of each FFY of this Agreement. Refer to the FMNP Allowable Costs: <https://www.fns.usda.gov/fmnp/wic-and-wic-fmnp-cost-allocation>.
 - 4) The Contractor shall submit a completed copy of the RAE packet no later than December 15th, following the end of each FFY of the Agreement, using the RAE Workbook provided by the CDPH/WIC Division. The Contractor shall refer to the Exhibit A, Scope of Work, Provision 8.13 for more details on the RAE requirements.

**Exhibit B, Attachment I
Budget Detail
October 1, 2025 - September 30, 2028**

PERSONNEL	Exhibit A, SOW 8.	Exhibit A, Attach I	Minimum Base Annual Salary	Maximum Base Annual Salary	Year 1 10/1/2025 - 9/30/2026		Year 2 10/1/2026 - 9/30/2027		Year 3 10/1/2027 - 9/30/2028		Total
					FTE	Budgeted Amount	FTE	Budgeted Amount	FTE	Budgeted Amount	
WIC Director/Registered Dietician	1-22	1-7	82,607	100,380	0.78	71,365	0.78	71,365	0.78	71,365	214,095
WIC Nutrition Assistant	1,5,7,8,10,12,	1-5	62,115	75,596	0.40	27,542	0.40	27,542	0.40	27,542	82,626
WIC Nutrition Assistant	1,5,7,8,10,12,	1-5	62,115	75,596	0.40	27,542	0.40	27,542	0.40	27,542	82,626
WIC Nutrition Assistant	1,5,7,8,10,12,	1-5	62,115	75,596	0.60	41,313	0.60	41,313	0.60	41,313	123,939
Public Health and Prevention Deputy Director	2,11-18,21,22		105,300	127,957	0.04	4,665	0.04	4,665	0.04	4,665	13,995
Prevention Program Manager	2,11-18,21,22	1-7	86,592	105,337	0.48	46,063	0.48	46,063	0.48	46,063	138,189
Office Tech III	12-15,19		57,884	70,442	0.05	3,208	0.05	3,208	0.05	3,208	9,624
Administrative Analyst	12-15,19		71,660	87,059	0.05	3,968	0.05	3,968	0.05	3,968	11,904
Administrative Analyst	12-15,19		71,660	87,059	0.05	3,968	0.05	3,968	0.05	3,968	11,904
					0.00	-	0.00	-	0.00	-	-
					0.00	-	0.00	-	0.00	-	-
					0.00	-	0.00	-	0.00	-	-
Overtime ③						-		-		-	-
Salaries and Wages						229,634		229,634		229,634	688,902
Total FTE					2.85		2.85		2.85		
Fringe Benefits ④					Percent	Budgeted Amount	Percent	Budgeted Amount	Percent	Budgeted Amount	Total
					67.00%	153,854	67.00%	153,854	67.00%	153,854	461,562
TOTAL PERSONNEL						383,488		383,488		383,488	1,150,464
OPERATING	Exhibit A, SOW 8.	Exhibit A, Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
General Expenses ⑤	5-7,17-21,23,25	1-10				15,242		15,242		15,242	45,726
Travel ⑥	8	1-10				8,500		8,500		8,500	25,500
Training	4,5,7,17,21,23	1-10				1,800		1,800		1,800	5,400
Outreach/Media/Promotion	17	1-10				1,857		1,857		1,857	5,571
Facility Costs (See Exhibit B, Attach II for breakdown) ⑦	11,23	1-10				10,992		10,992		10,992	32,976
TOTAL OPERATING						38,391		38,391		38,391	115,173
CAPITAL EXPENDITURES ⑧ (Unit Cost of \$5,000 or More)	Exhibit A, SOW 8.	Exhibit A, Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
Equipment ⑨	6,17,18,20,21	1-10				-		-		-	-
Vehicles ⑩	8,17,18,19	1-10				-		-		-	-
TOTAL CAPITAL EXPENDITURES						-		-		-	-
OTHER COSTS ⑪	Exhibit A, SOW 8.	Exhibit A, Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
						-		-		-	-
TOTAL OTHER COSTS						-		-		-	-
INDIRECT					Percent	Budgeted Amount	Percent	Budgeted Amount	Percent	Budgeted Amount	Total
Total Personnel Costs					15.00%	57,523	15.00%	57,523	15.00%	57,523	172,569
TOTAL INDIRECT						57,523		57,523		57,523	172,569
TOTAL BUDGET						\$ 479,402		\$ 479,402		\$ 479,402	\$ 1,438,206

Contract Year:

Contract Amount:

Funding Changes:

Checks/Balances:

Year 1
\$ 479,402
\$ -
\$ -

Year 2
\$ 479,402
\$ -
\$ -

Year 3
\$ 479,402
\$ -
\$ -

*All costs will be reviewed by CDPH for approval

① Bilingual - Positions that receive Bilingual pay may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

② Additional Pay (i.e., Longevity, Retention, Differential pay and COLA) - Positions that receive one or more of these additional compensations may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

③ Overtime - Requires justification if amount does not seem reasonable. Justification will be kept on file.

④ Fringe Benefits - Justification and back-up documentation will be kept on file for any fringe benefit rate that exceeds 50%.

⑤ General Expenses - Includes: Minor equipment (i.e., office furniture, IT equipment, anthropometric items), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses, etc.

⑥ Travel - All costs reimbursed shall be in accordance with CalHR rates.

⑦ Facility Costs - Includes Rent, Utilities, Janitorial, Security, and Maintenance.

⑧ Capital Expenditures - Unit cost must be \$5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.

⑨ Equipment - Includes items such as: Telephone systems, information technology equipment, photocopy machines, etc.

⑩ Vehicles - Will be used for Facility Site Visits, Conferences, Trainings, and Outreach.

⑪ Other Costs - List the subcontractor's name and brief description of services provided.

**Exhibit B, Attachment II
Facility Costs
October 1, 2025 - September 30, 2028**

Total Facility Costs:				Year 1 Total		Year 2 Total		Year 3 Total
\$ 32,976				\$ 10,992		\$ 10,992		\$ 10,992
Site Street Address, City, State & Zip Code	Type of Space (i.e., Clinic or Satellite Site, Admin, Training Center, Warehouse, Storage)	Total Square Footage	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year
1360 North Main Street Suite 203D Bishop, CA 93514	Clinic Site	428	916	10,992	916	10,992	916	10,992
310 Jackson Street Lone Pine, CA 93545	Satellite site	1821	-	-	-	-	-	-
405 Hot Springs Road, Tecopa, CA 92369	Satellite site	1140	-	-	-	-	-	-
155 E Market St. Independence, CA 93526	Satellite site	4285	-	-	-	-	-	-

Exhibit D
Special Terms and Conditions
(Rev 05/2025)

(For Cooperative Agreement in accordance with HSC 38070)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
5. Site Inspection	15. Executive Order N-6-22 Economic Sanctions
6. Intellectual Property Rights	
7. Prior Approval of Training Seminars, Workshops or Conferences	
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1. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

(1) **Major equipment/property:** A tangible or intangible item having a base **unit cost of \$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property:** A tangible item having a base **unit cost of less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

(1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses, shall use a procurement system

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that meets the following standards:

- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

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2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

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- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.
- g. **Motor Vehicles**
- (Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)
- (1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

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- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

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- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$5,000 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$5,000 are subject to the prior review and written approval of CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement

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and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. Intellectual Property Rights

a. Ownership

- (1) Except as set forth below and except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. Notwithstanding the foregoing or any other language in this Agreement, Contractor and not CDPH shall own Intellectual Property relating to any clinical lab test or lab assay that is made, conceived, derived from or reduced to practice by Contractor, regardless of whether it results directly /indirectly from this Agreement ("Clinical Tests or Assays")

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- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property other than Clinical Tests or Labe Assays made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

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- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or

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disseminated without prior written permission from the Department of Public Health.” This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH’s prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor’s or third-party’s Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor’s performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

e. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor’s performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor’s performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

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- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

f. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or

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settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

g. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior

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written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.

- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

10. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision.

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The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. Prohibited Use of State Funds for Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

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- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
 - (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.
 - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
 - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of

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the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. Cancellation

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

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- F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

15. Executive Order N-6-22 - Economic 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.

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1. Additional Incorporated Documents

The following documents and any subsequent updates are not attached to this Agreement but are hereby incorporated and made a part of this Agreement by reference. These documents may be updated periodically by their respective authors, including the Federal Government, the California Legislature, or the California Department of Public Health Women, Infants and Children (CDPH/WIC) Division. The CDPH/WIC Division shall provide the Contractor with copies of said documents and any periodic updates thereto under separate cover. The CDPH/WIC Division will maintain on file all documents referenced herein and any subsequent updates.

A. The following applicable Federal statutes and regulations:

- 1) WIC Program statutes contained in the United States Code (U.S.C.), Title 42, Chapter 13A, Section 1786 [<https://www.govinfo.gov/content/pkg/USCODE-2019-title42/pdf/USCODE-2019-title42-chap13A-sec1786.pdf>], and the regulations contained in the Title 7, Code of Federal Regulations (CFR), Part 246 as authorized in Section 17 of the Child Nutrition Act (CNA) of 1966 [<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-246?toc=1>].
- 2) Farmers' Market Nutrition Program (FMNP) statutes contained in the U.S.C., Title 42, Chapter 13A, Section 1786 (m) [<https://www.govinfo.gov/content/pkg/USCODE-2019-title42/pdf/USCODE-2019-title42-chap13A-sec1786.pdf>], and the regulations contained in the Title 7, CFR, Part 248 [<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-248>], as authorized in the WIC Farmers Market Nutrition Act of 1992 (Public Law 102- 314).
- 3) US Department of Agriculture (USDA), Food and Nutrition Services (FNS) memos and policy documents [<https://www.fns.usda.gov/wic/policy>].
- 4) Office of Management and Budget (OMB), Title 2, CFR, Subtitle A, Chapter II, Parts 200 and 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Parts 200 and 400). Part 400 adopts and gives regulatory effect to the OMB guidance in part 200 for purposes of USDA grants and agreements [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1> & <https://www.ecfr.gov/current/title-2/subtitle-B/chapter-IV/part-400>].

B. The following applicable State laws and regulations:

- 1) WIC Program State statutes contained in the California Health and Safety Code (HSC), Division 106, Part 2, Article 2, Sections 123275 – 123355 [https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=106.&title=&part=2.&chapter=1.&article=2], and WIC Program regulations contained in the California Code of Regulations (CCR), Title 22, Division 2, Subdivision 6, Chapter 6, Articles 1-12 [[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFFBC5590D4B711DE8879F88E8B0DAAAE&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)&bhcp=1](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFFBC5590D4B711DE8879F88E8B0DAAAE&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)&bhcp=1)].
- 2) FMNP State statutes contained in HSC, Division 106, Part 2, Article 2, Section 123279 [<https://law.justia.com/codes/california/2020/code-hsc/division-106/part-2/chapter-1/article-2/section-123279/>]; and the regulations contained in the Title 7, CFR, Part 248 [<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-248>], as authorized in the WIC Farmers Market Nutrition Act of 1992 (Public Law 102-314).
- 3) Lactation Accommodation law contained in the California Labor Code (LAB), Division 2, Part 3, Chapter 3.8, Sections 1030-1033 [<http://leginfo.legislature.ca.gov/faces/codes.xhtml>].

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C. The following:

- 1) All updates issued as of the effective date of this Agreement to the WIC Policy and Procedure Manual (WPPM), located on the CDPH/WIC Local Agency SharePoint Site under Policy [<https://partners.cdph.ca.gov/sites/LASS/>], and any subsequent updates that are required by Federal or State law and/or Federal directives.
- 2) Any written directive(s) and/or instruction(s) issued by the CDPH/WIC Division to the Contractor to implement mandatory requirements and guidelines set forth in Federal law, State law, and/or Federal directives.
- 3) The Graphic Standards Manual (GSM) for the WIC Program, located on the CDPH/WIC Local Agency SharePoint Site under Outreach [<https://partners.cdph.ca.gov/sites/LASS/>]. The GSM contains information about the rules and formatting for reproducing the WIC logo and tagline.

2. Insurance Requirements

A. General Provisions Applying to All Policies

- 1) Coverage Term - Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal - The Contractor shall provide to the CDPH within five (5) business days following receipt by the Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles - The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause - Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating - All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements - Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance - Inadequate or lack of insurance does not negate the Contractor's obligations under the Agreement.
- 8) Use of Subcontractors - In the case of the Contractor's utilization of Subcontractors to complete the contracted scope of work, the Contractor shall include all Subcontractors as insured under the Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of the Contractor.

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B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability - The Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Automobile Liability (when required) - The Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker's Compensation and Employer's Liability (when required) - The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) - The Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) - The Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - The Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

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3. Avoidance of Conflicts of Interest by the Contractor

- A. The Contractor shall avoid any real or apparent conflict of interest on the part of the Contractor or its employees, as well as the Contractor's subcontractors or the officers and directors of the Contractor or any subcontractors. The Contractor must establish a written conflict of interest policy as specified in WPPM 150-10.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractors has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
 - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.
- C. Contractor shall comply with its written conflict of interest policy and shall be responsible for detecting and avoiding any real or apparent conflicts of interest in accordance with Contractor's policy, this Agreement, and any applicable state, federal, and local laws. Failure to avoid and/or resolve any real or apparent conflicts of interest may be grounds for termination of the Agreement.
- D. Any costs (including legal costs) incurred due to Contractor's failure to avoid any real or apparent conflict of interest shall be the responsibility of the Contractor.

4. Civil Rights Assurance

- A. The Contractor hereby agrees that all applicants and participants shall be served equally, and shall not be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the WIC Program based on race, color, national origin, sex, age, disability, or reprisal or retaliation for prior civil rights activity.
- B. The Contractor must take all measures necessary to comply with the following laws, regulations, and directives: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Titles II and III of the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 and implemented by Department of Justice regulations at 28 Code of Federal Regulations parts 35 and 36; Executive Order 13166; all provisions required by USDA's implementing regulations in 7 Code of Federal Regulations part 15 et seq; the California Fair Employment and Housing Act; 7 Code of Federal Regulations part 246.8; all FNS directives, policy memoranda, and guidelines regarding civil rights and nondiscrimination; and the WPPM 510-10.
- C. The Contractor must notify applicants and participants that:
 - 1) Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits.
 - 2) Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.

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- 3) Program information may be made available in languages other than English.
- D. The Contractor must notify applicants and participants of how to file a complaint of discrimination. To file a discrimination complaint, the applicant or participant should complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer> and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, the applicant or participant should call (866) 632-9992. Completed forms or letters should be submitted to USDA by:
- 1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington D.C. 20250-9410
 - 2) Fax: (202) 690-7442
 - 3) Email: program.intake@usda.gov
- E. By signing this Agreement, the Contractor accepts this Civil Rights Assurance and agrees to compile data, maintain records, and submit reports, as required, to permit effective enforcement of non-discrimination laws, regulations, policies, instructions, and guidelines. During hours of program operation, the Contractor agrees to permit authorized USDA personnel to review such records, books, and accounts as needed to ascertain compliance.
- F. If there are any violations of this assurance, USDA has the right to seek enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any financial assistance from USDA. The person or persons whose signatures appear on the face of this Agreement are authorized to bind the Contractor to the terms of the Agreement, including this assurance.

5. Research

- A. The Contractor shall submit a request, and must receive written approval from the CDPH/WIC Division, prior to conducting independent research by collecting or using data from the CDPH/WIC Division (including WIC WISE and WRAD), WIC applicants or participants, WIC staff, and/or WIC vendors. Independent research, regardless of funding source, includes research activities, as well as the drafting or creation of articles, reports, and/or other materials, which are not necessary for the performance of the Agreement and are conducted and/or produced by the Contractor using data that has been obtained directly from WIC applicants or participants, WIC staff, and/or WIC vendors through a variety of means, including but not limited to surveys, focus groups, and/or interviews, or indirectly using the CDPH/WIC Division's authorized management information system. Independent research does not include potential research projects solicited and administered by the CDPH/WIC Division.
- B. Research projects solicited and administered by the CDPH/WIC Division must be memorialized in a formal amendment to this Agreement or in a separate agreement.
- C. WIC funds shall not be used for non-WIC Program purposes, including research for non-WIC Program purposes. WIC Program purposes shall be determined by the CDPH/WIC Division in compliance with USDA regulations, guidance, and directives. The Contractor shall not use WIC funds for, or incur WIC Program costs related to, independent research for WIC Program purposes unless and until the Contractor receives written approval for use of the funds from the CDPH/WIC Division.

Exhibit E
Additional Provisions

- D. The Contractor agrees that if State funds are used to perform independent research, then the CDPH/WIC Division is the sole owner of the data that on which the research is based. All publications and presentations that are developed using the results from this research must be approved by the CDPH/WIC Division prior to the publication and/or presentation of those results. Refer to Exhibit D, Provision 6 for information regarding Intellectual Property Rights.
- E. The Contractor shall be responsible for ensuring that any independent research conducted complies with state and federal confidentiality laws including but not limited to the confidentiality provisions and requirements set forth in federal regulations (7 CFR 246.26), the California Information Practice Act, and the terms of Exhibit G of this Agreement.
- F. Contractor's right to publish or present on any research is subject to all restrictions on the publication, disclosure, dissemination and use of confidential information or data set forth in this Agreement or under any applicable law. All presentations and publications based on that research must be reviewed by the CDPH/WIC Division prior to publication, presentation, or distribution.

6. Special Projects that Provide Assistance to Local Governments or Aid to the Public

A. Contractor Requirements

- 1) The Contractor shall submit a written request for and receive written approval from the CDPH/WIC Division prior to initiating a special project, as described in Provision 6.B., to the assigned Nutrition Consultant.
- 2) WIC funds shall not be used for non-WIC purposes, including non-WIC special projects. The Contractor shall not use WIC funds for, or incur WIC Program costs related to, a WIC special project unless and until the Contractor receives written approval for use of the WIC funds from the CDPH/WIC Division.
- 3) If the Contractor or its subcontractor(s) are currently administering a special project that has not been approved in writing by the CDPH/WIC Division, the Contractor must immediately cease any and all actions or activities associated with the special project.
- 4) If there is any uncertainty on the part of the Contractor as to whether an activity, program, initiative, or task involving WIC funds, staff, participants, or applicants is a special project, the Contractor must immediately contact the assigned Nutrition Consultant for such a determination prior to beginning or continuing the activity, program, initiative, or task.
- 5) The Contractor shall be liable for any WIC funds or WIC Program costs associated with a special project that was not approved in writing by the CDPH/WIC Division, as described in this provision.

B. Written Requests for Approval

- 1) When seeking approval for a special project, the Contractor's written request must include:
 - a. A project proposal briefly describing the special project, including the proposed purpose, scope, duration, and estimated cost; and
 - b. If applicable, the associated Request for Proposals (RFP); and
- 2) If applicable, any drafts of instructions, agreements, or public-facing communications or materials associated with the special project. The written request may also include other materials that are relevant to the special project, as determined by the Contractor.

Exhibit E
Additional Provisions

- 3) The CDPH/WIC Division may require that the Contractor provide additional documentation as needed to process the request.
- 4) The CDPH/WIC Division shall issue its decision as to whether to approve the Contractor's request in writing. Any oral communications about a special project between the parties or their staff shall not be binding and shall not constitute approval of a special project.
- 5) Special projects approved by the CDPH/WIC Division must be memorialized in a formal amendment to this Agreement or in a separate agreement.

C. Written Materials Related to Special Projects

The Contractor must provide all written documents, reports, presentations, and publications based on, related to, or arising from a special project to the assigned Nutrition Consultant for review and approval prior to sharing, disseminating, or distributing such materials to any persons or entities other than the parties to this Agreement.

D. Allowable Program Costs

WIC funds shall not be used for non-WIC purposes. The Contractor agrees that any WIC funds expended for purposes of a special project must be for costs that are allowable pursuant to 7 CFR, Part 246.14 (and the authorities cited therein), any guidance or directives from USDA, the WPPM 1000-05 and the Allowable Cost Table, located on the CDPH/WIC Local Agency SharePoint Site under Contract Administration/Resources [<https://partners.cdph.ca.gov/sites/LASS>].

E. WIC Confidentiality

The Contractor shall be responsible for ensuring the confidentiality and security of applicant and participant information and vendor information disclosed to the Contractor, or collected, created, maintained, stored, transmitted, or used by the Contractor for or on behalf of CDPH, pursuant to this agreement with the CDPH/WIC Division in compliance with the confidentiality provisions and requirements set forth in all applicable state and federal laws including but not limited to 7 CFR, Part 246.26 and Exhibit G of this Agreement.

Federal Terms and Conditions

(For federally funded Cooperative Agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "Contractor" and "Subcontractor" shall also mean, "agreement", "contract", "contract agreement", "Contractor" and "Subcontractor" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

1. Federal Contract Funds

Applicable only to that portion of an agreement funded in part or whole with federal funds.

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

1. Federal Equal Opportunity Requirements

Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor/Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

- (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.
 - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

3. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

4. Lobbying Restrictions and Disclosure Certification

Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next

tier above.

- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

5. **Additional Restrictions**

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notify the Contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year ____ quarter ____ date of last report ____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District, If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:	
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: ____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: _____	
	Print Name: _____	
	Title: _____	
	Telephone No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

This Information Privacy and Security Requirements Exhibit (For CDPH WIC Contracts) ("Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health ("CDPH"), pursuant to Contractor's agreement with CDPH. Such personal and confidential information is referred to herein collectively as "CDPH PCI".

CDPH administers the California Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program) pursuant to a grant from the United States Department of Agriculture (USDA), pursuant to the Child Nutrition Act of 1966, title 42 of the United States Code (U.S.C.), Section 1786 (Public law 89-645, Section 17), as amended, and in accordance with governing administration of grants (2 CFR part 200, subparts A through F and USDA implementing regulations 2 CFR part 400 and part 415); governing non-procurement debarment/suspension (2 CFR part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension and USDA implementing regulations 2 CFR part 417); governing restrictions on lobbying (2 CFR part 200, subpart E and USDA implementing regulations 2 CFR part 400, part 415, and part 418); and governing the drug-free workplace requirements (2 CFR part 182, Government-wide Requirements for Drug-Free Workplace); FNS guidelines; and, instructions issued under the FNS Directives Management System.

CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants. The Contractor may enter into a data sharing agreement for CDPH PCI only when permitted under state and federal laws and authorized in writing by the CDPH WIC Program. If the Contractor chooses to enter into a data sharing agreement, it shall be the Contractor's sole responsibility to incorporate all relevant provisions of this Exhibit into any data sharing agreement(s) the Contractor may execute.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach: "Breach" means:
 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

B. Confidential Information: “Confidential information” means:

1. any information about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i);
2. any information about a [WIC] vendor (whether it is obtained from the vendor or another source) that individually identifies the vendor, except for vendor's name, address, telephone number, Web site/e-mail address, store type, and authorization status as set forth in 7 Code of Federal Regulations part 246.26(e);
3. any information that does not meet the definition of “public records” set forth in California Government Code section 7920.530, or is exempt from disclosure under any of the provisions of Section 7920, et seq. of the California Government Code or any other applicable state or federal laws; or
4. any information that is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by CDPH.

C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein).

E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or
2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
3. is about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i); or
4. is about a [WIC] vendor (whether it is obtained from the vendor or another source) that individually identifies the vendor, except for vendor's name, address, telephone number, Web site/e-mail address, store type, and authorization status as set forth in 7 Code of Federal Regulations part 246.26(e); or
5. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a); or
6. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

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7. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
8. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
9. is protected from disclosure under applicable state or federal law.

F. Security Incident: “Security Incident” means:

1. an attempted breach; or
2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.

- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not grant access or disclose CDPH PCI to any employees, agents, and subcontractors unless CDPH WIC has determined those individuals have a need to know the CDPH PCI in order to perform Contractor’s obligations under its agreement with CDPH WIC. The Contractor shall not access or disclose any CDPH PCI to anyone other than personnel of the CDPH WIC Program or CDPH OLS without prior written authorization from the CDPH WIC Program, except if disclosure is required by state or federal law. All disclosures must be limited to the minimum necessary, to the extent practicable, and must comply with the requirements set forth in state and federal law, including but not limited to Civil Code 1798 et seq. (the California Information Practices Act) and 7 Code of Federal Regulations part 246.26.
- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor’s obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor’s control, the Contractor shall develop and maintain a

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written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
 - A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
 - C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.
- XI. Breach and Security Incident Responsibilities:
 - A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone and email** upon the discovery of a breach (as defined in this Exhibit), and **within twenty-four (24) hours by email** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the

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Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them;
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;
 4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach

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- notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer	CDPH OLS Contact for Third Party Information Requests
See Scope of Work for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413 MS6302 Sacramento, CA 95899-7413 Email: ICDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016	Assistant Chief Counsel, Public Health Programs Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Telephone: (916) 558-1710

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

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- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH OLS all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

Contractor and its employees, agents, or subcontractors shall transmit in writing to CDPH Office of Legal Services all requests for disclosure of CDPH PCI from parties other than CDPH WIC within one business day.

Subpoena, search warrant, or other litigation involved requests: **In the event that a subpoena, search warrant, or other litigation involved request for CDPH PCI is received by the Contractor, the Contractor shall immediately notify the CDPH Office of Legal Services contact by telephone call** in order to allow CDPH WIC to follow the procedures and restrictions imposed by 7 Code of Federal Regulations part 246.26(i). CDPH shall be the party with sole authority to determine whether any, and specifically what, information may be produced.

- XIV. Audits, Inspection and Enforcement: CDPH, USDA, or representatives of the Comptroller General of the United States may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor shall retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law. Pursuant to 7 C.F.R. part 246.25(a)(2), if records related to the agreement between Contractor and CDPH, including CDPH PCI, is not returned to CDPH upon the termination of the agreement, all records shall be retained for a minimum of three years. If any litigation, claim, negotiation, audit or other action involving the CDPH PCI shared under this agreement has commenced before the end of the three-year period, the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later. If USDA or any unit thereof deems any of the CDPH PCIs to be of historical interest, it may require the Contractor to forward such records to USDA or any unit thereof whenever the Contractor is disposing of them.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.
- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy

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Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable federal and state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII, XI, and XIII of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

[CONTINUED ON NEXT PAGE]

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Attachment 1
Contractor Data Security Standards

I. Personnel Controls

- A. Workforce Members Training and Confidentiality.** Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.
- B. Workforce Members Discipline.** Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.
- C. Workforce Member Assessment.** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. Encryption.

- All desktop computers and mobile computing devices must be encrypted, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
- All electronic files that contain CDPH PCI must be encrypted when stored on any removable media type device (such as USB thumb drives, CD/DVD, tape backup, etc.), in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
- CDPH PCI must be encrypted during data in-transit and at-rest on all public telecommunications and network systems, and at all points not in the direct ownership and control of the Department, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

- B. Server Security.** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.
- C. Minimum Necessary.** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.
- D. Antivirus software.** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.

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Information Privacy and Security Requirements
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- E. Patch Management.** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) “Critical” severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; “High” severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.
- F. User Identification and Access Control.** All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. To access systems/applications that store, process, or transmit CDPH PCI, it must comply with SIMM 5360-C Multi-factor Authentication (MFA) Standard and NIST SP800-63B Digital Identity Guidelines. The SIMM 5350-C provides steps for determining the Authenticator Assurance Level (AAL), and a set of permitted authenticator types for each AAL (0-3). Note: MFA requirement does not apply to AAL 0.

All Contractor workforce members are required to leverage FIDO authentication. The FIDO authentication is AAL 3 compliance. FIDO certified devices such as YubiKeys and Windows Hello for Business (WHfB) are the mechanism for user authentication in the Department.

Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID’s must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.

	AAL 1	AAL 2	AAL 3
Permitted Authenticator Types	<ul style="list-style-type: none"> • Memorized Secret • Look-Up Secret • Out-of-Band Devices • Single-Factor One-Time Password (OTP) Device • Multi-Factor OTP Device • Single-Factor Cryptographic Software • Single-Factor Cryptographic Device • Multi-Factor Cryptographic Software • Multi-Factor Cryptographic Device 	<ul style="list-style-type: none"> • Multi-Factor OTP Device • Multi-Factor Cryptographic Software • Multi-Factor Cryptographic Device • Memorized Secret <p>plus:</p> <ul style="list-style-type: none"> • Look-Up Secret • Out-of-Band Device • Single-Factor OTP Device • Single-Factor Cryptographic Software • Single-Factor Cryptographic Device 	<ul style="list-style-type: none"> • Multi-Factor Cryptographic Device • Single-Factor Cryptographic Device used in conjunction with Memorized Secret • Multi-Factor OTP device (software or hardware) used in conjunction with a Single-Factor Cryptographic Device • Multi-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software • Single-Factor OTP device (hardware only) used in conjunction with a Multi-Factor Cryptographic Software Authenticator • Single-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software Authenticator and a Memorized Secret.

- G. CDPH PCI Destruction.** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor’s systems and facilities using the appropriate guidelines for each media type as described in the prevailing “National Institute of Standards and Technology – Special Publication 800-88” – “Media Sanitization Decision Matrix.”

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- H. Reauthentication.** Contractor's computing devices holding, or processing CDPH PCI must comply the Reauthentication requirement, in which a session must be terminated (e.g., logged out) when the specified time is reached. Note: Reauthentication requirement does not apply to Authenticator Assurance Level (AAL) 0.

	AAL 1	AAL 2	AAL 3
Reauthentication	30 Days – Fix Period of Time, regardless user activity	12 hours – Fix Period of Time, regardless user activity; 30 minutes inactivity May use one of the authenticators to reauthenticate	12 hours – Fix Period of Time regardless user activity; 15 minutes inactivity Must use both authenticators to reauthenticate

In addition, reauthentication of individuals is required in the following situations:

- When authenticators change
 - When roles change
 - When the execution of privileged function occurs (e.g., performing a critical transaction)
- I. Warning Banners.** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.
- J. System Logging.** Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for six (6) years after event occurrence. There must protect audit information and audit logging tools from unauthorized access, modification, and deletion. There must also be a documented and routine procedure in place to review system logs for unauthorized access.
- K. Live Data Usage.** Using live data (production data) for testing and training purposes is not allowed. Synthetic data must be used. If synthetic data cannot be generated and/or used, a de-identification process against the live data must be done to reduce privacy risks to individuals. The de-identification process removes identifying information from a dataset so that individual data cannot be linked with specific individuals. Refer to CHHS Data De-Identification Guidelines.
- L. Privileged Access Management (PAM).** Contractor who responsible for setting up and maintaining privileged accounts related to CDPH electronic information resources shall comply with the CDPH PAM Security Standard. Information resources include user workstations as well as servers, databases, applications, and systems managed on-premises and on the cloud.
- M. Intrusion Detection.** All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

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III. Audit Controls

- A. System Security Review.** Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.
- B. Change Control.** All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

- A. Emergency Mode Operation Plan.** Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.
- B. CDPH PCI Backup Plan.** Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

- A. Supervision of CDPH PCI.** CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.
- B. Escorting Visitors.** Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.
- C. Removal of CDPH PCI.** CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.
- D. Faxing and Printing.** Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.
- E. Mailing.** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 25-10176 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **Invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of Inyo

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

CDPH 2352 (7/07)



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 2, 2025

Reference ID:
2025-576

Award Runway 12-30 Safety Area Project Construction Contract 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:

Contingent upon approval of the Fiscal Year 2025-2026 Budget, and receipt of the Federal Aviation Administration Airport Improvement Grant:

- A) Award the contract for the Runway 12-30 Safety Area Project to Qualcon Contractors, Inc. of Minden, NV, as the successful bidder;
- B) Approve the construction contract between the County of Inyo and Qualcon Contractors, Inc. of Minden, NV in the amount of \$1,315,558.00, and authorize the Chairperson to sign; and
- C) Authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

BACKGROUND / SUMMARY / JUSTIFICATION:

On April 15, 2025, your Board approved the Plans and Specifications for the Runway 12-30 Safety Area Improvement Project, and authorized the Public Works Department to advertise for bids. On May 1, 2025, two bids were received:

Qualcon Contractors, Inc.	\$1,298,158.00
Papich Construction Company, Inc.	\$1,537,950.74

All bids were reviewed by the County to determine responsiveness. Qualcon Contractors Inc. was found to be the lowest responsible and responsive bidder. At the bid opening, a non-material error was discovered in the Clearing and Grubbing item - the quantity was listed as 1.4 acres when the correct quantity is 12 acres. The discrepancy was discussed with the low bidder and a new unit price was negotiated. Qualcon remains the low bidder with this bid item removed, and with the new quantity and unit price.

FISCAL IMPACT:

Funding Source	Grant Funded - Federal Aviation Administration Airport Improvement Program grant funding 95% of the project.	Budget Unit	630600
Budgeted?	Yes - not in Preliminary Budget, but included in the FY 25/26 Proposed Budget	Object Code	5700
Recurrence	One-Time Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$1,315,558, with 95% of costs reimbursed by the FAA grant. The 5% County match will be paid by a contribution from the Geothermal Fund.

Future Fiscal Year Impacts

N/A

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

Your Board could choose not to award the bid and construction contract for the project. This is not recommended because the Federal Aviation Administration grant includes a large amount of discretionary funds which may be lost if the project does not move forward.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Federal Aviation Administration

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Transportation Services

High Quality Services | Improved County Facilities

APPROVALS:

Ashley Helms	Created/Initiated - 08/12/2025
Darcy Israel	Approved - 08/13/2025
Ashley Helms	Approved - 08/21/2025
John Vallejo	Approved - 08/21/2025
Amy Shepherd	Approved - 08/26/2025
Nate Greenberg	Final Approval - 08/26/2025

ATTACHMENTS:

1. Bid Summary
2. Runway 12-30 Safety Area Improvement Contract



BID SUMMARY SHEET

Bishop Airport

Bishop, California

Runway 12-30 Safety Area Improvements

AIP No. 3-06-0024-032-2025 | County Project No. 630600

Lochner No. 24149

Bid Opening: May 1, 2025 at 11:00 a.m. (PDT)

CONTRACTOR	Schedule I - Runway 12-30 Safety Area Improvements	TOTAL
Qualcon Contractors Inc.	\$ 1,298,158.00	\$ 1,298,158.00
Papich Construction Company, Inc.	\$ 1,537,950.74	\$ 1,537,950.74
Engineer's Estimate	\$ 1,859,030.00	\$ 1,859,030.00

**AGREEMENT
BETWEEN THE COUNTY OF INYO AND
Qualcon Contractors, Inc.**

FOR

**RUNWAY 12-30 SAFETY AREA IMPROVEMENT PROJECT
AT THE
BISHOP AIRPORT**

**AIRPORT IMPROVEMENT PROGRAM
FAA AIP PROJECT NO. 3-06-0024-032-2025
COUNTY PROJECT NO: 630600**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, _____, 2025 by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Qualcon Contractors, Inc. (hereinafter referred to as for the construction or removal of RUNWAY 12-30 SAFETY AREA IMPROVEMENT PROJECT (hereinafter referred to as "PROJECT")), which parties agree, for and in consideration of the mutual promises, as follows:

- I. SERVICES TO BE PERFORMED:** CONTRACTOR agrees at its own expense to furnish all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions necessary to COUNTY to construct the Project in accordance with the terms of the Grant, as detailed in the COUNTY's REQUEST FOR BIDS *sub nom* "CONTRACT DOCUMENTS", and all of which is incorporated herein by this reference.
- II. TIME OF COMPLETION:** Refer to Section 80 Execution and Progress of the General Provisions. Contractor shall commence the Work on the dated specified in the Notice to Proceed and fully complete the work within 30 calendar days, the "Contract Time". By signing this agreement, County represents to COUNTY that the Contract Time is reasonable for completion of the work and that the Contractor will complete the Work within the Contract Time. Time limits stated in the Contract Documents are of the essence of the Contract.
- III. LIQUIDATED DAMAGES**
If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to COUNTY, as liquidated damages and not as a penalty, the sum of \$3,500 for each day after the expiration of the Contract Time that the Work remains incomplete. COUNTY and Contractor agree that if the Work is not completed within the Contract Time, COUNTY's damages would be extremely difficult or impracticable to determine and that the aforesaid amounts are reasonable estimates of and reasonable sums for such damages. COUNTY may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision shall not limit any right or remedy of COUNTY in the event of any other default of Contractor other than failing to complete the Work within the Contract Time.
- IV. COMPENSATION / CONSIDERATION:** Compensation to be paid to CONTRACTOR for

performance of such work shall be in accordance with the schedules for payment set forth in Attachment "A" to this contract. Any payment by COUNTY shall not be deemed a waiver of defects, even if such defects were known to the COUNTY at the time of payment.

- V. METHOD OF PAYMENT:** CONTRACTOR shall bill by invoice directed to the Director of Public Works or designee describing the work, the charge for the work, and date the work was performed. CONTRACTOR shall provide COUNTY a completed IRS form W-9 before payments will issue from COUNTY. COUNTY will pay the invoice within 30 days of the receipt following normal claims handling procedures.
- VI. STANDARD OF PERFORMANCE:** CONTRACTOR represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. COUNTY relies upon the representations of CONTRACTOR regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the COUNTY does not operate to release CONTRACTOR from any responsibility to perform work to professional and/or trade standards. CONTRACTOR shall provide properly skilled professional and technical personnel to perform all services under this Contract. CONTRACTOR shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the COUNTY shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in CONTRACTOR'S profession and/or trade.
- VII. INDEPENDENT CONTRACTOR:** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between COUNTY and CONTRACTOR nor to allow COUNTY to exercise discretion or control over the manner in which CONTRACTOR performs the work or services that are the subject matter of this Agreement; provided, however, the work or services to be provided by CONTRACTOR shall be provided in a manner consistent with reaching the COUNTY's objectives in entering this Agreement. CONTRACTOR is an independent CONTRACTOR, not an employee of COUNTY or any of its subsidiaries or affiliates. CONTRACTOR will not represent itself to be nor hold itself out as an employee of COUNTY. CONTRACTOR acknowledges that it shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to COUNTY's employees. The consideration set forth in Sections IV and V above shall be the sole consideration due CONTRACTOR for the services rendered hereunder. It is understood that COUNTY will not withhold any amounts for payment of taxes from CONTRACTOR's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be CONTRACTOR's sole responsibility. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from CONTRACTOR's compensation.
- VIII. ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it

create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

IX. CLAIMS RESOLUTION: Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by the CONTRACTOR to COUNTY will follow the provisions as set forth in the Project's County Provisions section.

X. INSURANCE INDEMNIFICATION. Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

XI. POLITICAL REFORM ACT. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

1. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
2. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

XII. COMPLIANCE WITH ALL LAWS. Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

1. **Safety Training:** Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.
2. **Child, Family and Spousal Support Reporting Obligations:** Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.
3. **Nondiscrimination:** Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay

in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

- XIII. LICENSES:** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its trade and/or profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of CONTRACTOR to practice its and/or profession.
- XIV. PREVAILING WAGE:** Pursuant to Section 1720 et seq. of the Labor Code, CONTRACTOR agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. CONTRACTOR agrees to submit certified payroll to COUNTY and comply with the Department of Industrial Relations regulations in submitting the certified payroll.
- XV. CONTROLLING LAW VENUE:** This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.
- XVI. WRITTEN NOTIFICATION:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to COUNTY: County of Inyo
Public Works Department
Attn: Ashley Helms
168 N. Edwards
PO Drawer Q Independence, CA 93526

If to CONTRACTOR: Qualcon Contractors, Inc.
PO Box 2889
Minden, NV
89423

- XVII. AMENDMENTS.** Refer to Section 40 Scope of Work of the General Provisions. This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.
- XVIII. WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

XIX. SEVERABILITY. If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

XX. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

XXI. TIME IS OF THE ESSENCE. Time is of the essence for every provision in this Agreement.

XXII. ALL PROVISIONS SET FORTH HEREIN: CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

1. All provisions set forth expressly herein;
2. The Notice Inviting Bids, Bid Proposal Forms, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part of this contract by reference; and
3. All other contract documents, including Plans, as described in **Section 5-1.02, "Contract Components"**; for the purpose of this Contract, Special Provisions includes:
 - a. County Provisions;
 - b. Federal Provisions;
 - c. General Provisions;
 - d. Special Provisions;
 - e. Contract Forms;
 - f. Technical Specifications.

XXIII. EXECUTION. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

XXIV. REQUIRED FEDERAL PROVISIONS

A. ACCESS TO RECORDS AND REPORTS: The CONTRACTOR must maintain an acceptable cost accounting system. The CONTRACTOR agrees to provide the COUNTY, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONTRACTOR agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

B. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the CONTRACTOR or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

COUNTY will provide CONTRACTOR written notice that describes the nature of the breach and corrective actions the CONTRACTOR must undertake in order to avoid termination of the contract.

COUNTY reserves the right to withhold payments to CONTRACTOR until such time the CONTRACTOR corrects the breach or the COUNTY elects to terminate the contract. The COUNTY's notice will identify a specific date by which the CONTRACTOR must correct the breach. COUNTY may proceed with termination of the contract if the CONTRACTOR fails to correct the breach by the deadline indicated in the COUNTY's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

C. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the CONTRACTOR agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

D. CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The CONTRACTOR will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or

refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a CONTRACTOR's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

E. CLEAN AIR AND WATER POLLUTION CONTROL

CONTRACTOR agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The CONTRACTOR agrees to report any violation to the COUNTY immediately upon discovery. The COUNTY assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

CONTRACTOR must include this requirement in all subcontracts that exceeds \$150,000.

F. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
3. **Withholding for Unpaid Wages and Liquidated Damages:** The Federal Aviation Administration (FAA) or the COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract

or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. **Subcontractors:** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

G. COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the COUNTY, a weekly statement on the wages paid to each employee performing on covered work during the prior week. COUNTY must report any violations of the Act to the Federal Aviation Administration.

H. DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or COUNTY, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or COUNTY, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or COUNTY, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or COUNTY).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either

directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or COUNTY, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer

and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the

Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

I. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the COUNTY encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

J. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the CONTRACTOR agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including

an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

L. PROHIBITION OF SEGREGATED FACILITIES

- (a) The CONTRACTOR agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The CONTRACTOR shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

M. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

N. PROCUREMENT OF RECOVERED MATERIALS

CONTRACTOR and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the CONTRACTOR and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The CONTRACTOR has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the CONTRACTOR can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

O. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ☐ is not ☒ a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the COUNTY about its tax liability or conviction to the COUNTY, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

P. TERMINATION FOR CONVENIENCE

The COUNTY may terminate this contract in whole or in part at any time by providing written notice to the CONTRACTOR. Such action may be without cause and without prejudice to any other right or remedy of COUNTY. Upon receipt of a written notice of termination, except as explicitly directed by the COUNTY, the CONTRACTOR shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. CONTRACTOR must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the COUNTY all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the COUNTY to protect and preserve property and work related to this contract that COUNTY will take possession.

COUNTY agrees to pay CONTRACTOR for:

- 3) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 4) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 5) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 6) reasonable and substantiated expenses to the CONTRACTOR directly attributable to COUNTY's termination action.

COUNTY will not pay CONTRACTOR for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the COUNTY's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Q. TERMINATION FOR CAUSE

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with COUNTY termination of this contract for cause due to default of the Contractor.

R. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the CONTRACTOR and all sub-tier CONTRACTORS must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

XXV. ENTIRE AGREEMENT: This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including

correspondence, drafts, memoranda, and representations, are superseded in total by this Contract. If any provision of this agreement is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

XXVI. ATTACHMENTS: All attachments referred to are incorporated and made a part of this agreement. Attachments include:

Attachment "A:" BID SCHEDULE

Attachment "B:" INSURANCE PROVISIONS

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

COUNTY OF INYO

CONTRACTOR

Scott Marcelin, Board Chair

Pierre Ithurburu
Pierre Ithurburu (Aug 20, 2025 10:47:13 PDT)

Pierre Ithurburu, Title

APPROVED AS TO FORM
AND LEGALITY

ATTEST: Nate Greenberg
County Clerk
Board of Supervisors

By John-Carl Vallejo
John-Carl Vallejo (Aug 20, 2025 08:45:56 PDT)

Inyo County Counsel

By: _____

APPROVEE AS TO INSURANCE
REQUIREMENTS:

By Aaron Holmberg
Aaron Holmberg (Aug 20, 2025 07:54:49 PDT)

Inyo County Risk Manager

APPROVED AS TO
ACCOUNTING FORM:

By Kortni Girardin
Kortni Girardin (Aug 21, 2025 12:54:17 PDT)

Inyo County Auditor

Attachment “A”

BID SCHEDULE

RUNWAY 12-30 SAFETY AREA IMPROVEMENT PROJECT Bid Schedule

Item No.	Spec No.	Item Description	Quantity	Unit	Unit Price	Amount
Schedule I - Runway 12/30 End RSA Improvements						
1	C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	Incidental	Incidental	Incidental	Incidental
2	C-105	Mobilization (10% Max.)	1	LS	\$ 125,000.00	\$ 125,000.00
3	P-101	Removal of Fence	4,020	LF	\$ 12.00	\$ 48,240.00
4	P-151a	Clearing and Grubbing	12.0*	AC	\$ 3,200.00	\$ 38,400.00
5	P-151b	Tree Removal	Incidental	Incidental	Incidental	Incidental
6	P-152a	Unclassified Excavation	27,910	CY	\$ 26.00	\$ 725,660.00
7	P-152b	12-foot Dirt Road	2,154	LF	\$ 32.00	\$ 68,928
8	P-208	12-foot Gravel Road	600	LF	\$ 100.00	\$ 60,000.00
9	F-161a	Wire Fence with Steel Posts (Class D)	5,238	LF	\$35.00	\$ 183,330.00
10	F-161b	16-foot Chain-Link Swing Gates	1	EA	\$10,000.00	\$ 10,000.00
11	F-161c	Airfield Warning Signs	Incidental	Incidental	Incidental	Incidental
12	T-901	Seeding	1.4	AC	\$ 5,000.00	\$ 7,000.00
13	T-908	Mulching	1.4	AC	\$35,000.00	\$49,000.00
SCHEDULE I TOTAL					\$ 1,315,558.00	

*This quantity was incorrectly listed as 1.4 AC in the bid package. Due to the quantity increase of well over 25%, the unit price was negotiated.

Attachment “B”

INSURANCE PROVISIONS

Attachment: 2024 Insurance Requirements for Special Projects and Services REPAIR/MAINTENANCE OF RUNWAYS WHEN AIRPORT IS IN USE

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability** (if design build): Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

OTHER INSURANCE PROVISIONS

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

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

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo 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 Special Projects and Services
REPAIR/MAINTENANCE OF RUNWAYS WHEN AIRPORT IS IN USE

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, includes, but not limited to, primary and noncontributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

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

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

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

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



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 2, 2025

Reference ID:
2025-574

Temporary Road Closure for the 2025 California Indian Day Parade Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Jose Rodriguez, Engineering Technician

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the temporary closure of North See Vee Lane in Bishop, west of Diaz Lane and south of Barlow Lane extending to the gymnasium (as indicated on the attached map), from 7 a.m.-noon on September 26, 2025 to accommodate the Annual 2025 California Indian Days Parade.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Bishop Paiute Tribe is planning a special event to celebrate 2025 California Indian Day, with the event route starting at the Yuhubi Nubi Gas Station and ending at the Barlow Lane Gym. This event holds their annual Parade celebrating California Indian Day. The Inyo County Road Department will include provisions in the permit to enable people within the road closure to access their homes, and will provide signs to assist with the closure of these roads. There will be minimal impact on people trying to cross the reservation, as there are many alternate routes around the proposed road closures. The permittees will be required to arrange for the staging and placement of traffic control devices needed for these road closures.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board has the option to deny approval of the proposed road closure. This is not recommended, as the organizers of the 2025 California Indian Days Parade would need to identify an alternative location for the event.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Quality Parks and Recreation Amenities

APPROVALS:

Jose Rodriguez	Created/Initiated - 08/14/2025
Darcy Israel	Approved - 08/14/2025
Jose Rodriguez	Approved - 08/14/2025
Shannon Platt	Approved - 08/14/2025
Nate Greenberg	Final Approval - 08/25/2025

ATTACHMENTS:

1. Special Event Permit



ROAD DEPARTMENT
168 N. EDWARDS ST. - P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
INYO

Michael Errante, Public Works Director
Cap Aubery, Assistant Director
Shannon Plat, Road Superintendent

SPECIAL EVENT PERMIT

To: **Bishop Paiute Tribe / Charlene Keller**
50 Tu Su Lane
Bishop/CA/93514

PERMIT NO: **SE25-12**
FEE: **N/A**
DATE: **07/31/2025**
RECEIPT NO: **N/A**

Attn: **Bishop Paiute Tribe / Charlene Keller / Ambroschia Stone**

In compliance with your request of **September 26, 2025** and subject to all terms, conditions and restrictions written below or printed as general or special provisions or part of this form, **PERMISSION IS HEREBY GRANTED TO:**

The Permittee, **Charlene Keller** or their representative, to use roadways within the Inyo County right-of-way for the detours on County Roads due to the **2025 California Indian Days Parade will require temporary road closures and traffic control measures. The parade route will begin at the Yuhubi Nobi Gas Station and proceed along North See Vee Lane, North Barlow Lane, and a portion of Diaz Lane. Detours and traffic management will be in place to minimize disruptions to the surrounding area.** This event shall take place in accordance with the map provided.

SPECIAL PROVISIONS

Traffic Control and Detours

The Permittee or their representative shall facilitate the passage of traffic through detours on Inyo County roadways. The Permittee or their representative shall be responsible for the setup and removal of all signs and barricades required for detours.

Signs, barricades, and/or cones for this special event may be obtained from the Inyo County Road Department if available. If not available, it is the Permittee responsibility to find the appropriate signage and equipment for the event. If County equipment is requested, the Permittee or their representative must, as a responsible party, sign a COUNTY LOAN AGREEMENT. Please contact **Danyel Dondero** at **(760) 937-5135** to make arrangements to pick up/deliver equipment a minimum of 10 days prior to your event.

Insurance Requirements for Special Event Permit

Permittee shall procure and maintain for the duration of the special event period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of the Permittee, his guests, agents, representatives, employees, or subcontractors. Insurance shall meet the minimum requirements stipulated.

GENERAL PROVISIONS

The Permittee shall indemnify and save harmless the County of Inyo and all officers, employees and agents thereof, including but not limited to the Director of Public Works and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the Permittee, persons employed by the Permittee, persons acting on behalf of the Permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the Permittee's part to perform his obligations, or resulting from defects or obstructions, or from any cause whatsoever arising during the progress of work, or other activity at any subsequent time being performed under the rights and obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The Permittee waives any and all rights to any type of implied indemnity against the County, its officers, employees or agents. It is the intent of the parties that the Permittee will indemnify and hold harmless the County, its officers, employees and agents from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the County, the Permittee, persons employed by the Permittee, or persons acting in behalf of the Permittee.

Acceptance of this permit constitutes an agreement by the Permittee to observe and comply with all of the general and special provisions on the face of the permit and its accompaniments.

This permit is null and void and hereby declared non-existent if the Permittee fails to adhere to all provisions stipulated herein.

This permit shall be void unless the work herein contemplated shall have been completed on or before **09/30/2025**

Inyo County Road Dept.

By *Jose Rodriguez*
Jose Rodriguez
Engineering Technician

cc: Road District #1



ROAD DEPARTMENT
P.O. DRAWER Q – 168 N. EDWARDS STREET
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

**COUNTY
OF
INYO**

Michael Errante, Public Works Director
Shannon Platt, Road Superintendent

(For County Use Only)
Permit #: SE25-12

Fee: N/A

Receipt: N/A

Issue Date: 7/31/2025

Expires: 9/30/2025

By: Jose Rodriguez

APPLICATION FOR A SPECIAL EVENT PERMIT

Bishop Paiute Tribe

Applicant/Permittee

50 Tu Su Lane

Address

Bishop, California 93514

City/State/Zip Code

July 31, 2025

Date

Charlene Keller or Ambrosia Stone

Contact Person

50 Tu Su Lane

Phone

charlene.keller@bishoppaiute.org

E-Mail

PARADE ☒

DANCE ☐

RACE ☐

OTHER ☐

DESCRIBE THE EVENT IN DETAIL. INCLUDE MAP OR DRAWING.

2025 California Indian Days Parade

NAME OF ROAD (S) OR INYO COUNTY PROPERTY: Starting Point – Yuhubi Nobi Gas Station
Parking Lot (180 See Vee Lane) to (left) Diaz Lane (left) to Barlow Lane ending Barlow Lane Gym (ROAD CLOSURE)

REQUESTED DATE (S) OF PERMIT: September 26, 2025

ROAD CLOSURE: YES ☒ NO ☐ HOURS: 7:00 am/pm to 12:00 am/pm on 9 / 26 / 25

TRAFFIC CONTROL NEEDED: YES ☐ NO ☒

(TRAFFIC CONTROL SHALL BE PROVIDED BY CHP OR INYO COUNTY SHERIFF)

SPECIAL CONDITIONS:

LIMITATION OF INYO COUNTY'S LIABILITY

The County of Inyo, its officers, agents and employees, including but not limited to the Director of Public Works, shall not be answerable, accountable or liable in any manner for injury to, or death of, any person resulting from activities conducted pursuant to this Permit, including but not limited to injuries to the permittee, persons employed by the permittee, persons acting on behalf of the permittee, or any other person, or for damage to property from any cause.

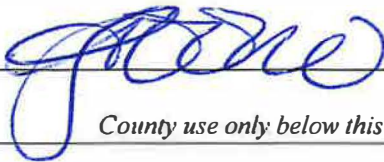
Permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgements, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the use of the facilities or the activities of Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees. Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Permittee's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of the Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable, except such loss or damage which is caused by the sole active negligence or willful misconduct of the County.

Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Permittee to procure and maintain a policy of insurance. Insurance Requirements are attached as Attachment 1.

ACKNOWLEDGMENT AND AGREEMENT OF PERMITTEE

Permittee has read and understands this permit application form and the terms and conditions herein and, as a condition of receiving the permit, agrees to the same.

PERMITTEE SIGNATURE: _____



DATE: 7-24-25

County use only below this line

INSURANCE APPROVED: YES (X) NO ()

ATTACHMENTS: _____

COPIES TO: _____

THIS PERMIT IS TO BE STRICTLY ENFORCED AND NO OTHER ENCROACHMENT OTHER THAN THAT SPECIFICALLY MENTIONED ABOVE IS AUTHORIZED.

APPROVED BY: _____



DATE: 7/31/2025

PERMIT NUMBER SE25-12

PROCEDURE FOR OBTAINING A PERMIT TO HOLD PUBLIC EVENT ON COUNTY ROADS OR PROPERTIES UNDER COUNTY JURISDICTION

Obtain an "**Application for Special Event Permit**" form from the Inyo County Department of Public Works.

Return the permit application, properly filled out, with event location and limits clearly defined. A sketch map, of a quality that is reproducible and showing all of the facilities, roads and/or properties to be involved in the event is required, if applicable. Event duration and time of start and finish must be stated, as well as, date of event.

A parade permit shall be obtained from the State (Caltrans) permit engineer if applicable.

The permit application should be returned to the County Department of Public Works, Independence at least thirty (30) days prior to the event date. The Department of Public Works must have time to prepare the permit and get it into the hands of the Permittee, the Highway Patrol, Inyo County Sheriff's Office, the Fire Department and all other agencies concerned.

Your permit when received has instructions that must be followed. The County is in no way obligated to take part in the preparations or clean-up of the event. An assist may be procured from the County or State for providing signs and barricades.

Notification of request for County signs, barricades, and/or cones for special event must be 10 days in advance. If County equipment is requested there must be an event responsible party that can sign a COUNTY LOAN AGREEMENT. Please contact Travis Dean at 760-878-0203 to make arrangements to pick up/deliver equipment and sign the loan agreement. If you cannot reach Travis Dean please contact the Road Superintendent Shannon Platt at 760-873-4733 or 760-937-5136.

Your local California Highway Patrol, Sheriff's Department, County and State road maintenance foremen and Fire Department must all be notified of your permit and the event program. Their cooperation in advising you of all requirements and assists can be expected and should be asked.

The County provides copies of the permit to the departments concerned as a courtesy. This does not relieve the Permittee of notifying the agencies listed.

Insurance Requirements for Special Event Permit

Permittee shall procure and maintain for the duration of the special event period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of the Permittee, his guests, agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Form CG 00 01, covering **Commercial General Liability** (CGL) on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of liability arising out of the use of the facility, including work or operations performed by or on behalf of the Permittee and materials, parts, or equipment furnished in connection with such work or operations.
2. For any claims related to this project, the **Permittee's insurance coverage shall be primary** insurance as respects the ENTITY and any insurance or self-insurance maintained by the ENTITY shall be excess of the Permittee's insurance and shall not contribute with it.
3. The Insurance Company agrees to **waive all rights of subrogation** against the ENTITY for losses paid under the terms of any policy covering the facility use or any activities of the Permittee, his guests, agents, representatives, employees or subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Permittee shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity *at least five days* before Permittee commences activities.

Liquor Liability

If Permittee will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Permittee is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Permittee intends to sell alcohol either the Permittee or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Homeowners Insurance

In some cases the Permittee's homeowner's liability insurance may provide coverage sufficient to meet these requirements. Permittee should provide these requirements to his or her agent to confirm and provide verification to the Entity.

Special Events Coverage

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Permittee can obtain additional information and cost from Entity.

Special Risks or Circumstances

Entity reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.



Michael Errante, Public Works Director
Shannon Platt, Road Superintendent

ROAD DEPARTMENT
168 N. EDWARDS ST. - P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

**COUNTY
OF
INYO**

COUNTY OF INYO LOAN AGREEMENT

LOANEE:	Bishop Paiute Tribe	ORGANIZATION:	Bishop Paiute Tribe
Address:	50 Tu Su Lane -- Bishop, CA 93514		Phone: 760-873-3584

The **Loanee** has received, as a loan from the Inyo County Road Department, the following items:


QTY.	Item Description
30	28" Traffic Cones
10	30" Aluminum Signs

QTY.	Item Description

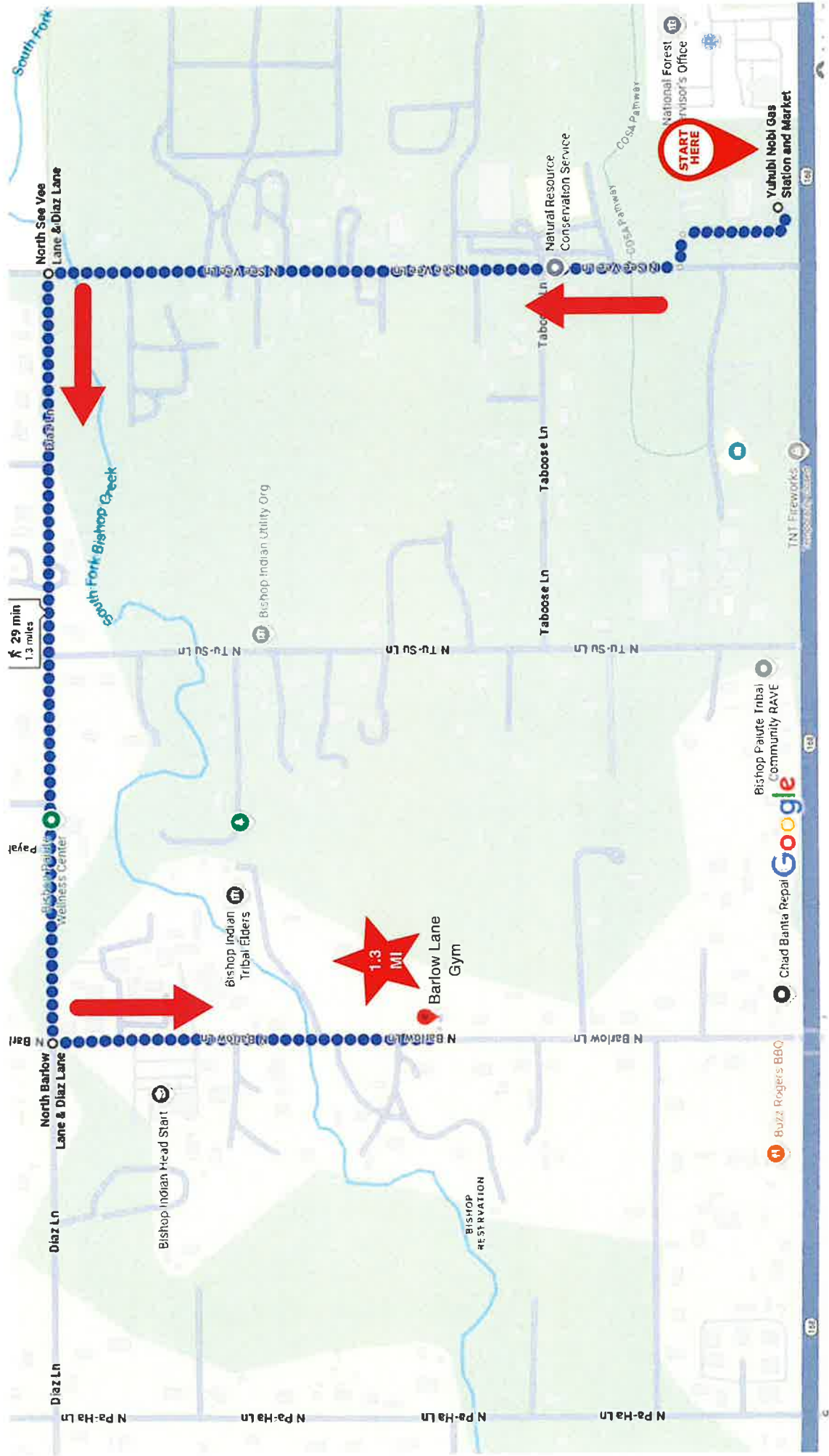
The Loanee accepts full responsibility for the maintenance of this equipment during the loan period. The Loanee agrees to pay to the Inyo County Road Department the full replacement cost at new equipment prices for any equipment lost, stolen or damaged beyond repair during the time of the loan period or replace any lost, stolen, or damaged beyond repair equipment with equal or better equipment that is acceptable to the Inyo County Road Department.

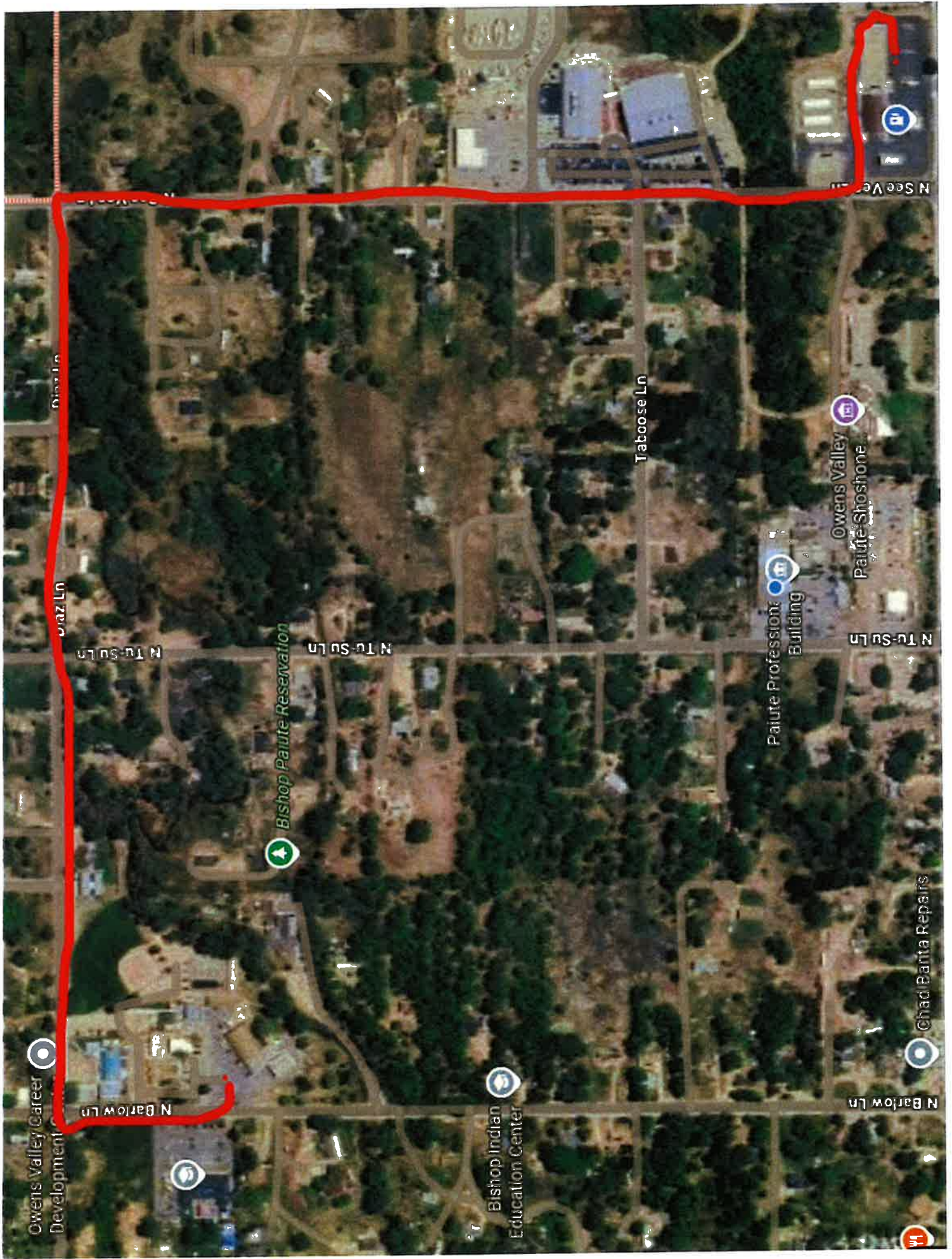
The Loanee accepts full responsibility for any liability incurred from the use or misuse of this equipment and hold harmless the County of Inyo for any liability incurred from the use or misuse of this equipment.

The Loanee agrees to return to the Inyo County Road Department any or all loaned equipment within the time specified below. All loaned equipment will be returned in the same condition as received by Loanee from the Inyo County Road Department.

Loanee Signature:		Date:	7-24-25		
Requested Issue Date:		Issue Date:	<small>To be completed by Road Dept.</small>	Condition:	<small>To be completed by Road Dept.</small>
Received By:	<small>To be completed by Road Dept.</small>	Replacement Cost:	<small>To be completed by Road Dept.</small>		
Date to be Returned:	<small>To be completed by Road Dept.</small>	Per:	<small>To be completed by Road Dept.</small>	Balance Due:	<small>To be completed by Road Dept.</small>

Loan Agreement must be submitted at least 10 DAYS in advance of Requested Issue Date.







INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 2, 2025

Reference ID:
2025-580

FY 2025-2026 Bureau of Justice Assistance Equipment and Training Program Grant

Sheriff

ACTION REQUIRED

ITEM SUBMITTED BY

Lindsey Stine, Community Relations Liaison

ITEM PRESENTED BY

Lindsey Stine, Community Relations Liaison

RECOMMENDED ACTION:

Authorize the submittal of the Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant Program for Fiscal Year 2025-2026, contingent upon the Board's approval of the budget.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Edward Byrne Memorial Justice Assistance Grant (JAG) is a federal formula grant program administered by the Bureau of Justice Assistance (BJA). It provides funding to states, territories, tribes, and local governments to support a wide range of criminal justice activities, including equipment purchases and officer training. Funding is based on a formula that considers population and violent crime rates. Eligible focus areas include law enforcement, prosecution, courts, corrections, mental health, and community-based programs.

JAG funding can be used for a variety of criminal justice purposes, especially:

- Equipment – radios, body cameras, technology upgrades, duty gear, safety/wellness tools, and patrol gear.
- Training – including crisis intervention, de-escalation techniques, officer wellness, simulation-based training, and reentry programs.

This funding will allow our agency to enhance public safety through the purchase of updated protective gear and training for effective crisis response. JAG funds will support a comprehensive equipment and training strategy focused on improving service delivery and community trust. No match is required by the County.

FISCAL IMPACT:

Funding Source	Grant Funded Edward Byrne Memorial Justice Assistance Grant Program FY25-26	Budget Unit	TBD
Budgeted?	No	Object Code	TBD
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$14,578.00 for the period between Oct 1, 2025, and Sept 30, 2026.

Future Fiscal Year Impacts

Up to \$14,578.00 for the period between October 1, 2025, and Sept 30, 2026, contingent upon the Board's approval of the FY 2025-2026 Budget.

Additional Information

Grant funds have not yet been awarded, and no equipment or training has been purchased or completed. The project remains pending until funding is secured after the submission of the grant application. It is a one-time funding. No match is required by the County.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could not approve the grant. This alternative is not recommended as the awarded funds will assist in the efforts of law enforcement equipment and necessary training.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services I Public Safety and Emergency Response

APPROVALS:

Lindsey Stine	Created/Initiated - 08/05/2025
Darcy Israel	Approved - 08/05/2025
Keri Oney	Approved - 08/05/2025
John Vallejo	Approved - 08/06/2025
Amy Shepherd	Approved - 08/26/2025
Nate Greenberg	Approved - 08/26/2025
Stephanie Rennie	Final Approval - 08/26/2025

ATTACHMENTS:

1. Request for Applications
2. Funds Available by County

**Edward Byrne Memorial Justice
Assistance Grant Program (JAG)**
JAG Equipment and Training Program

**NON-COMPETITIVE
Request for Applications (RFA)**

Eligible Applicants: California Counties



Grant Period: October 1, 2025 to September 30, 2026

RFA Released: July 18, 2025

Applications Due: September 8, 2025

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CONFIDENTIALITY NOTICE:

All documents submitted as a part of the Edward Byrne Memorial Justice Assistance Grant application are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this application. (Gov. Code, §§ 7920.000 et seq.)

PART I: GRANT INFORMATION

Questions about the Grant?

This Request for Applications (RFA) provides the information necessary to submit an application to the Board of State and Community Corrections (BSCC) for grant funds available to all California counties on a non-competitive basis through the federal Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

The BSCC staff cannot assist the applicant or its partners with the preparation of an application. Any technical questions concerning the RFA, the application process, or programmatic issues must be submitted by email to: JAG@bscc.ca.gov

The BSCC will accept and respond to written questions about this RFA through September 8, 2025. A Frequently Asked Questions (FAQs) document will be posted to the BSCC website on the [JAG homepage](#) and updated periodically through September 8, 2025.

Background and Purpose of the Grant

The BSCC is the designated State Administering Agency for the JAG Program, which is federally funded through the Bureau of Justice Assistance (BJA). The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions.

While the BSCC administers the JAG Program as a competitive grant program every 2-3 years, the JAG Equipment and Training Program is a separate and distinct, one-time allocation funding opportunity. **The JAG Equipment and Training Program RFA offers funding to all California counties through a non-competitive, population-based formula.**

Please note that the spending authority associated with these funds has a very limited window, and, therefore, these funds must be used for expenditures and purchases that can be executed quickly within the scope of the JAG Program Purpose Areas (PPA).

Specifically, funds awarded through this RFA may only be used for the following:

- 1) The purchase of **equipment and supplies** related to one or more of the JAG Program PPAs specified in this RFA, and/or
- 2) **Training Initiatives** related to one or more of the JAG PPAs specified in this RFA.

Additional information about California's JAG PPAs is provided on page 7.

Federal Requirements

The JAG Program is authorized by Title I of Public Law No. 90-351 (generally codified at [34 U.S.C. 10151-10726](#)), including subpart 1 of part E (codified at [34 U.S.C. 10151- 10158](#)); see also [28 U.S.C. 530C \(a\)](#). If selected for funding, in addition to implementing the funded project consistent with the Office of Justice Programs (OJP) approved application, grantees must comply with all award requirements (including all award conditions), and applicable federal statutes and regulations.

Application Due Date and Submission Instructions

Application Submission Process

The JAG Equipment and Training Program RFA Package is available through an online portal called Submittable. Applicants must submit applications through the BSCC Submittable Application Portal by **3:00 p.m. (PST) on Monday, September 8, 2025**, at which time the portal will close and no longer accept applications.

Be advised that completing the application and uploading the required documents into the Submittable portal may take a significant amount of time. Please allow sufficient time to begin and submit your application. If the BSCC does not receive a submission by **3:00 p.m. (PST) on September 8, 2025**, the application will **not be considered for funding**. Applicants are strongly advised to submit applications in advance of the due date and time to avoid disqualification.

Submission Instructions

This RFA contains all the necessary information to successfully complete and submit an application for the JAG Equipment and Training Program.

Applications for the JAG Equipment and Training Program must be submitted through the BSCC Submittable Application portal. A link to the BSCC Submittable Application portal, the JAG Equipment and Training Program RFA, and all required attachments are available on the BSCC's website on the [JAG homepage](#). Once there, the JAG RFA is accessible by clicking the "Click here to Submit; Powered by Submittable" button. You will be prompted to create a free Submittable account and login (or sign into an existing account) prior to accessing the online RFA. After an account is established, applicants may proceed with the submission process. As part of the online BSCC Submittable process, applicants will be required to upload a completed Budget Attachment (Project Budget Table and Budget Narrative).

Note: You must click the "Save Draft" button at the end of the application page to save any updates and/or changes you have made to your application prior to applying, each time you log in to your application. In addition, most of the fields within the RFA require information to be entered. The system will not allow application submission if all mandatory fields are not completed. Once you have successfully submitted the application through the BSCC Submittable portal, you will receive an email acknowledging your application has been received.

Having Technical Issues?

If you experience technical difficulties with submitting your application through the Submittable portal, you should submit a Help Ticket through [Submittable](#), as the BSCC does not control that site. Please also email the BSCC at JAG@bscc.ca.gov and/or call the BSCC main line at (916) 445-5073 and ask to speak to someone about the JAG Program. Be advised that applicants contacting Submittable and/or the BSCC on the due date may not receive timely responses.

IMPORTANT: Do not wait until the last minute to submit your application. Please allow sufficient time for Submittable and BSCC to provide technical assistance.

Want to Learn More About the JAG Equipment and Training Grant?

Prospective applicants are invited, but not required, to attend a virtual [Grant Applicant Information Session](#). The purpose of this Information Session is to answer technical questions from prospective applicants and provide clarity on RFA instructions. Details are listed below:

JAG Equipment and Training RFA Virtual Grant Applicant Information Session

***Thursday, August 7, 2025
at 1:30 P.M.***

[Join Zoom Here](#)

Or

Call In:

1-669-444-9171

Meeting ID: 861 2577 2976

Passcode: 296647

Eligibility to Apply

Eligibility for JAG Equipment and Training funding is limited to California counties. County applications must be approved by the Board of Supervisors or the Chief County Administrative Officer. Eligible applicants **may not** submit more than one (1) proposal for funding consideration.

To be considered for approval, the completion and submission of the application must be authorized by an individual vested with the authority to enter into an agreement on behalf of the applicant county. Any staff member with a Submittable account can upload the application into the BSCC Submittable Application Portal. However, the system will ask for the address, email, phone number, name, and title of the “Authorized Officer.” By completing this information, the applicant confirms that their Authorized Officer has read and understood the acknowledgement and has authorized the application, and has authorized the application and its submission.

Eligible applicants may not submit more than one proposal for funding consideration. Counties that currently have a JAG grant are eligible to apply for this RFA.

Lead Public Agency

All applicants are required to designate a Lead Public Agency (LPA) to serve as the coordinator for all grant activities. The LPA must be a governmental agency with local authority within the

applicant county. The applicant may choose to fill the role of LPA itself, or it may designate a department, agency, or office under its jurisdiction to serve as the LPA.

The role of the LPA is to coordinate with local government agencies and non-governmental organizations, as necessary, to ensure successful implementation of the grant program. The LPA is responsible for data collection and management, invoices, meeting coordination (virtual and/or in-person) and will serve as the primary point of contact with the BSCC.

Grant Period

The period to spend the funding available through this JAG Equipment and Training RFA is limited. Counties that apply for this non-competitive funding will be under grant agreement with the BSCC for one year, from **October 1, 2025 through September 30, 2026**.

Grant Agreements are not fully executed until they are signed by both the Grantee and the BSCC, and all required attachments including documentation of signing authority, have been received by the BSCC. All grant-related expenditures must be made within the 12-month grant term period. Counties are expected to work closely with the BSCC to spend grant funds expeditiously within the requirements of this RFA.

Project Description

Activities Eligible for Funding

JAG Equipment and Training Program funds may only be used for the following:

- 1. Equipment/fixed assets and supplies**, and/or
- 2. Training initiatives.**

All expenditures made as a part of this grant must be related to one or more of the JAG Program Purpose Areas (PPAs) and corresponding Priority Areas of Need, as shown below in Table 1.

Examples of eligible expenditures are provided for each of the PPA in the table below.

Applicants may request funds to support *new or existing* activities, strategies, or programs (without supplanting funds - see supplanting definition in the **General Grant Requirements** section below).

Please see **Appendix A: Glossary of Terms and Resources** for definitions of equipment/fixed assets, supplies, and training expenditures.

Note: Grantees may budget for indirect costs. See **Attachment A: Project Budget** for more details regarding indirect cost rates.

Table 1. JAG Program Purpose Areas (PPAs) and Priority Areas of Need

Reminder: All grant expenditures must have a connection to one or more PPA and Priority Area of Need.

JAG PPA 1: Law enforcement programs	
Priority Areas of Need:	<ul style="list-style-type: none"> • Violent crime reduction initiatives • Drug enforcement • Crisis intervention/mental health/suicide prevention • Pre-arrest diversion • Mental health training for law enforcement
Examples of eligible expenditures:	<ul style="list-style-type: none"> • <i>Safety equipment for enforcement task forces</i> • <i>Crisis intervention training for patrol or corrections staff</i> • <i>Safety and response equipment for personnel</i>
JAG PPA 2: Prosecution and court programs	
Priority Areas of Need:	<ul style="list-style-type: none"> • Problem solving courts (e.g., mental health, veterans, drug, reentry) • Gun/gang prosecution • Violent crime prosecution and defense • Innovations in indigent defense • Mental health liaisons
Examples of eligible expenditures:	<ul style="list-style-type: none"> • <i>Case management systems/software</i> • <i>Training for attorneys or mental health liaisons</i>
JAG PPA 3: Prevention and education programs	
Priority Areas of Need:	<ul style="list-style-type: none"> • School violence • At-risk youth • Mental health education
Examples of eligible expenditures:	<ul style="list-style-type: none"> • <i>Job-specific training and certification programs</i> • <i>Safety and response equipment for School Resource Officers</i> • <i>Supplies or curriculum for training programs</i>
JAG PPA 5: Drug treatment and enforcement programs	
Priority Areas of Need:	<ul style="list-style-type: none"> • Co-occurring treatment (e.g., substance use and mental illness or other chronic health conditions) • Community-based substance use residential treatment • Community-based substance use outpatient treatment
Examples of eligible expenditures:	<ul style="list-style-type: none"> • <i>Case management systems/software</i> • <i>Substance use disorder treatment curriculum</i> • <i>Training for community-based treatment providers</i> • <i>Office furniture, supplies for community-based treatment providers.</i>

JAG PPA 8: Mental health programs and related law enforcement and corrections programs	
Priority Areas of Need:	<ul style="list-style-type: none"> • Crisis intervention teams • Co-responder initiatives (law enforcement and mental health clinicians working together to respond to calls for service involving a person experiencing a behavioral health crisis) • Residential in-patient behavioral health treatment programs • General mental health services
Examples of eligible expenditures:	<ul style="list-style-type: none"> • <i>Case management systems/software</i> • <i>Safety equipment</i> • <i>Mobile data devices for crisis intervention or co-responder teams</i> • <i>Training for mental health and/or law enforcement personnel</i> • <i>Police Cruisers dedicated to co-responder teams</i>

JAG Funding Prohibitions

The JAG statute, [34 U.S.C. § 10152\(d\)](#), specifically identifies a list of prohibited items. JAG funds provided under this part may NOT be used, directly or indirectly, for any of the items listed in the Bureau of Justice Assistance JAG [Prohibited and Controlled Equipment Guidance for Awards Made During or After \(federal\) Fiscal Year 2023](#).

Additionally, specific to this RFA, JAG funds may not be used to pay for any of the following items:

- Personnel (Personnel expenses are not allowable unless classified as Training Expenses as defined in Appendix A: Glossary of Terms and Resources or as part of an indirect cost calculation)
- Construction / Renovation
- Prizes, rewards, entertainment, trinkets (or any type of monetary incentive)
- Client stipends
- Gift cards
- Food and beverages
- Supplanting state or local funds
- Participant support items

Eligible Grant Expenditures that Require Special Approval Post Grant Award

Once a Grant Agreement is executed, grantees must obtain explicit prior written approval from the BSCC for the purchase of any of the items listed below, *even if these items were included in the proposed budget*. Please refer to the [BSCC Grant Administration Guide](#), pages 28 - 35 for more information.

- Out of State Travel: page 27
- Equipment/Fixed Assets (Items Costing \$3,500 or more per unit): pages 33-35
- Hosting Training Events (see Appendix A: Glossary of Terms below for more detail)

Grantees will be required to maintain and provide detailed documentation for any travel and equipment/fixed assets purchased with grant funds. Discretion for final approval of any purchases under this section lies with the BSCC. Purchases should not be made until the BSCC

approves the written request. The BSCC shall not be obligated to reimburse purchases made with JAG grant funds without prior approval.

For information on eligible and ineligible costs, refer to the [BSCC Grant Administration Guide](#), found on the [BSCC Correction Planning and Grant Programs](#) website.

Funding Information

There is approximately \$30,650,563 available through this RFA. Funding will be allocated to counties based on county population* as shown in Table 2 below. **This is a non-competitive, one-time grant.** Applicants may apply for any dollar amount up to and including the available amount allocated to their county.

If funds remain unallocated after all awards have been made, BSCC may distribute the unallocated funds among grant awardees.

Table 2. Amount of Funding Available to each County

County (in alpha order)	2024 Estimated Population	Percent of Total CA Population	JAG Funding Available (Non-Competitive)
Alameda	1,644,569	4.2%	\$1,285,947
Alpine	1,163	0.003%	\$10,000*
Amador	39,893	0.102%	\$31,194
Butte	206,194	0.5%	\$161,230
Calaveras	44,436	0.113%	\$34,746
Colusa	22,016	0.056%	\$17,215
Contra Costa	1,148,324	2.9%	\$897,915
Del Norte	26,607	0.068%	\$20,805
El Dorado	189,079	0.483%	\$147,848
Fresno	1,019,566	2.6%	\$797,235
Glenn	28,711	0.073%	\$22,450
Humboldt	133,359	0.340%	\$104,278
Imperial	183,812	0.469%	\$143,729
Inyo	18,644	0.048%	\$14,578
Kern	911,180	2.3%	\$712,484
Kings	152,833	0.390%	\$119,506
Lake	66,918	0.171%	\$52,326
Lassen	28,027	0.072%	\$21,915
Los Angeles	9,822,800	25.1%	\$7,680,798
Madera	160,788	0.410%	\$125,726
Marin	252,899	0.6%	\$197,751
Mariposa	16,798	0.043%	\$13,135
Mendocino	89,389	0.228%	\$69,896
Merced	290,346	0.7%	\$227,032

County (in alpha order)	2024 Estimated Population	Percent of Total CA Population	JAG Funding Available (Non-Competitive)
Modoc	8,495	0.022%	\$10,000*
Mono	12,882	0.033%	\$10,073
Monterey	436,308	1.1%	\$341,165
Napa	134,913	0.344%	\$105,493
Nevada	100,363	0.256%	\$78,477
Orange	3,150,716	8.0%	\$2,463,657
Placer	416,014	1.1%	\$325,296
Plumas	18,841	0.048%	\$14,732
Riverside	2,455,509	6.3%	\$1,920,050
Sacramento	1,583,935	4.0%	\$1,238,535
San Benito	65,798	0.168%	\$51,450
San Bernardino	2,184,474	5.6%	\$1,708,118
San Diego	3,297,545	8.4%	\$2,578,468
San Francisco	837,165	2.1%	\$654,609
San Joaquin	795,790	2.0%	\$622,257
San Luis Obispo	278,076	0.7%	\$217,438
San Mateo	740,468	1.9%	\$578,998
Santa Barbara	442,648	1.1%	\$346,122
Santa Clara	1,904,477	4.9%	\$1,489,178
Santa Cruz	262,862	0.7%	\$205,541
Shasta	179,723	0.459%	\$140,532
Sierra	3,132	0.008%	\$10,000*
Siskiyou	42,882	0.109%	\$33,531
Solano	447,028	1.1%	\$349,547
Sonoma	479,237	1.2%	\$374,733
Stanislaus	550,680	1.4%	\$430,596
Sutter	100,071	0.255%	\$78,249
Tehama	64,648	0.165%	\$50,551
Trinity	15,807	0.040%	\$12,360
Tulare	480,564	1.2%	\$375,770
Tuolumne	53,004	0.135%	\$41,446
Ventura	824,051	2.1%	\$644,355
Yolo	222,326	0.6%	\$173,845
Yuba	83,959	0.214%	\$65,651
Total	39,172,742	100.00%	\$30,650,563

*Counties that would have been allocated less than \$10,000 based on the population-based distribution of funds have been allocated a flat amount of \$10,000.

Source: California Department of Finance, Population Estimates, April 2025

No Match Requirement

There is no match requirement for the JAG Grant.

Data Collection and Reporting Requirements

Performance Management Tool (PMT)

The Bureau of Justice Assistance requires projects selected for funding to submit quarterly data into the federal Performance Management Tool (PMT) system. Federal reporting requirements for the PMT can be found on the BSCC's [JAG homepage](#). More detailed information and evaluation-related resources will be made available to grantees after awards are made.

Additional BSCC Grant Requirements

BSCC Grant Agreement

Applicants approved for funding by the BSCC Board are required to enter into a Grant Agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement. A sample BSCC Grant Agreement can be found on the BSCC's [JAG homepage](#).

Grant Agreements are considered fully executed only after they are signed by both the Grantee and the BSCC, and the BSCC is in receipt of all required attachments, including documentation of signing authority. Applicants are advised that any work, services, and encumbrances incurred after the start date, but prior to execution of the Grant Agreement may not be eligible for reimbursement and are undertaken at the applicant's own's risk.

Please note: The BSCC may elect not to enter into a Grant Agreement with your organization if any of the following are true:

- Your organization had a BSCC grant terminated in the past three years.
- Your organization has overdue deliverables from a past or current grant that have not been submitted (e.g., Final Local Evaluation Report, Quarterly Progress Reports, invoices, etc.).
- Your organization has unpaid financial obligations due to the BSCC.

Signing Authority

Before the grant award can be finalized and funds awarded, applicants must provide evidence that the person signing the grant agreement has signing authority, which may include local ordinances or a board resolution conferring authority to the signatory.

This documentation is not required at the time of application submittal, but applicants are advised that the grant agreement will not be fully executed, nor will any financial invoices be processed for reimbursement until the required documentation has been received by the BSCC. A sample Governing Board Resolution is provided in **Appendix B**.

Federal Award Conditions

The JAG Program is authorized by Title I of Public Law No. 90-351 (generally codified at [34 U.S.C. 10151-10726](#)), including subpart 1 of part E (codified at [34 U.S.C. 10151-10158](#)); see also [28 U.S.C. 530C \(a\)](#). If selected for funding, in addition to implementing the funded project consistent with the Office of Justice Programs (OJP) approved application, grantees must comply with all award requirements (including all award conditions), and applicable federal statutes and regulations.

Please refer to the Sample Grant Agreement (available on the BSCC [JAG homepage](#)) at the to review the Federal Fiscal Year 2022, and 2023 federal award conditions. Federal conditions are subject to change with subsequent funding years.

Supplanting

Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes. Supplanting is strictly prohibited for all BSCC grants. JAG funds shall be used to support new program activities or to augment or expand existing program activities but shall not be used to replace existing funds.

It is the responsibility of the Grantee to ensure that supplanting does not occur. The Grantee must keep clear and detailed financial records to show that grant funds are used only for allowable costs and activities.

Audit Requirements

BSCC grantees are required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the grant cycle (unless exempted as described below). Audit reports must be submitted to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier. A grantee that willfully fails to submit an audit as required may be deemed ineligible for future BSCC grant funds pending compliance with the audit requirements of this grant.

The Grantee must provide to the BSCC copies of reports generated from either:

- The Annual City/County Single Audit (as submitted to the State Controller's Office), or
- A project-specific audit.

The audit reports must cover the entire grant period. BSCC reserves the right to call for a program or financial audit at any time between the execution of the contract and three years following the end of the grant period. Grantees, subgrantees, and subcontractors are responsible for maintaining all invoices, records, and relevant documentation for at least three (3) years after the final payment under the Grant Agreement.

Any grantee that does not expend \$1,000,000 or more in total federal awards during the fiscal year is exempt from this audit requirement for the fiscal year. However, grantees must keep and maintain the grant records and make them available for review or audit by appropriate officials of the Federal agency, pass-through agency (i.e., the Board of State and Community Corrections) and Governmental Accountability Office.

Travel

Travel is usually warranted when personal contact by project staff is the most appropriate method of conducting project-related business. Travel to and from training conferences may also be allowed. The most economical method of transportation, in terms of direct expenses to the project and the employee's time away from the project, must be used. Projects are required to include sufficient per diem and travel allocations for project-related personnel, as outlined in the Grant Award, to attend any mandated BSCC training conferences or workshops outlined in the terms of the program.

Units of Government

Units of government may follow either their own written travel and per diem policy or the State's policy. Units of government that plan to use cars from a state, county, city, district carpool, or garage may budget either the mileage rate established by the carpool or garage, or the state mileage rate, not to exceed the loaning agency rate.

Out-of-State Travel

Out-of-state travel is restricted and only allowed in exceptional situations. Even if previously authorized in the Grant Award, grantees must submit to the BSCC a separate formal request (on grantee letterhead) for approval that includes a detailed justification and budget information. Grantees must receive written approval from BSCC prior to incurring expenses for out-of-state travel.

Debarment, Fraud, Theft, or Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

- debarred by any federal, state, or local government entities during the period of debarment; or
- convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, State, or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

Prior to execution of the grant agreement, grantees will be required to complete **Appendix C** certifying that they are in compliance with the BSCC's policies on debarment, fraud, theft, and embezzlement.

Program Monitoring / Site Visits

The BSCC staff reserves the right to conduct a monitoring visit to assess whether a county is in compliance with grant requirements and making progress toward grant objectives. As needed, monitoring visits may also occur to provide technical assistance on fiscal, programmatic, evaluative, and administrative requirements. For your reference, a Comprehensive Monitoring Visit checklist can be found on the Corrections Planning and Grants Program [website](#).

Grantee Orientation Process

Following the start of the grant period, BSCC staff will conduct a Virtual Grantee Orientation (October or November 2025, date to be determined). The purpose of this mandatory session is to review the program requirements, invoicing and budget modification processes, data collection and reporting requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, and Day-to-Day Contact must attend. Grantees are also strongly encouraged to include the individual tasked with Data Collection and Evaluation. Award recipients will be provided with additional details regarding the Grantee Orientation.

Overview of the RFA Process

Confirmation of Receipt of Application

Upon submission of an application, applicants will receive a confirmation email generated by the Submittable Application portal stating that the application has been received.

Review Process

BSCC staff will review each application for compliance with the criteria in this RFA. Because this is a non-competitive grant, the BSCC will work with applicants if adjustments are needed in order to come into compliance with grant requirements.

Key Dates

The following table shows an estimated timeline of key dates related to the JAG Equipment and Training Program.

Activity	Date
Release Request for Application	July 18, 2025
Grant Information Session (via Zoom) for Prospective Applicants	August 7, 2025
Applications Due to the BSCC	September 8, 2025
Application Review	September 2025
Grant Period Begins	October 1, 2025
Mandatory New Grantee Orientation	October or November 2025 (TBD)
Grant Period Ends	September 30, 2026

PART II: Application Instructions

This section contains the necessary information for completing the JAG Equipment and Training Program Application. A link to the RFA and all required attachments are provided on the BSCC's website on the [JAG homepage](#).

Completing the Application and Budget

Applicants will complete the Application by accessing the BSCC Submittable Application Portal (see Submission Instructions on page 4) and responding to a series of prompts, including contact information for key grant contacts.

Project Narrative

All applicants are required to complete a Project Narrative inside the Submittable Application Portal.

The BSCC Submittable Application Portal includes an automatically enabled character counter. This feature shows the number of characters used and the remaining number of characters before the limit is met. If the limit is exceeded, a red prompt will appear with the message "**You have exceeded the character limit**".

The Project Narrative cannot exceed 6,692 total characters, which is the equivalent to three (3) typed pages in Arial 12-point font with one-inch margins on all four sides and 1.5 line spacing. It is recommended that applicants compose the Project Narrative in a Word document and then cut and paste the text into the Submittable Application Portal.

The Project Narrative should address the following in a cohesive, comprehensive, and concise format:

1. Identify and describe the need(s) to be addressed, the process used to determine the need(s) and how the need(s) are related to the identified JAG Program Purpose Areas and Priority Areas of Need.
2. For each PPA and Priority Area of Need identified:
 - a. Describe the equipment and supplies to be purchased and explain how those purchases will support that PPA and Priority Area of Need, and/or
 - b. Describe the training that will be offered and how it will support that PPA and Priority Area of Need.

Project Budget Attachment

Applicants must also complete and upload a Project Budget Attachment (see Attachment A) in the identified field in the BSCC Submittable Application Portal at the time of submission.

The Budget Attachment must be submitted on the template provided by BSCC, found on the [JAG homepage](#). **Do not use your own format.**

The budget submitted with the application must:

- Identify and name each planned expenditure.
- Include relevant calculations behind each expenditure (e.g., price and number of equipment or supplies, price of training and number of individuals to attend, etc.)
- Include a narrative description and/or brief explanation justifying each expenditure in terms of how it will be used.
- Ensure expenses are appropriate for the grant's intent.
- Not include any unallowable expenses (see page 8).

Generally, once an award is approved by the Board, the proposed budget becomes the approved grant budget and will be incorporated in the Standard Grant Agreement. However, applicants should be aware that budgets will be subject to review and approval by the BSCC staff to ensure all proposed costs listed within the budget narrative are allowable and eligible for reimbursement. In these situations, the revised grant budget will be used for the Grant Agreement.

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Attachment. Detailed instructions for completing the Budget Attachment are listed on the Instructions tab of the Excel workbook. All project costs must be directly related to the objectives and activities of the project. The budget must cover the entire grant period.

For additional guidance related to grant budgets, refer to the [BSCC Grant Administration Guide](#).

PART III: Appendices and Attachment

This section includes the following appendices and one attachment:

- **Appendix A:** Glossary of Terms and Resources *(for reference only)*
- **Appendix B:** Governing Board Resolution or Other Proof of Signing Authority *(not required at time of application, but must be submitted prior to contract execution)*
- **Appendix C:** Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement *(not required at time of application, but must be submitted prior to contract execution)*
- **Attachment A:** JAG Project Budget Attachment **(REQUIRED)**

Appendix A: Glossary of Terms and Resources

Key Terms

Below are definitions and descriptors for key terms that are referenced throughout this RFA.

1. Equipment/Fixed Assets: Equipment and fixed assets are nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$3,500 or more per unit (including tax and installation). If equipment is purchased as a complete package (i.e., computer, monitor, modem, software, etc.), the total package cost, not the unit cost, would determine if it qualifies under the equipment category.

Note: The term “personal property” in the definitions of **Equipment/Fixed Assets** and **Supplies** above refers to property that is not “real property.” Expenses for real property, including land, improvements, structures and their attachments, and structural improvements and alterations are **not allowable expenditures** under the JAG Equipment and Training Program.

2. Supplies: Supplies are any personal property that does not meet the definition of Equipment/Fixed Assets.

3. Training Expenses: Training expenses are costs incurred for agency staff to attend approved training programs. This includes registration fees, travel expenses, and paid overtime to attend training. This category may also cover costs incurred for the agency to host training events. See special note below.

Note: Grantees must obtain explicit prior written approval from the BSCC any expense related to hosting training events, **even if these items were included in the original application’s proposed budget**. In their request, grantees must ensure compliance with the food/beverage, meeting room/audio-visual, logistical planner, and programmatic planner limitations and cost thresholds established in the *U.S. Department of Justice Grants Financial Guide* (Section 3.10, starting on Page 66) available at: <https://www.ojp.gov/funding/financialguidedojo/overview>

Appendix B: Sample Governing Board Resolution

NOT REQUIRED AT TIME OF SUBMISSION

Instructions: Before the grant award can be finalized and funds awarded, applicants must provide evidence that the person signing the grant agreement has signing authority, which may include local ordinances or a board resolution conferring authority to the signatory.

Below is a sample of a Governing Board resolution.

SAMPLE GOVERNING BOARD RESOLUTION

WHEREAS the **(insert name of Applicant Agency)** desires to participate in the 2025 Edward Byrne Memorial Justice Assistance Grant Equipment and Training Program administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

NOW, THEREFORE, BE IT RESOLVED that the **(insert title of designated official)** be authorized on behalf of the **(insert name of Governing Board)** to submit the grant application for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

Passed, approved, and adopted by the **(insert name of Governing Board)** in a meeting thereof held on **(insert date)** by the following:

Ayes:

Noes:

Absent:

Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

Appendix C: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

NOT REQUIRED AT TIME OF SUBMISSION

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state, or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

☐ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

☐ I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

☐ I/We will hold subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (verified e-signature is acceptable) X			DATE

Attachment A: Project Budget

Required Attachment: Applicants will be prompted to upload this document from the BSCC [JAG website](#) to the BSCC Submittable Application Portal. Do not use this version.

Instructions for How to Complete the Budget Attachment

This Budget Attachment is included in the official application and upon submission will be rated as such per the requirements set forth in the Request for Applications (RFA). Applicants are solely responsible for the accuracy and completeness of the information entered into this budget workbook.

- ▶ Enter the name of the Applicant at the top of the Project Budget worksheet in cell D3.
 - ▶ The maximum amount a county may apply for is determined by formula. Please see the list in the Funding Available By County tab on this spreadsheet. (The list can also be found on Page 9 of the RFA)
- Applicants are encouraged to request only the amount of funds needed to support their proposal and the amount that can be justified with supporting documentation/information. All Applicants must build their proposal, objectives, activities, timelines, and budget information for all of the purchase period ending September 30, 2026.
- ▶ Request funds in whole dollars only. Do not use decimals.
 - ▶ Applicants are limited to the use of the budget categories listed. Applicants are not required to request funds for every line item. If no money is requested for a certain line item, enter "N/A" in the corresponding narrative.
 - ▶ This workbook is protected. Applicants may only enter information in unshaded cells. All other cells in the Project Budget worksheet will auto populate based the Applicant's entries.
 - ▶ The purpose of the narrative for each corresponding line item is to provide a narrative description of the item(s) and how the items and amounts requested correspond to one or more of the JAG Program Purpose Areas. To start a new paragraph within a narrative cell, hold down the Alt key and then press Enter.
 - ▶ All funds must be used consistent with the requirements of the BSCC Grant Administration Guide, located on the BSCC website, including any updated version that may be posted during term of the Grant Agreement. The BSCC will notify grantees whenever an updated version is posted.

Budget Category Instructions

1. **Services and Supplies:** Include and itemize all services and supplies to be purchased by the Applicant.

NOTE: Meals, snacks, incentives, and participant support items are **NOT** allowed for this grant.

2. **Equipment and Fixed Assets:** Include grant funds associated with equipment and fixed assets purchased by the Applicant. Equipment and fixed assets are defined as nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$3,500 or more per unit. Items that do not meet this threshold should be included in the Services and Supplies category. Itemize all equipment and fixed assets to be purchased by the Applicant Agency or the Lead Public Agency (LPA). **NOTE:** Equipment and fixed assets \$3,500 or more require separate and prior approval by the BSCC, even if included the budget.
3. **Training Expenses:** In this category please include costs incurred for agency staff to attend approved training programs. This includes registration fees, travel expenses, and paid overtime to attend training. This category may also cover costs incurred for the agency to host training events.

Note: Grantees must obtain explicit prior written approval from the BSCC any expense related to hosting training events, even if these items were included in the original application's proposed budget.
4. **Indirect Costs:** Indirect costs are shared costs that cannot be directly assigned or identified to a particular activity but are incurred and necessary to the operation of a grantee organization and the performance of the project. Indirect cost guidelines can be found in the BSCC Grant Administration Guide, located on the BSCC website. Examples of indirect costs include, but are not limited to, rent and utilities, office supplies, administrative salaries and fringe benefits (such as managerial, clerical, accounting, human resources, and information technology).

For the Edward Byrne JAG Equipment and Training Program, indirect costs may be charged to grant funds using only one of the following two options:
 - If the applicant organization has a federally approved indirect cost rate, the applicant may claim indirect costs up to the organization's federally approved indirect cost rate. Organizations may not request more than their federally approved rate and will be required to submit their federally approved rate documentation in order to receive reimbursement.
 - If the applicant organization does not have a federally approved indirect cost rate, the applicant may use the Federal De Minimis 15% of their Modified Total Direct Costs (calculated as total direct costs, minus equipment, plus up to the first \$50,000 of each subaward).

In the Indirect Costs Narrative section please identify the types or categories of expenses that will be supported by the indirect costs rate and what record keeping process will be used to provide source documentation.

Note: A project cost must be consistently treated as either a direct or indirect cost, i.e., it cannot be included in both categories. For example, rent for office space cannot be included as a direct cost and also be included in the methodology used to calculate indirect costs.

For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide:
<https://www.bscc.ca.gov/wp-content/uploads/BSCC-Grant-Admin-Guide-July-2023.pdf>

JAG Equipment and Training Program		
Name of Applicant: Enter name of applicant here		
<p><i>Note: Rows 7-10 will auto-populate based on the information entered in the budget Categories (Services and Supplies, etc.)</i></p>		
Budget Category		Total
1. Services and Supplies		\$0.00
2. Equipment/Fixed Assets		\$0.00
3. Training Expenses		\$0.00
4. Indirect Costs		\$0.00
TOTAL		\$0.00
1a. Services and Supplies		
Itemized List of Services or Supplies	Calculation for Expenditure	Total
Example: Office Supplies (Paper, Pens, etc.)	\$350/month x 12 Months	\$4,200
TOTAL		\$0.00

1b. Services and Supplies Narrative:

Enter narrative here. You may expand cell height if needed.

2a. Equipment/Fixed Assets

Itemized List of Professional Service(s)	Calculation for Expenditure	Total
Example: Purchase of Vehicle	Toyota Prius @ Market Value	\$24,000
TOTAL		\$0.00

2b. Equipment/Fixed Assets Narrative

Enter narrative here. You may expand cell height if needed.

3a. Training Expenses

Itemized List of Equipment/Fixed Asset	Calculation for Expense	Total
Example Crisis Response Training	\$1200 Reg. Fees * 4 Participants + Lodging 2 rooms @ \$200/night * 2 nights + Per Diem \$150/person * 2 days	\$6,800
TOTALS		\$0.00

3b. Training Expenses

Enter narrative here. You may expand cell height if needed.

4a. Indirect Costs				
For this grant program, indirect costs may be charged using only one of the two options below:	Rate	Direct Costs	Max. Allowable Indirect Costs	Grant Funds
If the applicant does not have a federally approved indirect cost rate, the applicant may claim indirect costs using the Federal De Minimis, 15% of Modified Total Direct Costs (calculated as 15% multiplied by total direct costs, minus equipment, plus up to the first \$50,000 of each subcontract) *If the amount entered in H277 turns red, please adjust it to not exceed the line item limit noted in G277	15.00%	\$0	\$0	
If the applicant has a federally approved indirect cost rate, may claim indirect costs up to the organization's federally approved indirect cost rate. *If the amount entered in H278 turns red, please adjust it to not exceed the line item limit noted in G278		\$0	\$0	
TOTAL				\$0.00
4b. Indirect Costs Narrative				
Enter narrative here. You may expand cell height if needed.				

JAG Equipment and Training Program RFA
Amount of Funding Available to each County

County (in alpha order)	2024 Estimated Population	Percent of Total CA Population	JAG Funding Available (Non-Competitive)
Alameda	1,644,569	4.2%	\$1,285,947
Alpine	1,163	0.003%	\$10,000*
Amador	39,893	0.102%	\$31,194
Butte	206,194	0.5%	\$161,230
Calaveras	44,436	0.113%	\$34,746
Colusa	22,016	0.056%	\$17,215
Contra Costa	1,148,324	2.9%	\$897,915
Del Norte	26,607	0.068%	\$20,805
El Dorado	189,079	0.483%	\$147,848
Fresno	1,019,566	2.6%	\$797,235
Glenn	28,711	0.073%	\$22,450
Humboldt	133,359	0.340%	\$104,278
Imperial	183,812	0.469%	\$143,729
Inyo	18,644	0.048%	\$14,578
Kern	911,180	2.3%	\$712,484
Kings	152,833	0.390%	\$119,506
Lake	66,918	0.171%	\$52,326
Lassen	28,027	0.072%	\$21,915
Los Angeles	9,822,800	25.1%	\$7,680,798
Madera	160,788	0.410%	\$125,726
Marin	252,899	0.6%	\$197,751
Mariposa	16,798	0.043%	\$13,135
Mendocino	89,389	0.228%	\$69,896
Merced	290,346	0.7%	\$227,032
Modoc	8,495	0.022%	\$10,000*
Mono	12,882	0.033%	\$10,073
Monterey	436,308	1.1%	\$341,165
Napa	134,913	0.344%	\$105,493
Nevada	100,363	0.256%	\$78,477
Orange	3,150,716	8.0%	\$2,463,657
Placer	416,014	1.1%	\$325,296
Plumas	18,841	0.048%	\$14,732
Riverside	2,455,509	6.3%	\$1,920,050
Sacramento	1,583,935	4.0%	\$1,238,535
San Benito	65,798	0.168%	\$51,450
San Bernardino	2,184,474	5.6%	\$1,708,118
San Diego	3,297,545	8.4%	\$2,578,468
San Francisco	837,165	2.1%	\$654,609

County (in alpha order)	2024 Estimated Population	Percent of Total CA Population	JAG Funding Available (Non-Competitive)
San Joaquin	795,790	2.0%	\$622,257
San Luis Obispo	278,076	0.7%	\$217,438
San Mateo	740,468	1.9%	\$578,998
Santa Barbara	442,648	1.1%	\$346,122
Santa Clara	1,904,477	4.9%	\$1,489,178
Santa Cruz	262,862	0.7%	\$205,541
Shasta	179,723	0.459%	\$140,532
Sierra	3,132	0.008%	\$10,000*
Siskiyou	42,882	0.109%	\$33,531
Solano	447,028	1.1%	\$349,547
Sonoma	479,237	1.2%	\$374,733
Stanislaus	550,680	1.4%	\$430,596
Sutter	100,071	0.255%	\$78,249
Tehama	64,648	0.165%	\$50,551
Trinity	15,807	0.040%	\$12,360
Tulare	480,564	1.2%	\$375,770
Tuolumne	53,004	0.135%	\$41,446
Ventura	824,051	2.1%	\$644,355
Yolo	222,326	0.6%	\$173,845
Yuba	83,959	0.214%	\$65,651
Total	39,172,742	100.00%	\$30,650,563

**Counties that would have been allocated less than \$10,000 based on the population-based distribution of funds have been allocated a flat amount of \$10,000.*

Source: California Department of Finance, Population Estimates, April 2025



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 2, 2025

Reference ID:
2025-582

Acceptance of Tentative Grant Award from the Office of Traffic Safety

Sheriff

ACTION REQUIRED

ITEM SUBMITTED BY

Lindsey Stine, Community Relations Liaison

ITEM PRESENTED BY

Lindsey Stine, Community Relations Liaison

RECOMMENDED ACTION:

Formally accept the tentative grant award in the amount of \$67,000 from the Office of Traffic Safety (OTS) for the proposed "Traffic Records Improvement Project" (Application #26-006740), contingent upon final approval by the National Highway Traffic Safety Administration (NHTSA), full execution of a grant agreement with OTS, and upon the Board's approval of the Fiscal Year 2025-2026 Budget.

BACKGROUND / SUMMARY / JUSTIFICATION:

The purpose of this project is to acquire modern equipment and technology to improve the collection, storage, and reporting of traffic enforcement records. This includes tools that will help streamline field data entry, reduce paperwork, and enhance the accuracy and accessibility of traffic-related records. The improvements will aid in identifying traffic trends, increasing officer efficiency, and supporting data-driven decision-making for enforcement efforts and public safety initiatives.

By accepting this funding, the Sheriff's Office will be able to upgrade its traffic records infrastructure to meet evolving state and federal reporting standards, while also improving the transparency and effectiveness of local traffic enforcement operations.

FISCAL IMPACT:

Funding Source	Grant Funded	Budget Unit	TBD
Budgeted?	No	Object Code	TBD
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$67,000.00 for the period between Oct 1st, 2025 and Sept 30th, 2026

Future Fiscal Year Impacts

Up to \$67,000.00 for the period between Oct 1st, 2025 and Sept 30th, 2026, contingent upon the Board's approval of future budgets

Additional Information

Grant funds have not yet been awarded, and no equipment has been purchased at this time. The project remains pending until funding is secured. This is not a reimbursement grant; it is a one-time funding.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose not to accept the tentative grant award from the Office of Traffic Safety (OTS). This alternative is not recommended as the awarded funds will assist in efforts of traffic safety and enforcement.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Lindsey Stine	Created/Initiated - 08/05/2025
Darcy Israel	Approved - 08/06/2025
Keri Oney	Approved - 08/13/2025
John Vallejo	Approved - 08/13/2025
Amy Shepherd	Approved - 08/26/2025
Nate Greenberg	Approved - 08/26/2025
Stephanie Rennie	Final Approval - 08/26/2025

ATTACHMENTS:

1. Tentative Draft Grant Agreement - Inyo County

1. GRANT TITLE Traffic Records Improvement Project	
2. NAME OF AGENCY Inyo County	3. Grant Period From: 10/01/2025 To: 09/30/2026
4. AGENCY UNIT TO ADMINISTER GRANT Inyo County Sheriff's Office	
5. GRANT DESCRIPTION State and local agencies need timely, accurate, complete, uniform, integrated, and accessible traffic records to identify and prioritize traffic safety issues, to choose appropriate safety countermeasures and evaluate their effectiveness. Traffic records improvement grants provide traffic safety stakeholders with the ability to improve the quality of the State's crash and citation data through various efforts such as: purchasing equipment or software for electronic reporting of crash data, citation data reporting and collection, improving the compatibility of crash and/or citation data with the state and national data systems, enhancing the ability to analyze trends in crashes, crash outcomes, and contributing factors, etc.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$67,000.00 Allocation is contingent upon availability of federal funds.	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none">Schedule A – Problem Statement, Goals and Objectives and Method of ProcedureSchedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)Exhibit A – Certifications and AssurancesExhibit B* – OTS Grant Program ManualExhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: TITLE: EMAIL: PHONE: ADDRESS: <div style="text-align: center; margin-top: 20px;">_____ (Signature) (Date)</div> C. FISCAL OFFICIAL NAME: TITLE: EMAIL: PHONE: ADDRESS: <div style="text-align: center; margin-top: 20px;">_____ (Signature) (Date)</div>	B. AUTHORIZING OFFICIAL NAME: TITLE: EMAIL: PHONE: ADDRESS: <div style="text-align: center; margin-top: 20px;">_____ (Signature) (Date)</div> D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Stephanie Dougherty TITLE: Director EMAIL: stephanie.dougherty@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive Suite 300 Sacramento, CA 95758 <div style="text-align: center; margin-top: 20px;">_____ (Signature) (Date)</div>

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: EU9KBPLKZ5K5 REGISTERED ADDRESS: 168 N Edwards St CITY: Independence ZIP+4: 93526-0613
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		\$67,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				\$67,000.00		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
				\$ 0.00		
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE	
					\$67,000.00	

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

Inyo County is located in California and is known for its vast and diverse geography, ranging from the towering Mt. Whitney to the lowest point in North America, Death Valley. Spanning over 10,000 square miles, it is the second largest county in the state by land area but has a growing population, primarily concentrated in communities along U.S. Highway 395 and spanning along many county roads. This highway serves as a major artery for residents and the millions of tourists who visit annually, contributing to heavy traffic flow and increasing the potential for crashes.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

Inyo County faces significant challenges in managing traffic enforcement and crash reporting processes. Currently, the Sheriff's Office relies on a paper-based citation system, which creates inefficiencies and introduces potential errors that impact the accuracy and timeliness of traffic data. These inefficiencies are particularly concerning given the region's geography, which includes major highways, rural roads, and areas with high visitor traffic due to outdoor recreation and tourism.

Current Challenges

Manual Data Entry and Reporting

The paper-based citation process requires manual data entry by officers, which is time-consuming. Delays in data entry hinder the ability to analyze crash and citation trends in real time, limiting proactive traffic safety measures.

Inefficient Information Sharing

Paper citations must be manually processed and transferred between the Sheriff's Office, the courts, and other agencies. This lack of integration slows down the citation lifecycle and creates administrative backlogs.

Officer Safety

Officers face increased risks while issuing paper citations, as they spend more time on the roadside during traffic stops.

An eCitation system would streamline this process, reducing exposure to passing traffic and potential hazards.

The Need for an eCitation System

The implementation of an eCitation System is a crucial step in addressing the following challenges.

The system would:

Automate citation issuance and data integration, reducing errors and administrative delays.

Enhance the Sheriff's Office's ability to analyze citation and crash data in real time for targeted enforcement.

Improve officer safety by reducing the time spent on roadside traffic stops.

Streamline the citation process between law enforcement, courts, and other agencies, leading to cost savings and operational efficiency.

Additionally, the eCitation System will seamlessly interface with the Sheriff's Office's current SUNRIDGE (RIMS) system, ensuring compatibility and maximizing the utility of existing resources. This integration will allow citation data to be entered directly into the Records Information Management System (RIMS), improving the flow of information across departments and supporting real-time data sharing and analysis.

Define the target population the grant intends to serve and how they are affected by the problem(s).

The eCitation System grant intends to serve several key populations within Inyo County, all of whom are directly affected by the inefficiencies of the current paper-based citation process:

Local Residents

Impact: Inyo County residents, including families, commuters, and business owners, are affected by traffic-related safety concerns on local roads and highways. Inefficiencies in traffic enforcement and crash data reporting delay the identification and mitigation of high-risk areas, leading to preventable incidents and fatalities.

Benefit: An eCitation System will enable quicker and more accurate traffic enforcement, reducing crash risks and improving overall road safety for residents.

Visitors and Tourists

Impact: Inyo County is a popular destination for outdoor recreation and tourism. With high traffic volumes on key routes such as U.S. Highway 395, the risks of crashes and traffic incidents are heightened. Visitors are often unfamiliar with local road conditions, contributing to traffic violations and crashes.

Benefit: Enhanced traffic enforcement and real-time crash data analysis will ensure safer travel experiences for the county’s significant tourist population.

Law Enforcement Personnel

Impact: Deputies face increased workloads and safety risks due to the time-intensive nature of manual citations. Prolonged roadside stops elevate exposure to hazards, and data entry errors create inefficiencies that consume valuable law enforcement resources.

Benefit: The eCitation System will improve officer safety by reducing the duration of traffic stops and streamline administrative processes, allowing deputies to allocate more time to community engagement and proactive policing.

Judicial and Administrative Stakeholders

Impact: The courts, administrative staff, and other justice system stakeholders are burdened by delays and errors in citation processing, slowing the adjudication process and increasing case backlogs.

Benefit: With eCitation integration into SUNRIDGE (RIMS), citations will be processed more efficiently, improving case flow and reducing administrative burdens.

Vulnerable Road Users

Impact: Pedestrians, cyclists, and motorcyclists are particularly vulnerable to traffic-related injuries and fatalities. Delayed traffic safety interventions, caused by inefficient data processing, can disproportionately affect these groups.

Benefit: Timely and accurate citation data will help identify high-risk behaviors and locations, leading to targeted enforcement and safety measures to protect vulnerable road users.

2. PERFORMANCE MEASURES	
A. Goals: <ol style="list-style-type: none">1. Reduce the number of persons killed in traffic crashes.2. Reduce the number of persons injured in traffic crashes.	
B. Objectives: <ol style="list-style-type: none">1. Purchase and implement a new complete electronic citation reporting solution or upgrade an existing electronic citation reporting system that includes the capability of exporting data to both a departmental records management system (RMS) as well as to the local court records system, if and when the local court can receive electronic citation data.	Target Number 1
3. METHOD OF PROCEDURE	
A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year) <ul style="list-style-type: none">• Determine specific system traffic records (i.e., crash or citation) data system requirements.• Determine specific equipment requirements.• Request vendor price quotation per host agency requirements.• Procure an electronic crash reporting system with the following functionalities:<ul style="list-style-type: none">• System licensing with installation and training vendor.	

- GIS based mapping.
- Segment crash diagramming tool.
- Ability to create or import crash reports.
- Ability to import and export agency RMS files.
- Ability to perform complete analysis of crash reports.
- Secure database accessibility by appropriate agency personnel.
- Ability to electronically transfer complete crash report to the California Highway Patrol's Statewide Integrated Traffic Records System.
- Procure an electronic citation system with the following functionalities:
 - System licensing with installation and training.
 - Ability to electronically transfer and maintain the agency's citation data.
 - Ability to analyze of agency's citation reports.
 - Secure database accessibility by appropriate agency personnel.
 - Ability to export complete citation reports to the local county court.

B. Phase 2 – Program Operations (Throughout Grant Year)

- Select vendor for system development, implementation, and installation.
- Monitor and oversee progress of system/software development.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Prepare and submit grant claims invoice (due January 30, April 30, July 30, and October 30).
 - Successful project completion and confirmation of successful electronic transmission of crash reports by the California Highway Patrol is required before submission of invoice claims seeking reimbursement from OTS.
- Prepare and submit quarterly performance reports (due January 30, April 30, July 30, and October 30).
 - Collect and report quarterly appropriate data that supports the progress of goals and objectives.
 - Provide a summary of quarterly accomplishments and explanations for objectives not completed.
 - Collect, analyze, and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405c TR-26	20.616	State Traffic Safety Information System Improvements	\$67,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				\$0.00
Category Sub-Total				\$0.00
B. TRAVEL EXPENSES				
				\$0.00
				\$0.00
Category Sub-Total				\$0.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
Complete Electronic Citation Data Collection System	405c TR-26	\$67,000.00	1	\$67,000.00
Category Sub-Total				\$67,000.00
E. OTHER DIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$67,000.00

BUDGET NARRATIVE

PERSONNEL COSTS

-

TRAVEL EXPENSES

-

CONTRACTUAL SERVICES

-

EQUIPMENT

Complete Electronic Citation Data Collection System - A traffic citation data collection system, using hand-held device, to collect citation data electronically in the field, print a violator copy of the citation, and transfer the information electronically to the agency's RMS system and the courts for prosecution. The system will be used by traffic officers to improve the efficiency and accuracy of writing traffic citations. Costs may include the purchase of electronic citation devices, mag-strip readers, fingerprint readers, audio recorders, cameras, docking/charging stations, software, licenses, accessories, training, and associated shipping and taxes.

OTHER DIRECT COSTS

-

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

The Certifications and Assurances are being finalized by the National Highway Traffic Safety Administration, once they are available, they will be added to the grant agreement.



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 2, 2025

Reference ID:
2025-519

Bishop Chamber of Commerce and Visitors Bureau Marketing Update

County Administrator - Economic Development

NO ACTION REQUIRED

ITEM SUBMITTED BY

County Administrator - Economic Development

ITEM PRESENTED BY

Julie Faber, Bishop Chamber, Tawni Thomson,
Bishop Chamber

RECOMMENDED ACTION:

Hear a report from the Bishop Chamber of Commerce and Visitors Bureau on the results of the FY 24-25 County of Inyo marketing campaign.

BACKGROUND / SUMMARY / JUSTIFICATION:

As it has done in previous years, the County entered into a marketing agreement with the Bishop Chamber of Commerce and Visitors Bureau last October. This partnership allows for the promotion of Inyo County's world-class region to a diverse market of travelers with a wide variety of recreational interests. The program for Fiscal Year 2024-2025 included a strategic mix of print, digital and in-person programs. Specific projects are outlined in the attached agreement.

Now that FY 2024-2025 has come to a close, the Bishop Chamber would like to report to your Board on the ad campaigns created and associated metrics.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Not hear the report, but this is not recommended as receiving the information will allow the Board to consider the return on its investment.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement | Local Businesses, Organizations, and Workforce

Economic Enhancement | Sustainable Recreation Initiatives

Economic Enhancement | Collaborative Regional Economic Development

APPROVALS:

Darcy Israel	Created/Initiated - 08/13/2025
Darcy Israel	Approved - 08/13/2025
Nate Greenberg	Final Approval - 08/25/2025

ATTACHMENTS:

1. Inyo County Marketing Proposal FY 24-25

PROPOSAL: Inyo County Destination Marketing Program

SUBMITTED BY: Bishop Chamber of Commerce & Information Center

DATE: October 11, 2024

The Bishop Chamber of Commerce is excited to propose a destination marketing program for Inyo County, focusing on a diverse range of travelers with varied recreational interests. Building on the success of our 2023-2024 initiatives, we aim to enhance our promotional efforts through a strategic mix of digital, direct-to-consumer, and print media.

US TRAVEL ASSOCIATION IPW CONFERENCE:

IPW is the premier event that brings US destinations together with domestic and international tour operators, travel agents and travel media. Inyo County made its IPW debut in San Antonio, Texas in May 2023. We also proudly represented Inyo in Los Angeles in May 2024. We shared an exhibit with Mono County Tourism promoting the E.S.T. (Eastern Sierra Tour) featuring 10 iconic venues between Death Valley and Yosemite. Given the positive outcomes and growing momentum from our previous IPW engagements, we highly recommend continuing our participation in the 2025 IPW event. The conference's rotation to Chicago presents a valuable opportunity to reach new audiences and further enhance Inyo County's visibility on both domestic and international stages.

- IPW Registration, Materials, Travel = \$16,800

Inyo County Share of Cost = \$5,000

AIR SERVICE CAMPAIGN:

The air service campaign launched in 2023 was modest but yielded positive results, demonstrating the effectiveness of targeted digital advertising and social media efforts in driving awareness and engagement. To build on this success, an expanded campaign is proposed to further enhance visibility and attract more travelers to Bishop Airport (BIH).

- **Organic Social Posting.** Two posts per month on Bishop Chamber of Commerce Facebook Page (3K followers). Two posts per month on @VisitBishop Instagram (39.7K followers) and Facebook (58K followers) pages. Overall, the @VisitBishop FB Reach is now over 20M (up 65%) and nearly 3M on IG (up 15%). We maintained a high level of engagement by closely monitoring 10,000+ social media comments. **Cost = \$250/month - \$3,000 total.**
- **Datafy Marketing.** Since 2021, Bishop Chamber has contracted with Datafy, LLC. to collect and analyze visitor behaviors in our market. The data includes demographics, origin, interests, length of stay, in-market spending and other information. This valuable insight has helped target our marketing efforts and shape our messaging to be most effective and efficient. We recommend increasing our partnership with Datafy to include a 5-month ultra-targeted Digital Ad Campaign to promote air service to BIH. The campaign will run November through March and feature imagery and video promoting all of Inyo County. **Cost = \$15,000.**
- **Bishop Visitor Guide Magazine:** 50,000 print copies plus 100,000+ digital downloads. Bishop Airport is now featured on the cover and in a ¼ page display ad. **INYO COUNTY COST = FREE!**

FALL COLOR CAMPAIGN:

- Regional collaboration with Inyo County, Bishop Chamber, Mono County Economic Development and Mammoth Lakes Tourism.
- Reprint Fall Color Guide. A key piece of collateral for our marketing efforts, supported by Inyo Co., Mono Co., Bishop Chamber and MLT. Distributed at travel shows and Certified Folder Display racks. Cost to update and reprint 100,000 copies (approx. 3-year supply) = \$10,000. One year distribution through Certified = \$2,000. **Inyo County Share = \$3,000.**
- Digital banner ad on www.californiafallcolor.com
- Weekly fall color reports published on the website and pushed to nationwide major media partners with photo and video. **Inyo County Cost \$3,000**

EASTERN SIERRA FISHING GUIDE

Print & digital magazine produced locally by Inyo Register Newspaper. Distributed all year at visitor centers, hotels, campgrounds, tackle shops and other retailers. Bishop Chamber will also distribute them at sport fishing shows including International Sportsmen's Expo (Sacramento), Fred Hall Fishing Shows (Long Beach and Del Mar). Ad will highlight commercial air service at Bishop Airport. **Cost = \$1,000**

ADMINISTRATION/MANAGEMENT

Bishop Chamber team will create content, artwork, negotiate insertion orders, booth reservations, travel arrangements and all other logistics necessary to implement the program. Bishop Chamber will pay all related invoices and submit to Inyo County one invoice for reimbursement. Bishop Chamber team will monitor progress of all programs, adjust as necessary and provide comprehensive final report to Inyo County. **\$10,000**

TOTAL PROPOSAL = \$40,000

This comprehensive marketing program aims to significantly enhance Inyo County's visibility and appeal to diverse traveler segments. By strategically investing in these initiatives, we anticipate increased visitor engagement, higher air service utilization, and greater regional exposure. We look forward to continuing our successful partnership with Inyo County and achieving our shared goals for the upcoming year.


Sincerely,



Tawni Thomson, Executive Director
Bishop Chamber of Commerce & Information Center

NOTE: Per discussion, both parties have agreed to revisit the topic of reprinting The Inyo County Treasure Map following mid-year budget report. This brochure is a crucial promotional tool for Inyo County, uniquely showcasing Death Valley and all communities within Owens Valley. It serves as a comprehensive guide for visitors, providing essential information about attractions, and activities across the region. The last revision/reprint was in 2020 and the supply is nearly depleted. Distribution at shows, visitor centers, Inyo County shops and more. Digital version available and a StoryMap version should be developed. Need to update and reprint 30,000 copies for approximately 3-year supply. **Cost = \$9,000.**

Accepted by:


Nate Greenberg, CAO

Date: 10/11/24



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

September 2, 2025

Reference ID:
2025-553

Board Workshop on Residential Infill Planning Department NO ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Receive a presentation from staff on the Infill Residential Capacity Study; provide comments and direction.

BACKGROUND / SUMMARY / JUSTIFICATION:

Staff will be presenting an overview of the Infill Residential Capacity Study (attached).

FISCAL IMPACT:

Funding Source	Grant Funded REAP 2.0	Budget Unit	23800
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$153,432.69 for the period between September 2025 and June 2026
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose not to receive this presentation or not provide comments and direction. This is not recommended as the consultant and County staff are working to complete this project and Board direction is needed.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Revitalization Through Effective Planning
Thriving Communities | Improve Housing Opportunities

APPROVALS:

Cathreen Richards	Created/Initiated - 08/21/2025
Darcy Israel	Approved - 08/21/2025
Cathreen Richards	Approved - 08/21/2025
Nate Greenberg	Approved - 08/25/2025
John Vallejo	Approved - 08/25/2025
Nate Greenberg	Final Approval - 08/26/2025

ATTACHMENTS:

1. DRAFT Infill Residential Capacity Study

Date: August 6, 2025

To: Inyo County Planning Department

From: Precision Civil Engineering, Inc.

Subject: Infill Residential Capacity Study: Identifying Opportunities and Constraints for Development Standards Modifications in Big Pine, Independence, and Lone Pine

1. Introduction

The purpose of this memorandum is to summarize Precision Civil Engineering's (PCE) review, evaluation, and findings for the Inyo County Zoning and General Plan Design Standards Review and Update to Promote Residential Infill project. The memorandum is organized into the following sections with key takeaways at the end of each section, followed by recommendations.

- A. Development and Design Standards Review
 - 1. Residential Development Standards
 - 2. Additional Dwelling Unit (ADU)/Second Dwelling Unit
- B. Vacant and Underutilized Lands Inventory
 - 1. Big Pine
 - 2. Independence
 - 3. Lone Pine
- C. Infill Residential Capacity Study
 - 1. Residential Development
 - 2. ADU/Second Unit Development
- D. Recommendations

2. Discussion

The purpose and findings of each task are described on the following pages.

A. Development and Design Standards Review

The purpose of the Development and Design Standards Review is to set a baseline of existing standards applicable to residential development and ADU/second unit development. Results are used to inform the identification of requirements that could be inhibiting more infill or ADU/second unit development. The following analysis were performed and are described in greater detail in this section below:

- 1. Review Current Standards for Residential Development.
- 2. Conduct a Comparison Analysis with "Case Study" Communities.
- 3. Review Current Standards for ADU/Second Unit Development.
- 4. Identify Existing Development Characteristics for ADU/Second Unit Development.

1. Residential Development Standards

PCE reviewed the existing density, intensity, and development standards applicable to residential development including, but not limited to, setbacks, lot sizes, parking requirements, density, height, etc. The outcome of that review is summarized as follows.

a. Residential Uses Permitted by Zoning District

Residential uses permitted per zoning district, including residential and commercial zoning districts, are summarized in the table below. As shown, single-family units (attached, detached) are principally permitted in all residential zoning districts and commercial zoning districts when certain occupancy requirements are met, and with a conditional use permit in the central business zoning district. Duplexes are principally permitted in the R-2, R-3, and CB zoning districts and conditionally permitted in the commercial zoning districts. Multi-family units (3+ units) are principally permitted in the R-3 and CB zoning districts and conditionally permitted in the commercial zoning districts.

Table: Residential Uses Permitted by Zoning District

Residential Use	Zoning Districts								
	Residential Zoning Districts			Commercial Zoning Districts					Central Business Zoning Districts
	R-1	R-2	R-3	C-1	C-2	C-3	C-4	C-5	CB
Single-Family (1 unit)	P	P	P	P ²	P ²	P ²	P ²	P ³	C ¹
Duplex (2 units)	NP	P	P	C	C	C	C	C	P
Multi-Family (3+ units)	NP	NP	P	C	C	C	C	C	P
ADU	P	P	P	P	P	P	P	P	P
Legend: P = Permitted Use C = Conditional Use Permit NP = Not Permitted Notes: 1 = A detached residential dwelling unit is conditionally permitted if it is for occupancy by the owner or lessee of the business premises on the same parcel, or by a caretaker or watchman 2 = A dwelling unit within a business building may be qualified as an accessory use if it is for occupancy by the owner or lessee of business premises therein, or by a caretaker or watchman, provided that a minimum fifty percent of the usable floor area is being utilized for the principal permitted use. 3 = Dwellings of persons regularly employed on the premises for commercial recreational activities. Mobilehomes may be used for this purpose.									

b. Residential Development Standards in Residential and Commercial Zoning Districts

Development standards for residential and commercial zoning districts are summarized in the table below. Because the project is focused on higher density, residential infill opportunities, the R-1, R-2, R-3 residential zoning districts and the C-1, C-2, C-3, C-4, C-5, and CB commercial zoning districts were selected for review.

Table: Residential and Commercial Zoning District Development Standards

Development Standard	Residential Zoning Districts			Commercial Zoning Districts					Central Business Zoning District
	R-1	R-2	R-3	C-1	C-2	C-3	C-4	C-5	CB ⁷
Density (du/ac)	2.0 – 4.5 (RL) or 4.6 – 7.5 (RM)	7.6 – 15 (RMH)	7.6 – 15 (RMH) or 15.1-24.0 (RH)	7.6 – 24	7.6 – 24	7.6 – 24	7.6 – 24	1 du/2.5 ac or up to 24 du/ac with clustering	7.6 - 24
Lot Area (Min.)	Varies: 5,800 sf. 6,500 sf. 7,200 sf. 9,900 sf. 10,000 sf. 12,000 sf. 14,000 sf. 0.5 acres 0.75 acres 1 acre	Varies: 6,500 sf. 13,000 sf. 14,000 sf. 15,000 sf. 1 acre 2 acres 5 acres	Varies: 6,500 sf. 10,000 sf. 20,000 sf. 1 acre 2 acres 3 acres 5 acres 10 acres	Varies: 10,000 sf. 1 acre	Varies: 10,000 sf. 0.5 acres 1 acre 1.5 acres 2 acres 2.5 acres 5 acres 6 acres	7,500 sf.	Varies: 10,000 sf. 0.5 acres 1 acre 5 acres 6 acres	Varies: 5 acres 10 acres 60 acres	10,000 sf.
Lot Width (Min.)	50 ft.	50 ft.	75 ft.	75 ft.	75 ft.	60 ft.	50 ft.	350 ft.	50 ft.
Front Yard Setback (Min.)	25 ft.	25 ft.	15 ft. or 25 ft. ¹	0 ft. or 20 ft. ²	25 ft.	0 ft.	0 ft.	25 ft.	0 ft.
Side Yard Setback (Min.)	5 ft.	5 ft.	5 ft. per story	0 ft. or 20 ft. ⁵	0 ft.	0 ft. ³	0 ft. or 5 ft. ⁴	20 ft.	0 ft. ⁷
Rear Yard Setback (Min.)	20 ft.	20 ft.	15 ft.	0 ft. or 20 ft. ⁵	0 ft. or 20 ft. ⁵	0 ft.	0 ft. or 20 ft. ⁵	20 ft.	0 ft. ⁷
Height (Max.)	35 ft. (2.5 stories)	40 ft. (3 stories)	40 ft. (3 stories)	40 ft. (3 stories) or 20 ft. ⁶	40 ft. (3 stories) or 20 ft. ⁶	40 ft. (3 stories)	40 ft. (3 stories)	30 ft. (2.5 stories)	40 ft. (3 stories) ⁷

Parking (Min.)	2 sp per unit	2 sp per unit	2 sp per unit plus 1 guest parking space for each 4 units	1 sp for each 400 sf.	1 sp for each 300 sf.	1 sp for each 200 sf.	1 sp per unit	2 sp per unit	1 sp for each 400 sf.
Notes: 1 = 25 ft. when abutting R-1 or R-2 unless adjacent property has nonconforming structure, then same as the adjacent developed property 2 = 20 ft. when abutting a residential parcel 3 = Except when abutting an R district, then shall not be less than requirement of abutting R zone 4 = 5 ft. for each story if adjacent to R district 5 = 20 ft. when abutting a residential parcel 6 = 20 ft. when located within 50 ft. of an R district 7 = Residential Adjacency Exceptions. Where a parcel abuts a residentially zoned parcel and no public right-of-way for a street or alleyway lies between the central business and residentially zoned parcels, the following standards apply to the lot line that is common to the central business and residentially zoned parcels: 1. Rear Yard Setback: same as is required for residential parcel, 2. Side Yard Setback: same as is required for residential parcel, 3. Building Height: average of what is required for residential parcel and what is required of commercial parcel;									

c. *Comparison Analysis with Case Study Communities*

A comparison analysis of development standards for residential uses was conducted with select case study communities. An overview of the selected case study communities, in addition to Inyo County, is summarized in the table below. Of the case study communities, Inyo County is the largest geographically and has the third largest population, but the lowest population density. These metrics indicate that Inyo County has a large and dispersed population.

Development standards by residential zoning district per case study community and Inyo County are summarized in the table below. Development standards generally cover low-density single family, low- to medium-density multi-family, and medium- to high-density multi-family residential uses. Overall, Inyo County permits smaller lot sizes than the case study communities but has greater front and rear yard setback requirements and lower maximum height requirements than the case study communities.

DRAFT

Table: Overview of Case Study Communities

Information Category	Case Study Communities				
	Inyo County	Modoc County	Mono County	Lassen County	Plumas County
Location	East central portion of CA	Northeastern CA, bordering Nevada and Oregon	East central portion of CA	Northeastern CA on the Eastern slopes of the Sierra Nevada Mountain range	Northern CA where Sierra Nevada and Cascade Mountain ranges meet
County Seat	Independence	Alturas	Bridgeport	Susanville	Quincy
Population (2023)	18,527	8,500	13,066	28,861	19,131
Population Density	1.9/sq. mi	2.1/sq. mi	4.2/sq. mi	6.9/sq. mi	7.6/sq. mi
Area	10,227 mi ²	4,203 mi ²	3,132 mi ²	4,720 mi ²	2,613 mi ²

Table: Comparison of Residential Development Standards

Residential Use	Development Standard	Case Study Communities				
		Inyo County	Modoc County	Mono County	Lassen County	Plumas County
Low-Density Single-Family Residential	Zoning District	One Family Residences (R-1)	Residential Low Density (RL)	SFR	Single-Family (R-1)	Single-Family (2-R, 3-R, 7-R)
	Density	2.0 – 4.5 (RL) or 4.6 – 7.5 (RM)	7 du/ac with public water/sewer or 1 du/3 ac without public water or sewer	1 du/lot	1 to 7.25 du/ac (max.)	2-7 du/ac
	Lot Area (Min.)	5,800 sf.	10,000 sf. (when water and sewer are available)	7,500 sf.	Not specified	2-R: 21,780 sf. 3-R: 14,519 sf. 7-R: 6,222 sf.
	Lot Coverage (Max.)	Not specified	60%	40%	35%	50%
	Front Yard (Min.)	25 ft.	20 ft.	20 ft.	15 ft. (when 4+ lots in block are improved)	20 ft.
	Side Yard (Min.)	5 ft.	5 ft. – 20 ft.	10 ft.	5 ft. (with design review)	5 ft. (per story)
	Rear Yard (Min.)	20 ft.	5 ft.	10 ft.	20 ft.	5 ft. (per story)
	Height (Max.)	35 ft. (2.5 stories)	50 ft.	35 ft. - 45 ft. (if side/rear yards increased 1 ft. for each ft. over 35 ft.)	35 ft. (with design review)	35 ft.

	Parking/Unit (Min.)	2 spaces	1 bedroom: 1 space 2+ bedrooms: 2 spaces	2 spaces	2 spaces	2 spaces
Low to Medium Density Multi-Family Residential	Zoning District	Multiple Residential (R-2)	N/A	MFR – L	Limited Multiple-Family (R-2)	Multiple Family (M-R)
	Density	7.6 – 15 (RMH)		11.6 du/ac	8 du/ac (min.)	21.8 du/ac (max.)
	Lot Area (Min.)	6,500 sf.		7,500 sf.	Not specified	6,000 sf.
	Lot Coverage (Max.)	Not specified		40%	35%	50%
	Front Yard (Min.)	25 ft.		20 ft. – 30 ft.	15 ft. (when 4+ lots in block are improved)	0 ft.
	Side Yard (Min.)	5 ft.		10 ft. – 30 ft.	5 ft. (with design review)	5 ft. (per story)
	Rear Yard (Min.)	20 ft.		10 ft. – 30 ft.	20 ft.	5 ft. (per story)
	Height (Max.)	40 ft. (3 stories)		35 ft. - 45 ft. (if side/rear yards increased 1 ft. for each ft. over 35 ft.)	35 ft. (with design review)	35 ft.
	Parking/Unit (Min.)	2 spaces		2 spaces, and 1 guest parking space for each 6 units	2 spaces	2 spaces
Medium to High Density Multi-Family	Zoning District	Multiple Residential (R-3)	Residential High (R-H)	MFR -M MFR - H	Multiple-Family (R-3)	N/A

Residential	Density	7.6 – 15 (RMH) or 15.1 – 24.0 (RH)	13 du/ac with public water/sewer or 1 du/3 ac without public water or sewer	15	8 du/ac (min.)
	Lot Area (Min.)	10,000 sf.	6,000 sf. (when water and sewer are available)	7,500 sf. or number of units X 2,904 sf. if 3+ units	Not specified
	Lot Coverage (Max.)	Not specified	60%	60%	60%
	Front Yard (Min.)	15 ft. or 25 ft. when abutting R-1 or R-2	20 ft.	20 ft. – 30 ft.	15 ft. (when 4+ lots in block are improved)
	Side Yard (Min.)	5 ft. (per story)	5 ft. – 20 ft.	10 ft. – 30 ft.	5 ft.
	Rear Yard (Min.)	15 ft.	5 ft.	10 ft. – 30 ft.	15 ft.
	Height (Max.)	40 ft. (3 stories)	50 ft. (2 stories)	35 ft. - 45 ft. (if side/rear yards increased 1 ft. for each ft. over 35 ft.)	45 ft.
	Parking/Unit (Min.)	2 spaces plus one guest parking for each 4 units	1 bedroom: 1 space 2+ bedrooms: 2 spaces	2 spaces, and 1 guest parking space for each 6 units	2 spaces

d. Key Takeaways

Key takeaways from the review of residential development standards and comparison analysis with case study communities are summarized below. Generally, while Inyo County's zoning broadly allows for residential uses, the review indicates that specific development standards – including minimum lot size, setbacks, parking, and height requirements – could restrict infill and higher-density housing development.

Residential Inclusion in Commercial Zones

Residential uses are permitted in many commercial zone districts (C-1 through C-5, CB) including single-family, duplex, and multi-family. This indicates support for residential infill and mixed-use development within non-residential areas, which can help increase housing opportunities.

Limitations to Buildable Area and Density

Minimum lot size requirements vary significantly and are generally large, which can serve as a barrier to achieving maximum density or enabling the creation of smaller lots. In addition, the minimum setbacks in R-2 and R-2 zones (25 feet front, 20 feet rear) can significantly reduce the buildable area of parcels, making it challenging to maximize density or accommodate additional units including ADUs. While commercial zones generally have more flexibility (0 feet), adjacency to residential zones can trigger more restrictive requirements. In addition, higher parking minimums in residential zones may constrain site design, increase development costs, and limit the number of units that can physically fit on a parcel.

Inconsistent Approach to Density Constraints Compared to Case Study Communities

Compared to the case study communities, Inyo County generally permits smaller minimum lot sizes for low-density single-family residential development. However, Inyo County has greater minimum front and rear yard setbacks, lower maximum building height requirements, and higher minimum parking standards than the comparable communities. These standards can limit the overall buildable area and vertical density achievable on parcels, restricting infill and higher-density development.

2. ADU/Second Dwelling Unit Development Standards

a. Overview of Current ADU Standards

PCE conducted a review of the County's existing ADU ordinance and of current State Law to produce a checklist of existing development and design standards applicable to ADUs in Inyo County. The County's ADU regulations are contained in Section 18.78.340 – Accessory Dwelling Units of the Zoning Ordinance. To ensure compliance with State ADU law, the County permits ADUs in all residential and mixed-use zones and allows all ADU applications to be ministerially reviewed for conformance with the minimum allowable standards. Therefore, the County's current standards for ADUs are consistent with the minimum allowable standards of State ADU Law. Current State ADU law is summarized in the table below.

Beyond Section 18.78.340, PCE reviewed other sections of the Zoning Ordinance that could apply to ADUs. Based on this review, PCE identified potential modifications including, 1) clearly designating ADUs as permitted uses within relevant residential (e.g., R-1, R-2, etc.) and mixed-use (e.g., CB) zoning districts under "permitted uses," 2) including a statement that ADUs are a distinct housing type and are not classified as

general “accessory buildings,” and 3) amending the definition of ADUs to include Manufactured Homes and Tiny Homes as permissible ADU types.

a. Existing Development Characteristics for ADU/Second Unit Development

PCE conducted a review of Annual Progress Reports and available building permit records to identify characteristics of ADU/second unit development that has been proposed and/or built in the County within the past five (5) years. The County has received 30 ADU permit applications between 2019 and 2023, with ADUs ranging in size from approximately 300 square feet to 750 square feet.

b. Key Takeaways

Key takeaways from the review of ADU/second dwelling unit development standards are summarized below. Generally, the County’s ADU development standards align with State ADU Law, but there is the potential for some modifications to further encourage ADU development.

Compliance with State Law

Inyo County’s ADU ordinance is consistent with current State ADU Law, allowing ADUs in all residential and mixed-use zones, and ensuring a streamlined, ministerial review process.

Potential for Multiple ADUs Per Lot

State ADU Law, as adopted by the County, enables significant ADU capacity. For single-family lots, this means up to three (3) ADUs are allowed (one (1) detached, one (1) attached, and one Junior ADU). For multi-family, this means at least one (1) internal conversion ADU, plus up to eight (8) detached ADUs (not exceeding the number of existing units) or up to 25% of existing units converted to ADUs are allowed.

Flexible Development Standards for ADUs

State ADU Law provides specific, more flexible development standards for ADUs compared to primary dwellings, such as reduced setbacks (minimum four (4) foot side and rear yard), higher size limits (up to 1,000 square feet for detached ADUs and 1,200 square feet or 50% of the primary dwelling, whichever is less for attached ADUs), and parking exemptions.

Opportunities for Zoning Ordinance Modifications

Beyond current compliance, the review identified specific modifications to further encourage ADU development including clearer permitted use designations, distinct housing type classification, and expanded definitions to include Manufactured Homes and Tiny Homes, which broadens the range of permissible ADU types.

Demonstrated ADU Interest

Local building permit records show that residents are interested in ADUs, with 30 ADU applications received between 2019 and 2023.

Table: Minimum Requirements for Development Standards by ADU Type per State Law

Development Standard	Minimum Requirements Per State ADU Law			
	Detached ADU		Attached ADU	
	New Construction	Converted Structure	New Construction	Converted Space
Number (Max.)	<p>Single-Family Lots: 1 Detached ADU (plus 1 attached and 1 Junior ADU)</p> <p>Multi-Family Lots: Up to 8 Detached ADUs, not to exceed number of existing units on the lot - or - Up to 2 Detached ADUs on lots with a proposed multi-family dwelling</p>		<p>Single-Family Lots: 1 Attached ADU - and - 1 Junior ADU</p> <p>Multi-Family Lots: At least 1 interior ADU conversion - and - Up to 25% of the total number of units on lots with existing multi-family dwellings</p>	
Size (Max.)	<p>1 Bedroom: Up to 850 sq. ft.</p> <p>1+ Bedrooms: Up to 1,000 sq. ft.</p>	<p>Same size of the structure being converted but may be increased up to an additional 150 sq. ft. to accommodate entering and exiting the ADU</p>	<p>Junior ADUs: Up to 500 sq. ft.</p> <p>All Other ADUs: 50% of the existing primary dwelling, or 850 sq. ft. for a 1-bedroom unit or 1,000 sq. ft. for unit with more than 1-bedroom, whichever is greater</p>	<p>Junior ADUs: Up to 500 sq. ft.</p> <p>All Other ADUs: 50% of the floor area of the existing primary dwelling, or 1,200 square feet, whichever is less</p>
Setbacks (Min.)	<p>Front Yard: As established in the zone district, provided the setback does not preclude the construction of an up to 800 sq. ft. ADU with 4 ft. side and 4 ft. rear yard setbacks</p> <p>Side Yard: 4 ft.</p> <p>Rear Yard: 4 ft.</p>	<p>If constructed in the same location and to the same dimensions as the existing structure, then the ADU shall maintain the same setbacks as the existing structure or minimum setbacks of 4 ft. from the side and rear yards, whichever is less</p>	<p>Front Yard: As established in the zone district</p> <p>Side Yard: 4 ft.</p> <p>Rear Yard: 4 ft.</p>	<p>If constructed in the same location and to the same dimensions as the existing structure, then the ADU shall maintain the same setbacks as the existing structure or minimum setbacks of 4 ft. from the side and rear yards, whichever is less</p>

Height (Max.)	<p>16 ft. on a lot with a proposed or existing single-family or multi-family dwelling</p> <p>18 ft. on a lot with an existing or proposed multi-family, multi-story dwelling</p>	Same height as the space being converted	The height of the existing single-family or multi-family dwelling, or 25 ft., whichever is less	Same height as the space being converted
Parking (Min.)	1 space per unit or bedroom, whichever is less unless exceptions are met		<p>Junior ADUs: None required</p> <p>All Other ADUs: 1 space per unit or bedroom, whichever is less unless exceptions are met</p>	

B. Vacant and Underutilized Lands Inventory

The purpose of the Vacant and Underutilized Lands Inventory is to establish a database that compiles information about parcels of land in Big Pine, Independence, and Lone Pine that are either undeveloped (i.e., vacant) or not being used to their full potential (i.e., underutilized), which could potentially be developed or redeveloped for residential uses. For the purposes of this inventory, these parcels are labeled as “infill.”

1. Methodology

a. Review and Update Countywide Vacant Lands Inventory

PCE reviewed and as needed, updated the Countywide Vacant Lands Inventory for properties with all the following characteristics, in Big Pine, Independence, and Lone Pine:

- Zoned to allow residential uses (including commercial zones).
- Classified vacant according to County assessor’s data as of 2025.
- Located within a local fire protection district.
- Located within or adjacent to a water and/or sanitary sewer service district.
- Designated as private or County.
- Located near public transportation and other services.

b. Create Underutilized Lands Inventory

PCE then created an inventory of underutilized properties in Big Pine, Independence, and Lone Pine, where “underutilized land” means a parcel of land that is zoned to allow residential uses but is not currently built to the intensity allowed by the underlying land use or zoning designation. Determining underutilized lands consisted of the following steps.

- Identify Non-Vacant Infill Parcels that are:
 - Zoned to allow residential uses (including commercial zones).
 - Designated with a residential or non-residential property class in the County’s GIS database as of 2025.
 - Located within a local fire protection district.
 - Located within or adjacent to a water and/or sanitary sewer service district.
 - Designated as private or County.
 - Located near public transportation and other services.
- Verify (or approximate) existing development characteristics (e.g., density, FAR, height) of the identified Non-Vacant Infill Parcels through aerial imagery, photos or information provided by the County, real estate data (e.g., Redfin, Zillow, etc.), or other methods.

2. Vacant and Underutilized Lands Inventory

c. Big Pine Community

There are 21 infill parcels in Big Pine. These parcels are listed below and shown in **Figure B-1** and **Figure B-2**. Four (4) out of 21 parcels are currently developed with a single-family residence; the remaining parcels are vacant and undeveloped. The four (4) developed parcels are included in this inventory because the

underlying zone district (R-3-1.0) allows for additional units. As shown, parcel size ranges from approximately 0.16 acres (6,969 square feet) to approximately 1.13 acres (49,222 square feet). The parcels are primarily planned and zoned for residential use (15 out of 21 parcels), with six (6) parcels planned and zoned for central business or commercial uses.

d. Independence Community

There are 15 infill parcels in Independence. These parcels are listed below and shown in **Figure B-3** and **Figure B-4**. Fourteen (14) out of 15 parcels are currently undeveloped; the remaining parcel is currently used as a trailer connect. As shown, parcel size ranges from approximately 0.15 acres (6,500 square feet) to approximately 0.34 acres (15,000 square feet). Eight (8) parcels are planned and zoned for central business or commercial uses and seven (7) parcels are planned and zoned for residential uses.

e. Lone Pine Community

There are 18 infill parcels in Lone Pine. These parcels are listed below and shown in **Figure B-5** and **Figure B-6**. Three (3) out of 18 parcels are currently developed with a single-family residence; the remaining parcels are vacant and undeveloped. The three (3) developed parcels are included in this inventory as underutilized parcels because the parcels can either be subdivided further, or an additional unit is allowed by the site's zoning. As shown, parcel size ranges from approximately 0.11 acres (5,000 square feet) to approximately 2.5 acres (108,900 square feet). The parcels are primarily zoned for residential uses (14 out of 18 parcels), with four (4) parcels planned and zoned for central business or commercial uses.

3. Key Takeaways

a. Significant Housing Opportunities

The inventory establishes a database of 54 infill parcels across Big Pine (21 parcels), Independence (15 parcels), and Lone Pine (18 parcels) that have the potential for residential development.

b. Vacant Parcels Available for Immediate Development

A significant majority of the identified infill sites are currently vacant and undeveloped (17 in Big Pine, 14 in Independence, 15 in Lone Pine). These parcels represent immediate opportunities for development.

c. Underutilized Land with Additional Capacity

Beyond vacant lots, the inventory also includes some developed but underutilized parcels (4 in Big Pine, 1 in Independence, and 3 in Lone Pine). These parcels, primarily single-family residences on multi-family zoned land, provides potential for increased housing density through additional units or subdivisions.

d. Diverse Parcel Sizes and Zoning

The infill parcels range in size, from approximately 0.11 acres (5,000 square feet) to 2.5 acres (108,900 square feet), and are distributed across both residential and commercial zone districts in all three communities, which provides flexibility for diverse housing types.

Table: Vacant and Underutilized Lands Inventory – Big Pine

APN	Land Use Designation	Zoning	Existing Use	Acreage
003-155-14	Central Business District (CBD)	Central Business (CBD)	Vacant	0.17
003-210-10	Residential Medium-High Density (RMH)	Multiple Residential (R3-1.0)	Single-Family Residence	1.13
003-210-30	Central Business District (CBD)	Central Business (CBD)	Vacant	0.41
004-010-09	Residential Low Density (RL)	One Family Residences (R1-10,000)	Vacant	0.22
004-020-23	Residential Medium Density (RM)	Multiple Residential (R3-1.0)	Single-Family Residence	0.85
004-031-17	Residential Medium Density (RM)	One Family Residences (R1-5,800)	Vacant	0.25
004-031-18	Residential Medium-High Density (RMH)	Multiple Residential (R2-6,500)	Vacant	0.25
004-031-31	Residential Medium-High Density (RMH)	Multiple Residential (R2-6,500)	Vacant	0.65
004-032-09	Residential Medium-High Density (RMH)	Multiple Residential (R3-1.0)	Single-Family Residence	1.00
004-032-13	Central Business District (CBD)	Central Business (CBD)	Vacant	0.36
004-032-17	Residential Medium-High Density (RMH)	Multiple Residential (R3-1.0)	Single-Family Residence	0.89
004-040-04	Central Business District (CBD)	Central Business (CBD)	Vacant	0.80
004-040-22	Central Business District (CBD)	Central Business (CBD)	Vacant	0.35
004-070-42	Residential Medium Density (RM)	One Family Residences (R1-5,800)	Vacant	0.17
004-090-05	Residential Medium Density (RM)	One Family Residences (R1-5,800)	Vacant	0.60
004-101-09	Residential Medium Density (RM)	One Family Residences (R1-5,800)	Vacant	1.00
004-152-18	Central Business District (CBD)	Central Business (CBD)	Vacant	0.25
018-290-35	Residential Medium Density (RM)	One Family Residences (R1-7,200)	Vacant	0.22
018-290-54	Residential Medium Density (RM)	One Family Residences (R1-7,200)	Vacant	0.22
018-320-04	Residential Medium Density (RM)	PUD-ORD-326	Vacant	0.16
018-340-09	Residential Medium Density (RM)	PUD-ORD-326	Vacant	0.27

Table: Vacant and Underutilized Lands Inventory – Independence

APN	Land Use Designation	Zoning	Existing Use	Acreage
002-052-05	Central Business District (CBD)	Central Business (CBD)	Vacant	0.15
002-086-10	Central Business District (CBD)	Central Business (CBD)	Vacant	0.15
002-095-13	Central Business District (CBD)	Central Business (CBD)	Vacant	0.15
002-096-21	Central Business District (CBD)	Central Business (CBD)	Vacant	0.15
002-104-10	Central Business District (CBD)	Central Business (CBD)	Vacant	0.15
002-104-11	Central Business District (CBD)	Central Business (CBD)	Vacant	0.15
002-096-19	Central Business District (CBD)	Central Business (CBD)	Vacant	0.30
002-025-11	Central Business District (CBD)	Central Business (CBD)	Vacant	0.34
002-034-07	Residential Medium Density (RM)	One Family Residences (R1-5,800)	Vacant	0.15
002-051-04	Residential Medium Density (RM)	One Family Residences (R1-5,800)	Vacant	0.15
002-095-09	Residential Medium Density (RM)	One Family Residences (R1-5,800)	Vacant	0.15
002-036-10	Residential Medium-High Density (RMH)	One Family Residences (R1-5,800)	Vacant	0.17
002-055-12	Residential Medium Density (RM)	One Family Residences (R1-5,800)	Vacant	0.30
002-036-01	Residential Medium-High Density (RMH)	Multiple Residential (R2-6,500)	Trailer Connect	0.22
002-035-11	Residential Medium-High Density (RMH)	Multiple Residential (R2-6,500)	Vacant	0.30

Table: Vacant and Underutilized Lands Inventory – Lone Pine

APN	Land Use Designation	Zoning	Existing Use	Acreage
005-106-04	Central Business District (CBD)	Central Business (CBD)	Vacant	0.11
005-106-08	Central Business District (CBD)	Central Business (CBD)	Vacant	0.11
005-066-01	Central Business District (CBD)	Central Business (CBD)	Vacant	0.23
005-146-07	Central Business District (CBD)	Central Business (CBD)	Vacant	0.42
005-091-08	Residential Low Density (RL)	One Family Residences (R1-10,000)	Vacant	0.11
005-091-07	Residential Low Density (RL)	One Family Residences (R1-10,000)	Vacant	0.12
005-071-09	Residential Medium Density (RM)	One Family Residences (R1-5,800)	Vacant	0.16
005-071-10	Residential Medium Density (RM)	One Family Residences (R1-5,800)	Vacant	0.17
005-109-48	Residential Medium Density (RM)	One Family Residences (R1-5,800)	Vacant	0.20
005-113-32	Residential Medium Density (RM)	One Family Residences (R1-5,800)	Vacant	0.25
005-074-29	Residential Medium Density (RM)	One Family Residences (R1-5,800)	Single-Family Residence	0.67
005-010-24	Residential Medium Density (RM)	One Family Residences (R1-7,200)	Vacant	0.15
026-044-01	Residential Medium Density (RM)	One Family Residences (R1-7,200)	Vacant	1.25
026-044-06	Residential Medium Density (RM)	One Family Residences (R1-7,200)	Single-Family Residence	2.50
005-112-28	Residential Medium-High Density (RMH)	Multiple Residential (R2-6,500)	Single-Family Residence	0.17
005-072-03	Residential Medium-High Density (RMH)	Multiple Residential (R2-6,500)	Vacant	0.17
005-073-29	Residential Medium-High Density (RMH)	Multiple Residential (R2-6,500)	Vacant	0.17
005-112-15	Residential Medium-High Density (RMH)	Multiple Residential (R2-6,500)	Vacant	0.17

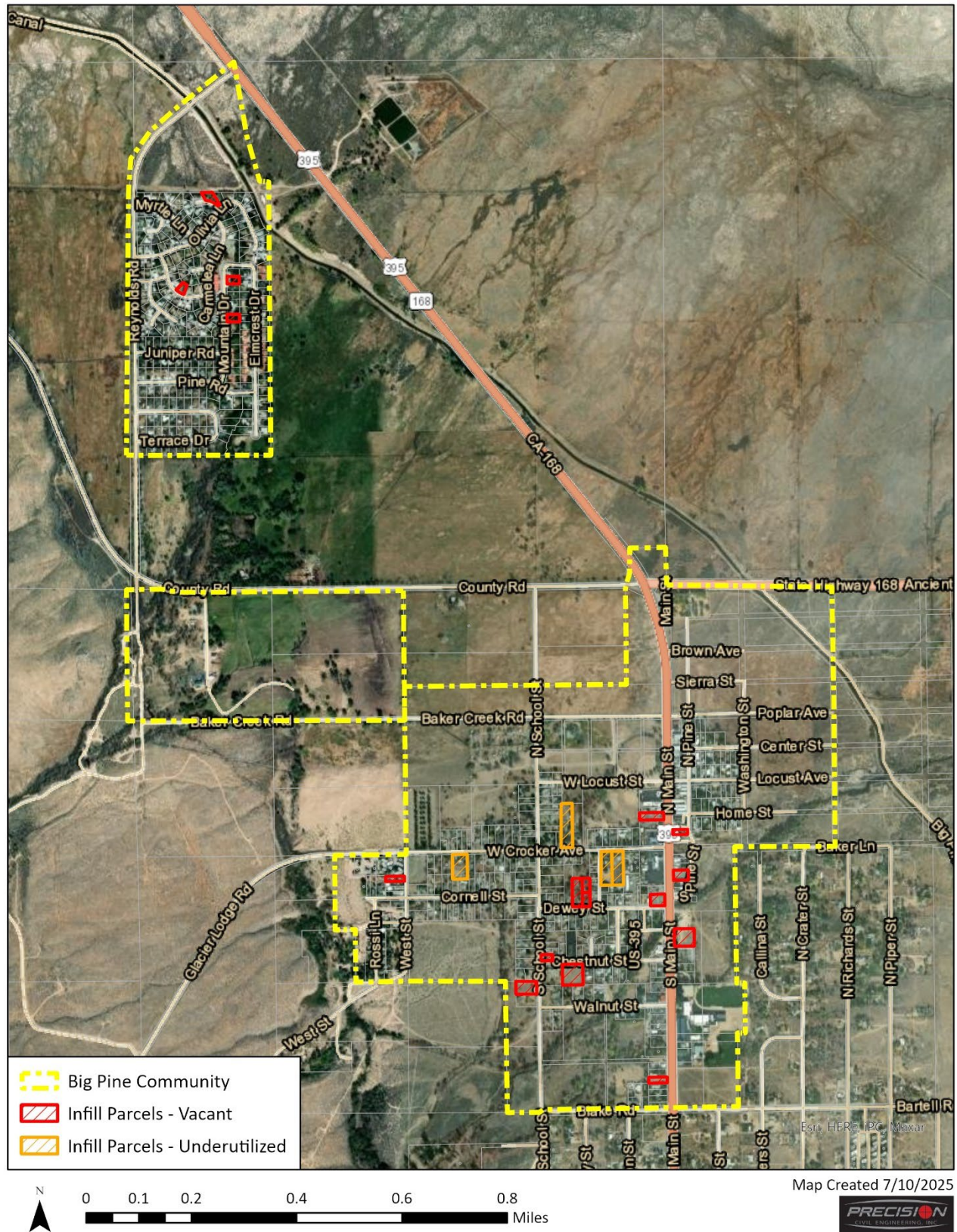


Figure B-1 Vacant and Underutilized Inventory (Aerial) – Big Pine

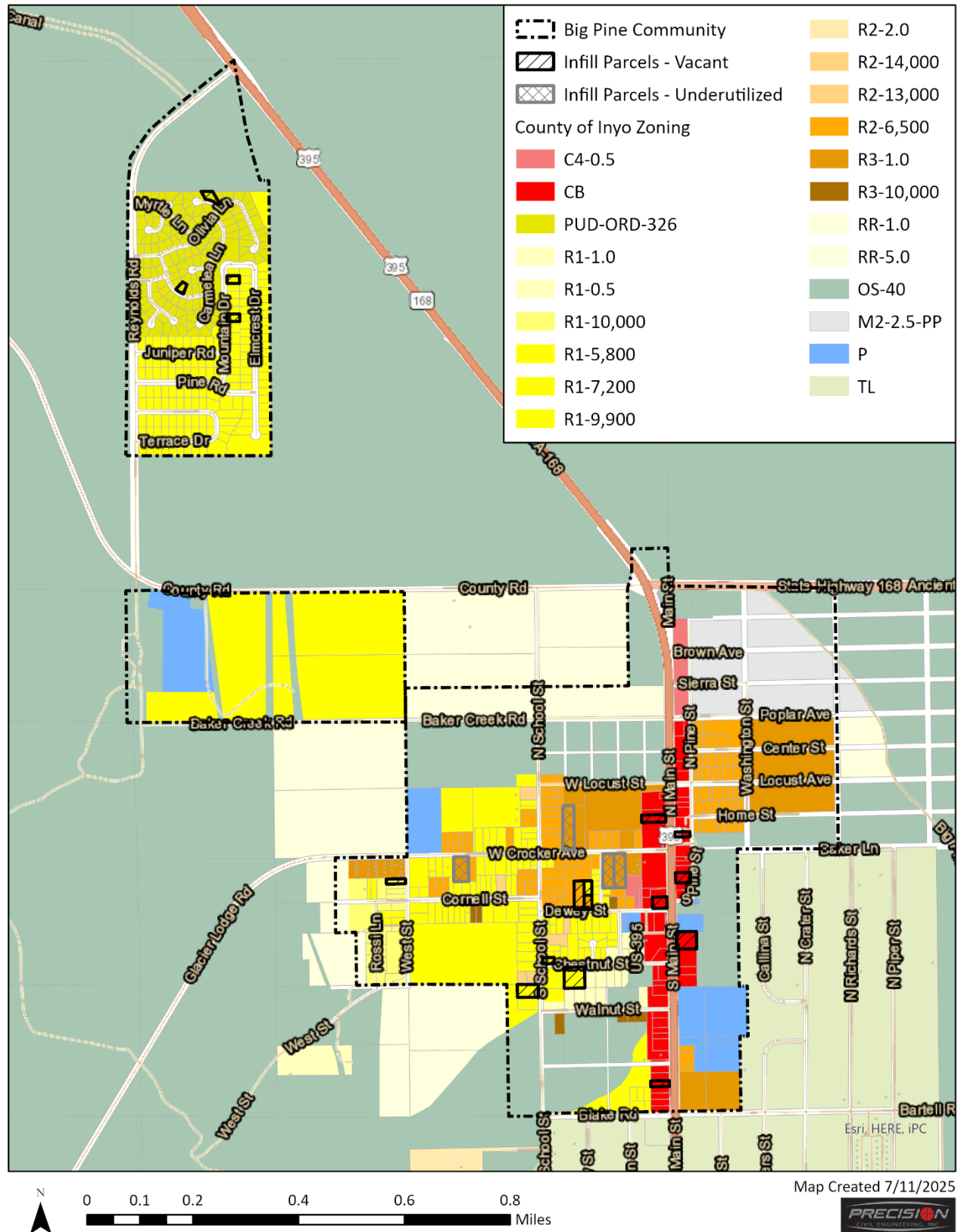


Figure B-2 Vacant and Underutilized Inventory (Zoning) – Big Pine

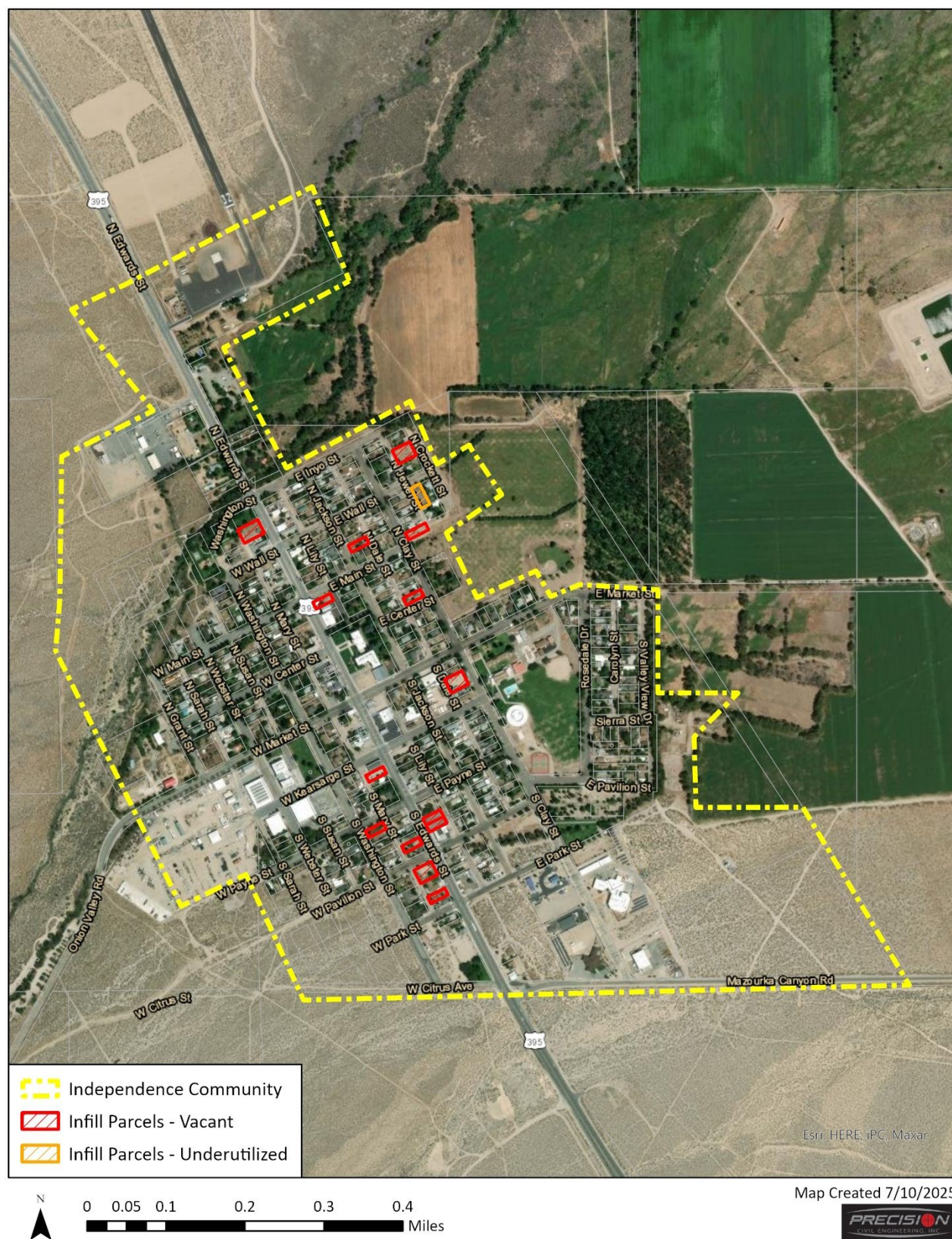


Figure B-3 Vacant and Underutilized Lands Inventory (Aerial) – Independence

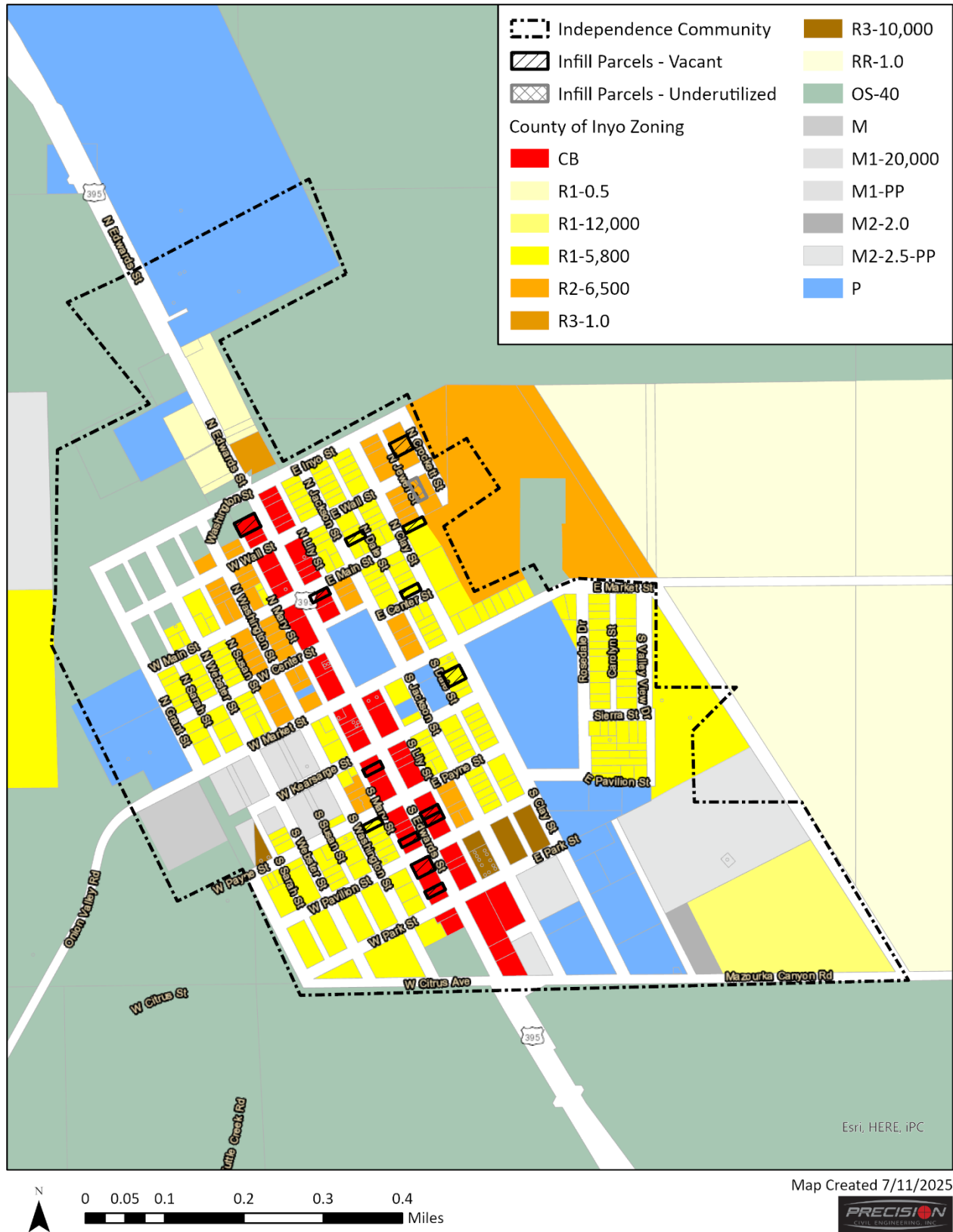


Figure B-4 Vacant and Underutilized Inventory (Zoning) – Independence

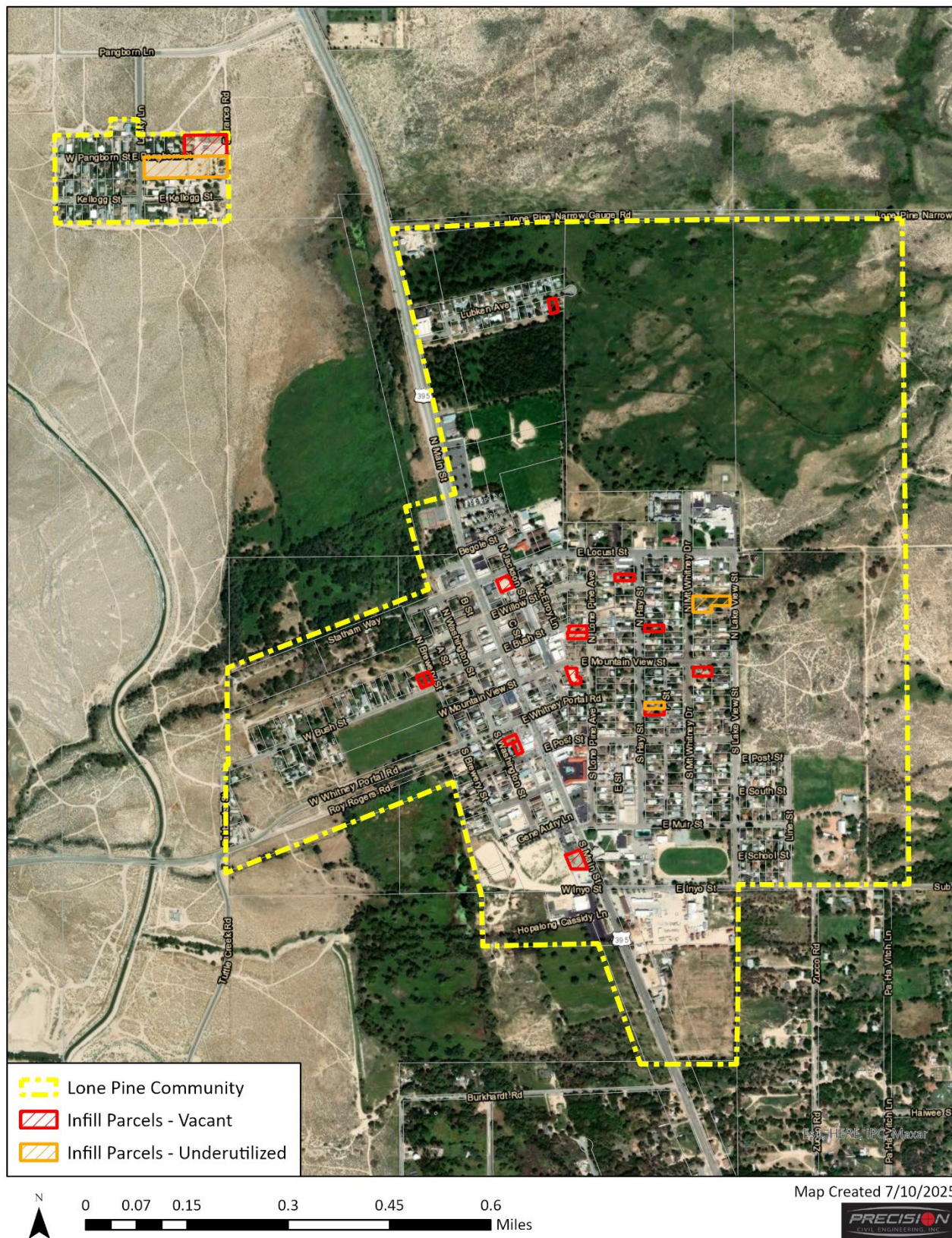


Figure B-5 Vacant and Underutilized Lands Inventory (Aerial) – Lone Pine



C. Infill Residential Capacity Study

The purpose of the Infill Residential Capacity Study is to identify recommendations for modifying development and design standards that could create more opportunities for infill residential development including ADUs and second units.

1. Parcel Screening and Initial Feasibility

This section details the initial assessment of the infill parcels, focusing on whether identified infill parcels can accommodate residential development at their maximum allowable density under current regulations. By conducting a 'test fit' analysis, this analysis establishes a baseline understanding of the development capacity of these parcels before exploring modifications to existing standards.

a. Test Fit Analysis

Utilizing the Vacant and Underutilized Lands Inventories, a “test fit” was performed on each infill parcel to analyze whether each parcel can be developed at the maximum density (e.g., General Plan maximum dwelling units per acre by land use designation) under the existing development standards. Only seven (7) parcels out of the total analyzed were identified as not capable of reaching maximum density due to use limits and minimum lot size.

2. Quantifying Residential and ADU Capability for Infill Parcels

Building on the initial assessment, this section provides a more detailed quantification of the potential residential and ADU capacity within the identified infill parcels. By applying current General Plan densities, zoning allowances, and State ADU Law, this analysis provides data on the number of potential housing units and highlights any discrepancies between planned and permitted densities.

a. Residential Capacity Analysis

The potential residential capacity for the infill parcels was calculated using the residential density outlined in the General Plan (i.e., maximum dwelling units per acre) and the number of permitted units within the underlying zoning district. The results indicate a maximum capacity of 247 units under General Plan maximum densities and a maximum capacity of 195 units under zoning.¹ This 52-unit difference highlights a mismatch between the General Plan’s intended density and the zoning use restrictions in all three communities, which could limit a property owner’s ability to develop the site to the intended density and make the most efficient use of their property.

b. ADU Capacity of Infill Parcels

The potential ADU capacity for the infill parcels was calculated based on ADUs allowed under current State ADU Law. Specifically, one (1) junior ADU, one (1) attached ADU, and one (1) detached ADU per single-family lot and up to eight (8) detached ADUs (not to exceed the number of existing units, if any) per multi-family lot. The results indicate the maximum ADU capacity of the 54 infill parcels under current State ADU Law is 287

¹ Numbers represent capacity. The actual number of units that could be built is contingent upon specific site constraints and adherence to additional development standards.

units. This number does not account for site specifics that could restrict ADU development, such as site layout, constraints, and compliance with applicable requirements (e.g., fire code, building code, etc.).

c. Adaptive Reuse of Non-Residential Buildings

Another potential strategy for infill development is adaptive reuse, or the conversion of existing buildings into residential units. This strategy leverages existing infrastructure and building stock. The community, through workshops and surveys, has shown general interest in encouraging the redevelopment and reuse of existing buildings along or near Main Street (Highway 395) for housing. Of note, most buildings in these areas are in the CB zone district, which allows multi-family residential development and ADUs.

The potential residential capacity for CB zoned parcels with existing non-residential structures, except for certain uses like gas stations, mini-storage, County facilities, etc., was calculated using the residential density outlined in the General Plan (i.e., maximum dwelling units per acre). The results indicate a maximum capacity of 186 units in Big Pine, 125 units in Independence, and 241 units in Lone Pine. This number does not account for whether these buildings are vacant, nor does it consider site specifics that could restrict residential development, such as site layout, constraints, and compliance with applicable requirements (e.g., fire code, building code, etc.).

3. Analyzing Development Constraints and Potential for Flexibility

This section analyzes specific regulatory and physical constraints that may impede infill residential development. By analyzing subdivision potential, buildable area, and modeling the impact of reduced setbacks, this section identifies recommendations for modifying development standards to increase housing capacity in the three (3) communities.

a. Subdivision Analysis

The potential for the infill parcels to be subdivided into smaller parcels was calculated based on the existing square footage of each parcel and the minimum lot size requirements of the underlying zoning districts. The results show 10 infill parcels could be potentially subdivided into 46 lots; the actual number of lots would be dependent on lot configurations and compliance with applicable regulations. This potential for subdivisions represents an opportunity to create new parcels that could accommodate additional housing as allowed within the underlying General Plan land use designation and zoning district for each individual parcel.

Of the parcels identified as unsuitable for further subdivision, the majority are limited by minimum lot size requirements. These parcels currently adhere to the 50-foot minimum lot width requirements, with depths ranging from 100 to 240 feet. Further subdivision of these parcels would be possible if minimum lot size requirements were reduced and if the site had adequate access. However, an across-the-board reduction in minimum lot size is not recommended as the specific reductions needed to enable subdivisions vary significantly by zone district and parcel (e.g., 3,250 square feet for R-1-5,800, 3,750 square feet for R-2-6,500, and 4,721 square feet for R-1-7,200). These reductions would result in significantly smaller parcels that may or may not have adequate site access (e.g., public street frontage or access easements).

Beyond lot size requirements, the analysis also shows that a limited number of infill parcels, specifically larger lots zoned R3-1.0 ranging from 38,590 square feet to 49,223 square feet, could currently be

constrained by minimum width requirements. A reduction of the minimum width to 50 feet could increase the subdivision potential for these parcels, allowing the creation of an additional two (2) to three (3) lots per site depending on site access. Enabling subdivisions could encourage development through reduced per-unit land costs or phased development, or through broader market appeal to builders who may not have the capacity to carry out larger development.

b. Buildable Area Analysis

The buildable area for the infill parcels was determined by analyzing lot size, dimensions, and required setbacks per the Zoning Ordinance for each zoning district. Buildable areas generally vary by zoning district:

- **R-1:** buildable area ranges from 44% for 5,000+ square foot lots to 87% for 100,000+ square foot lots.
- **R-2:** buildable area ranges from 56% for 7,500+ square foot lots to 76% for 28,000+ square foot lots.
- **R-3:** buildable area ranges from 78% for 36,000+ square foot lots to 83% for 49,000+ square foot lots.
- **CBD:** buildable area is maintained at 100% due to zero lot line setbacks, except for two lots adjacent to an R-1 zone district.

To understand how setbacks affect buildable area, three (3) scenarios involving reductions in front and rear yard setbacks (5, 10, and 15 feet) were modeled for residentially zoned parcels to evaluate potential increases in buildable area. These results are summarized as follows.

R-1 Zoned Lots:

- **Scenario 1 (5-foot reduction):** an average increase of 7% from current setback requirements with a new range of 52% to 89%.
- **Scenario 2 (10-foot reduction):** an average increase of 13% from current setback requirements with a new range of 60% to 90%.
- **Scenario 3 (15-foot reduction):** an average increase of 20% from current setback requirements with a new range of 68% to 92%.

R-2 Zoned Lots:

- **Scenario 1 (5-foot reduction):** an average increase of 6% from current setback requirements with a new range of 61% to 79%.
- **Scenario 2 (10-foot reduction):** an average increase of 12% from current setback requirements with a new range of 67% to 82%.
- **Scenario 3 (15-foot reduction):** an average increase of 18% from current setback requirements with a new range of 72% to 85%.

R-3 Zoned Lots:

- **Scenario 1 (5-foot reduction):** an average increase of 6% from current setback requirements with a new range of 82% to 85%.
- **Scenario 2 (10-foot reduction):** an average increase of 11% from current setback requirements with a new range of 86% to 87%.
- **Scenario 3 (15-foot reduction):** an average increase of 16% from current setback requirements with a new range of 87% to 88%.

c. *Key Takeaways*

Key takeaways from the capacity analysis are summarized below.

Significant Infill Potential Identified

This analysis identified 54 infill parcels across Big Pine, Independence, and Lone Pine with potential for future residential development, indicating a base for increasing housing supply within existing communities.

General Plan vs. Zoning Mismatch Limits Density

A notable discrepancy exists between the General Plan's intended residential density (maximum 247 units) and the more restrictive current zoning standards (maximum 195 units) for the identified infill parcels. This 52-unit difference highlights a regulatory barrier that could discourage property owners from developing sites to their full potential as envisioned by the General Plan, thereby limiting efficient land use.

State ADU Law Increases Unit Capacity for Infill Parcels

Under current State ADU Law, the 54 identified infill parcels alone have a maximum ADU capacity of 287 units. This number surpasses the capacity for primary units under existing zoning. This highlights ADUs as a potential primary mechanism for increasing housing supply within existing communities.

Adaptive Reuse for Non-Residential Buildings

The conversion of existing non-residential buildings into residential units, particularly in areas along Main Street (Highway 395) with CB zoning, offers an opportunity for infill development by leveraging existing infrastructure and building stock. There's a potential capacity of 186 units in Big Pine, 125 in Independence, and 241 in Lone from such conversions, although dependent on site specifics.

Subdivision Potential Increases Housing Opportunities

Ten (10) of the infill parcels have the potential to be subdivided into an additional 46 lots. This represents an opportunity to create new, developable parcels that could increase housing stock, assuming appropriate lot configurations and regulatory compliance. Current minimum lot size and width requirements were identified as potential constraints preventing further subdivision of most parcels. Reducing lot size minimums, combined with ensuring adequate access, could increase subdivision potential, but across-the-board reductions are not recommended. Reducing the minimum width of R3-1.0 could increase housing capacity and make multi-family development more feasible.

Buildable Area is Constrained by Setbacks, but Modifiable

Current development standards, particularly setbacks, limit the buildable area on residential lots (e.g., R-1 lots range from 44-87% buildable, R-2 from 56-76%, R-3 from 78-83%). Modifying front and rear yard setbacks offers a way to increase buildable area. A 15-foot setback reduction (Scenario 3) could lead to average buildable area increases of 20% for R-1 lots, 18% for R-2 lots, and 16% for R-3 lots. This demonstrates the impact of adjusting standards on development capacity.

4. ADU/Second Unit Development

This section analyzes the potential for ADU/Second Unit Development within the Big Pine, Independence, and Lone Pine communities, specifically for detached ADUs on lots with existing dwelling(s).

a. Methodology

This analysis aims to estimate the potential for detached ADU development within the Big Pine, Independence, and Lone Pine communities. The scope includes all parcels within these communities that permit residential development (including both residential and commercial zone districts) and have at least one existing primary dwelling. The focus of this analysis is on estimating the potential for new detached ADUs, strictly adhering to the allowances set forth by current California State ADU Law.

Under State ADU Law, the potential for detached ADUs is calculated as:

- One (1) detached ADU per single-family lot.
- Up to eight (8) detached ADUs on multi-family lots, provided that the number of new ADUs does not exceed the total number of existing residential units already on that parcel.

The data utilized for this analysis is derived from the 2025 Inyo County Assessor's database. Parcels were systematically sorted by community (Big Pine, Independence, and Lone Pine), then by property class (e.g., Single Family Residence (SFR), Apartments (APTS), Duplex, Triplex), and finally by zoning district (e.g., R-1, R-2, R-3, C-B, etc.). Assumptions for ADU potential are as follows.

- **Single-Family Parcels:** Parcels identified with a 'Single Family Residence (SFR)' property class were assumed to be single-family lots and thus assigned a potential for one (1) detached ADU.
- **Multi-Family Parcels:** Parcels identified with multi-family property classes (e.g., 'APTS', 'Duplex', 'Triplex') or explicitly indicating multiple existing residential units were categorized as multi-family lots. For these, the potential number of detached ADUs was capped at the lesser of eight (8) or the number of existing residential units as indicated by the assessor's data for that specific parcel. This ensures compliance with the State Law's cap based on existing units.

These data points provide an estimate of potential capacity based on available parcel data and State ADU Law. The identification of an existing primary dwelling on each parcel, which is a requirement for ADU development, is based solely on the 2025 County Assessor's property class data and does not include on-site verification or further confirmation of existing dwellings for each parcel.

The resulting data, presented in the tables below, represents the estimated potential number of detached ADUs per zoning district. The analysis does not account for other types of ADUs permitted under State ADU Law, such as attached ADUs or Junior Accessory Dwelling Units. Therefore, the presented figures represent a partial estimate of the total ADU potential.

b. ADU Capacity Analysis

Big Pine Community

In Big Pine, 511 out of 746 parcels allow for residential development (i.e., parcels within a residential or commercial zone district) and have an existing dwelling. The table below identifies these parcels for each zone district as well as the average and median parcel sizes and potential ADUs. An analysis is provided below.

Table: Parcel Size of Zone Districts that Allows Residential Development – Big Pine

Zoning	Parcels Analyzed	Parcel Size (Square Feet)				Potential Detached ADUs
		Average	Q1	Median	Q3	
R-1	264	11,960	9,064	9,350	12,848	281
R-2	86	12,208	6,890	10,457	14,025	117
R-3	12	27,003	12,527	23,946	37,872	25
RR	1	51,442	51,442	51,442	51,442	1
PUD	124	8,767	7,194	7,734	8,859	124
C-B	24	11,888	9,149	11,983	14,437	29
Totals	511	--	--	--	--	577

**Parcels with multiple zones are not included in this table.*

- **R-1 zoning** represents the largest segment of parcels (52%) suitable for detached ADUs (281 potential ADUs). This means that a significant portion of Big Pine's single-family residential land base has the capacity for ADU development, providing the greatest potential for increasing housing units. In addition, with a median size of 9,350 square feet and middle 50% of parcels ranging from 9,064 to 12,848 square feet, R-1 zoned lots are generally large enough to accommodate ADUs.
- **R-2 zoning** represents a sizable number of parcels (17%) suitable for detached ADUs (117 potential ADUs). R-2 parcels have a median size of 10,457 square feet with the middle 50% range between 6,890 and 14,025 square feet. Even at the lower end of this range, these lots are typically large enough to accommodate a primary dwelling and an ADU. Because R-2 zoning permits duplexes and higher densities than R-1 zoning, ADUs can further increase the density potential and support more housing.
- **R-3 zoning** represents a smaller number of parcels (2%) suitable for detached ADUs (25 potential ADUs). Of note, these parcels are large with an average size of 27,003 square feet and median of 23,946 square feet, which suggest the parcels could integrate ADUs alongside existing dwellings. Despite a smaller total count of parcels, the projected potential of 25 detached ADUs suggests that many parcels can accommodate more than one ADU, which can greatly increase the housing supply. Because R-3 zoning is designated for higher density, multi-family housing, ADUs could further optimize land use within this denser residential zone.
- **PUD zoning**, specifically PUD-ORD-326, represents a significant number of parcels (24%) suitable for detached ADUs (124 potential ADUs). PUD parcels have a sizable average size of 8,767 square feet, which is slightly smaller than R-1 and R-2 lots. On average, each PUD parcel could accommodate at least one (1) detached ADU.
- **C-B zoning** represents a smaller number of parcels (5%) suitable for detached ADUs (29 potential ADUs) but demonstrates a capacity to contribute to housing supply through mixed-use infill development

within the commercial core of Big Pine. The median parcel size of 11,983 square feet and an average of 11,888 square feet could provide ample space for detached ADUs.

Independence Community

In Independence, 253 out of 433 parcels allow for residential development (i.e., sites within a residential or commercial zone district) and have an existing dwelling. The table below identifies the developable parcels for each zone district as well as the average and median parcel sizes potential ADUs. An analysis is provided below.

Table: Parcel Size of Zone Districts that Allows Residential Development – Independence

Zoning	Parcels Analyzed	Parcel Size (Square Feet)				Potential Detached ADUs
		Average	Q1	Median	Q3	
R-1	177	9,301	6,503	6,819	10,228	193
R-2	50	8,642	6,503	6,502	12,268	57
R-3	2	34,642	25,991	34,642	43,293	4
C-B	24	9,707	6,503	6,503	13,006	24
Totals	253	--	--	--	--	278

**Parcels with multiple zones are not included in this table.*

- **R-1 zoning** represents the largest segment of parcels (70%) suitable for detached ADUs (193 potential ADUs). This means that a significant portion of Independence's single-family residential land base has the capacity for ADU development, providing the greatest potential for increasing housing units. In addition, with a median size of 6,819 square feet and middle 50% of parcels ranging from 6,503 to 10,228 square feet, R-1 zoned lots are generally large enough to accommodate a primary dwelling and ADU.
- **R-2 zoning** represents a smaller number of parcels (20%) suitable for detached ADUs (57 potential ADUs). R-2 parcels have a median size of 6,502 square feet with the middle 50% range between 6,503 and 12,268 square feet. Even at the lower end of this range, these lots are typically large enough to accommodate a primary dwelling and an ADU. Because R-2 zoning permits duplexes and higher densities than R-1 zoning, ADUs can further increase the density potential and support more housing.
- **R-3 zoning** only accounts for two (2) parcels suitable for detached ADUs (4 potential ADUs); however, these parcels are large with an average and median size of 34,642 square feet which indicates there may be ample space for significant housing development.
- **C-B zoning** represents a smaller number of parcels (9%) suitable for detached ADUs (24 potential ADUs) but demonstrates a capacity to contribute to housing supply through mixed-use infill development within the commercial core of Independence. The median parcel size of 6,503 square feet and an average of 9,707 square feet could provide ample space for detached ADUs.

Lone Pine Community

In Lone Pine, 396 out of 644 parcels allow for residential development (i.e., sites within a residential or commercial zone district) and have an existing dwelling. The table below identifies the developable parcels for each zone district as well as the average and median parcel sizes potential ADUs. An analysis is provided below.

Table: Parcel Size of Zone Districts that Allows Residential Development – Lone Pine

Zoning	Parcels Analyzed	Parcel Size (Square Feet)				Potential Detached ADUs
		Average	Q1	Median	Q3	
R-1	270	9,658	6,444	7,257	10,005	319
R-2	106	8,415	7,399	7,497	9,076	161
R-3	4	23,754	9,844	14,975	28,886	25
RR	1	210,039	210,039	210,039	210,039	1
C-2	1	11,817	11,817	11,817	11,817	8
C-3	1	5,002	5,002	5,002	5,002	2
C-B	13	5,589	5,002	5,002	5,002	21
Totals	396	--	--	--	--	537

**Parcels with multiple zones are not included in this table.*

- **R-1 zoning** represents the largest segment of parcels (68%) suitable for detached ADUs (319 potential ADUs). This means that a significant portion of Lone Pine's single-family residential land base has the capacity for ADU development, providing the greatest potential for increasing housing units. In addition, with a median size of 7,257 square feet and middle 50% of parcels ranging from 6,444 to 10,005 square feet, R-1 zoned lots are generally large enough to accommodate a primary dwelling and ADU.
- **R-2 zoning** represents a smaller number of parcels (27%) suitable for detached ADUs (161 potential ADUs). R-2 parcels have a median size of 7,497 square feet with the middle 50% range between 7,399 and 9,076 square feet. Even at the lower end of this range, these lots are typically large enough to accommodate a primary dwelling and an ADU. Because R-2 zoning permits duplexes and higher densities than R-1 zoning, ADUs can further increase the density potential and support more housing.
- **R-3 zoning** only accounts for four (4) parcels suitable for detached ADUs (25 potential ADUs); however, these parcels are large with an average and median size of 23,754 square feet and a median of 14,975 square feet which indicates there may be ample space for significant housing development.
- **C-B zoning** represents a smaller number of parcels (3%) suitable for detached ADUs (21 potential ADUs) but demonstrates a capacity to contribute to housing supply through mixed-use infill development within the commercial core of Lone Pine. The median parcel size of 5,002 square feet and an average of 5,589 square feet could provide some space for detached ADUs.

c. *Key Takeaways*

Key takeaways from the ADU/second unit development capacity analysis are summarized below. Across all communities and zone types, State ADU Law can help increase housing capacity and the physical characteristics of most parcels appear generally conducive to accommodating the range of ADUs allowed.

Significant Overall ADU Potential on Existing Parcels

The three communities combined demonstrate a significant overall potential for more than 1,300 new detached ADUs (577 in Big Pine, 278 in Independence, and 537 in Lone Pine). This capacity is identified on parcels that allow residential development and have an existing dwelling(s), highlighting efficient use of the existing land base.

R-1 Zoning is the Largest Contributor to ADU Potential

In all three communities, R-1 zoning represents the largest proportion of suitable parcels (52% in Big Pine, 70% in Independence, and 68% in Lone Pine) and offers the highest number of potential detached ADUs. The median parcel sizes in R-1 zones across the three (3) communities are generally ample, ranging from approximately 6,819 square feet to 9,350 square feet, to be able to accommodate a primary dwelling and detached ADU.

Contributions from Other Zones

R-2 zones in all three (3) communities consistently provide a significant number of additional ADU opportunities on well-sized lots. R-3 zones, though fewer in number, demonstrate high ADU potential per parcel due to their very large lot sizes (e.g., median of 10,457 square feet in Big Pine, 7,491 square feet in Lone Pine), which allows for multiple detached ADUs. PUD zoning in Big Pine presents a significant opportunity for ADUs, with the potential for one (1) detached ADU per lot. Lastly, commercial zones contribute to ADU potential, with the potential for mixed-use development within core commercial areas.

Lot Sizes and Feasibility

The analysis shows that the median and quartile parcel sizes across most residential and commercial zones are generally large enough to accommodate primary dwelling(s) and detached ADUs. The availability of adequately sized lots, combined with allowances under State ADU Law, demonstrates a strong physical feasibility of ADU development as a strategy to increase housing opportunities.

D. Recommendations for Infill Residential Opportunities

Based on the analysis conducted, County review and verification of the findings, in addition to feedback received through community outreach and engagement efforts, PCE has identified specific recommendations for modifications to the General Plan and Zoning Ordinance that would increase infill residential opportunities. Any recommendations that would modify the General Plan and Zoning Ordinance will be reviewed for consistency between the two.

1. Recommendations to Align Zoning with General Plan Densities

Revise existing zoning use restrictions to align with the higher residential densities intended by the General Plan. The study identified a 52-unit discrepancy between the General Plan's maximum densities (247 units) and current zoning regulations (195 units). Updating zoning to match the General Plan would ensure that sites could be developed to their intended density, leading to more efficient land use and more opportunities for housing production. Examples of modifications to the Zoning Ordinance are shown below.

Ch. 18.30 R-1 DISTRICTS – ONE FAMILY RESIDENCES

§ 18.30.030 Permitted uses.

The following principal uses are permitted in an R-1 district:

- A. ~~One~~ Single-family dwelling(s) ~~on a lot~~, including single-family mobilehomes. Number of dwellings to be determined by the general plan;

Ch. 18.33 R-2 DISTRICTS – MULTIPLE RESIDENTIAL

§ 18.33.020 Permitted uses.

The following principal uses are permitted in an R-2 district:

- A. ~~One~~ Single-family dwelling(s) ~~on a lot~~; two separate single-family dwellings, including single-family mobile homes. Number of dwellings to be determined by the general plan;
- B. Duplex, including two-family mobile homes;
- C. Multiple-family dwelling(s). Number of dwelling units to be determined by the general plan;

2. Recommendations to Maximize Buildable Area through Setback Adjustments

Implement targeted reductions in front and rear yard setback requirements for residential zones (R-1, R-2, R-3). Modeling demonstrated that reducing setbacks by 5, 10, or 15 feet significantly increases the buildable area on parcels (e.g., up to a 20% average increase for R-1 lots with a 15-foot reduction). This increased flexibility in buildable area allows for larger or more efficiently designed residential units, maximizing the housing potential of each lot. Examples of modifications to the Zoning Ordinance are shown below; of note, modifications can be made Countywide or limited to infill areas.

Ch. 18.30 R-1 DISTRICTS – ONE FAMILY RESIDENCES

§ 18.30.070 Yards.

The minimum requirements for yards in R-1 districts shall be as follows:

A. Depth of front yard, subject to the exceptions set forth by the general regulations, ~~twenty-five feet~~ **[select one:]** twenty-feet, fifteen feet, ten feet;

B. Depth of rear yard, ~~twenty feet~~ **[select one:]** fifteen feet, ten feet, five feet;

Ch. 18.33 R-2 DISTRICTS – MULTIPLE RESIDENTIAL

§ 18.33.050 Yards.

The minimum requirements for yards in the R-2 district shall be as follows:

A. Depth of front yard: ~~twenty-five feet~~ **[select one:]** twenty-feet, fifteen feet, ten feet;

B. Depth of rear yard: ~~twenty feet~~ **[select one:]** fifteen feet, ten feet, five feet;

3. Recommendations to Enhance ADU Development

- **Allow for more detached ADUs beyond State Minimums:** Given the community's general support for ADUs, increasing the permitted number of detached ADUs could accelerate housing production. This approach would maximize the utilization of larger parcels, particularly in R-1, R-2, R-3, and PUD zones where ample lot sizes have been identified. Any expansion should be balanced with considerations for infrastructure capacity and emergency services.
- **Zoning Clarification for ADUs:** Amend the Zoning Ordinance to explicitly state that ADUs are a distinct housing type and not classified as general "accessory buildings."
- **Integrate ADUs into Zoning as a Permitted Use:** Clearly designate ADUs as permitted uses within relevant residential (e.g., R-1, R-2) and mixed-use (e.g., CB) zoning districts.
- **Broaden ADU Types:** Define Manufactured Homes and Tiny Homes as permissible ADU types within the Zoning Ordinance, establishing clear and specific development standards for them.
- **Provide Comprehensive ADU Resources:** Develop and distribute an ADU Guidebook and informational handout to streamline the development process for homeowners.

4. Adaptive Reuse of Existing Buildings

Consider implementing an Adaptive Reuse Ordinance to encourage the repurposing of non-residential (possibly older, vacant, or dilapidated) buildings into housing. By offering relief from typical development standards (like reduced parking and increased height limits), providing incentives (such as increased density and streamlined application processing), and utilizing objective design standards, the County can make it easier and more cost-effective for owners to create new dwelling units. Possible considerations include a rolling eligibility date (e.g., those over a certain age, or those that have been vacant for a certain time) and a requirement for a minimum number of dwelling units per project, ensuring the primary focus is providing more housing opportunities.



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

September 2, 2025

Reference ID:
2025-516

Jail Security Upgrade Contract Amendment Sheriff ACTION REQUIRED

ITEM SUBMITTED BY

Office of the Sheriff

ITEM PRESENTED BY

Shane Scott, Lieutenant

RECOMMENDED ACTION:

Ratify and approve an amendment to the agreement between the County of Inyo and Integrated Security Controls (ISC) of Santa Rosa, CA for the provision of security and camera system installation, increasing the not-to-exceed amount by \$21,302.00, for a total of \$1,256,072.00, and amending attachment B, Schedule of Fees to include change order one (1) to change camera types for a net increase of \$11,735.00; and change order two (2) to include three additional cameras for \$9,566.00 for the period of June 25, 2024 through project completion, contingent upon the Board's approval of future budgets, and authorize the Sheriff or designee to sign the amendment.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Sheriff's Department contracted with Integrated Security Controls last year to upgrade security cameras and related items within the Inyo County Jail. While on site, it was determined that different camera types and additional cameras should be added in locations that previously lacked surveillance to improve the safety of personnel and the incarcerated persons detained in the jail.

Change Orders for this change and additional work were approved by Sheriff Department personnel prior to receiving Board approval as it was more cost-effective to have the work performed while the contractor was on-site and in the process of installing cameras pursuant to the scope of work in the original agreement.

FISCAL IMPACT:

Funding Source	Non-General Fund CCP (AB109) funds	Budget Unit	022706
Budgeted?	Yes	Object Code	4821/5700
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$21,302 of additional funds for the period between June 25, 2024, and project completion.

Future Fiscal Year Impacts

Warranty on all equipment and systems for a two (2) year period at no additional cost to the Sheriff's Office. The warranty shall cover all costs for "WARRANTY SERVICES", including parts, labor, prompt field service, pick-up, and transportation. Warranty begins when system commissioning is completed, punch list items are resolved, and the Sheriff's office provides written acceptance of the system. Warranty must be backed in writing by the manufacturer. Provide extended Maintenance Service beyond the required 2-year warranty period on a time and material basis for each of the systems. Service Technician must respond within 8 hours 24/7 (weekends and holidays included). After the initial warranty expires, an annual maintenance agreement can be entered into.

Additional Information

As part of our commitment to enhancing security, we have successfully installed three additional cameras and upgraded several existing camera types to better align with the project requirements for the fiscal year 2024-2025. This initiative not only strengthens our surveillance capabilities but also ensures a safer environment for everyone in and around the facility.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to ratify the amendment. This is not recommended as materials have already been installed to maximize visibility in blind spots, thereby improving safety within the Jail. Additionally, non-payment to the vendor could lead to litigation with the County, resulting in increased General Fund costs and staff time.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Probation

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services

High Quality Services | Improved County Facilities

APPROVALS:

Riannah Reade	Created/Initiated - 07/24/2025
Darcy Israel	Approved - 07/24/2025
Riannah Reade	Approved - 08/21/2025
Denelle Carrington	Approved - 08/25/2025
John Vallejo	Approved - 08/25/2025
Amy Shepherd	Approved - 08/26/2025
Stephanie Rennie	Approved - 08/26/2025
Nate Greenberg	Final Approval - 08/26/2025

ATTACHMENTS:

1. Integrated Security Control Contract
2. Integrated Security Control Amendment One
3. Integrated Security Control Cost Summary with Change Orders

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a special meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 25th day of June 2024 an order was duly made and entered as follows:

*Sheriff –
Jail Security &
Camera System
Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve and award the contract for the Inyo County Jail Security and Camera Project to Integrated Security Controls, Inc. (ISC) of Santa Rosa, CA, in an amount not exceeding \$1,234,770, and enter into standard county contract 116 for the period of June 25, 2024 through project completion, contingent upon approval of future budgets, and authorize the Sheriff or designee to sign any documents needed for the project. Motion carried 4-0 with Chairperson Kingsley absent.

WITNESS my hand and the seal of said Board this 25th
Day of June, 2024

Routing
CC Purchasing Personnel Auditor CAO Other: Sheriff DATE: June 28, 2024



NATHAN GREENBERG
Clerk of the Board of Supervisors

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

By: _____



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 25, 2024

Reference ID:
2024-367

Inyo County Jail Security and Camera System Sheriff ACTION REQUIRED

ITEM SUBMITTED BY

Office of the Sheriff

ITEM PRESENTED BY

Shane Scott, Lieutenant

RECOMMENDED ACTION:

Approve and award the contract for the Inyo County Jail Security and Camera Project to Integrated Security Controls, Inc. (ISC) of Santa Rosa, CA, in an amount not exceeding \$1,234,770, and enter into standard county contract 116 for the period of June 25, 2024 through project completion, contingent upon approval of future budgets, and authorize the Sheriff or designee to sign any documents needed for the project.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Sheriff's Office has been working diligently to upgrade the security system at the Inyo County Jail in order to improve the safety of staff and occupants of the Inyo County Jail facility. The Sheriff's Office initiated a formal procurement process, and a committee of Inyo County employees evaluated the RFP responses. Integrated Security Controls, Inc. scored the highest and was the least costly.

Responses to the RFP were as follows:

ICS base price was \$1,152,996

Alternate 1 was replacing the Tower Control Console was an additional \$81,774
We scored this at 70, 81, 78, & 79 out of 100.

Siemens base price was \$2,125,0000

Add Alt. – for cable certification – Fiber/Copper was an additional \$25,000
We scored this at 70, 73, 69, & 68 out of 100.

Sierra Security base price was \$2,111,432.62

We scored this at 39, 31, 44, & 40 out of 100.

FISCAL IMPACT:

in

Funding Source	Non-General Fund CCP (AB109) funds	Budget Unit	022706
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Budgeted?	Yes	Object Code	5700
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
\$900,000 encumbered to start work in fiscal year 2023-2024			
Future Fiscal Year Impacts			
\$334,770 encumbered to complete work in fiscal year 2024-2025			
Additional Information			

The CCP Board authorized an estimate of \$900,000 for the Jail Security Project in April 2023, prior to the (RFP) request for proposal process was completed. All the (RFP) responses exceeded the estimated \$900,000. In June 2024, the CCP Board authorized the additional amount \$334,770 for the project.

Although money will be encumbered and some work started in June 2024, expenses will mostly occur during the next fiscal year, 2024-2025 and is included in the preliminary budget. The vendor will invoice the County monthly for work completed.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could reject the bid and direct staff to initiate a new process. This is not recommended as Integrated Security Controls was selected as the vendor after following a full procurement process and the selected proposal fully meets the County's needs and requirements for this project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. ISC Scoring Sheets
2. ICS Proposal
3. Jail Security Contract - signed-1

APPROVALS:

Riannah Reade	Created/Initiated - 6/19/2024
Darcy Ellis	Approved - 6/19/2024
Riannah Reade	Approved - 6/19/2024
Grace Chuchla	Approved - 6/20/2024
John Vallejo	Approved - 6/20/2024
Amy Shepherd	Approved - 6/20/2024
Nate Greenberg	Approved - 6/20/2024
Stephanie Rennie	Final Approval - 6/20/2024

10

Request for Proposal (RFP) Score Sheet

Project Title: Jail Security, Control Boards, and Video Surveillance System

Evaluator Name: Abhilash Itharaju

Company Name: Inyo County ICS

Date: 5/16/24

Criteria 1: Technical Specifications (30 points) - 22

1.1 Compliance with Jail Security Standards (10 points) 8

- Does the proposal meet all necessary security standards required for a jail environment?
- Are the proposed systems capable of ensuring secure operations within the jail facility?

1.2 Control Board Functionality (10 points) 9

- How well does the proposal address the control board requirements specified in the RFP?
- Does the proposed control board offer the necessary functionalities for effective jail management and control?

1.3 Video Surveillance System Quality (10 points) 5

- What is the quality of the proposed video surveillance system?
- Does it provide high-definition video footage, sufficient coverage, and advanced features such as motion detection and remote access?

Criteria 2: Cost and Value (20 points) - 6

2.1 Cost Competitiveness (10 points) 4

- Is the proposed cost reasonable and competitive in comparison to market standards?
- Does the proposal offer value for money considering the features and functionalities provided?

2.2 Long-term Value (10 points) 2

- How does the proposed solution demonstrate long-term value, including factors such as maintenance costs, scalability, and upgradeability?

Criteria 3: Vendor Experience and Reputation (20 points) - 30

3.1 Vendor Experience (10 points) 20

- What is the vendor's experience in providing security solutions for jail facilities?
- Have they successfully implemented similar projects in the past?

3.2 Reputation and References (10 points) 10

- What is the reputation of the vendor in the industry?
- Are there positive references or testimonials from previous clients that speak to the vendor's reliability and quality of service?

Criteria 4: Implementation Plan and Support (20 points) -15

4.1 Implementation Timeline (10 points) 9

- Does the proposal include a realistic and detailed timeline for the implementation of the security system?
- Are key milestones and deliverables clearly outlined?

4.2 Training and Support (10 points) 6

- What provisions are made for training jail staff in using the security and surveillance systems?
- Does the proposal include comprehensive support services, such as maintenance, troubleshooting, and technical assistance?

Criteria 5: Innovation and Future Readiness (10 points) -3

5.1 Innovative Features (5 points) 2

- Does the proposal include any innovative features or technologies that differentiate it from standard security solutions?

5.2 Future Readiness (5 points) 1

- How well does the proposed solution adapt to future advancements and changes in security requirements?

Total Score: 70 out of 100

Comments: Lot of experience securing detention facilities. Half the price. Cameras sh. could be better. we should ask for an upgrade. They are very detailed with their plans. It feels like they paid attention to the RFP. i.e., their response doesn't feel templated.

81

05/16/24
OPEN
@ 1158 AM**Request for Proposal (RFP) Score Sheet****Project Title:** Jail Security, Control Boards, and Video Surveillance System**Evaluator Name:** INTEGRATED SECURITY CONTROL, INC**Company Name:** LT. SCOTT**Date:** 05/16/2024**Criteria 1: Technical Specifications (30 points)**1.1 Compliance with Jail Security Standards (10 points) 9

- Does the proposal meet all necessary security standards required for a jail environment?
- Are the proposed systems capable of ensuring secure operations within the jail facility?

24
1.2 Control Board Functionality (10 points) 9

- How well does the proposal address the control board requirements specified in the RFP?
- Does the proposed control board offer the necessary functionalities for effective jail management and control?

1.3 Video Surveillance System Quality (10 points) 6

- What is the quality of the proposed video surveillance system?
- Does it provide high-definition video footage, sufficient coverage, and advanced features such as motion detection and remote access?

Criteria 2: Cost and Value ¹⁰ (20 points)2.1 Cost Competitiveness (⁵10 points) 8

- Is the proposed cost reasonable and competitive in comparison to market standards?
- Does the proposal offer value for money considering the features and functionalities provided?

2.2 Long-term Value (⁵10 points) 2

- How does the proposed solution demonstrate long-term value, including factors such as maintenance costs, scalability, and upgradeability?

Criteria 3: Vendor Experience and Reputation ²⁰ (20 points)29
3.1 Vendor Experience (²⁰10 points) 19

- What is the vendor's experience in providing security solutions for jail facilities?
- Have they successfully implemented similar projects in the past?

3.2 Reputation and References (10 points) 9

- What is the reputation of the vendor in the industry?
- Are there positive references or testimonials from previous clients that speak to the vendor's reliability and quality of service?

Criteria 4: Implementation Plan and Support (20 points)

4.1 Implementation Timeline (10 points) 9

- Does the proposal include a realistic and detailed timeline for the implementation of the security system?
- Are key milestones and deliverables clearly outlined?

4.2 Training and Support (10 points) 4

- What provisions are made for training jail staff in using the security and surveillance systems?
- Does the proposal include comprehensive support services, such as maintenance, troubleshooting, and technical assistance?

Criteria 5: Innovation and Future Readiness (10 points)

5.1 Innovative Features (5 points) 3

- Does the proposal include any innovative features or technologies that differentiate it from standard security solutions?

5.2 Future Readiness (5 points) 3

- How well does the proposed solution adapt to future advancements and changes in security requirements?

Total Score: 81 out of 100

Comments:

Request for Proposal (RFP) Score Sheet**Project Title:** Jail Security, Control Boards, and Video Surveillance System**Evaluator Name:** CHRIS COX**Company Name:** INTEGRATED SECURITY CONTROLS INC**Date:** 5/16/24**Criteria 1: Technical Specifications (30 points)**1.1 Compliance with Jail Security Standards (10 points) 10

- Does the proposal meet all necessary security standards required for a jail environment?
- Are the proposed systems capable of ensuring secure operations within the jail facility?

1.2 Control Board Functionality (10 points) 7

- How well does the proposal address the control board requirements specified in the RFP?
- Does the proposed control board offer the necessary functionalities for effective jail management and control?

1.3 Video Surveillance System Quality (10 points) 7

- What is the quality of the proposed video surveillance system?
- Does it provide high-definition video footage, sufficient coverage, and advanced features such as motion detection and remote access?

Criteria 2: Cost and Value ¹⁰ (20 points)2.1 Cost Competitiveness (~~10~~ ⁸ points) 5

- Is the proposed cost reasonable and competitive in comparison to market standards?
- Does the proposal offer value for money considering the features and functionalities provided?

2.2 Long-term Value (~~10~~ ⁵ points) 3

- How does the proposed solution demonstrate long-term value, including factors such as maintenance costs, scalability, and upgradeability?

Criteria 3: Vendor Experience and Reputation ³⁰ (20 points)3.1 Vendor Experience (~~10~~ ³⁰ points) 18

- What is the vendor's experience in providing security solutions for jail facilities?
- Have they successfully implemented similar projects in the past?

3.2 Reputation and References (10 points) 8

- What is the reputation of the vendor in the industry?
- Are there positive references or testimonials from previous clients that speak to the vendor's reliability and quality of service?

Criteria 4: Implementation Plan and Support (20 points)

4.1 Implementation Timeline (10 points) 8

- Does the proposal include a realistic and detailed timeline for the implementation of the security system?
- Are key milestones and deliverables clearly outlined?

4.2 Training and Support (10 points) 6

- What provisions are made for training jail staff in using the security and surveillance systems?
- Does the proposal include comprehensive support services, such as maintenance, troubleshooting, and technical assistance?

Criteria 5: Innovation and Future Readiness (10 points)

5.1 Innovative Features (5 points) 3

- Does the proposal include any innovative features or technologies that differentiate it from standard security solutions?

5.2 Future Readiness (5 points) 3

- How well does the proposed solution adapt to future advancements and changes in security requirements?

Total Score: 78 out of 100

Comments:

COMPLETE SYSTEM, XXX TRAINING, COMPETITIVE

Request for Proposal (RFP) Score Sheet**Project Title:** Jail Security, Control Boards, and Video Surveillance System**Evaluator Name:** Danielle Sexton**Company Name:** Integrated Security Control**Date:** 5/16/24**Criteria 1: Technical Specifications (30 points)****1.1 Compliance with Jail Security Standards (10 points)** 8

- Does the proposal meet all necessary security standards required for a jail environment?
- Are the proposed systems capable of ensuring secure operations within the jail facility?

1.2 Control Board Functionality (10 points) 8

- How well does the proposal address the control board requirements specified in the RFP?
- Does the proposed control board offer the necessary functionalities for effective jail management and control?

1.3 Video Surveillance System Quality (10 points) 10

- What is the quality of the proposed video surveillance system?
- Does it provide high-definition video footage, sufficient coverage, and advanced features such as motion detection and remote access?

Criteria 2: Cost and Value ¹⁰ **(20 points)****2.1 Cost Competitiveness** ⁵ **(10 points)** 5

- Is the proposed cost reasonable and competitive in comparison to market standards?
- Does the proposal offer value for money considering the features and functionalities provided?

2.2 Long-term Value ⁵ **(10 points)** 5

- How does the proposed solution demonstrate long-term value, including factors such as maintenance costs, scalability, and upgradeability?

Criteria 3: Vendor Experience and Reputation ³⁰ **(20 points)****3.1 Vendor Experience** ²⁰ **(20 points)** 16

- What is the vendor's experience in providing security solutions for jail facilities?
- Have they successfully implemented similar projects in the past?

3.2 Reputation and References (10 points) 8

- What is the reputation of the vendor in the industry?
- Are there positive references or testimonials from previous clients that speak to the vendor's reliability and quality of service?

Service & Maint.

Criteria 4: Implementation Plan and Support (20 points)

4.1 Implementation Timeline (10 points) 7

- Does the proposal include a realistic and detailed timeline for the implementation of the security system?
- Are key milestones and deliverables clearly outlined?

4.2 Training and Support (10 points) 5

- What provisions are made for training jail staff in using the security and surveillance systems?
- Does the proposal include comprehensive support services, such as maintenance, troubleshooting, and technical assistance?

Criteria 5: Innovation and Future Readiness (10 points)

5.1 Innovative Features (5 points) 3

- Does the proposal include any innovative features or technologies that differentiate it from standard security solutions?

5.2 Future Readiness (5 points) 4

- How well does the proposed solution adapt to future advancements and changes in security requirements?

Total Score: 79 out of 100

Comments:



INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-6789 | FAX (707)455-6689

Integrated Security Controls, Inc
3401 Industrial Dr

5/5/24

DIR# 1000034990
CCL# 968432

Contact: John Pegram
john.peggram@icscontrols.net
(707) 455-6781

Jarad Regan
jarad.regan@icscontrols.net
(707) 455-6782

Section 1

Cover Letter / Statement of Experience

The following proposal is in response to RFP #24-001-Jail, "Camera and Security System Upgrades Project."

ISC is pleased to provide the attached proposal to provide the scope of work outlined in RFP 24-001-Jail.

ISC specializes in detention facility security systems and has performed successful upgrade/retrofit projects of similar scope for Yuba County as well as Humboldt, Mendocino, Lassen, Stanislaus, Contra Costa, Sonoma and Amador counties. We understand the unique challenges that come with working in a secured facility and have the knowledge and experience required to the best possible service while minimizing impact on operations during construction. All of our past customers are very satisfied with our work and for the sites that are no longer under warranty, each has chosen to continue working with us through an annual maintenance contract. We view all of our projects as a long term commitment to taking the best possible care of our customers and look forward to continuing to work with Inyo County.

Integrated Security Controls, Inc.
John Pegram
President

 5/5/24


SIGNATURE AFFIDAVIT

NAME OF FIRM:	Integrated Security Controls, Inc
STREET ADDRESS:	3401 Industrial Drive
CITY, STATE, ZIP	Santa Rosa, CA 95403
CONTACT PERSON:	John Pegram
PHONE #:	707-479-9954
FAX #:	
EMAIL:	john.pegram@icscontrols.net

Government Code Section 6250 *et seq.*, the "Public Records Act", define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Invitation to Bid and declares that the attached proposal and pricing are in conformity therewith.



Signature
John Pegram

Name (type or print)

President & CEO

Title
5/4/2024

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)
Ammendment to RFP 24-001-JAIL#



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Section IV - Business Profile

Company Overview

Integrated Security Controls Inc. (ISC) is a corporation located in Santa Rosa California. ISC is focused on meeting the needs of California Adult and Juvenile detention facility's Security Electronics needs. Since 2011, Integrated Security Controls has done work for the Counties of Amador, Colusa, Lassen, Humboldt, Mendocino, Monterey, Sacramento, San Luis Obispo, Santa Cruz, Solano, Sonoma, Stanislaus, Ventura and Yuba. We provide state of the art, custom, non-proprietary security electronics controls solutions to adult and juvenile detention facilities in California. We are currently working on projects in Contra Costa, Stanislaus, Fresno, Colusa, Mendocino and Yuba Counties. We currently have 17 employees working on these projects. Staffing levels range between 17 to 30 employees depending on the number of projects in house.

ISC started in 2011 as Integrated Control Systems, LLC (ICS). It was determined that an S Corp would be a better structure for the company, so in 2015, the change was made. The name "Integrated Control Systems, Inc" was not available as an S Corp, so the name was changed to Integrated Security Controls, Inc.

Qualifications and Experience

John Pegram, Owner of Integrated Control Systems, received his degree in Electrical Engineering (BSEE) from California State University, Fresno (Fresno State) in 1994, and has done Security Electronics Controls for detention facilities in California and Washington State for his entire 30 year career. John holds C7 and C10 contractors licenses and is also a Registered Communications Distribution Designer (RCDD) with BICSI.

Jarad Regan is the Operations Manager for Integrated Security Controls. He is in charge of Engineering and Service for ISC. Jarad has studied Engineering at UC Davis, and Law at Ohio State University. He has been performing and managing jail controls upgrades since 2014.



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ISC has installed a complete integrated PLC/Touchscreen Control Systems for several California Counties including Yuba, Colusa, Humboldt, Amador, Lassen and Mendocino County Jails with door control, intercom, analog to digital video conversion for existing surveillance cameras, IP camera installation, and video retention for one year.

Legal/Litigation

ISC has not had any legal action in our history

Fraud

Nothing to report

Debarments, Suspensions and others

Nothing to report

Violations

Nothing to report

Controlling or Financial Interest

John Pegram is the 100% owner of Integrated Security Controls, Inc. ISC does not have any ownership of other companies. No other Company has any ownership in ISC.

Quality Control

ISC understands the challenges of working in an operating Correctional Facility. We have strict tool management procedures that ensure that we are working in a manner that minimizes the risk to our personnel as well as County Staff.

John Pegram and Jarad Regan will oversee the Engineering and Installation team for this project. Stacy Pegram (The office manager) will handle all billing, insurance and certification reporting requirements for the project.

ISC has 17 permanent employees with experience in performing or managing jail control upgrades. As an IBEW union shop with IBEW local 551, ISC is able to hire qualified field personnel as needed to complete large projects like the Inyo County Jail upgrade.



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Submittals will be provided to make sure the County understands the specifics of the work that will be done, and the products that will be used.

Project communications will be directed through the proper designated channels to ensure that all work is done by means, methods, and on a schedule approved by the County.

Any issues that arise from the view of the County would be reported to John Pegram, who would communicate with the ISC team to resolve the issue.



Section V - Proposed Services, Configuration, and Documentation

Camera System

We propose using the Avigilon Control Center 7 Enterprise edition video management system (VMS) with new Avigilon IP cameras to achieve the County's goals for this project.

Avigilon Control Center 7 Enterprise

- Video retention for all cameras.
 - Video will be recorded at 15 fps on motion, and at 1 fps all other times.
 - RFP Item #4 requires "7.5 up to 30 fps" as determined by Jail personnel. For the purpose of this fixed cost bid we have assumed all cameras will be recorded at 15fps. If the average frames per second across all cameras exceeds 15 fps there will be additional cost.
 - Full resolution video will be retained for 6 months.
 - Low resolution video will be retained for an additional 18 months, providing 24 months total video retention.
- Ability to search for video by time, location and motion event and export video to portable media including CD/DVD ROM, USB storage, or external drive for investigation or use as evidence.
- Ability to watermark and export a secure video file for use as evidence.
- Additional workstations can be added anywhere on the network. Avigilon ACC Enterprise permits an unlimited number of clients with no additional license required.
- Remote access is available through a web browser or iOS and Android applications.
 - Requires connection to the internet / WAN. WAN connection is not included and must be provided by County IT.
- H265 support in the VMS.
- Where camera cable is added, Cat 6 cable will be used.
 - RFP Item 22 specifies "Cat 6E". Cat 6E is not an accepted TIA standard, though it is used as a marketing term by some manufacturers.



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Video Workstations (Qty 7)

- Central Control
 - Central Control will receive one workstation with two monitors.
- Booking
 - Booking will receive one workstation with two monitors.
- Dispatch
 - Dispatch will receive one workstation with one monitor
- Video workstations will consist of one Dell Precision 3460 tower and BenQ 24" 1080P monitors, qty as described above, running the Avigilon Control Center 7 Client software.
- The Dell workstations will have Windows 10, Intel Pentium i7 CPU, Radeon GPU, SSD hard drive, and CD/DVD RW drives.

Avigilon HD-NVR5 Premium (Qty 1)

- 96TB of RAID 6 storage for performance and data redundancy. RAID 6 permits the failure of 2 drives per disk array with no loss of data.
- Windows Server 2019 OS
- Intel Xeon Processor.
- 16GB DDR4 RAM.
- Redundant Hot Swappable Power Supply.

Stonefly Network Attached Storage

- 500TB Usable Storage Space
- RAID 6 iSCSI network attached storage (NAS).
- RAID 6 with one hot spare per 12 drives for additional fault tolerance.
- Can be expanded to allow additional storage in the future.

Avigilon 2MP Domes

- 1080P resolution.
- On camera analytics to analyze video and trigger alarms.
- Low light capability.
- Outdoor, weather resistant (IP66) rated dome housing.
- Vandal resistant (IK10) for durability in a corrections environment.



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- Power Over Ethernet (POE) provides power and data over a single cable to simplify installation and maintenance, and reduce materials cost.
- *All cameras will reuse existing camera cables. If any cables are found to have existing damage, they will be replaced at additional cost.*

Avigilon 2MP PTZ

- 1080P resolution.
- 36 x Optical Zoom.
- Ability to create preset guard tours and other routines.
- On camera analytics to analyze video and trigger alarms.
- Low light capability.
- Outdoor, weather resistant (IP66) rated dome housing.
- Vandal resistant (IK10) for durability in a corrections environment.
- Power Over Ethernet (POE) provides power and data over a single cable to simplify installation and maintenance, and reduce materials cost.

Touchscreen Control Stations (TCS)

- Touchscreen controlled workstations.
 - ISC will provide seven complete TCS workstations
 - Each will have a 32" touchscreen plus a 24" monitor to handle intercom call ups.
 - Workstations will be located in Central Control, Booking, Dispatch, and the Medical Office.
 - The TCS is a client/server based system. It communicates with the other systems via the IP network. The TCS serves as the access point to the Human Machine Interface System, or HMI System.
 - New ELO Intellitouch technology 32" color HD 1080P touchscreen monitors will be installed. ISC has used these monitors in several similar jail facilities.
 - Each TCS will have its own Dell Precision 3460 computer to run the HMI application.
 - Each TCS will receive a Harding Touchscreen Master Station to make and receive intercom calls directly from the touchscreen.
 - Surveillance video will be integrated with the intercom system to provide relevant camera call ups for each intercom call.
 - The Client Computer will be supported by an Uninterruptible Power Supply (UPS) sized to provide approximately 10 minutes of backup power, with the attached load of the Client Computer and its associated TCS.



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Human Machine Interface Software (HMI)

- ISC proposes using Ignition by Inductive Automation, a Sacramento based company, as the HMI software. Ignition is a server based, operating system agnostic HMI/SCADA program that offers the flexibility, scalability, and power needed to control a jail. We have used Ignition successfully in several facilities in Northern California¹. The Ignition license includes an unlimited number of applications and client stations, allowing for future expansion without the need to purchase additional licensing.
- Ignition will be hosted on redundant servers running linux OS software. The redundant server configuration allows one server to take over in the event the other fails. This is vital in facilities like a jail which require 100% uptime.
- ISC will work with the county to develop an HMI application that meets the County's needs. We will develop a theory of operations and work with the county to develop base maps, touchscreen icons, and other HMI elements to work with the facility's operating procedures. See Attachment 1 for a sample screenshot from an Ignition installation we performed.

Intercom System

- The existing intercom head end hardware will be removed and replaced with Harding digital intercom controllers.
 - We propose using Harding 600 series VOIP intercoms to replace the existing analog intercom stations.
 - This proposal includes replacing existing intercom cable with Cat 6 cable to support new VOIP intercoms.
- Each new work station will receive a touchscreen master station to make and receive intercom calls using the new TCS.
- A Harding Paging Zone Expander (PZE-110) will be used to connect the existing paging speakers with the new Harding head end.

Virtual Private Network (VPN)

- ISC will provide a VPN for remote access to the video surveillance and controls system.
 - This proposal includes a Ubiquiti Dream Machine Pro to establish a VPN.
 - If County IT requires specific hardware / software to create a VPN, there may be additional cost

¹ Colusa, Mendocino, Lassen, Amador, Yuba, and Humboldt counties.



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Air Conditioning Unit

- ISC will install a Tripp Lite SRCOOL7K rack mount air conditioning unit in the existing central control rack.
 - The AC unit will require 8U of rack space, and a dedicated 120V/15A circuit.

Fiber Optic Backbone

- ISC will install singlemode fiber between each of the switch locations being added as part of this project.



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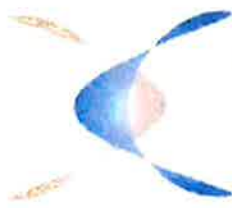
3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-8789 | FAX (707)455-8689

Section VI - Cost

Base Price **\$1,152,996 (Includes tax on Materials)**

Alternate 1

Replace Housing Control Console with Winsted Sit/Stand **\$81,774**



Section VII - Project Implementation Management

Project Approach

The first step will be to do further detailed field investigation in order to complete the design and engineering of the new systems. Once engineering documents are complete, they will be submitted to the County for review to make sure everyone is on the same page. Once submittals are approved, materials will be ordered. While awaiting the arrival of materials, raceway installation will proceed for backbone infrastructure. Once Backbone infrastructure is in place, head end control equipment can be installed to support the new cameras and controls.

Work will be phased in such a way as to minimize downtime of any areas or systems. ISC will coordinate all work with the jail staff to minimize downtime, ensure proper staffing, and restore control functions as quickly as possible.

Implementation Plan and Schedule

See Schedule on next page

Project Team Organization Chart

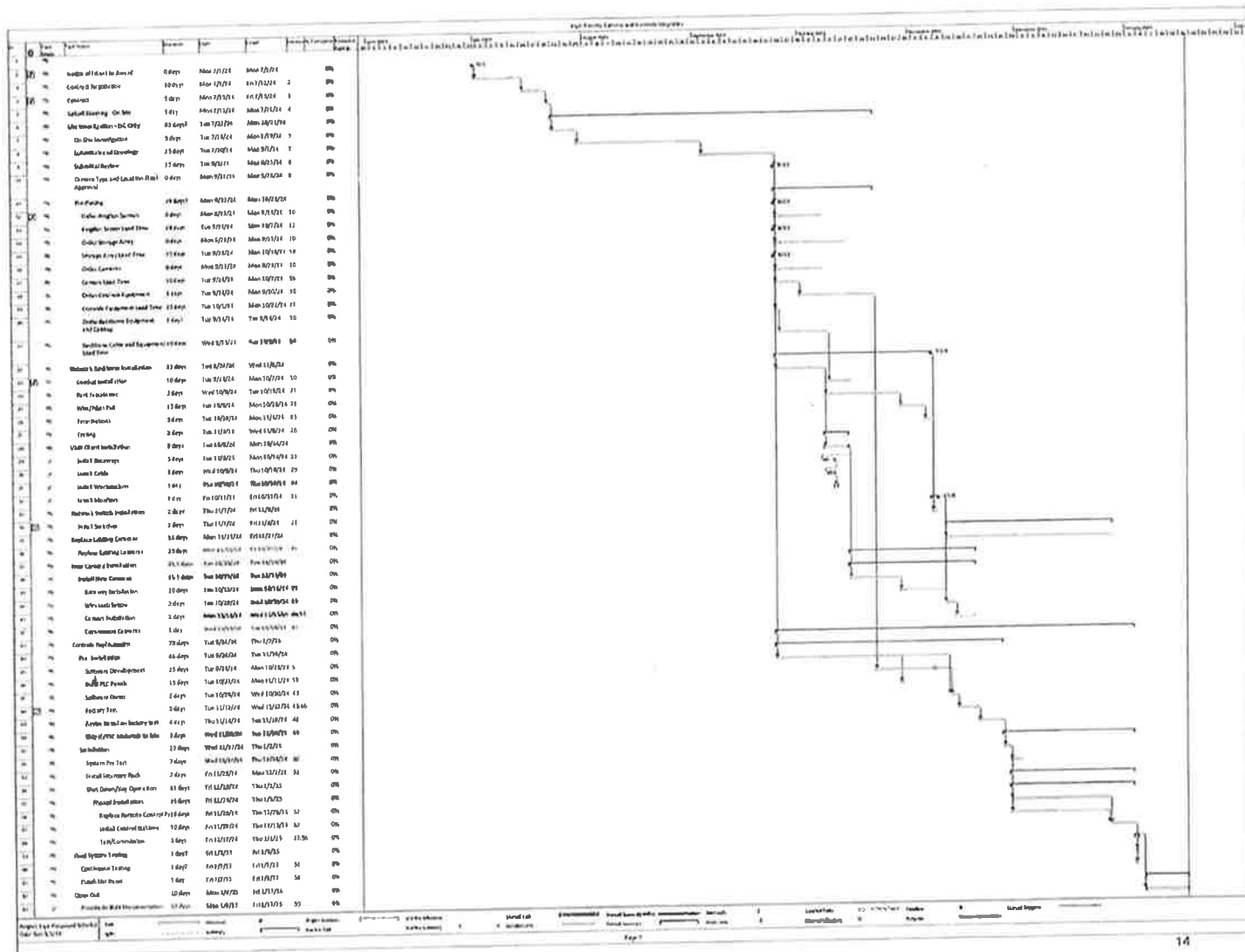
John Pegram President - Administrative Project Manager
Jarad Regan Operations Manager - Project Manager
Blake Zuniga Electrical Engineer - Design/Programming
General Foreman TBD on award
Site Supervisor - TBD on Award

Project Control Document

Project Control documents will be provided upon award of Contract

Integration of New Services

Training Plan to be provided on award of Project





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Section VIII - References

Project References

- 1) Integrated Security Controls has been doing business for over 12 years.
- 2) Integrated Security Controls has been doing security controls work in the State of California for over 12 years.
- 3) Location of other control projects in use in California
 - a) Contra Costa County Martinez Detention Facility Controls Upgrade
 - b) Contra Costa County West Detention Facility Controls Upgrade
 - c) Humboldt Jail Video and Controls Upgrade
 - d) Stanislaus County PSC West Controls Upgrade
 - e) Yuba County Jail Controls Upgrade
 - f) Amador County Jail Control Systems Upgrade
 - g) Sacramento County Main Jail Intercom Upgrade
 - h) Monterey County New Juvenile Hall
 - i) Stanislaus REACT Center New Construction
 - j) Lassen County Jail Video Surveillance Upgrade
 - k) Sacramento County RCCC SBF Intercom System Replacement
 - l) Lassen County Juvenile Hall Controls Upgrade
 - m) Lassen County Jail Security Controls Upgrade
 - n) Mendocino County Jail Security Controls Upgrade
 - o) Sonoma County Juvenile Hall Intercom System replacement
 - p) Mendocino County Juvenile Hall Security Controls Upgrade
 - q) Sonoma County Juvenile Hall Video Recording System
 - r) San Luis Obispo County Jail West Housing Interposing Relays
 - s) San Luis Obispo County Jail West Housing Backup PLC
 - t) San Luis Obispo County Jail West Housing 300, 500, and 600 Unit PLC Controls
 - u) San Luis Obispo County Jail West Housing Backup Computers
 - v) Sonoma County Energy Monitoring and Verification
 - w) Sonoma County MADF Dayroom IP Camera system Design
 - x) Sonoma County MADF Module Touchscreen Upgrades
 - y) Solano County Juvenile Justice Center CCTV Recording Needs Assessment



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z) Santa Cruz County Juvenile Justice Center Touchscreen Replacements

4) All Integrated Security Controls correctional projects have been for local county government entities in the state of California.

Current Customers

1) 4Amador County Jail

a) Date of Original Contract 11/7/2017
b) Type Adult Detention Facility, 76 Inmates
c) Facility Name Amador County Jail
d) Contact Capt. Brian Middleton
700 Court St
Jackson, CA 95642
(209) 223-6522
bmiddleton@amadorgov.org

2) Mendocino County Sheriff's Office

a) Date of Original Contract 9/24/2013
b) Type Adult Detention Facility, 364 Inmates
c) Facility Name Mendocino County Jail
d) Contact Captain Timothy Pearce
Mendocino County Sheriff's Office
951 Low Gap Rd
Ukiah, CA 95482
(707) 463-4559
pearcet@co.mendocino.ca.us

3) Lassen County Sheriff's Office

a) Date of Original Contract 6/22/2015
b) Type Adult Detention Facility, 156 Inmates
c) Facility Name Lassen County Jail
d) Contact John Mineau (Undersheriff)
Lassen County Sheriff's Office
1415 Sheriff Cady Ln.



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Susanville, CA 96130

530) 310-3102

mineau@co.lassen.ca.us

4) Sacramento Sheriff's Office

e) Date of Original Contract 5/18/2016

f) Type Adult Detention Facility, 2,432 Inmates

g) Facility Name Sacramento County Main Jail

h) Contact: Edward Go

County of Sacramento Architectural Services

9660 Ecology Lane

Sacramento, CA 95827

(916) 876-6343

goe@saccounty.net

5) Sacramento Sheriff's Office

i) Date of Original Contract 8/3/2015

j) Type Adult Detention Facility, 1,625 Inmates

k) Facility Name Rio Cosumnes Correctional Center

l) Contact: Christine Redlon

Sacramento County Sheriff's Dept

12500 Bruceville Rd.

Elk Grove, CA 95757

(916) 874-1954

credlon@sacsheriff.com



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Recent Upgrade / Retrofit Contracts

Humboldt County Jail Control Panel Replacement

Installed new HMI (Ignition by Inductive Automation), PLC (Modicon M580), Harding DXL intercom system, and Milestone VMS with 78 new IP cameras.

Date of Original Contract 7/23/2019
Name Humboldt County Controls Upgrade
Location Eureka, CA
Address 826 4th St, Eureka, CA 95501
Type Adult Detention Facility, 417 Inmates
SI Role Complete controls upgrade.
SI Contract Sum Original \$1,413,699.00
Project References:

Owner Contact: Lt. Dennis Griffin
826 4th St
Eureka, CA 95501
(707) 441-5101
dgriffin@co.humboldt.ca.us

Amador County Jail Control Panel Replacement

Installed new HMI (Ignition by Inductive Automation), PLC (Modicon M580), Harding DXL intercom system, and Milestone VMS with 55 new IP cameras. This retrofit took place in a jail that was operating at maximum capacity for the entire construction period.

Date of Original Contract 11/7/2017
Name Amador County Jail Control Panel Replacement
Location Jackson, CA
Address 700 Court St. Jackson, CA 95642
Type Adult Detention Facility, 78 Inmates
SI Role Complete controls upgrade.
SI Contract Sum Original \$537,346.00



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Project References:

Owner Contact: Lt. Adam Stone
700 Court St.
Jackson, CA 95642
(209) 223-6319
astone@amadorgov.org

Sacramento Main Jail Intercom Noise Level Monitoring System Replacement

This project involved the phased removal of existing intercom hardware and installation of a new Harding DXL intercom system. ISC was initially hired to replace the intercoms in a single unit, the facility was extremely happy with our work and hired ISC to replace all intercoms in the facility. The project proceeded in phases by housing unit to minimize impact on operations, and all intercoms in the facility will be replaced upon project completion.

Date of Original Contract	5/17/2016
Name	Sacramento Main Jail NLM System Replacement
Location	Sacramento Main Jail
Address	651 I St, Sacramento CA 95814
Type	Adult Detention Facility, 2,432 Inmates
SI Role	Install new intercom stations and head end equipment.
SI Contract Sum Original	\$110,000 (first phase only)
SI Contract Sum Final	\$1,201,424 (with all phases included)

Project References:

Owner Contact: Edward Go
County of Sacramento Architectural Services
9660 Ecology Lane
Sacramento, CA 95827
(916) 876-6343
goe@saccounty.net



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Construction Manager: Abraham Vang
Northstar Construction
1282 Stabler Ln, #630-109
Yuba City, CA 95993
(530) 673-1732
abe@northstarconstruction.biz

Lassen County Jail and Juvenile Hall Security Controls Replacement

This project was a complete controls retrofit for both the Jail and Juvenile Hall in Lassen County. The project included the removal of PLC door and intercom controls for both facilities, and the installation of all IP based controls including Modicon M340 PLC, Harding Instruments DXL intercom equipment, and seven 32" Touchscreen HMI Monitors. The system is server based using Ignition Software from Inductive Automation. (a Sacramento company). The system also incorporated audio recording, and the integration of inmate information into the touchscreen system.

Date of Original Contract	6/22/2015
Name	Lassen County Jail / Juvenile Hall Security Controls
Replacement	
Location	Lassen County Jail, Susanville CA
Address	1405 Sheriff Cady Rd Susanville, CA 96130
Type	Adult Detention Facility/Juvenile Detention Facility
SI Role	Replace PLC Controls, Intercom System, Video Surveillance, Inmate Data Integration
SI Contract Sum Original	\$459,080
SI Contract Sum Final	\$504,772 (Added Video Integration, Crimestar Integration)
Project References:	
Owner Contact:	John Mineau (Undersheriff) Lassen County Sheriff's Office 1415 Sheriff Cady Ln. Susanville, CA 96130 (530) 310-3102 jmineau@co.lassen.ca.us



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Construction Manager: Larry Millar (Director)
Lassen County Public Works
Sacramento, CA 95827
(530) 251-8289
lmillar@co.lassen.ca.us

Mendocino County Jail Security Controls Replacement

This project was a complete controls retrofit for the Mendocino County Jail. Prior to the retrofit, the facility had two Central Control rooms, one for each of the two main jail buildings. This project included the removal of all existing controls equipment from two Central Control rooms in two separate buildings and the installation of Touchscreen/PLC controls that allow the facility to be run entirely from one Central Control room. The project included the installation of the same Harding Instruments IP Intercom system now being proposed by us for the Del Norte County Juvenile Hall system. The Mendocino County Jail project also included the installation of a new integrated IP video management system as well as RFID Key fob control for primary movement doors to take some of the load off of Central Control.

Date of Original Contract	9/24/2013
Name	Security Controls Replacement
Location	Mendocino County Jail, Ukiah
Address	951 Low Gap Rd Ukiah, CA 95482
Type	Adult Detention Facility, 301 Inmates
SI Role	Replace PLC Controls, Intercom System, Video Surveillance
SI Contract Sum Original	\$393,721
SI Contract Sum Final	\$431,227 (Additional IP Cameras added)
Project References:	
Owner Contact:	Captain Timothy Pearce Mendocino County Sheriff's Office 951 Low Gap Rd Ukiah, CA 95482 (707) 463-4559 pearcet@co.mendocino.ca.us

No.	Requirement/Specification	Comply	Don't Comply	Explain Non-Compliance
1	New cameras shall be IP-based with a minimum 1080P resolution (i.e. Axis M11 series) or IP 3 MP or better. Some cameras will need PTZ capability. All should accommodate excellent low-lux and IR exposure, capable of progressive scan, and lenses that accommodate the required coverage area as determined by the Sheriff's Office. These cameras will vary from wide/tele lens, outdoor rated, encased in tamper proof domes, some with PTZ capability, plus appropriate mounting hardware/brackets specific to the camera type/location being installed.	Yes		
2	Encoding capability of H.265 or better.	Yes		
3	Provide and install necessary servers and software to allow retention of camera recording for all cameras for a two (2)-year duration. Six (6) months of video shall be retained at full resolution (100%). The recordings shall be compressed and retained for the remaining eighteen (18) months.	Yes		
4	Recording system and cameras should accommodate variable frame rates on each camera as necessary and determined by jail personnel (7.5 fps up to 30 fps).	Yes		
5	Provide necessary Type EMT conduit where needed, complying with all local, state and federal regulations, California regulations Title 15 Division 1 and Title 24.	Yes		
6	Install necessary software and hardware for remote access via secure Virtual Private Network approved by County IT.	Yes		
7	Install a rack air conditioning unit on existing rack in Central Control; Inyo County Sheriff will be responsible for exhaust of A/C.	Yes		
8	Provide and install (quantity) 32" high definition monitors in (quantity) different locations within the Jail; Monitors shall each be attached by individually adjusting fully articulating monitor mounts for viewing on existing desks in each location.	Yes		
9	Provide and install a locking wall mount rack for termination of cameras where needed.	Yes		
10	Provide and install (3) 48 port Gigabit Layer 3 network switches with 10GB transceivers.	Yes		
11	Provide and install 10 GB fiber installation in all necessary locations, utilizing existing conduit where applicable.	Yes		
12	Provide and install all security fasteners and compression connectors for all conduit. All security fasteners shall match what is currently being used by the facility.	Yes		
13	All cables shall be supported, and all cables and electrical wires shall be installed by a licensed contractor.	Yes		
14	Provide and install necessary software/hardware for ability to view County Jail cameras by secure administration rights.	Yes		
15	Maintain all existing security equipment operational and functional from the time the contract is awarded, throughout the installation of upgrades for all hardware and software components associated with this RFP, including providing manufacture's latest version of software and/or firmware associated with this project.		No	There will be periods of down time/key operation for parts of the system during the demolition and retrofit. ISC will minimize down time and coordinate with Inyo Sheriff
16	Remove and dispose of all equipment that are not and will not be used.	Yes		
17	Warranty on all equipment and systems for a period of two (2) years at no additional cost to the Sheriff's Office. The warranty shall cover all costs for WARRANTY SERVICES, including parts, labor, prompt field service, pick-up and transportation. Warranty begins when system commissioning is completed, punch list items resolved, and Sheriff's Office provides written acceptance of system. Warranty must be backed (in writing) by the manufacturer.	Yes		
18	Provide remote interface for troubleshooting and maintenance that the user will activate and de-activate to ensure that unauthorized remote access to the security control system does not occur.	Yes		
19	Provide extended Maintenance Service beyond the required 2-year warranty period on a time and material basis for each of the systems. Service Technician must respond within 8 hours 24/7 (weekends and holidays included).	Yes		
20	Include enough camera licenses to accommodate camera inventory.	Yes		
21	All cameras will be installed in a workmanlike and secure fashion and aimed/installed in accordance with the necessary field of view as described by the Sheriff's Office and in accordance with manufacturer's instructions.	Yes		
22	Install and provide all cabling and connections. Camera IP cabling should be robust enough for all necessary video bandwidth and rated for PoE (CAT-6E).	Yes		

Section X Compliance, Exceptions, Objections

23	All cabling shall be labeled at both ends of the cable run using permanent/legible typed labels and created by a Brady LS-200 label maker or equivalent system.	Yes		
24	Label each end of conduit and/or individual cable end in a clear manner by designating the location of the other conduit end (i.e. room name, junction box number, etc.).	Yes		
25	All wiring installed will be of continuous run - no splicing will be allowed.	Yes		
26	No compression connectors (beanies) or wire nuts may be used.	Yes		
27	No wiring will be exposed to unsecured access.	Yes		
28	Awarded contractor will be responsible for removing cabling for old analog cameras and any other unused equipment related to the current camera recording system.	Yes		
29	Wiring will be run in current cable trays/conduit where available. Where not available and where required, cable trays and conduit will be installed.	Yes		
30	All wire runs will be EMT conduit unless above hard deck ceiling with the exception of the Head End.	Yes		
31	All exposed EMT, accessible to inmates, shall be covered with a 1/8" mild steel flanged metal channel. The channel shall be drilled for mounting to walls and permanently mounted to the wall with tamper-resistant, hammer driven security anchors.	Yes		
32	All screws used shall be security type 4 (four). Copies of the security head used will be provided to the owner upon conclusion of the project.	Yes		
33	Conduit will be a minimum of 3/4 inch sized (post 3/4 filled standard) with 30% room for expansion.	Yes		
34	Any new conduit shall be reamed to eliminate sharp edges and terminate with metallic insulated throat bushings. Cap each conduit with a mechanical-type seal for protection. Equip all conduits with plastic or nylon pull-string with a minimum test rating of 200 lb.	Yes		
35	Install a nylon pull wire in each empty conduit, leaving at least eight inches slack at each end.	Yes		
36	All video equipment, cable, conduit or wiring shall conform to the interior décor standards, and all applicable local, state and federal codes.	Yes		Unsure what County Decor Standards are, but will do our best to comply
37	All infrastructure installed will be expected to withstand the normal, routine actions in the area in which installed and shall be guaranteed as such.	Yes		
38	Provide sleeves where required for wall and ceiling penetrations. Provide core drilling where required for sleeve installation.	Yes		
39	Sleeves as needed shall be EMT conduit and shall be provided with insulated throat bushings for each end.	Yes		
40	Provide a qualified Project Manager to be in charge of the work at all times and be present at the job site as required during the installation.	Yes		
41	The work shall be performed by skilled installers under the direction of a(n) experienced technician(s), all of whom shall be properly trained and qualified for this work.	Yes		
42	The Vendor shall provide initial onsite staff training on video monitoring/recording platform upon completion of installation, and ongoing quarterly remote training via web conferencing or video conferencing.	Yes		
43	All work at the facility must be accomplished with the least amount of downtime and disruption to Jail operations as possible. Work must be performed in a phased approach so that only one housing area is without cameras at any one time.	Yes		
44	Provide Sheriff's Office with two sets of AutoCad printed (D50 size) drawings and two flashdrives as backups containing the AutoCad information in PDF format and DWG format.	Yes		

AGREEMENT BETWEEN COUNTY OF INYO
AND INTERGRATED SECURITY CONTROLS, INC.
FOR THE PROVISION OF COMPLETE INTEGRATED JAIL CONTROL SYSTEM SERVICES

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from June 25, 2024 to Until completion unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed One million two hundred thirty four thousand seven hundred seventy Dollars

(\$ 1,234,770.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

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

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

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>INYO COUNTY SHERIFF-LT. SCOTT</u>	Department
<u>P.O. DRAWER 5</u>	Address
<u>INDEPENDENCE, CA 93526</u>	City and State

Contractor:	
<u>INTERGRATED SECURITY CONTROLS</u>	Name
<u>3401 INDUSTRIAL DRIVE</u>	Address
<u>SANTA ROSA, CA 95403</u>	City and State

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND INTERGRATED SECURITY CONTROLS, INC.
FOR THE PROVISION OF COMPLETE INTEGRATED JAIL CONTROL SYSTEM SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 28th DAY OF June, 2024

COUNTY OF INYO

By 
Signature

Matt Kingsley
Print or Type Name

Dated 06-28-24

CONTRACTOR

By 
Signature

John P. Pagan
Print or Type Name

Dated 6/28/24

APPROVED AS TO FORM AND LEGALITY.

County Counsel



APPROVED AS TO ACCOUNTING FORM:

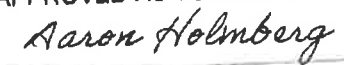


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND INTERGRATED SECURITY CONTROLS, INC.
FOR THE PROVISION OF COMPLETE INTEGRATED JAIL CONTROL SYSTEM **SERVICES****

TERM:

FROM: June 25, 2024 **TO:** Until completion

SCOPE OF WORK:

The contractor will install a security camera system, intercom system, data video recording system, and integrated building control system at the Inyo County Jail (address: 550 S. Clay St., Independence, CA) in accordance with the details and specifications provided on the following seven pages.

The contractor will maintain all existing security operational and functional from the time the contract is awarded., throughout the installation of upgrades for all hardware and software components associated with this RFP, including providing manufacturers latest version of software and/or firmware.

Warranty on all equipment and systems for a two (2) years at no additional cost to the Sheriff's Office. The warranty shall cover all costs for "WARRANTY SERVICES", including parts, labor, prompt field service, pick-up and transportation. Warranty begins when system commissioning is completed, punch list items resolved, and the Sheriff's Office provides written acceptance of system. Warranty must be backed in writing by manufacturer. Provide extended Maintenance Service beyond the required 2-year warranty period on a time and material basis for each of the systems. Service Technician must respond within 8 hours 24/7 (weekends and holidays included)

Project Control documents will be provided upon award of contract.

Training plan will be provided upon award of the contract.

Section V - Proposed Services, Configuration, and Documentation

Camera System

We propose using the Avigilon Control Center 7 Enterprise edition video management system (VMS) with new Avigilon IP cameras to achieve the County's goals for this project.

Avigilon Control Center 7 Enterprise

- Video retention for all cameras.
 - Video will be recorded at 15 fps on motion, and at 1 fps all other times.
 - RFP Item #4 requires "7.5 up to 30 fps" as determined by Jail personnel. For the purpose of this fixed cost bid we have assumed all cameras will be recorded at 15fps. If the average frames per second across all cameras exceeds 15 fps there will be additional cost.
 - Full resolution video will be retained for 6 months.
 - Low resolution video will be retained for an additional 18 months, providing 24 months total video retention.
- Ability to search for video by time, location and motion event and export video to portable media including CD/DVD ROM, USB storage, or external drive for investigation or use as evidence.
- Ability to watermark and export a secure video file for use as evidence.
- Additional workstations can be added anywhere on the network. Avigilon ACC Enterprise permits an unlimited number of clients with no additional license required.
- Remote access is available through a web browser or IOS and Android applications.
 - Requires connection to the Internet / WAN. WAN connection is not included and must be provided by County IT.
- H265 support in the VMS.
- Where camera cable is added, Cat 6 cable will be used.
 - RFP Item 22 specifies "Cat 6E". Cat 6E is not an accepted TIA standard, though it is used as a marketing term by some manufacturers.

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Video Workstations (Qty 7)

- Central Control
 - Central Control will receive one workstation with two monitors.
- Booking
 - Booking will receive one workstation with two monitors.
- Dispatch
 - Dispatch will receive one workstation with one monitor
- Video workstations will consist of one Dell Precision 3460 tower and BenQ 24" 1080P monitors, qty as described above, running the Avigilon Control Center 7 Client software.
- The Dell workstations will have Windows 10, Intel Pentium i7 CPU, Radeon GPU, SSD hard drive, and CD/DVD RW drives.

Avigilon HD-NVR5 Premium (Qty 1)

- 96TB of RAID 6 storage for performance and data redundancy. RAID 6 permits the failure of 2 drives per disk array with no loss of data.
- Windows Server 2019 OS
- Intel Xeon Processor.
- 16GB DDR4 RAM.
- Redundant Hot Swappable Power Supply.

Stonely Network Attached Storage

- 500TB Usable Storage Space
- RAID 6 iSCSI network attached storage (NAS).
- RAID 6 with one hot spare per 12 drives for additional fault tolerance.
- Can be expanded to allow additional storage in the future.

Avigilon 2MP Domes

- 1080P resolution.
- On camera analytics to analyze video and trigger alarms.
- Low light capability.
- Outdoor, weather resistant (IP66) rated dome housing.
- Vandal resistant (IK10) for durability in a corrections environment.



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- Power Over Ethernet (POE) provides power and data over a single cable to simplify installation and maintenance, and reduce materials cost.
- All cameras will reuse existing camera cables. If any cables are found to have existing damage, they will be replaced at additional cost.

Avigilon 2MP PTZ

- 1080P resolution.
- 36 x Optical Zoom.
- Ability to create preset guard tours and other routines.
- On camera analytics to analyze video and trigger alarms.
- Low light capability.
- Outdoor, weather resistant (IP66) rated dome housing.
- Vandal resistant (IK10) for durability in a corrections environment.
- Power Over Ethernet (POE) provides power and data over a single cable to simplify installation and maintenance, and reduce materials cost.

Touchscreen Control Stations (TCS)

- o Touchscreen controlled workstations.
 - o ISC will provide seven complete TCS workstations
 - Each will have a 32" touchscreen plus a 24" monitor to handle intercom call ups.
 - Workstations will be located in Central Control, Booking, Dispatch, and the Medical Office.
 - o The TCS is a client/server based system. It communicates with the other systems via the IP network. The TCS serves as the access point to the Human Machine Interface System, or HMI System.
 - o New ELO Intellitouch technology 32" color HD 1080P touchscreen monitors will be installed. ISC has used these monitors in several similar jail facilities.
 - o Each TCS will have its own Dell Precision 3460 computer to run the HMI application.
 - o Each TCS will receive a Harding Touchscreen Master Station to make and receive intercom calls directly from the touchscreen.
 - o Surveillance video will be integrated with the Intercom system to provide relevant camera call ups for each intercom call.
 - o The Client Computer will be supported by an Uninterruptible Power Supply (UPS) sized to provide approximately 10 minutes of backup power, with the attached load of the Client Computer and its associated TCS.

Human Machine Interface Software (HMI)

- ISC proposes using Ignition by Inductive Automation, a Sacramento based company, as the HMI software. Ignition is a server based, operating system agnostic HMI/SCADA program that offers the flexibility, scalability, and power needed to control a jail. We have used Ignition successfully in several facilities in Northern California¹. The Ignition license includes an unlimited number of applications and client stations, allowing for future expansion without the need to purchase additional licensing.
- Ignition will be hosted on redundant servers running linux OS software. The redundant server configuration allows one server to take over in the event the other falls. This is vital in facilities like a jail which require 100% uptime.
- ISC will work with the county to develop an HMI application that meets the County's needs. We will develop a theory of operations and work with the county to develop base maps, touchscreen icons, and other HMI elements to work with the facility's operating procedures. See Attachment 1 for a sample screenshot from an Ignition installation we performed.

Intercom System

- The existing Intercom head end hardware will be removed and replaced with Harding digital intercom controllers.
 - We propose using Harding 600 series VOIP intercoms to replace the existing analog intercom stations.
 - This proposal includes replacing existing intercom cable with Cat 6 cable to support new VOIP intercoms.
- Each new work station will receive a touchscreen master station to make and receive intercom calls using the new TCS.
- A Harding Paging Zone Expander (PZE-110) will be used to connect the existing paging speakers with the new Harding head end.

Virtual Private Network (VPN)

- ISC will provide a VPN for remote access to the video surveillance and controls system.
 - This proposal includes a Ubiquiti Dream Machine Pro to establish a VPN.
 - If County IT requires specific hardware / software to create a VPN, there may be additional cost

¹ Colusa, Mendocino, Lassen, Amador, Yuba, and Humboldt counties.



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Air Conditioning Unit

- ISC will install a Tripp Lite SRCOOL7K rack mount air conditioning unit in the existing central control rack.
 - The AC unit will require 8U of rack space, and a dedicated 120V/15A circuit.

Fiber Optic Backbone

- ISC will install singlemode fiber between each of the switch locations being added as part of this project.



Section VI - Cost

Base Price **\$1,152,998 (Includes tax on Materials)**

Alternate 1
Replace Housing Control Console with Winsted Sit/Stand \$81,774

Section X Compliance, Exceptions, Objections

No.	Requirement/Specification	Comply	Don't Comply	Explain Non-Compliance
1	New cameras shall be IP-based with a minimum 1080P resolution (i.e. Axis M11 series) or IP 3 MP or better. Some cameras will need PTZ capability. All should accommodate excellent low-light and IR exposure, capable of progressive scan, and lenses that accommodate the required coverage areas as determined by the Sheriff's Office. These cameras will vary from wide-angle lens, outdoor rated, encased in tamper proof domes, some with PTZ capability, plus appropriate mounting hardware/brackets specific to the camera type/location being installed.	Yes		
2	Encoding capability of H.265 or better.	Yes		
3	Provide and install necessary servers and software to allow retention of camera recording for all cameras for a two (2)-year duration. Six (6) months of video shall be retained at full resolution (100%). The recording shall be compressed and retained for the remaining eighteen (18) months.	Yes		
4	Recording system and cameras should accommodate variable frame rates on each camera as necessary and determined by jail personnel (7.5 fps up to 30 fps).	Yes		
5	Provide necessary Type EMT conduit where needed, complying with all local, state and federal regulations, California regulations Title 15 Division 1 and Title 24.	Yes		
6	Install necessary software and hardware for remote access via secure Virtual Private Network approved by County IT.	Yes		
7	Install a rack air conditioning unit on existing rack in Central Control; Inyo County Sheriff will be responsible for exhaust of A/C.	Yes		
8	Provide and install (quantity) 32" high definition monitors in (quantity) different locations within the Jail; Monitors shall each be attached by individually adjusting fully articulating monitor mounts for viewing on existing desks in each location.	Yes		
9	Provide and install a locking wall mount rack for termination of cameras where needed.	Yes		
10	Provide and install (3) 48 port Gigabit Layer 3 network switches with 10GB transceivers.	Yes		
11	Provide and install 10 GB fiber installation in all necessary locations, utilizing existing conduit where applicable.	Yes		
12	Provide and install all security fasteners and compression connectors for all conduit. All security fasteners shall match what is currently being used by the facility.	Yes		
13	All cables shall be supported, and all cables and electrical wires shall be installed by a licensed contractor.	Yes		
14	Provide and install necessary software/hardware for ability to view County Jail cameras by secure administration rights.	Yes		
15	Maintain all existing security equipment operational and functional from the time the contract is awarded, throughout the installation of upgrades for all hardware and software components associated with this RFP, including providing manufacturer's latest version of software and/or firmware associated with this project.		No	There will be periods of down time/key operation for parts of the system during the demolition and retrofit. ISC will minimize down time and coordinate with Inyo Sheriff.
16	Remove and dispose of all equipment that are not and will not be used.	Yes		
17	Warranty on all equipment and systems for a period of two (2) years at no additional cost to the Sheriff's Office. The warranty shall cover all costs for WARRANTY SERVICES, including parts, labor, prompt field service, pick-up and transportation. Warranty begins when system commissioning is completed, punch list items resolved, and Sheriff's Office provides written acceptance of system. Warranty must be backed (in writing) by the manufacturer.	Yes		
18	Provide remote interface for troubleshooting and maintenance that the user will activate and de-activate to ensure that unauthorized remote access to the security control system does not occur.	Yes		
19	Provide extended Maintenance Service beyond the required 2-year warranty period on a time and material basis for each of the systems. Service Technician must respond within 8 hours 24/7 (weekends and holidays included).	Yes		
20	Include enough camera licenses to accommodate camera inventory.	Yes		
21	All cameras will be installed in a workmanlike and secure fashion and aimed/installed in accordance with the necessary field of view as described by the Sheriff's Office and in accordance with manufacturer's instructions.	Yes		
22	Install and provide all cabling and connections. Camera IP cabling should be robust enough for all necessary video bandwidth and rated for PoE (CAT-6E).	Yes		

Section X Compliance, Exceptions, Objections

23	All cabling shall be labeled at both ends of the cable run using permanent/legible typed labels and created by a Brady LS-200 label maker or equivalent system.	Yes		
24	Label each end of conduit and/or individual cable and in a clear manner by designating the location of the other conduit end (i.e. room name, junction box number, etc.).	Yes		
25	All wiring installed will be of continuous run - no splicing will be allowed.	Yes		
26	No compression connectors (bentons) or wire nuts may be used.	Yes		
27	No wiring will be exposed to unsecured access.	Yes		
28	Awarded contractor will be responsible for removing cabling for old analog cameras and any other unused equipment related to the current camera recording system.	Yes		
29	Wiring will be run in current cable trays/conduit where available. Where not available and where required, cable trays and conduit will be installed.	Yes		
30	All wire runs will be EMT conduit unless above hard deck ceiling with the exception of the Head End.	Yes		
31	All exposed EMT, accessible to inmates, shall be covered with a 1/8" mild steel flanged metal channel. The channel shall be drilled for mounting to walls and permanently mounted to the wall with burr-free, hammer driven security anchors.	Yes		
32	All screws used shall be security type 4 (four). Copies of the security head used will be provided to the owner upon conclusion of the project.	Yes		
33	Conduit will be a minimum of 1/2 inch sized (post 1/4 filled standard) with 30% room for expansion.	Yes		
34	Any new conduit shall be reamed to eliminate sharp edges and terminate with metallic insulated grounded throat bushings. Cap each conduit with a mechanical-type seal for protection. Equip all conduits with plastic or nylon pull-string with a minimum test rating of 200 lb.	Yes		
35	Install a nylon pull wire in each empty conduit, leaving at least eight inches slack at each end.	Yes		
36	All video equipment, cable, conduit or wiring shall conform to the interior décor standards, and all applicable local, state and federal codes.	Yes		Unsure what County Decor Standards are, but will do our best to comply
37	All infrastructure installed will be expected to withstand the normal, routine actions in the area in which installed and shall be guaranteed as such.	Yes		
38	Provide sleeves where required for wall and ceiling penetrations. Provide core drilling where required for sleeve installation.	Yes		
39	Sleeves as needed shall be EMT conduit and shall be provided with insulated throat bushings for each end.	Yes		
40	Provide a qualified Project Manager to be in charge of the work at all times and be present at the job site as required during the installation.	Yes		
41	The work shall be performed by skilled installers under the direction of a(n) experienced technician(s), all of whom shall be properly licensed and qualified for this work.	Yes		
42	The Vendor shall provide initial on-site staff training on video monitoring/recording platform upon completion of installation, and ongoing quarterly remote training via web conferencing or video conferencing.	Yes		
43	All work at the facility must be accomplished with the least amount of downtime and disruption to Jail operations as possible. Work must be performed in a phased approach so that only one housing area is without cameras at any one time.	Yes		
44	Provide Sheriff's Office with two sets of AutoCad printed (D50 size) drawings and two flashdrives as backups containing the AutoCad information in PDF format and DWG format.	Yes		

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND INTERGRATED SECURITY CONTROLS, INC.
FOR THE PROVISION OF COMPLETE INTEGRATED JAIL CONTROL SYSTEM **SERVICES****

TERM:

FROM: June 25, 2024 **TO:** Until completion

SCHEDULE OF FEES:

The vendor will invoice the County monthly for work completed, including details of labor provided and receipts for any direct expenses passed on to the county.

Base Price \$1,152,996 (Includes tax on Materials)

Alternate I

Replace Housing Control Console with Wlnsted SiUStand \$81,774

Project Total: \$ 1,234,770.00

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND INTERGRATED SECURITY CONTROLS, INC.
FOR THE PROVISION OF COMPLETE INTEGRATED JAIL CONTROL SYSTEM **SERVICES****

TERM:

FROM: June 25, 2024 **TO:** Until completion

SEE ATTACHED INSURANCE PROVISIONS

**Attachment: 2024 Insurance Requirements for
MOST CONTRACTORS SUCH AS PAINTERS, PLUMBERS, LANDSCAPERS**

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *(Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.)*
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability** (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. *(If applicable. Professional liability insurance coverage is normally required if the contractor is providing a professional service regulated by the state, though Inyo County may require professional liability coverage from certain other types of service providers.)*

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

OTHER INSURANCE PROVISIONS

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

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

**Attachment: 2024 Insurance Requirements for
MOST CONTRACTORS SUCH AS PAINTERS, PLUMBERS, LANDSCAPERS**

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

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, includes, but not limited to, primary and noncontributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

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

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**Attachment: 2024 Insurance Requirements for
MOST CONTRACTORS SUCH AS PAINTERS, PLUMBERS, LANDSCAPERS**

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
INTEGRATED SECURITY CONTROLS, INC. (ICS) FOR THE
PROVISION OF JAIL SECURITY AND CAMERA PROJECT**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Integrated Security Controls, Inc. (ISC), of Santa Rosa, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Jail Security and Camera Project dated June 25, 2024 on County of Inyo Standard Contract No. 116, for the term from June 25, 2024 to Project Completion.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

County and Contractor hereby amend such Agreement as follows:

1. Amend Terms and Conditions 3. D. not to exceed amount from One Million Two Hundred Thirty Four Thousand Seven Hundred Seventy to One Million Two Hundred Fifty Six Thousand Seventy Two
2. Amend Attachment B Schedule of Fees to include change orders 1. Change camera types net change \$11,735 and 2. Add three cameras for an increase of \$9,566. Total Change Orders \$21,302

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

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND INTEGRATED SECURITY CONTROLS, INC.
(ICS) FOR THE PROVISION OF JAIL SECURITY AND CAMERA PROJECT**

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


COUNTY OF INYO

By: _____

Dated: 08/14/2025

CONTRACTOR

By: _____


Signature
Jarad Reagan
Type or Print

Dated: 8/26/25

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Aug 18, 2025 17:43:12 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd
Amy Shepherd (Aug 12, 2025 07:53:28 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Adam Hanks
Adam Hanks (Jul 30, 2025 14:05:07 PDT)

County Risk Manager

APPROVED AS TO BUDGET OFFICER

Denelle Carrington

Denelle Carrington (Jul 30, 2025 14:25:28 PDT)

AIA Type Document
Application and Certification for Payment

Page 1 of 2

TO (OWNER):

PROJECT: Inyo Jail Control Upgrades

APPLICATION NO: 5
PERIOD TO: 6/30/2025

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Integrated Security Controls
3401 Industrial Dr
Santa Rosa, CA 95403

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM\$ 1,234,770.00
2. Net Change by Change Orders\$ 21,301.28
3. CONTRACT SUM TO DATE (Line 1 + 2)\$ 1,256,071.28
4. TOTAL COMPLETED AND STORED TO DATE\$ 1,249,246.28

5. RETAINAGE:

a. 5.00 % of Completed Work \$ 62,462.32

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b)\$ 62,462.32

6. TOTAL EARNED LESS RETAINAGE\$ 1,186,783.96
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)\$ 1,133,470.57

8. CURRENT PAYMENT DUE\$ 53,313.39

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 69,287.32

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	11,735.43	0.00
Total approved this Month	9,565.85	0.00
TOTALS	21,301.28	0.00
NET CHANGES by Change Order	21,301.28	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Integrated Security Controls
3401 Industrial Dr Santa Rosa, CA 95403

By: _____ Date: _____
/

State of:

County of:

Subscribed and Sworn to before me this _____ Day of _____ 20 ____

Notary Public:

My Commission Expires : _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

Page 2 of 2

TO (OWNER):

PROJECT: Inyo Jail Control Upgrades

APPLICATION NO: 5

PERIOD TO: 6/30/2025

DISTRIBUTION
TO:
☐ **OWNER**
☐ **ARCHITECT**
☐ **CONTRACTOR**

FROM (CONTRACTOR): Integrated Security Controls
3401 Industrial Dr
Santa Rosa, CA 95403

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Design	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	1,250.00
2	Investigation	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	500.00
3	Programming	65,000.00	65,000.00	0.00	0.00	65,000.00	100.00	0.00	3,250.00
4	Mobilization	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	250.00
5	Project Management	20,500.00	17,425.00	0.00	0.00	17,425.00	85.00	3,075.00	871.25
6	Field Supervision	25,000.00	21,250.00	0.00	0.00	21,250.00	85.00	3,750.00	1,062.50
8	Procurement/Shipping	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	250.00
9	Travel	65,000.00	55,250.00	9,750.00	0.00	65,000.00	100.00	0.00	3,250.00
11A	PLC Materials	284,187.25	284,187.25	0.00	0.00	284,187.25	100.00	0.00	14,209.36
11B	Tax on PLC Materials	22,024.51	22,024.51	0.00	0.00	22,024.51	100.00	0.00	1,101.23
12A	CCTV Materials	339,521.34	339,521.34	0.00	0.00	339,521.34	100.00	0.00	16,976.07
12B	Tax on CCTV Materials	26,312.90	26,312.90	0.00	0.00	26,312.90	100.00	0.00	1,315.65
15	PLC Panel Building	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00	0.00	2,500.00
16	Head End Installation	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	500.00
17	PLC Panel Installation and Terminations	81,800.00	65,440.00	16,360.00	0.00	81,800.00	100.00	0.00	4,090.00
18	CCTV Camera Installation	118,650.00	118,650.00	0.00	0.00	118,650.00	100.00	0.00	5,932.50
19	Central Control Desk Installation	81,774.00	61,330.50	20,443.50	0.00	81,774.00	100.00	0.00	4,088.70
20	Change Order Cam Types	11,735.43	11,735.43	0.00	0.00	11,735.43	100.00	0.00	586.77
21	CO Add 3 Cameras	9,565.85	0.00	9,565.85	0.00	9,565.85	100.00	0.00	478.29
REPORT TOTALS		\$1,256,071.28	\$1,193,126.93	\$56,119.35	\$0.00	\$1,249,246.28	99.46	\$6,825.00	\$62,462.32

Manufacturer	Part Number	Description	Vendor	Total Qty	Price / ea	Price / ext
Avigilon	2.0C-H5A-DO1	Fixed Camera	Avigilon	-19	\$874.39	-\$16,613.47
Avigilon	9C-H5A-3MH	270	Avigilon	10	\$1,733.10	\$17,330.95
Avigilon	12C-H5A-4MH	360	Avigilon	2	\$2,019.55	\$4,039.10
Avigilon	3.0C-H5A-FE-DO1	MP Fisheye Came	Avigilon	4	\$708.75	\$2,834.99
Avigilon	3.0C-H5A-CR1-IR	Corner Mount Came	Avigilon	2	\$1,196.53	\$2,393.07
Avigilon	5AMOD-1IMGR-K	Star camera for ped	Avigilon	1	\$742.53	\$742.53
Avigilon	WLMT-1001	mount for multise	Avigilon	12	\$102.52	\$1,230.22
Avigilon	5AMH-AD-PEND	nt mount for multi	Avigilon	12	\$168.39	\$2,020.67
Avigilon	5AMH-DO-COVR	isensor camera c	Avigilon	12	\$168.39	\$2,020.67
Avigilon	H4-MT-CRNR1	r Mount for Multis	Avigilon	5	\$122.53	\$612.63
Dell	Precision 3460	ve Medical Works	Dell	-2	\$1,950.00	-\$3,900.00
Elo	3202L	32" Touchscreen	Anixter	-1	\$1,625.00	-\$1,625.00
BenQ	GW2490	24" CCTV Monitor	Anixter	-1	\$195.00	-\$195.00
					Taxable	\$10,891.35
					Materials Tax	\$844.08
					Materials Total	\$11,735.43

Manuf.	Part Number	Description	Total Qty	Price / ea	Price / ext
Avigilon	2.0C-H5A-DO1	Fixed Camera	3	\$874.39	\$2,623.17
Avigilon	Unity8	Device License	3	\$246.88	\$740.63
Leviton	Lanmark-6	Cat 6 Cable	600	\$0.45	\$270.00
Leviton	R61110-RY6	Cat 6 Jack	3	\$15.60	\$46.80
ISC	Labor	Install cameras, cable	32	\$135.00	\$4,320.00
ISC	Per Diem	Hotel, meals	4	\$200.00	\$800.00
				Taxable	\$3,680.60
				Materials Tax	\$285.25
				Materials Total	\$3,965.85
				Labor	\$5,120.00
				Project Manage	480
				Total	\$9,565.85



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

September 2, 2025

Reference ID:
2025-578

Agreement with TeleConnect Therapies for Provision of Teletherapy 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:

- A) Declare TeleConnect Therapies of Avalon, CA, a sole-source provider of teletherapy services;
- B) Ratify and approve the agreement between the County of Inyo and TeleConnect of Avalon, CA for the provision of teletherapy services in an amount not to exceed \$118,080 for the period of July 1, 2025 through June 30, 2026, contingent upon the Board's approval of the Fiscal Year 2025-2026 Budget; and
- C) Authorize the Chairperson to sign the agreement and HIPAA Business Associate Agreement.

BACKGROUND / SUMMARY / JUSTIFICATION:

As a contracted Mental Health Plan, Inyo County Health and Human Services (HHS) Behavioral Health is required to have a certain number of therapists available to provide services to eligible clients. HHS has been contracting with TeleConnect Therapies since January 2021, due to unfilled therapist vacancies. The department respectfully requests ratification and approval of this contract to ensure service continuity as the Department continues to recruit and hire the staff required to meet client needs and the requirements of our contract with the Department of Health Care Services. This agreement comes before your Board late due to the effect of staffing shortages.

FISCAL IMPACT:

Funding Source	Mental Health Realignment and Mental Health MediCal	Budget Unit	045200
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

Behavioral Health did not engage in the Request For Proposal process prior to choosing this contractor, as this is a sole source procurement. A sole source procurement is justified in this situation because Behavioral Health patients have established relationships with providers from TeleConnect Therapies, and changing their providers would be difficult and counterproductive to their treatment.

Current Fiscal Year Impact
Not to exceed \$118,080 for the period between July 1, 2025 through June 30, 2026
Future Fiscal Year Impacts

N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to ratify and approve this contract. This is not recommended as doing so would negatively impact Health & Human Services' ability to meet network adequacy standards required by our contract with the State of California.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Lucy Vincent	Created/Initiated - 08/04/2025
Darcy Israel	Approved - 08/04/2025
Lucy Vincent	Approved - 08/04/2025
Melissa Best-Baker	Approved - 08/05/2025
Anna Scott	Approved - 08/05/2025
Keri Oney	Approved - 08/05/2025
Christian Milovich	Approved - 08/12/2025
John Vallejo	Approved - 08/12/2025
Amy Shepherd	Approved - 08/26/2025
Nate Greenberg	Final Approval - 08/26/2025

ATTACHMENTS:

1. TeleConnect Therapies Agreement FY 25-26
2. Purchasing Policy Sole-Source Form

**AGREEMENT BETWEEN COUNTY OF INYO
AND TELECONNECT THERAPIES
FOR THE PROVISION OF TELE THERAPY SERVICES**

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2025 to June 30, 2026 unless

sooner terminated as provided below. Term may be extended by mutual written consent of the parties as described under AMENDMENT section of this agreement.

3. CONSIDERATION.

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

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

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed One Hundred Eighteen Thousand Eighty Dollars (\$118,080) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County. Contractor therapists shall have four (4) scheduled weeks off per year, for which County will not be charged. Time off will be scheduled with County at least 1-month in advance.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

County shall provide and maintain all videoconferencing equipment and office space at the clinic (originating) site and will provide a safe environment for the provision of teletherapy services to patients as outlined in Attachment A in this Agreement. County shall designate an onsite County staff person to assist the mutual County/Contractor patients as necessary before, during and after teletherapy appointments. Contractor shall provide at the provider (distant) such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or

maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances,

regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

Contractor in all respects.

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

Agreement are severable.

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo

Health & Human Services Department
1360 North Main Street, Suite 111 Address
Bishop, CA 93514 City and State

Contractor:

TeleConnect Therapies Name
P.O. Box 95 Address
Avalon, CA 90704 City and State

24. ENTIRE AGREEMENT.

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

**AGREEMENT BETWEEN COUNTY OF INYO
AND TELECONNECT THERAPIES
FOR THE PROVISION OF TELETHERAPY SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

Signature

Print or Type Name

Name

Dated: _____

By:  _____

Signature


 _____

Print or Type

Dated: 7/16/2025

APPROVED AS TO FORM AND LEGALITY:

County Counsel

 _____

APPROVED AS TO ACCOUNTING FORM:

 _____

Amy Shepherd (Aug 4, 2025 08:44:31 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

 _____

Aaron Holmberg (Aug 4, 2025 15:21:05 PDT)

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

 _____

Aaron Holmberg (Aug 4, 2025 15:21:05 PDT)

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND TELECONNECT THERAPIES FOR THE PROVISION OF TELETHERAPY SERVICES

TERM:

FROM: 7/1/2025 TO: 6/30/2026

SCOPE OF WORK:

I. Program Operation

- A. County shall determine the number of contracted hours per month for Contractor services. County will also identify a contact person for Contractor services at County Clinic.
- B. County shall provide videoconferencing equipment and consultation space at County site that is compliant with all California DHCS/ Medi-Cal requirements.
- C. Patient Eligibility Criteria:
 - 1. Must be a registered patient of County.
 - 2. Must meet Medi-Cal Medical Necessity Criteria for mental health services.
 - 3. Must consent to receive telemental health services and consent to all other procedures associated with the teletherapy program including sharing of medical records necessary for coordination of patient care between Contractor and County.
 - 4. Must be deemed clinically appropriate for teletherapy services by Contractor.
- D. The County shall complete a written referral containing sufficient information to permit Contractor staff to determine the reason for referral and to contact the patient. County shall also obtain the patient signature on a mutually agreeable Telehealth Consent Form. Referral form and signed consent form shall be delivered to Contractor in a mutually agreed upon process.
- E. Prior to initiating services County and Contractor shall agree upon procedures for evaluation and treatment of patients who are determined by Contractor to be a potential danger to themselves, to others, or to be gravely disabled and unable to care for themselves. Contractor will follow the agreed upon procedures as needed during each patient's course of care.
- F. Contractor or County will schedule patients for clinical evaluations following an agreed upon scheduling system.
- G. County will provide the patient with an orientation to the telemental health system prior to initial appointment with Contractor.
- H. On each date of scheduled service in which a patient is scheduled for a teletherapy appointment in the County mental health clinic, a videoconference

connection will be established prior to the patient appointment following an agreed upon process.

- I. Following an initial clinical evaluation patients who are found to meet medical necessity criteria for ongoing telemental health services are given regularly scheduled appointments, as clinically indicated, to be scheduled using the County's desired scheduling system.
- J. If the Contractor therapist determines that a psychiatric consult is recommended, Contractor will use the County's system for referrals to psychiatric services. If the patient is seen by a psychiatrist, Contractor will request patient written authorization to exchange protected mental health information and consult with psychiatrist as clinically appropriate to coordinate patient care.
- K. If at any time Contractor believes a patient is no longer appropriate for TCT telemental health services, County staff will be notified and appropriate referrals will be made.
- L. County shall provide Contractor with necessary training on Electronic Health Record system and will provide remote access to system. Contractor will follow County procedures for clinical documentation.
- M. Contractor providers shall have 4 scheduled weeks off per year, for which County will not be charged. Time off will be scheduled at least 1-month in advance. During each provider's days off another licensed mental health professional will be available by telephone for patient urgent mental health needs.
- N. If Contractor or County must cancel a date of service due to unforeseen illness, injury, natural disaster or other unavoidable event, the County will not be billed. In the event of a cancellation, the County and patients will be notified as soon as possible.
- O. County to transmit all subpoenas and/or authorized written requests for patient therapy records or therapy reports directly to the Contractor therapist providing the patient's care for authorization prior to release of any patient records to the patient or to a third party.

II. Contractor Responsibilities:

In addition to Contractor responsibilities outlined above under "Program Operation" Contractor shall:

- A. Provide diagnostic assessments for scheduled patients including a provisional diagnosis within business day after initial appointment.
- B. Provide a written biopsychosocial assessment report on each patient, using County-approved format according to County timeline.
- C. Complete patient progress note in County EHR system following each date of service following County timeline.
- D. Provide a written patient treatment plan, reassessment, and discharge summary for each patient following County directed format and timeline.
- E. Provide 7-day a week telephone access for patients who have an urgent mental health need to a licensed mental health professional. Calls from patients will be returned by a licensed therapist within 2- hours, between the hours of 8:00 am and 8:00 pm. Patients will be provided with emergency procedures to follow in the event of urgent mental health needs outside of these hours, or for emergency

mental health crises.

- F. Complete Quality Assurance Clinical Chart reviews including system review, thorough clinical review, and written report to PIQA Manager, as assigned by County.
- G. Contractor shall sign the HIPAA Business Associate Agreement attached hereto and incorporated herein by this reference.

COUNTY OF INYO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and TeleConnect Therapies, referred to herein as Business Associate (“BA”). This Agreement is effective as of July 1, 2025, (the “Agreement Effective Date”).

RECITALS

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

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

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

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

1. Definitions

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

3. Termination

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

4. Disclaimer

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

5. Amendment

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

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

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

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

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

COVERED ENTITY

County of Inyo

By: _____

Print Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

TeleConnect Therapies

By:  _____

Print Name: Mindy Mueller

Title: CEO/Clinical Director

Date: 7/16/2025

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO AND TELECONNECT THERAPIES FOR THE PROVISION OF TELETHERAPY SERVICES

TERM:

FROM: 7/1/2025 TO: 6/30/2026

SCHEDULE OF FEES:

Scope of Work	Schedule of Fees
Initial Assessment or Reassessment of patient, including: *Review of referral source information and pre-visit PHQ9/PHQA, GAD-7, and/or PSC-35 results; *50-60- minute Face to Face biopsychosocial interview with patient, with some simultaneous EHR documentation	\$132
*Up to 90-minutes additional time to complete written initial biopsychosocial assessment report, or reassessment report, including medical necessity documentation, in EHR	\$132 (Charge pertains only to initial assessments NOT associated with ongoing therapy provided by same therapist).
2 nd Initial Assessment or Re-assessment patient visit-45-60 minutes face to face with patient, and up to 30-additional minutes for completion of report in EHR; To be pre-approved by ICDHHS only for complex cases not able to be thoroughly assessed or reassessed within one visit.	\$132
Mental Health Therapy: Including 50-60 minute remote face to face time with patient (Minimum 40-minutes with children), and up to 30-additional minutes completing session progress notes, and/or treatment plans in EHR as required.	\$132
Therapy discharge summary or patient transfer summary including review of chart, documentation in	\$66

EHR and any required collaboration with new therapist	
QA Clinical Chart Review including system review, thorough clinical review, and written report to PIQA Manger (up to 90-minutes)	\$132
QA Clinical Chart Review- each additional 30-minutes to complete review and report	\$66
Patient "No-Show" in which the patient does not show for a scheduled appointment and does not cancel the appointment prior to the scheduled appointment time.	\$66 (Billing by Contractor to be limited to 1 for each 4-hour block of time scheduled)
Therapist attendance at County-required trainings, including EHR, documentation, cultural competency, and/or other required trainings or meetings, per hour.	\$75

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND TELECONNECT THERAPIES
FOR THE PROVISION OF TELETHERAPY SERVICES**

TERM:

FROM: 7/1/2025 TO: 6/30/2026

SEE ATTACHED INSURANCE

PROVISIONS

Attachment C: 2025 Insurance Requirements for MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability** (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
5. **Abuse/Molestation Liability** (Sexual assault and misconduct): Coverage with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. *(Provision waived if contract excludes direct service to minors, this is persons under the age of 18 years, or other vulnerable populations.)*
6. **Cyber Liability** insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses. *(Provision waived if contract excludes access, maintenance, or transmission of client or County medical, financial, or personnel records.)*

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

OTHER INSURANCE PROVISIONS

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

Attachment C: 2025 Insurance Requirements for MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)

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

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

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

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

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

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

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

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

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

**Attachment C: 2025 Insurance Requirements for
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

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

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

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO AND TELECONNECT THERAPIES FOR THE PROVISION OF TELETHERAPY SERVICES

TERM:

FROM: 7/1/2025 TO: 6/30/2026

Mental Health Plan (MHP) Subcontractor Compliance Requirements

Disclosures

The MHP, Inyo County Mental Health, ensures collection of disclosures of ownership, control, and relationship information for persons who have an ownership or control interest in the MHP, if applicable, and ensures its subcontractors and network providers submit disclosures to the MHP regarding the network provider's (disclosing entities) ownership and control. (42 C.F.R. Section 455.101 and 104).

As a condition of enrollment, the MHP must require providers to consent to criminal background checks including fingerprinting when required to do so by DHCS or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider. (42 C.F.R. § 455.434(a).)

The MHP requires providers, or any person with a 5% or more direct or indirect ownership interest in the provider, to submit fingerprints when applicable. (42 C.F.R. § 455.434(b)(1) and (2)).

The MHP shall ensure that its subcontractors and network providers submit the disclosures below to the MHP regarding the network providers' (disclosing entities') ownership and control. The subcontractor is required to submit updated disclosures to the MHP upon submitting the provider application, before entering into or renewing the network providers' contracts, within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104. (MHP Contract, Ex. A, Att. 13)

Disclosures must include:

- a) The name and address of any person (individual or corporation) with an ownership or control interest in the network provider.
- b) The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- c) Date of birth and Social Security Number (in the case of an individual);
- d) Other tax identification number (in the case of a corporation with an ownership

- or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);
- e) Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
 - f) The name of any other disclosing entity in which the
 - g) Contractor or subcontracting network provider has an ownership or control interest; and The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.
 - h) The MHP shall provide DHCS with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from DHCS during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.

The MHP must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.

- 1. The ownership of any subcontractor with whom the MHP has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
- 2. Any significant business transactions between the MHP and any wholly owned supplier, or between the MHP and any subcontractor, during the 5-year period ending on the date of the request.
- 3. The MHP must obligate network providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.

The MHP shall submit the following disclosures to DHCS regarding the MHP's management:

- 1. The identity of any person who is a managing employee of the MHP who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
- 2. The identity of any person who is an agent of the MHP who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)

Compliance Monitoring

The subcontractor will meet with the Inyo County Medi-Cal Compliance Officer to review the Provider Manual, Compliance Training, Code of Conduct and Conflict of

Interest. The MHP shall monitor the performance of its subcontractors and network providers on an ongoing basis for compliance with the terms of the MHP contract and shall subject the subcontractors' performance to periodic formal review. (MHP Contract, Ex. A, Att. 8), if the MHP identifies deficiencies or areas of improvement, the MHP and the subcontractor shall take corrective action. (MHP Contract, Ex. A, Att. 8).

The MHP has a process, at the time of hiring/ contracting, to confirm the identity and exclusion status of all providers (employees, network providers, subcontractors, person's with ownership or control interest, managing employee/agent of the MHP). This includes checking the:

- a) Social Security Administration's Death Master File.
- b) National Plan and Provider Enumeration System (NPPES)
- c) Office of the Inspector General List of Excluded Providers and Entities (LEIE)
- d) System of Award Management (SAM)
- e) Department's Medi-Cal Suspended and Ineligible List (S&I List). MHP Contract, Ex. A, Att. 13; 42 C.F.R. §§ 438.602(b)(d) and 455.436)

If the MHP finds a party that is excluded, it must promptly notify DHCS. (42 C.F.R. §438.608(a)(2), (4).

The MHP has a process to confirm monthly that no providers are on the:

- a) OIG List of Excluded Individuals/Entities (LEIE).
 - b) System of Award Management (SAM) Excluded Parties List System (EPLS).
 - c) DHCS Medi-Cal List of Suspended or Ineligible Providers (S&I List).
- (42 C.F.R. §§ 438.608(d), an 455.436)

Fraud Reporting

The MHP, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the MHP for coverage of services and payment of claims under the MHP Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to DHCS about the following:

- 1) Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a)(7); MHSUDS IN No. 19-034)
- 2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2); MHSUDS IN No. 19-034)
- 3) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the MHP. 42 C.F.R. § 438.608(a)(4).)

If the MHP identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying DHCS, the MHP shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

The Inyo County Medi-Cal Compliance Officer can be reached at 760-872-3273.



County of Inyo

Sole Source Authorization Form

Vendor: TeleConnect Therapies

Date: 06/10/2025

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

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

Select one of the following:

<input type="checkbox"/>	The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field.
<input type="checkbox"/>	The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.
<input checked="" 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:

We have been contracting with TeleConnect Therapies since January 1, 2021, due to unfilled clinician vacancies.

Behavioral Health did not engage in the RFP process prior to choosing this contractor, as this is a sole source procurement. A sole source procurement is justified in this situation because Behavioral Health patients have established relationships with providers from TeleConnect Therapies and changing their providers would be difficult and counterproductive to their treatment.



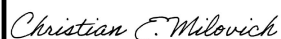
Department Head Signature

Sole Source Approval



Denelle Carrington (Jul 9, 2025 11:33 PDT)

Purchasing Agent Signature



County Counsel Signature



Kortni Girardin (Jul 30, 2025 10:54:16 PDT)

Auditor-Controller Signature



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 2, 2025

Reference ID:
2025-588

Agreement with County of Santa Cruz for Local Government Agency Consortium Services

Health & Human Services

ACTION REQUIRED

ITEM SUBMITTED BY

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

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the agreement between the County of Inyo and the County of Santa Cruz providing that Santa Cruz will act as the Host County for the Local Government Agency (LGA) Consortium for the period of July 1, 2025 through June 30, 2028, contingent upon the Board's approval of future budgets, and authorize Melissa Best-Baker, as the Board-appointed LGA Coordinator, to sign the agreement.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County of Santa Cruz acts as the Host County for the Local Government Agency (LGA) Consortium for the purpose of collecting and disbursing funds for the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) trust fund. The State Department of Health Care Services (DHCS) coordinates with the Host County to coordinate administration of the MAA/TCM programs for the Local Government Agency. This allows DHCS to coordinate with just one county, instead of all the counties that participate in MAA and TCM, relieving administrative costs for all involved. The Department is requesting approval to enter into this agreement and authorization for Melissa Best-Baker, as the Board-appointed LGA Coordinator, to sign.

FISCAL IMPACT:

Funding Source	Health Realignment	Budget Unit	045100
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Annual Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

There is no current funding request at this time. We do pay participation fees that are paid of the Health budget (045100), Professional Services (5265). Fees are historically less than \$5,000 each year.

Future Fiscal Year Impacts

There is no current funding request at this time. We do pay participation fees that are paid of the Health budget (045100), Professional Services (5265). Fees are historically less than \$5,000 each year.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

If not approved, Inyo County could not participate in the program and would lose this flexible funding.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

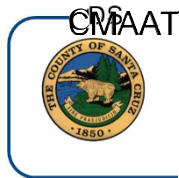
Thriving Communities | Enhanced Health, Social, & Senior Services
High Quality Services | Improved Access to Government

APPROVALS:

Melissa Best-Baker	Created/Initiated - 08/08/2025
Darcy Israel	Approved - 08/12/2025
Gina Ellis	Approved - 08/12/2025
Anna Scott	Approved - 08/13/2025
Stacey Simon	Approved - 08/14/2025
John Vallejo	Approved - 08/14/2025
Amy Shepherd	Approved - 08/26/2025
Nate Greenberg	Final Approval - 08/26/2025

ATTACHMENTS:

1. Master Agreement



**COUNTY-BASED MEDI-CAL
ADMINISTRATIVE ACTIVITIES (CMAA)
TARGETED CASE MANAGEMENT (TCM) AGREEMENT
Between the
COUNTY OF SANTA CRUZ
and
Inyo County Health and Human Services**

38.a
Approved 5/6/2025
Board of Supervisors
DOC-2025-361

THIS AGREEMENT is made and entered into by and between Inyo County Health and Human Services, a political subdivision of the State of California, hereinafter referred to as "LOCAL GOVERNMENTAL AGENCY (LGA)" and the COUNTY OF SANTA CRUZ, a political subdivision of the State of California, hereinafter referred to as "HOST ENTITY."

WITNESSETH:

WHEREAS, LGA desires to promote access to health services to residents, through the provision of County-Based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM) and desires certain administrative services to be provided by HOST ENTITY; and

WHEREAS, LGA has executed separate agreements with the California Department of Health Care Services (DHCS) to promote access to health services to residents for County-Based Medi-Cal Administrative Activities and Targeted Case Management and agrees to pay a participation fee under the terms of those agreements; and

WHEREAS, HOST ENTITY was selected by CMAA/TCM LGA Consortium ("Consortium") to collect and disburse LGA participation fees; and

WHEREAS, the Santa Cruz County Board of Supervisors has authorized entering into this Agreement as HOST ENTITY; and

WHEREAS, the authorizing entity of LGA has authorized entering into this AGREEMENT;

NOW, THEREFORE, for in and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. HOST ENTITY, Responsibilities:

- 1.1. HOST ENTITY shall perform host entity duties for CMAA and/or TCM listed in attached Exhibits A and B for CMAA and/or TCM program(s).
- 1.2. HOST ENTITY is the "Host Entity" solely for the purpose of collecting and disbursing funds for the Consortium trust fund ("Trust Fund"), as described in the Consortium bylaws and terms of this AGREEMENT.

1.3. HOST ENTITY shall comply with all applicable laws and regulations governing the Trust Fund and public funds, generally, in the collection and disbursement of funds for and from the Trust Fund pursuant to the terms of this AGREEMENT.

1.4. HOST ENTITY will receive an annual compensation in the amount approved per the consortium annual budget. for the performance of its HOST ENTITY services under Sections 1.1 through 1.3 of this AGREEMENT paid from the Trust Fund.

2. LGA Responsibilities:

2.1. LGA shall perform the LGA duties listed in the attached Exhibits A and B for CMAA and/or TCM program(s).

3. Disclaimers:

3.1. LGA is solely and exclusively responsible for the processing of its CMAA/TCM claims for reimbursement, including, but not necessarily limited to, compliance with all applicable federal and state laws and California Department of Health Care Services (DHCS) guidelines and procedures.

3.2. LGA is solely and exclusively responsible for the payment of its costs under the terms of this AGREEMENT as well as any and all its costs related to its participation in the CMAA and/or TCM program(s).

3.3. LGA is solely and exclusively responsible for all audit exceptions arising from its participation in the CMAA and/or TCM program(s).

4. Insurance and Indemnification:

4.1. Insurance:

Each of the parties agrees to maintain liability coverage for its negligent or intentionally wrongful acts and/or omissions arising from the performance of its duties under this Agreement.

4.2. Indemnification:

To the fullest extent permitted by law, the parties shall indemnify, defend, and hold each other, their officers, agents and employees harmless from any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising from each parties' respective performance of this Agreement, but only to the extent such liabilities are caused by or result from the negligent or intentionally wrongful act or omission of the indemnifying party, its officers, agents or employees.

5. Termination:

5.1. LGA may give written notice of its intent to terminate this AGREEMENT and accordingly relinquish its membership and rights to participate in the Consortium, at any time.

5.2. The effective date of termination shall be concurrent with the payment of the LGA's final claim for reimbursement for the period of the contract.

5.3. Participation fees shall be calculated and payable to the HOST ENTITY for any and all claims reimbursements received by LGA after LGA's notice of intent to terminate. LGAs failing to pay participation fees arising from reimbursements received after the termination date shall be in breach of this AGREEMENT.

5.4. LGA will continue to pay fees until all TCM Cost reports have been audited by DHCS.

6. Term:

This AGREEMENT shall be effective upon execution and for the period July 1, 2025, through June 30, 2028, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

The parties agree to comply with the terms and conditions of the exhibits below, which are integral parts of this agreement and are deemed incorporated by reference herein.

Exhibits:

Exhibit A - Scope of Work -Agreement Concerning County-Based Medi-Cal
Administrative Activities/ Targeted Case Management

Exhibit B - Payment and Fee Structure

[SIGNATURES TO FOLLOW ON NEXT PAGE]

"HOST ENTITY"
Duly Authorized

Inyo County Health and Human Services
Duly Authorized

COUNTY OF SANTA CRUZ

«LGA»

DocuSigned by:
By Jessica Randolph 5/6/2025
A2B41FF65D5549A...
Director of Health Services or Designee
Health Services Agency
1800 Green Hills Road, Suite 240
Scotts Valley, California 95066

By _____
Melissa Best-Baker
LGA Coordinator
P.O. Drawer H
Independence, CA 93526

Approved as to Form:

DocuSigned by:
Joe Ng 4/8/2025
F0F6FD189D700BF...
Office of the County Counsel Date

Approved as to Insurances:

Signed by:
Gina Borasi 4/14/2025
F4E4AFC9A5384DB...
Risk Management Date

DEFINITIONS

1. Local Government Agency (LGA) - A local public health office or county agency in a county or chartered city that oversees the County Based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) programs.
2. CMAA/TCM LGA Consortium ("Consortium") - A collaboration of LGA CMAA/TCM coordinators and/or designees who meet regularly and pursue the proper and efficient administration of the CMAA and TCM Programs.
3. Participation Fee ("Participation Fee") - Payment to the Consortium for the consortium's CMAA/TCM administrative costs and the program costs of the California Department of Health Care Services (DHCS).
4. Executive Committee (EC) - A team of elected LGA coordinator members of the Consortium who meet regularly and are responsible for the executive management of the Consortium. Duties include, but are not limited to, the review of fiscal revenue and expenditure reports; the approval of the annual budget; and the approval of payments by the Consortium.
5. Consortium Trust Fund ("Trust Fund") - Fund established and maintained by the HOST ENTITY, for the benefit of the respective LGA members of the Consortium, to hold and account for Participation Fees paid by the members to cover the administrative costs of the Consortium and the costs of DHCS.
6. Membership - All California county and/or chartered city CMAA/TCM coordinators or designees are eligible to join the Consortium and serve as their LGA representative. Membership is contingent on the annual payment of Participation Fees.
7. HOST ENTITY - The LGA designated by all LGAs participating in the CMAA/TCM programs, to be the administrative and fiscal intermediary between DHCS and all participating LGAs.
8. Termination - To discontinue or cancel an active membership, contract or agreement. Acceptable notice of intent to terminate an active membership must have an effective date that is concurrent with any final CMAA and/or TCM payments or fees due. All fees are due and payable during this time.

EXHIBIT A: Scope of Work - Agreement Concerning County-Based Medi-Cal Administrative Activities/ Targeted Case Management

HOST ENTITY shall:

1. Prepare and transmit Host Entity/Local Government (LGA) AGREEMENT and Participation Fee ("Participation Fee") invoice to the LGA pursuant to Exhibit 8.
2. Maintain an interest-bearing trust fund solely for the accounting for County Based Administrative Activities (CMAA)/Targeted Case Management (TCM) LGA Consortium ("Consortium") participation fees as required by the Consortium bylaws.
3. Enter into a separate agreement with the California Department of Health Care Services (DHCS) to coordinate administration of the CMAA/TCM programs on behalf of the LGAs.
4. Pay the DHCS CMAA/TCM administrative costs pursuant to the agreement between DHCS and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within sixty (60) days of receipt of invoice with documented costs from DHCS.
5. Pay the LGA consultant(s) costs pursuant to the contract(s) between LGA consultant(s) and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within twenty-one (21) days of Executive Committee approval of invoices submitted by the LGA consultant(s). The approved invoices for consultant(s) costs pursuant to the contract(s) are paid through the Host Entity trust fund.
6. Manage and oversee all contracts on behalf of the Consortium.
7. Provide to Executive Committee of the Consortium, for review, quarterly revenue and expenditure reports.
8. Provide to Executive Committee of the Consortium, for approval, an annual budget per Consortium by-laws.
9. Pay all expenses incurred as HOST ENTITY, including costs related to coordinating the Annual LGA Conference hosted by the Consortium.
10. Carry out other duties and responsibilities as defined and delineated in the Consortium by-laws.

LGA shall:

1. Pay Participation Fee to HOST ENTITY within thirty (30) days from receipt of invoice.
2. Have sole and exclusive responsibility for the processing of all CMAA\TCM claims for reimbursement of the LGA as well as any audit exceptions arising from those claims for reimbursement.

3. Carry out the duties and responsibilities of membership as defined and delineated in the Consortium by-laws.

EXHIBIT B: Payment and Fee Structure

1. Initial or Reinstate Membership Fee: The LGA shall pay a one-time \$500 fee to initially join or reinstate membership into the County Based Medi-Cal Administrative Activities (CMAA)/Targeted Case Management (TCM) Consortium ("Consortium"). This initial membership fee will only cover Consortium expenses. Any LGA requesting reinstatement that left the Consortium in bad standing will be required to pay the balance of its outstanding participation fees plus interest plus penalties as determined by the Host Entity.
2. Annual Participation Fee:
 - a. The LGA shall be assessed an annual participation fee calculated as the LGA's proportionate share of the LGA Consortium's approved current fiscal year budget.
 - b. The LGA's proportionate share percentage shall be calculated as the actual MAA and TCM revenue received from DHCS by the LGA during the prior fiscal year divided by the total MAA and TCM revenue received from DHCS by all LGAs for that same period.
 - c. The LGA's proportionate share of the LGA Consortium's approved current fiscal year budget shall be calculated by multiplying the proportionate share percentage by the LGA Consortium's total budgeted expenditures for the MAA and TCM programs for the current fiscal year.
 - d. For those LGA's not receiving any revenue from the MAA or TCM programs but still have outstanding TCM Cost Reports that require an audit, the fee charged will be based on the average of the last three (3) years revenues. This amount will be added to the revenue spreadsheet received from DHCS each year, which breaks out the annual revenue for each LGA.
 - e. For those LGA's that have yet to receive any revenue, but have already paid the \$500 initial fee, the \$500 fee will continue until revenue is received and able to be used as a basis for the calculations in subsections a-c above.

Certificate Of Completion

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Source Envelope:

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Signatures: 3

Envelope Originator:

Certificate Pages: 6

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Santa Cruz, CA 95060

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John Nguyen

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John.Nguyen@santacruzcountyca.gov

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Lead Assistant County County Counsel

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Gina Borasi

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GINA.BORASI@SANTACRUZCOUNTYCA.GOV

Viewed: 4/14/2025 12:05:21 PM

Risk Manager

Signed: 4/14/2025 12:09:50 PM

County of Santa Cruz

Signature Adoption: Pre-selected Style
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Jessica Randolph

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Sent: 5/6/2025 3:15:56 PM

Jessica.Randolph@santacruzcountyca.gov

Viewed: 5/6/2025 5:05:45 PM

Director of Admin Services

Signed: 5/6/2025 5:05:53 PM

County of Santa Cruz


Signature Adoption: Pre-selected Style
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In Person Signer Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Signing Complete	Security Checked	5/8/2025 8:57:02 AM

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.



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

September 2, 2025

Reference ID:
2025-589

California Mental Health Services Authority Loan Repayment Program Agreement Health & Human Services ACTION REQUIRED

ITEM SUBMITTED BY

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

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the agreement between the County of Inyo and California Mental Health Services Authority (CalMHSA) of Sacramento, CA for the provision of governing the Workforce Loan Repayment Program in an amount not to exceed \$115,000 for the period of July 1, 2025 through June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The California Mental Health Services Authority (CalMHSA) developed and administers an optional loan repayment program on behalf of participating counties that leverages local Mental Health Services Act funding set aside for Workforce Investment and Training. Under the program agreement, Inyo County will allocate \$115,000 to CalMHSA, who will act as a fiscal intermediary in the implementation of the program. The loan repayment program will allow Inyo County to provide eligible employees in "hard to fill/retain" positions with a CalMHSA Workforce Loan Repayment (CWLR) award. If approved, qualified behavioral health workers may receive a \$50,000 educational loan repayment in exchange for a three-year service commitment to the County. The Department is requesting approval to access this optional loan repayment program in order to improve the recruitment and retention of behavioral health staff. The request is coming to the Board after the effective date of the contract because there were delays in getting the final terms of the contract approved by all necessary staff and the contractor.

FISCAL IMPACT:

Funding Source	Mental Health Services Act (Workforce Education and Training)	Budget Unit	045201
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

N/A

Current Fiscal Year Impact

Up to \$115,000 for the period between July 1, 2025 and June 30, 2026

Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Not approving this agreement will not give Inyo employees access to this loan program.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Quality County Employees

APPROVALS:

Melissa Best-Baker	Created/Initiated - 08/11/2025
Darcy Israel	Approved - 08/12/2025
Gina Ellis	Approved - 08/12/2025
Anna Scott	Approved - 08/12/2025
Keri Oney	Approved - 08/13/2025
Christian Milovich	Approved - 08/26/2025
John Vallejo	Approved - 08/26/2025
Amy Shepherd	Approved - 08/26/2025
Nate Greenberg	Final Approval - 08/26/2025

ATTACHMENTS:

1. Loan Repayment Program Agreement

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
CALMHSA WORKFORCE LOAN REPAYMENT PROGRAM

COVER SHEET

Inyo County ("Participant" or "County") desires to participate in the CalMHSA Workforce Loan Repayment (CWLR) Program ("Program") offered by the California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement"). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws. The Agreement is effective on **July 1, 2025** through **June 30, 2027** ("Term"). The following exhibits are attached and incorporated into this Agreement:

Exhibit A	Detailed Program Description, Requirements, Restrictions
Exhibit B	General Terms and Conditions
Attachment A	Order Form Template

Workforce Loan Repayment Program: Subject to the terms and conditions herein, CalMHSA is offering the CWLR Program to Participant. The CWLR Program allows Participant to provide eligible employees in "hard to fill/retain" positions, including employees of community-based organizations, a CalMHSA Workforce Loan Repayment (CWLR) award, which is a \$50,000 educational loan repayment, in exchange for a three-year service commitment to the County.

1. **Funding:** The Program requires the following funding and payments:
Participant will pay an amount not to exceed \$115,000 to CalMHSA who will act as a fiscal intermediary in the implementation of the Program. CalMHSA shall invoice the Participant within thirty (30) days of the execution of this Agreement for the full amount of \$115,000. Upon cancellation, termination or other conclusion of this Agreement, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant.
3. The maximum amount payable under this Agreement is not to exceed \$115,000.

Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., LMFT

Title: Executive Director Date: _____

Participant: Inyo County

Signed: _____ Name (Printed): _____

Title: County Counsel Date: _____

Signed: _____ Name (Printed): _____

Title: Director of Behavioral Health Date: _____

Participation Agreement

EXHIBIT A – Program Description, Obligations, Restrictions

1. Program Description:

The CalMHSA Workforce Loan Repayment Program (“Program”) provides an opportunity for select County staff, or its sub-contractors, to receive a \$50,000 Workforce Loan Repayment award in exchange for a three-year work commitment (“Service Commitment”) with the County.

- A. Awardee Selection and Award:** County will select Awardees according to their Applicant criteria as set forth and defined in Attachment A and shall send its final list of Awardees to CalMHSA for confirmation. Funding of the Award shall be provided by Inyo County to CalMHSA upon execution of this Agreement. Thirty (30) days after Awardee’s loan and employment verifications, CalMHSA shall disburse the Award payment of \$50,000 to Awardee’s loan institution on behalf of the County.
- B. Service Commitment:** The Award of \$50,000 requires a three-year Service Commitment to the County. No adjustment to the award amount or the number of Service Commitment years may be made without CalMHSA’s approval. No Award or Service Commitment made pursuant to this Agreement shall be deemed to constitute an Agreement between Awardee and Inyo County, nor be deemed to guarantee Awardee’s employment with the County. The County maintains the right to terminate any Award funding or discharge Awardee as an employee at any time with or without cause.

2. Obligations:

A. CalMHSA shall:

- Develop CWLR Program application form and instructions and marketing and outreach materials.
- Coordinate with Participant about Program timeline including application start and end dates.
- Schedule and host technical assistance calls to provide opportunities for applicants to ask questions and receive technical assistance pertaining to their applications.
- Respond to calls or emails from applicants about their applications and online submissions.
- Coordinate with Participant to make award announcement and notify selected awardees.
- Review and sign off on applicant's loan information, obtain proper authorization to pay lender on behalf of awardee, and cut and distribute checks to the lending institutions.
- Collect and report demographic data as determined by Participant.

- Develop contracts with each awardee.
- Provide quarterly status reports to Participant indicating Program updates, loan payment amounts, closing balance of funds and administrative costs.
- Distribute awards and perform all other services consistent with all laws, including but not limited to the Mental Health Services Act.

B. Participant shall:

- Participant shall pay for individual program services as defined in the fiscal provisions in Exhibit B – Section V.
- Provide CalMHSA and any other parties deemed necessary by Participant and CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
- Maintain responsibility for any and all assessments, creation of individual case plans, and providing or arranging for services.
- Provide CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
- Provide feedback on Program performance.
- Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.
- Make announcement about application cycle opening through web posting on Participant internet and intranet, sharing information in systems of care staff meetings.
- Coordinate and deliver presentations and provide workshops on Participant CWLR application information and eligibility criteria to potential applicants.
- Establish and provide hard-to-fill/retain eligibility guidelines.
- Respond to all email and phone inquiries from potential applicants and organizations about eligibility criteria, including changes in employment, and work-site eligibility.
- Make all determinations regarding employee eligibility and certifications for and award of program benefits in compliance with applicable laws.
- Send eligible applicant list to CalMHSA.
- Transfer total program funds in the amount of \$115,000 from the Participant to CalMHSA within thirty (30) days of agreement execution.
- Provide regular fiscal reports to Participants and/or other public agencies with a right to such reports.

3. Program Restrictions:

- **Unqualified Loans.** Loans that would not qualify under this Agreement include loans consolidated with other loans, loans paid in full, loans in default, a loan made to another person (e.g., Spouse), a non-educational loan, line of credit, home equity loan, credit card debt, business loans, mortgage, personal loan, or other consumer loan. The educational loan must be in Awardee's name. Eligible loans must be kept separate from other debts; and

The Awardee shall continue to make payments to the Lending Institution(s) as required in the Awardee's loan Agreement(s). CalMHSA will not make a loan payment for any student loans that are in arrears or that do not meet the above conditions.

Participation Agreement
EXHIBIT B – General Terms and Conditions

I. Definitions

The following words, as used throughout this Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. Award – \$50,000 educational loan repayment in exchange for the Service Commitment.
- B. Awardee – an Eligible Employee selected by the Participant County to receive the Award in exchange for a three-year service commitment to the Participant County.
- C. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- D. Eligible Employee – an employee who meets the Applicant Criteria outlined in Attachment A for eligibility to apply for this Program.
- E. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- F. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code.
- G. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- H. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- I. Program – The program identified in the Cover Sheet offered by CalMHSA under the Agreement. For purposes of this Agreement, the Program is the CalMHSA Workforce Loan Repayment Program.
- J. Service Commitment – three-year work commitment requirement with the employer County in exchange for the \$50,000 Award.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Provide the Program as described in the Agreement.
 - 2. Act as the Fiscal and Administrative agent for the Program.
 - 3. Manage funds received consistent with the requirements of applicable laws, regulations, and this Agreement.
 - 4. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

B. Responsibilities of Participant:

1. Pay for the Program as set out in this Agreement. Payments are due within thirty (30) days of receipt of an invoice or, as applicable, within thirty (30) days of Agreement execution.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
3. Where applicable, ensure completion of any Participant requirements set out in Exhibit A including all assessments, creation of individual case plans, and providing or arranging for services.
4. Cooperate by providing CalMHSA with requested information and assistance to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA requirements, and bylaws.

III. Amendment. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Agreement upon six (6) months' written notice to CalMHSA. Notice shall be deemed served on the date of mailing.
- B. Member Cost Sharing. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their share of unavoidable expenses and liabilities arising during their participation period.
- C. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.
- D. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, ongoing services, etc., are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

V. Fiscal Provisions.

- A.** Funding required from Participant shall not exceed **\$115,000** during the project period.
- B.** Participant shall pay an Administrative Fee, as set forth below, in the amount not to exceed \$15,000 or 15% of the funding required from Participant pursuant to the terms of this Agreement to CalMHSA who shall act as a fiscal intermediary in the implementation of the Program. CalMHSA shall invoice the Participant within thirty (30) days of Agreement execution for the total cost of this program. Upon cancellation, termination or other conclusion of this contract, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant.
- C. Administrative Fee–**
As stated in section B directly above, CalMHSA shall retain the Administrative Fee for administering these services.

VI. Limitation of Liability, No Warranties, Indemnification

- A. Indemnification.** To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.
- B. No Responsibility for Mental Health Services.** CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

Attachment A– CalMHSA Workforce Loan Repayment – Applicant Criteria

Inyo County - Hard to Fill/Retain Eligibility Criteria

Direct Service Staff – Requirements

Work Hours	Must work a minimum of 32 hours per week in a public mental health program. Psychiatrists must work a minimum of 20 hours per week in a public mental health program.
Employment Status	Must be employed in an eligible provider role, as identified in the CWLR application.
Totally Weekly Hours of Direct Service	Must provide a minimum of 20 hours direct service per week. Part-time Psychiatrists are exempt from the minimum 20-hour direct service requirement.
Work Location	Must work within an eligible Participant County-operated mental health setting or a contracted, community-based mental health or substance use disorder agency. *

* Hospital programs and publicly funded programs administered by adult correctional entities or services provided in adult correctional facilities are not eligible for this program.

Applicants must meet one of the following requirements:

1.	Providers who are bilingual in one of the Participant's threshold languages and/or who Represent the ethnically and culturally diverse communities that the Participant serves.	And/or	Have lived experience as a mental health consumer/family member or represent one or more of the following ethnically and culturally diverse communities that the Participant serves: African American, Asian Pacific Islander, Hispanic, Native American, South or Southeast Asian, or LGBTQI.
2.	Providers In hard to fill/retain positions or those who possess experience/ expertise in hard to Fill/retain skill sets.	OR	Providers with the following titles: Psychiatric Mental Health Nurse Practitioners, Clinical Psychiatric Pharmacist, Psychiatrists, especially child psychiatrists, Providers with integrated primary care/behavioral health care experience, or Providers who work in programs delivering services to: <ul style="list-style-type: none"> - Older Adults - Transitional Age Youth - LGBTQI Populations - Youth in the Juvenile Justice System

			- Clients with Substance Use/Co-Occurring Conditions
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* Change of jobs to a different organization during the application review process is cause for disqualification, as it voids the minimum length of time of the employment requirement. However, a change of job with the same organization, serving the same population in a hard to fill/retain position will not disqualify.

** Direct Service is defined as: services that generates units of service, opening or closing cases, crisis intervention, assessments, individual /family /group therapy, rehabilitation services, medication evaluation/consultation, integrated behavioral and EBP interventions.

***To receive credit, clearly identify your qualifying program, job function and direct service hours in the "Employment Verification" section of the CWLR application.



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

September 2, 2025

Reference ID:
2025-583

Memorandum of Understanding between the County of Inyo and the Inyo County Deputy Sheriff's Association (ICDSA)

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Ratify and approve the July 1, 2025 through June 30, 2028 Memorandum of Understanding between the County of Inyo and the Inyo County Deputy Sheriff's Association (ICDSA).

BACKGROUND / SUMMARY / JUSTIFICATION:

Pursuant to your Board's direction, negotiations for a successor Memorandum of Understanding (MOU) with the Inyo County Deputy Sheriff's Association (ICDSA) have been completed. A tentative agreement has been reached, with all parties reviewing and accepting the terms. The agreement reflects the shared priorities identified during the negotiation process and is now ready to be presented to your Board for formal adoption.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	022710, 022910
Budgeted?	Yes	Object Code	All salary and object codes
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

The attached MOU will result in additional costs of approximately \$185,000 in salaries for the current fiscal year.

Future Fiscal Year Impacts

Costs will increase annually based on negotiated Cost of Living Adjustments and step increases. The estimated increases for FY 2026-2027 is an additional \$85,000. All future budgets will continue to be monitored.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Memorandum of Understanding and direct staff to re-negotiate the terms with the Inyo and the Inyo County Deputy Sheriff's Association (ICDSA). This is not recommended as this agreement was reached based on Board input after several months of collaborative conversation with ICDSA representatives.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services - Quality County Employees

High Quality Services - High-Quality County Government Services

High Quality Services - Public Safety and Emergency Response

APPROVALS:

Keri Oney	Created/Initiated - 08/05/2025
Darcy Israel	Approved - 08/06/2025
Denelle Carrington	Approved - 08/20/2025
Keri Oney	Approved - 08/26/2025
John Vallejo	Approved - 08/26/2025
Amy Shepherd	Approved - 08/26/2025
Nate Greenberg	Final Approval - 08/27/2025

ATTACHMENTS:

1. 2025 - 2028 Deputy Sheriffs Association Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

between

**INYO COUNTY DEPUTY SHERIFF'S
ASSOCIATION**

and

COUNTY OF INYO

July 1, 2025 to June 30, 2028

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**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE COUNTY OF INYO
AND
THE INYO COUNTY DEPUTY SHERIFF'S ASSOCIATION**

July 1, 2025 to June 30, 2028

Section 1 – Introduction

Article 1 – Recognition

The County of Inyo (hereinafter called the "County") has recognized the Deputy Sheriff's Association (hereinafter called the "Association") as the formally recognized employee organization bargaining unit for the purpose of meeting its obligations under the Myers-Milias-Brown Act, Government Code §3500, et seq., when rules, regulations, or laws affecting wages, hours and other terms and conditions of employment are amended or changed. This Agreement applies to all employees in the Association bargaining unit.

Article 2 – Purpose

It is the purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") to promote and provide for the continuity of operation and employment through harmonious relations, cooperation and understanding between management and the employees covered by the provisions of this MOU; to provide an established, orderly and fair means of resolving misunderstandings or differences which may arise from the provisions of this MOU; and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

Article 3 – Non-Discrimination

Section 1: The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code §3500 to §3511.

Section 2: The County and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religious creed, marital status, physical or mental disability, medical condition or sexual orientation. The County and

Association shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in compliance with state and federal anti-discrimination laws.

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

Article 4 – Personnel Rules and Regulations

- A. County Personnel Rules and Regulations as adopted by the Board of Supervisors and all amendments thereto are incorporated herein.
- B. The Department and Association agree to continue implementing the Department Rules and Regulations as most recently revised.

Article 5 – Membership

Sworn Safety members who are not a Lieutenant, Chief Investigator, Assistant Sheriff, Undersheriff, or the Sheriff are members of DSA.

Article 6 – Merit System Membership

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

Section 2 – Salaries / Additional Compensation

The members of the Association shall be paid every two weeks. The County will make every effort to see that employees in outlying stations receive their checks on the last County business day of each pay period.

Article 1 – Salaries

Equity Adjustment:

Effective the first pay period in July 2025, the parties agree to implement the recommended changes to the salary structure, transitioning from "Ranges" to "Grades". The parties will adhere to the recommendations of Evergreen Solutions LLC in determining the appropriate salary grade for each classification. All employees will be placed into the new structure,

ensuring that they are brought up to at least the minimum salary step, which may result in an up or down change to the employee's current step to ensure there shall be no reduction in an employee's current base wages as a result of this implementation.

COLA:

All salaries shall be adjusted annually on the first pay period in July by the Cost of Living. Cost of Living shall be determined by the March-to-March change of the BLS (Bureau of Labor Statistics) Riverside-San Bernardino-Ontario Consumer Price Index. The CAP on the COLA will be no less than 0% and no more than 4% of the Urban Wage Earners and Clerical Workers.

The salaries of Association members (with said known increases included) shall be as set forth in Appendix A.

Article 2 – Step Raises

Merit step raises will become effective on the first day of the month.

Article 3 – Work Period

The County has established a 14-day work period under Section 7(k) of the FLSA. The work period is defined as Thursday at 0001 hours through the second Wednesday at midnight (one minute after 12 midnight Thursday through 12 midnight on Wednesday) following for the personnel referenced immediately above.

Article 4 – Scheduling

- A. Regular twenty-eight (28) day work schedules will be posted seven (7) days prior to the first day of every other work period. Exceptions may have to be made when emergencies are determined by the Sheriff or his designated representative.
- B. Members subject to shift rotation shall be rotated on a one (1), two (2) or three (3) twenty-eight (28) day work period basis. Rotation is to be through all shifts. Frequency of rotation will be at the discretion of the Division Commander.

Nothing in this section shall preclude a member from working an unpopular shift for a period of time greater than the designated rotation period if:

1. Such schedule and assignment has been mutually agreed

upon by the member and the Division Commander and;

2. Until the time such shift is requested by another affected member assigned to the same duty station.
- C. Employees on an eight (8) hour daily work schedule will work five (5) consecutive days, with two (2) consecutive days off.
- D. Employees on a four (4) day, ten (10) hour per day work schedule will work four (4) consecutive days with three (3) consecutive days off.
- E. Employees on a twelve (12) hour per day work schedule will work six (6) twelve (12) hour shifts and one eight (8) hour shift per fourteen (14) day work period for a total of eighty (80) work hours.
- F. The County Administrator may in his discretion based upon recommendation from the Sheriff, change work hours and/or work shifts on a temporary basis .
- G. Supervisory Members will work shifts as assigned by the Division Commander. Corporal Members shall be entitled to shift rotation within a period not to exceed six (6) months.

Article 5 – On-Call, Standby and Callout

- A. Minimum Call-Out for Sergeant, Investigator, Corporal, Deputy
 1. In the event a member is called out to work other than his regular shift, he will be paid a minimum of three (3) hours at time and one-half (1.5) for any call-outs regardless of time required to complete the calls.
 2. A Call-Out is constituted by the member being notified of the detail, making preparation to respond to the detail, notifying dispatch, forming their unit, they are in service and en route to the detail.
- B. Standby: In the event that a member is required to remain in his beat area, on his regularly scheduled day off, or before or after his regular shift, he shall be paid three (3) hours straight time pay per eight (8) hour standby period with a minimum of one (1) hour at straight time pay. Standby time shall not count as hours worked for purposes of calculating overtime.

Standby time will only be used in emergency situations. An emergency is defined as a National, State or Local disaster, or an impending immediate danger to the public peace or safety, or other such specific event as declared by the Sheriff or his designated representative.

- C. On-Call: In the event that a member is required to remain within the County, on his regularly scheduled day off, or before or after his regular shift, he shall be paid three (3) hours straight time pay per eight (8) hour On-Call period with a minimum of one (1) hour of straight time pay. On-Call time shall not count as hours worked for purposes of calculating overtime.
 - 1. Those appointed to on-call as investigators shall receive ten (10) hours of straight time at their respective rate of pay for on-call status per two (2) day weekend. In the event of a three (3) day weekend, Investigators shall receive fifteen (15) hours straight time for On-Call status.
 - 2. Corporal/Investigators placed into On-Call status shall not have such compensation count as hours worked for purposes of calculating overtime.
- D. Call Outs: In the event an employee is called and physically responds to work other than his/her regular shift, he/she will be compensated with a minimum of three (3) hours overtime (paid at time and one-half [1.5]) regardless of the time it takes to complete the call-out. Time expended in excess of three (3) hours will be compensated at time and one-half (1.5) providing the employee is not on regularly scheduled work hours.

Should a deputy be called to work early to assist or relieve a different deputy up to an hour prior to the member's shift (example: night shift gets called into work at 1725 hours but was scheduled to work at 1800), that member will be paid for the full hour at time and one-half (1.5). Should the member be called into work early between an hour and three hours prior to the member's shift, he or she shall be compensated for a three (3) hour call-out at time and one half (1.5).

These guidelines shall only apply to callouts not scheduled meetings or events. Members will be compensated at minimum of one (1) hour at time and one-half (1.5).

In the event an employee is called out by dispatch or a supervisor but then cancelled prior to physically responding, member will be compensated for one (1) hour at time and one-half (1.5).

Article 6 – Overtime and Compensatory Time

- A. Overtime will be paid at a rate of one and one-half (1.5) times the regular wage rate. The rate of overtime shall be paid at the hourly wage computed on the basis of the monthly salary times twelve (12) months divided by the number of working hours in a year, 2080 (52 weeks x 40 hours per week = 2080 hours.)
- B. Overtime shall be paid as defined in A above after the employee has completed forty (40) hours of work in a workweek for those scheduled a 5/8 or 4/10 work week, or eighty (80) hours in a work period for those working a 7K schedule (12-hour schedule). Hours of work shall not include time scheduled as compensatory time or holiday leave. Hours of work shall include time off scheduled as sick leave or vacation leave.

A member may choose to place overtime into the compensatory time off leave accrual. Compensatory time off accruals shall not exceed 180 hours (15 days). Compensatory time off shall be taken with the approval of the Department.

On two (2) occasions (December and July: Prior to the 15th of the month) an employee may elect to convert compensatory time into a cash payment, at the rate of pay, including retention incentive pay, up to a total of 80 hours of accrued compensatory time in a calendar year. (Example: member elects to convert 30 hours in July; he or she can only convert 50 in December.)

See Appendix B for guidelines of cash in lieu of.

Article 7 – Shift Differential

- A. Members assigned to work swing shift shall receive an additional two and a half percent (2.5%) compensation. Shifts designated as swing, P.M. and evening are the swing shift.
- B. Members assigned to work graveyard shift shall receive an

additional five percent (5%) compensation. Shifts designated as Graveyard and Night are the graveyard shift.

- C. In the event of an extended shift, the differential on the overtime shall be the same as the assigned shift. In the event overtime is not connected to an assigned shift, the differential compensation shall be determined by the shift during which the majority of the hours are worked.
- D. 8-, 10- and 12-hours shifts should be reflected as follows:

8-hour shifts	10-hour shifts	12-hour shifts
0600-1400 Days	0600-1600 Days	0600-1800 Days
1400-2200 Swings	1600-0200 Swings	1400-0200 Swings
2200-0600 Graves	2000-0600 Graves	1800-0600 Graves

Article 8 – Longevity Pay

County agrees to provide the following longevity pay to support retention:

At year six (6) on the anniversary date the employee will receive a two percent (2%) increase to the base salary, a one percent (1%) increase at year seven (7), a one percent (1%) increase at year eight (8) and will receive a half percent (0.5%) increase every year after until employee reaches a total of eight percent (8%) and sixteen (16) years of service.

Article 9 – Class “B” License

County will provide a two and one-half percent (2.5%) of base pay incentive for members, who hold and maintain a Class B driver’s license. Number of positions eligible will be determined by the Sheriff.

Article 10 – Bilingual

The County agrees to compensate members who successfully demonstrate 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 will receive an additional two percent (2%) of base pay.

Members will be tested on a traffic stop and must be able to obtain the pertinent information from the subject and effectively communicate throughout the traffic stop.

Spanish I testing shall be administered by Sheriff's Department Administration at the direction of the Sheriff.

- Spanish II – Those who interview and interrogate will receive an additional three percent (3%) of base pay.
Members will be tested on a burglary investigation. The member must demonstrate the ability to communicate with the victim and be able to obtain all relevant information to conduct a thorough report.

Spanish II testing shall be administered by Sheriff's Department Administration at the direction of the Sheriff.

- Spanish III – Those who speak, read and write will receive an additional five percent (5%) of base pay.

Employees shall receive Spanish III compensation upon successfully passing an exam that tests their oral communication skills and reading and writing ability. This testing procedure shall be administered by a certification testing service selected by the County.

Members will be eligible for bilingual compensation the first pay period following passing the required testing.

Article 11 – Uniforms

- A. County agrees to pay a uniform allowance of \$2,000 per year for the cleaning, replacement and maintenance of member's clothing.
- B. This allowance shall be paid per pay period in the amount of \$76.92.
- C. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the member. The determination of replacement or repair will be made by the Department. Normal wear and tear of clothing articles is not included.
- D. New employees only will receive a \$1000 advancement of uniform allowance, non-accountable plan, to be paid through payroll. This \$1000 is to come from the current \$2,000 annual payment, whereby a new employee's uniform allowance shall be reduced for proration of the advance payment to \$38.46 per pay period for the first year of employment.

Article 12 – Safety Equipment

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

Gun
Holster
Sam Browne belt and accessories
Baton and holder
Handcuff case and handcuffs
Flashlight (batteries and bulb)
Ammunition and holder
Safety helmet
Body armor (ballistic vest)
Parka
Rain gear, jacket and pant protectors
Load Bearing Vest

Ear protectors and shooting glasses will be kept at the various Sheriff stations to be issued on an as-needed basis. These items will not be issued individually to each member.

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

Upon separation, the member is responsible for the fair market replacement cost of any issued item not returned.

Article 13 – Not Applicable

Article 14 – Other Compensation

A. Education Incentive

1. County agrees to compensate Members holding Associate College Degrees an additional five percent (5%) of the Member's classification base pay.
2. County agrees to compensate Members holding Bachelor College Degrees an additional seven and one-half percent (7.5%) of the Member's classification base pay.
3. County agrees to compensate Members holding Master

College Degrees an additional ten percent (10%) of the Member's classification base pay.

POST Certificate Incentive

1. County agrees to compensate Members holding an Intermediate Certificate issued by Peace Officers Standards and Training (POST) an additional five percent (5%) of the Member's classification base pay.
2. County agrees to compensate Members holding an Advanced Certificate issued by Peace Officers Standards and Training (POST) an additional ten percent (10%) of the Member's classification base pay.
3. County agrees to compensate Members holding a Supervisors Certificate issued by Peace Officers Standards and Training (POST) an additional fifteen percent (15%) of the Member's classification base pay.

Education and POST incentives are cumulative, however the max compensation would be fifteen percent (15%) for both POST certificate/education incentive combined. (Example: if a member has an advanced POST – ten percent (10%) and Bachelor degree – seven and a half percent (7.5%) the max incentive would be fifteen percent [15%]).

Members are eligible for the Education Incentives either at the time of hire—upon providing verification—or beginning the first pay period after submitting verification of qualifying education to the Personnel Department.

Members shall receive POST Certificate pay retroactive to the beginning of the first pay period following the certificate issuance date recorded by the California Commission on Peace Officer Standards and Training (POST).

B. Qualification Incentive

All members who qualify as "Expert" or a higher rating at a quarterly qualifying shoot will receive a one-time payment of \$50. A qualifying shoot shall be scheduled by the department once each quarter with a department appointed Range Master. For those members unable to participate in the designated qualifying shoot due to vacation, illness or other reason acceptable to the department, the department may schedule a makeup qualifying shoot. A Member may have only one attempt to qualify as "Expert" or higher for this additional compensation each quarter. The Range Master will designate, in accordance with department policy, which attempt at the qualifying shoot will be the "designated qualifying shoot".

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

C. Canine Pay

Employees who are regularly assigned responsibility or canine handling and care shall receive ten and one-half (10.5) hours per pay period paid at the premium rate equal to time and one half (1.5) of the employee's base hourly rate. Those unit members assigned to canine duty agree that the above additional hours provided each week are reasonably necessary to provide for the care and maintenance of the assigned canine and that these additional "hours worked" are intended to compensate unit members assigned to canine duty for all off duty hours spent caring for and maintaining their assigned canine, in compliance with the FLSA and interpretive cases and rulings. The assigned K9 handler shall receive this "Canine Premium Pay" regardless of their compensatory time or holiday leave.

Employees assigned as canine handlers will be compensated for travel time to and from, as well as actual time spent, attending canine training with the Department's approved trainer at the premium rate equal to time and one half (1.5) of the employee's base hourly rate if the training falls on the canine handlers' normal days off.

D. Resident Deputy Pay

Members assigned to Death Valley, Tecopa and Shoshone as resident deputies shall receive an additional \$600 per month without deduction for rent/maintenance of County owned housing.

The personnel transferring or assigned to the Tecopa/Shoshone resident post as described in the MOU who choose to live in Pahrump, Nevada will receive half the designated resident deputy pay for Remote Availability Compensation. The employee must reside within thirty (30) minutes of the County Line.

E. Field Training Pay

County agrees to compensate members assigned as Field Training Officers. Members assigned as Field Training Officers shall receive an additional five percent (5%) above base pay. There shall be no more than six (6) members assigned to the Field Training Officer program at one time.

F. Search and Rescue Pay

Members who are certified as Search and Rescue personnel shall receive an additional five percent (5%) of the Member's classification

base pay. Only up to four (4) members can receive the stipend based on the Sheriff's recommendation.

G. Instructor Pay

Members who are certified at the direction of the sheriff in the following routine and consistent positions shall receive an additional five percent (5%) of the member's classification base pay:

Range Master/Firearm Instructor (maximum of 4)

Use of Force Instructor (maximum of 2)

Defensive Tactic Instructor (Arrest & Control) (maximum of 2)

Taser Instructor (maximum of 2)

Less Lethal Instructor (maximum of 2)

Members who are certified at the direction of the sheriff in the following position shall receive an additional five percent (5%) of the member's classification base pay:

Driving Instructor (maximum of 2)

If a member is assigned by the Sheriff to more than one instructor assignment, a member shall receive a maximum of five percent (5%).

Article 15 – Special Assignment/Acting/Consecutive Days

- A. There will be no special assignments in excess of five (5) days in any thirty (30) day period out of one's beat area, except in major emergencies or when requested by the employee.

The term, "Special Assignment," is defined as "an assignment to an event or post where the member would be required to remain overnight or in some other way be unable to return home after duty hours due to some action on behalf of the Department."

Compensation for any assignment out of a member's beat area shall include travel time commencing from regular duty station and terminating upon return to regular duty station (e.g., if member is assigned temporarily from Bishop to Lone Pine, compensation commences when member checks in at Bishop; compensation further terminates when the Member returns to Bishop.) If member is on special assignment, compensation is not paid for off-duty time.

- B. Members assigned duties as Acting Sergeant, Acting Investigator or Acting Corporal for a period of eight (8) calendar days will be paid at the higher classification, retroactive to the first day worked

in the acting classification, after the initial eight (8) day period and until they are no longer assigned to the "Acting" position.

A member placed into an acting position in a class with a higher salary range will be paid either at the minimum of the new range or at the nearest higher rate that he would otherwise be entitled.

"Acting Sergeant," "Acting Investigator," or "Acting Corporal," shall mean an employee assigned by the Sheriff, or his designated representative, to perform all the duties and assume full responsibility for the designated position.

- C. The scheduling policy is five (5) days on, two (2) days off. During the course of this MOU, an attempt shall be made to address the memberships concerns of having rotating days off. To address this, the following scheduling process may be used if desired by a majority of effected members within a Division.

Days off shall be distributed throughout the calendar year to equal the total number of holidays, Saturdays, and Sundays. Scheduling supervisors shall make every effort to schedule deputy members in a five (5) day on - two (2) day off format. At times this becomes impossible (most notably at shift change rotations and when attending training.) When that occurs, and the deputy member is scheduled to work a sixth (6th) day in a row:

1. The scheduling supervisor will attempt to assure the deputy member receives the total number of days off due for the scheduling period, and
2. For any days scheduled beyond five (5) days (with the deputy member receiving the correct number of days off for the scheduling period) the deputy member shall receive four (4) hours of straight-time pay in addition to his straight-time pay unless the deputy member is entitled to overtime pay under Section 2, Article 3 for such day, in which case the deputy member shall only receive overtime pay and shall not receive additional pay provided for in this section.

This paragraph will not apply if the days scheduled beyond five (5) days are the result of shift change rotations or attendance at training.

3. When the deputy member is required to work beyond five (5) days and does not receive the total number of days off

required in the scheduling period, the deputy member shall be compensated as follows:

- a. If the member is entitled to over-time pay under Section 2, Article 3 for the day, the member shall receive that pay plus eight (8) hours of straight-time; or
 - b. If the member is not entitled to over-time pay per Section 2, Article 3 the member shall be paid time and one-half (1.5) in addition to their regular straight time pay.
4. No Deputy member shall be scheduled for a seventh (7th) day in a row without a Command Officers approval base on a clear statement of department need.

This modified scheduling is granted by the department at the request of the Association and during the course of the MOU may be withdrawn at the request of either the Department or Association with no explanation, and if implemented or withdrawn, shall not be grounds for a grievance. This article may be implemented or withdrawn on a Division by Division basis, solely at the discretion of the Department. In the event this scheduling modification is withdrawn by either side, the language for this section reverts back to that of Article 25C of the previous MOU as follows:

“No member shall be given less than two (2) consecutive days off in a row in any consecutive seven (7) day period unless assigned to work overtime; and days off shall be distributed throughout the calendar year to equal the total number of the holidays, Saturdays, and Sundays.”

Article 16 – Wellness Bonus

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

Section 3 – Leave

Article 1 – Vacation

Accrual rates and use of vacation leave are defined in the County Personnel Rules and Regulations Manual.

- A. The maximum amount of vacation days, which may be accrued, shall be two hundred and eighty (280) hours.
- B. In the event an employee would cease accruing vacation benefits due to the 280-hour cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his Department Head agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 280-hour cap; (2) the vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangements, which approval will not be unreasonably denied.

Article 2 – Holidays

Association members shall not be entitled to leave (paid day off) for any holidays but shall instead receive “Holiday Pay” as described in Article 7 below:

Article 3 – Sick

Each employee shall accrue a total of 120 hours of sick leave per year. There is no limit on the amount of sick leave that may be accrued. Notwithstanding Personnel Rule 10.10, newly hired employees eligible to accrue sick leave shall be granted 24 hours of sick leave on their first working day.

Article 4 – Flexible – Not Applicable

Article 5 – Maternity

Personnel Rule 10.2 governs maternity leave.

Article 6 – Leave Pool

The County recognizes that the DSA membership has created a sick leave pool for use by those members who have exhausted all of their accrued leave (flex, vacation, sick, and CTO) due to a non-industrial illness or injury. Any DSA member in good standing may request hours from the sick leave pool by submitting a written request to the DSA Board. Once approved the DSA president will notify the County Administrative Officer or

designee. An employee may only receive a cumulative total of one hundred and sixty (160) hours during a twelve-month period. Any exception to this limitation must be approved in writing by both the Sheriff and County Administrator Officer or designee.

Any member may donate up to a maximum of ten (10) days or eighty (80) hours per year of unused sick leave to the sick leave pool.

Any member who separates or retires from the County may donate any amount of their sick leave balance to the sick leave pool.

Article 7 – Holiday Compensation

In lieu of receiving leave (paid day off) for holidays, members will be paid for holidays a total of eight and one-half percent (8.5%) of base pay. The payment will be paid on each paycheck for a total of 26 pay periods.

Section 4 – Other Benefits

Article 1 – Insurance

A. Medical

1. County agrees to pay seventy five percent (75%) of the premium of PERS Platinum (employees will be responsible for twenty five percent (25%) of the premium; eighty percent (80%) of the premium for PORAC (employee will be responsible for twenty percent (20%) of the premium); or one hundred percent (100%) of PERS Gold or Blue Shield EPO. The parties agree to meet and confer over any changes to Plan names or Plan configurations by PERS during the life of the MOU.
2. The County will reimburse to those employees opting into the County's medical coverage one hundred percent (100%) of the annual medical deductible after the full deductible per person has been paid up to \$1,000.
3. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan:
 - i. Eligible for *employee only* coverage - \$200.00 per pay period
 - ii. Eligible for *employee plus one* coverage - \$300.00 per pay period
 - iii. Eligible for *family* coverage - \$400.00 per pay

period

An employee receiving medical coverage, in part or fully funded, through a State or Federally funded program (e.g. Medi-Cal/Medi-Care/Social Security), is not eligible for the provisions of this subsection 3.

B. Dental

County agrees to pay 100% of the premiums for dental insurance during the term of this MOU. County agrees to additional orthodontia benefit for adults and children, 50% benefit schedule, \$1,200 lifetime maximum.

C. Optical

County agrees to pay 100% of the premiums for optical insurance during the term of this MOU.

D. Life

County agrees to pay 100% of the monthly premium for life insurance - \$20,000 term policy on employee during the term of this MOU.

E. Short-Term Disability

County will provide all eligible employees with a self-insured income protection plan for up to one (1) year for non-job-related disabilities preventing a person from working. County agrees to pay the premium based on the state disability program. Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrator.

F. Long-Term Disability

County agrees to pay 100% of the insurance premium for existing Long Term Disability Program for the term of this MOU.

G. Air Ambulance

The County shall contract with AirMedCare Network to provide insurance covering the cost of air ambulance transport from the region to remote treatment facility for the employee (and their household) so long as they are employed by Inyo County. The employee may choose to add on additional items to this insurance offering, including but not limited to return flight insurance, at their own expense, through a payroll deduction.

Article 2 – Retirement Provisions

- A. County agrees to provide the 3% at 50 formula PERS retirement for Safety members for current employees.
 - 1. County agrees to pay for half of the member's contribution for retirement at the rate of 4.5% for the 3% at 50 PERS retirement.
 - 2. The member will pay for the other half of the member's contribution for retirement at the rate of 4.5% for the 3% at 50 PERS retirement.
 - 3. PERS benefit to safety employees shall consist of:
 - a. The "highest year" computation for these employees will be based on highest one year's salary.
 - b. Upon retirement any member may convert up to three hundred (300) days or two thousand four hundred (2400) hours accrued unused sick leave to service credit for retirement purposes.
 - c. County will pay 50% of the member's normal contributions as employer paid member contributions (EPMC) and report the same percentage of compensation earnable as additional compensation pursuant to Government Code Sections 20636(c)(4) and 20691. (4.5% to be reported at EPMC).
 - d. All other provisions as amended in the County PERS contract.
- B. The County agrees to provide all employees hired before January 1, 2013 the 3% at 50 formula PERS retirement for safety members. The "highest year" computation for these employees will be based on the single highest paid year of service.
- C. County will implement PEPRA as outlined in the law for all new employees hired after January 1, 2013. The current formula is 2.7% at 57 for safety members.
- D. The County shall implement a revised retiree health benefit plan as provided for in California Government Code section 22893,

applicable to employees hired on or after the date on which the revised retiree health benefit plan is adopted, as soon as reasonably practicable, but not before June 30, 2026.

Article 3 – Flexible Spending Program

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

Article 4 – Deferred Compensation

County will provide deferred compensation programs for employees.

Article 5 – Part-time Benefits – Not Applicable

Article 6 – 401A Retirement Plan (former PORAC Premier Plan)

County agrees to pay \$30 per member, per month to a 401a plan for the term of this MOU.

Section 5 – Policy and Procedures

Article 1 – No Smoking Policy

County and Association agree to a No Smoking policy as a condition of employment for new hires.

Article 2 – Drug and Alcohol Policy

A. The Association agrees to the County Alcohol and Drug Abuse Policy as last amended, September, 1991. County agrees that members are excluded from this policy when duties require they maintain possession of alcohol or drugs. Except as provided in the County of Inyo Drug and Alcohol Policy pursuant to the Department of Transportation (as referenced below), the County also agrees that members who are required by the department to undergo an alcohol or drug test as described in the policy will:

1. Be entitled to a second sample and independent analysis of the second sample; and
2. Be evaluated under County Personnel Rules and Regulations policies with regard to "probable cause" for drug testing.

- B. The Association also agrees to the County of Inyo Drug and Alcohol Policy pursuant to the Department of Transportation Regulations as amended in accordance with the law.

Article 3 – Employee Assistance Program

County will provide an Employee Assistance Program.

Article 4 – Travel Pay

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

Article 5 – Tuition Reimbursement

The County agrees to reimburse educational expenses in accordance with the County of Inyo Employee Training, Continuing Education and Tuition Assistance Policy (see Appendix C).

Article 6 – Reserved

Article 7 – Mistaken Overpayments

Should any covered employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deduction from the pay of the employee in question up to not more than the amount of the overpayment. However, not more than twenty-five percent (25%) of any such employee's net pay shall be deducted from any one paycheck for this purpose.

Article 8 – Probation Period

All employees considered as laterals will serve a twelve (12) month probationary period. Employees considered as new hire employees will serve an eighteen (18) month probationary period or until they have successfully completed field training whichever is longer. At twelve (12) months a probationary step increase will be granted if a satisfactory evaluation is received. All new promotional positions will serve a twelve (12) month probationary period.

Article 9 – Departmental Cooperation

- A. The Sheriff's Department will allow reasonable space on bulletin boards for the posting of Association notices and information.
- B. The Department will allow the Association to distribute material through the Department's traffic distribution system.

Article 10 – Personnel Complaints Per Section 832.5 of the California Penal Code

- A. Personnel complaints will be taken as required by law.
- B. In those cases where a personnel complaint is of a nature that may result in disciplinary action as referenced in §3300 through §3311 of the California Government Code, the Department will request such complaint be made in writing. If the complaining party refuses to write or sign such complaint, such refusal will be noted in the Investigator's Report along with the reason, if known.

Article 11 – Internal Affairs

- A. This MOU hereby incorporates by reference the provisions of §3300 through §3311 of the Government Code of the State of California, which Sections are collectively known as the Public Safety Officer's Procedural Bill of Rights Act.
- B. Rights under the Skelly Decision: This MOU hereby incorporates by reference the holding of the California Supreme Court in Skelly v. State Personnel Board, 15 CaL3D. 194; 124 CaLRptr. 14, 530; P 2d, 774, it being understood that this decision has reference to the constitutional rights of public employees with respect to punitive and disciplinary action taken against said employees by management. Said decision shall be incorporated in this agreement subject to any and all court decisions, which may modify or alter the decision in any way.

Article 12 – Court Time

When a member is off duty and is subpoenaed or called to appear in court, the member will be paid time and one-half (1.5) for a minimum of four (4) hours.

- A. Actual hours worked shall be credited to hours worked for purposes of calculating overtime.

- B. In the event a member becomes subject to a “Call-Out” in conjunction with court time, only one minimum, either “Call-Out” or Court Time, compensation will apply.

When a member is off duty and is subpoenaed or called to appear in court for an arbitration hearing, the member will be paid time as follows:

1. If a member is required to appear in person on behalf of the county during arbitration, the member will be compensated a minimum of four (4) hours at time and one-half (1.5) if on scheduled time off. If the member appears telephonically, the member will be compensated for actual time appearing at time and one-half (1.5) if on scheduled time off.
2. If a member is requested to appear in person or telephonically during arbitration on behalf of the appellant, such member will be compensated for the actual time appearing at time and one-half (1.5) hours if on scheduled time off.

Article 13 – Appointment Within Department

An applicant for appointment or promotion in the Sheriff's Department shall be processed in accordance with the County Merit System. Whenever possible, promotions through the rank of Sergeant will be made within the Department.

- A. Examinations to be administered using the below listed procedures:

1. Sergeant's Exam

- a. Oral exam only.
- b. Oral board to consist of no less than three (3) law enforcement persons of the rank of Lieutenant or above.
- c. No civilian personnel to sit on the oral board with exception of the District Attorney, Assistant District Attorney or Deputy District Attorney.

2. Investigator Exam

- a. Oral exam only.
- b. Oral board to consist of no less than three (3) law

enforcement persons of the rank of Lieutenant or above.

- c. No civilian personnel to sit on the oral board with exception of the District Attorney, Assistant District Attorney or Deputy District Attorney.

3. Corporal Exam

- a. Oral exam only.
- b. Oral board to consist of no less than three (3) law enforcement persons of the rank of Sergeant or above.
- c. No civilian personnel to sit on the oral board with exception of the District Attorney, Assistant District Attorney or Deputy District Attorney.

B. Oral Board Guidelines

- 1. Review of past yearly evaluations.
- 2. Review of past departmental disciplinary action with candidate allowed reasonable time to explain his position on such past action.
- 3. Past experience of supervision or ability to supervise.
- 4. Educational accomplishment.

C. Job Experience Requirement: A minimum of three (3) years as a full-time Peace Officer in the State of California, the last two (2) years of which shall have been with the Inyo County Sheriff's Department and must possess an Intermediate P.O.S.T. Certification.

D. Promotional Eligibility List

- 1. Separate lists shall be maintained for the position of Corporal, Investigator and Sergeant.
- 2. Lists shall be available for review by all candidates.

Article 14 – Administrative Reorganization

If Department layoffs are required, those having a below-standard evaluation at last annual evaluation will be laid off first, and, thereafter, layoffs will be made by seniority.

When the Department rehires after layoffs have occurred, the last employee laid off will be the first employee rehired.

Article 15 – Transfers

The Sheriff shall notify the membership of all opportunities for permanent and/or temporary transfers. This notification shall indicate whether the transfer is permanent or temporary and if temporary the duration of the assignment. Members interested in the transfer position will be allowed a minimum of seven (7) business days to respond by memo of interest for the transfer and must comply with all requests for any résumés or other supplemental information requested by the Sheriff in order to be considered for the transfer.

All transfers, permanent or temporary shall first consider any member(s) desiring to volunteer for the transfer. If more than one member volunteers for the transfer, the Sheriff shall consider seniority as the basis for making the selection to transfer. If the employee ultimately selected for the transfer is a member with less seniority than other interested members, the Sheriff must provide written documentation for his decision to the County Administrator.

In the event of an emergency, the Sheriff or his designee may make temporary transfer assignments not to exceed ninety (90) days in duration.

Article 16 – Seniority

Seniority shall be determined by length of service within a rank. If seniority within the rank is not determinative between two or more members of the same rank, than length of service with the Department shall prevail.

The County shall provide the Association with a list of members showing each member's department employment date and rank appointment date.

Section 6 – Other Terms

Article 1 - Authorized Agents

Authorized agents, for the purpose of administering the terms and provisions of this MOU shall be:

A: County:
County Administrator
P.O. Box N
Independence, CA 93526

B: Association:
President, Inyo County Deputy
Sheriff's Association
P. O. Box 185
Bishop, CA 93514

Article 2 – No Strike – No Lockout

- A. The Association, its officers, agents, representatives, and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slow down, sick out or any other job action by withholding or refusing to perform services.
- B. The County agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, and failure to recall or failure to return to work of employees of the County in the exercise of its rights as set forth in any of the provisions of this MOU or applicable ordinance or law.
- C. Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.
- D. In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in paragraph A of this article above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

Article 3 – Emergency Waiver

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstance, if the County Administrative Officer or his designee so declares, any provision of this MOU, the Personnel Rules or resolutions of the County which restricts the County's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the County regarding the impact on employees of the suspension of these provisions in the MOU and any personnel rules and policies.

Article 4 – Re-Opener Clause

The County and DSA agree to a reopener for changes to the Personnel Rules that are not directly addressed by the terms of this MOU.

Article 5 – Organizational Rights and Responsibilities

Section 1. Dues Deductions - The County shall deduct for dues, on a regular basis, from the pay of all employees in the classifications and positions recognized to be represented by the Association, who voluntarily authorize such deduction, in writing, on a mutually agreed upon form to be provided for this purpose. The County shall remit such funds to the Association within thirty (30) days following their deduction.

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

Section 3. DSA Release Time

- A. The Department will allow the on-duty officers of the Association (President, Vice-President, Secretary and Treasurer) to attend to Association business on duty, conducted in a reasonable manner and for a reasonable amount of time, not to exceed two (2) hours at any one time.
- B. On-duty members of the Association may attend Association meetings within their beat areas for a reasonable amount of time, not to exceed two (2) hours at any one time.
- C. The conduct of Association business while on duty will not excuse any member from the duties imposed on the Sheriff and his deputies by Federal, State, or Local law, nor from any act or omission contrary to the rules and resolutions, orders, either written or verbal, and policy of the Department and the County of Inyo.

Article 6 – Separability

Should any section, clause or provision of this MOU be declared illegal by final judgment of a court of competent jurisdiction or invalid by CalPERS, such invalidation of such section, clause or provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in full force and effect. Upon such invalidation, the parties agree

immediately to meet and confer on Substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice.

Article 7 – Sole and Entire Memorandum of Understanding

- A. It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with federal or state law.
- B. The parties acknowledge that the Board of Supervisors will adopt this agreement by resolution and that said resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

Article 8 – Term of MOU

This Memorandum of Understanding shall continue and be in full force and effect until June 30, 2028 or until the negotiations for a comprehensive MOU between the County and Association for the period beginning July 1, 2028 have concluded, whichever is later. For purposes of this Article, negotiations are concluded when (1) the County and Association enter into a comprehensive MOU for the period beginning July 1, 2028 or (2) either County or Association declares impasse with regard to negotiation for a comprehensive MOU for the period beginning July 1, 2028. The County will provide each employee represented by the Association a copy of this and all subsequent MOUs.

Article 9 – Equity Reductions

Recognizing that furloughs do not have the same desired budgetary effect in the Sheriff's Department as it does in other departments, the DSA agrees to open the MOU to identify and implement reductions that have equal impacts on DSA employees as those agreed to by other County bargaining units, as a group, up to a maximum of the equivalent of ten (10) days of sick leave buy back per year. If the reductions agreed to by other bargaining groups are in excess of the equivalent of ten (10) days sick leave buy back, County and DSA agree to meet and confer on the impacts over and above ten (10) days.

Article 10 – Ratification and Execution

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo.

Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and Association, and entered into as of this _____ day of _____ 2025.

Tim Noonan
President Inyo County Deputy Sheriff's
Association

Scott Marcellin
Chairperson Inyo County Board of
Supervisors

Appendix A

NEW SALARY SCHEDULE - EFFECTIVE 7/3/2025 (INCLUDES 2.5% COLA - EFFECTIVE 7/3/2025)													
Step	Grade	Step A		Step B		Step C		Step D		Step E		Step F	
5.37%	D-SA	\$	76,598.25	\$	80,711.58	\$	85,045.79	\$	89,612.75	\$	94,424.95	\$	99,495.57
Spread	SB	\$	80,428.16	\$	84,747.15	\$	89,298.08	\$	94,093.38	\$	99,146.20	\$	104,470.35
30.0%	SC	\$	82,343.12	\$	86,764.94	\$	91,424.22	\$	96,333.70	\$	101,506.82	\$	106,957.74
Grade Progression	SD	\$	84,258.08	\$	88,782.73	\$	93,550.37	\$	98,574.02	\$	103,867.45	\$	109,445.13
5.0%	SE	\$	86,173.03	\$	90,800.52	\$	95,676.51	\$	100,814.34	\$	106,228.07	\$	111,932.52
	SF	\$	88,087.99	\$	92,818.31	\$	97,802.66	\$	103,054.66	\$	108,588.69	\$	114,419.91
	C-SA	\$	84,149.39	\$	88,668.22	\$	93,429.70	\$	98,446.88	\$	103,733.47	\$	109,303.96
	SB	\$	88,356.86	\$	93,101.63	\$	98,101.19	\$	103,369.22	\$	108,920.15	\$	114,769.16
	SC	\$	90,460.60	\$	95,318.33	\$	100,436.93	\$	105,830.39	\$	111,513.48	\$	117,501.76
	SD	\$	92,564.33	\$	97,535.04	\$	102,772.67	\$	108,291.56	\$	114,106.82	\$	120,234.36
	SE	\$	94,668.07	\$	99,751.74	\$	105,108.41	\$	110,752.74	\$	116,700.16	\$	122,966.96
	SF	\$	96,771.80	\$	101,968.45	\$	107,444.16	\$	113,213.91	\$	119,293.49	\$	125,699.55
	I-SA	\$	88,609.51	\$	93,367.84	\$	98,381.69	\$	103,664.79	\$	109,231.59	\$	115,097.33
	SB	\$	93,039.99	\$	98,036.23	\$	103,300.78	\$	108,848.03	\$	114,693.17	\$	120,852.19
	SC	\$	95,255.22	\$	100,370.43	\$	105,760.32	\$	111,439.65	\$	117,423.96	\$	123,729.63
	SD	\$	97,470.46	\$	102,704.63	\$	108,219.86	\$	114,031.27	\$	120,154.75	\$	126,607.06
	SE	\$	99,685.70	\$	105,038.82	\$	110,679.41	\$	116,622.89	\$	122,885.54	\$	129,484.49
	SF	\$	101,900.94	\$	107,373.02	\$	113,138.95	\$	119,214.51	\$	125,616.33	\$	132,361.93
	S-SA	\$	92,617.97	\$	97,591.55	\$	102,832.22	\$	108,354.31	\$	114,172.94	\$	120,304.02
	SB	\$	97,248.87	\$	102,471.13	\$	107,973.83	\$	113,772.03	\$	119,881.58	\$	126,319.22
	SC	\$	99,564.32	\$	104,910.92	\$	110,544.64	\$	116,480.88	\$	122,735.91	\$	129,326.83
	SD	\$	101,879.77	\$	107,350.71	\$	113,115.44	\$	119,189.74	\$	125,590.23	\$	132,334.43
SE	\$	104,195.21	\$	109,790.50	\$	115,686.25	\$	121,898.60	\$	128,444.55	\$	135,342.03	
SF	\$	106,510.66	\$	112,230.29	\$	118,257.05	\$	124,607.46	\$	131,298.88	\$	138,349.63	

EMPLOYEE ID	CURRENT SALARY *DOES NOT INCLUDE 2.5% COLA EFFECTIVE 7/3/2025			NEW SALARY AS OF 7/3/2025 *DOES NOT INCLUDE 2.5% COLA EFFECTIVE 7/3/2025				
	GRADE	STEP	ANNUAL	GRADE	STEP	ANNUAL	INCREASE	%
3651	67SA	A	\$ 68,376.00	D-SA	A	\$ 74,730.00	\$ 6,354.00	9.29%
3757	67SA	C	\$ 75,312.00	D-SA	B	\$ 78,743.00	\$ 3,431.00	4.56%
3703	67SA	C	\$ 75,312.00	D-SA	B	\$ 78,743.00	\$ 3,431.00	4.56%
3636	67SA	D	\$ 79,284.00	D-SA	C	\$ 82,971.50	\$ 3,687.50	4.65%
3833	67SA	D	\$ 79,284.00	D-SA	C	\$ 82,971.50	\$ 3,687.50	4.65%
3539	67SA	F	\$ 87,372.00	D-SA	E	\$ 92,121.90	\$ 4,749.90	5.44%
3418	67SA	F	\$ 87,372.00	D-SA	E	\$ 92,121.90	\$ 4,749.90	5.44%
2995	67SB	F	\$ 91,740.00	D-SB	E	\$ 96,728.00	\$ 4,988.00	5.44%
3157	67SB	F	\$ 91,740.00	D-SB	E	\$ 96,728.00	\$ 4,988.00	5.44%
3863	67SD	D	\$ 87,192.00	D-SD	C	\$ 91,268.65	\$ 4,076.65	4.68%
3491	67SD	F	\$ 96,084.00	D-SD	E	\$ 101,334.09	\$ 5,250.09	5.46%
3594	67SF	F	\$ 100,488.00	D-SF	E	\$ 105,940.19	\$ 5,452.19	5.43%
3277	67SF	F	\$ 100,488.00	D-SF	E	\$ 105,940.19	\$ 5,452.19	5.43%
3597	67SF	F	\$ 100,488.00	D-SF	E	\$ 105,940.19	\$ 5,452.19	5.43%
2768	70SB	F	\$ 100,680.00	C-SB	E	\$ 106,263.56	\$ 5,583.56	5.55%
3281	70SB	F	\$ 100,680.00	C-SB	E	\$ 106,263.56	\$ 5,583.56	5.55%
1124	70SD	F	\$ 105,504.00	C-SD	E	\$ 111,323.73	\$ 5,819.73	5.52%
3231	70SD	F	\$ 105,504.00	C-SD	E	\$ 111,323.73	\$ 5,819.73	5.52%
2682	70SF	F	\$ 110,280.00	C-SF	E	\$ 116,383.90	\$ 6,103.90	5.53%
3595	70SF	F	\$ 110,280.00	C-SF	E	\$ 116,383.90	\$ 6,103.90	5.53%
2357	71SB	F	\$ 106,068.00	I-SB	E	\$ 111,895.78	\$ 5,827.78	5.49%
3133	71SD	F	\$ 111,108.00	I-SD	E	\$ 117,224.15	\$ 6,116.15	5.50%
2668	71SD	F	\$ 111,108.00	I-SD	E	\$ 117,224.15	\$ 6,116.15	5.50%
3284	74SB	E	\$ 105,624.00	S-SB	D	\$ 110,997.10	\$ 5,373.10	5.09%
3763	74SD	E	\$ 110,652.00	S-SD	D	\$ 116,282.67	\$ 5,630.67	5.09%
1108	74SD	F	\$ 116,208.00	S-SD	E	\$ 122,527.05	\$ 6,319.05	5.44%
2683	74SD	F	\$ 116,208.00	S-SD	E	\$ 122,527.05	\$ 6,319.05	5.44%
2511	74SF	F	\$ 121,488.00	S-SF	E	\$ 128,096.47	\$ 6,608.47	5.44%
2296	74SF	F	\$ 121,488.00	S-SF	E	\$ 128,096.47	\$ 6,608.47	5.44%
2760	74SF	F	\$ 121,488.00	S-SF	E	\$ 128,096.47	\$ 6,608.47	5.44%



COUNTY OF INYO

CASH IN LIEU OF LEAVE HOURS POLICY- APPENDIX B

ELIGIBILITY:

Requirements for obtaining eligibility to receive cash in lieu of compensatory (comp) hours are set forth in "Article 3 – Overtime and Compensatory Time" of the Deputy Sheriff's Association (DSA) MOU or Resolution, and may include:

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

ELECTION PROCESS:

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

- A. To cash out leave, an employee must make an irrevocable election to cash out leave in the calendar year proceeding taxable calendar year in which the leave is cashed out.
- B. Elections will be processed each calendar year during the Benefits Open Enrollment period for employees hired prior to that open enrollment period (September-November) during which time an employee will have the opportunity to make an irrevocable election of cash in lieu of leave hours for hours scheduled to accrue in the next taxable calendar year.
- C. All elections must be received and recorded by the Auditor-Controller's Office on or before December 31st of the calendar year preceding the taxable calendar year accrual and cash out period (taxable pay periods between January 1 and December 31).
- D. Employees hired after December 31st shall not be eligible to elect a purchase until the next calendar year.
- E. DSA Employees: Employees exercising the cash out option must contain at least the number of hours of comp leave banked that they wish to buy back.
- F. On two (2) occasions (December and July: Prior to the 15th of the month) an employee may elect to convert compensatory time into a cash payment, at the rate of pay, including retention incentive pay, up to a total of 80 hours of accrued compensatory time in a calendar year. (Example: member elects to convert 30 hours in July; he or she can only convert 50 hours in December). The scheduled date is available at the Auditor-Controller's Office, Payroll.
- G. If an employee elects into the Cash in Lieu Program for the July payment and does not qualify based on hours available, the request for cash out will carry over to the December payment.
- H. If an employee elects into the Cash In Lieu Program and does not qualify, Payroll will notify them that no payment will be processed.
- I. Employees ineligible to receive cash in lieu of leave hours must wait for the next open enrollment cycle to perform another election to purchase.

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

Return completed form to: Auditor-Controller



COUNTY OF INYO

ELECTION TO RECEIVE CASH IN LIEU OF LEAVE HOURS - Deputy Sheriff's Association (DSA)

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

Payment of the cash in lieu will be made in July 2026 and December 2026.

☐

I **elect** to receive cash in lieu of leave hours for calendar year 2026.

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

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

July Payment: Enter the number of elected hours

December Payment: Enter the number of elected hours

(in the event that hours are unavailable at the July Payment, the election will carry over to the December Payment up to the maximum cash out of eighty (80) hours)

☐

I **waive** my right to receive cash in lieu of leave hours for calendar year 2026.

By doing so, I understand this is irrevocable for calendar year 2026.

EMPLOYEE SIGNATURE

DATE

DEPARTMENT

PRINTED NAME

FOR AUDITOR-CONTROLLER USE ONLY

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

In the amount of: _____ Form Received: _____

☐

Approved

☐

Disqualified

Reason: _____



COUNTY OF INYO

EMPLOYEE TRAINING, CONTINUING EDUCATION AND TUITION ASSISTANCE POLICY

STATEMENT OF POLICY

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

ON-THE-JOB TRAINING

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

CONTINUING EDUCATION

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



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

TUITION ASSISTANCE

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

ELIGIBILITY FOR TUITION ASSISTANCE

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



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

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

APPLICATION PROCESS AND ASSISTANCE PLAN

1. PRE-APPROVAL REQUIREMENT

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

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



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

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

2. **CRITERIA**

a. Employment Related

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

b. Assistance (Loan Agreement)

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



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

c. Assistance Rate/Schedule

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



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

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

STEPS FOR PARTICIPATING IN TUITION ASSISTANCE PROGRAM

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



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

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



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



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

September 2, 2025

Reference ID:
2025-611

Public Risk Innovation Solutions Management (PRISM) Memorandum of Understanding (MOU) - Vision Program County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Ratify and approve the Memorandum of Understanding (MOU) - Vision Program, between the County of Inyo and Public Risk Innovation Solutions and Management (PRISM), effective July 1, 2025, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County has been a long-standing member of Public Risk Innovation Solutions and Management (PRISM, formerly CSAC-EIA) and participates in the PRISM Vision Program under the existing joint powers agreement, expanding its involvement in pooled health benefits. On February 27, 2025, the Employee Benefits Committee approved reclassifying the PRISM Vision Program as a Major Program, effective July 1, 2025, with official adoption on March 26, 2025. As part of this change, all participating agencies must execute a Vision Program Memorandum of Understanding (MOU) to confirm and continue their participation.

Effective July 1, 2025, the PRISM VSP Vision Program will transition from a fully insured block to a self-funded model for administrative purposes only. Importantly, members currently in the fixed-rate block will continue to have guaranteed rates—this transition only changes the funding structure behind the scenes. The transition is expected to be seamless for members, but it does require administrative adjustments: new division and class numbers will be issued, and new Evidence of Coverage (EOC) documents will be created within 1–2 months after the change. This transition is intended to streamline administration without impacting program stability, rates, or benefits to employees.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded	Budget Unit	All budget units that have salary and benefit costs
Budgeted?	Yes	Object Code	5031
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

The costs for the vision benefits are included in all employee costs in all budgets with salaries and benefits.

Future Fiscal Year Impacts

The costs for vision benefits will continue to be budgeted each year.

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

Your Board could choose not to approve this Memorandum of Understanding. That is not recommended, as Inyo County would lose access to the pooled vision benefits offered through PRISM. This would disrupt continuity of coverage, potentially eliminate the guaranteed fixed rates currently in place, and require the County to seek alternative vision insurance options at higher cost and with less favorable terms.

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 - 08/19/2025
Darcy Israel	Approved - 08/19/2025
Denelle Carrington	Approved - 08/25/2025
Aaron Holmberg	Approved - 08/25/2025
John Vallejo	Approved - 08/25/2025
Amy Shepherd	Approved - 08/26/2025
Nate Greenberg	Final Approval - 08/26/2025

ATTACHMENTS:

1. Public Risk Innovative Solutions Management MOU



MEMORANDUM OF UNDERSTANDING VISION PROGRAM

This Memorandum of Understanding (hereinafter “Memorandum”) is entered into by and between the Public Risk Innovation, Solutions, and Management (hereinafter “PRISM”) and the participating members of the Vision Program (hereafter “Members”), that are signatories to this Memorandum.

1. **CREATION OF THE PROGRAM.** This Memorandum hereby establishes the PRISM Vision Program (hereafter referred to as the “Program”). The Program is designed to bring together California Public Agencies in a risk-sharing pool to provide vision coverage for eligible employees, as designated by the Program Members.
2. **JOINT POWERS AGREEMENT.** Except as otherwise provided herein, all terms used herein shall be as defined in Article 1 of the Joint Powers Agreement creating PRISM (hereafter “Agreement”), and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.
3. **PROGRAM COVERAGE SEGMENTS.** The Program is formed for the purpose of establishing vision coverage under the following coverage segments:
 - a. Fixed-Rate Pooled Segment
 - b. Self-Insured Segment
4. **PROGRAM PARTICIPATION.** Adoption of this Memorandum by a Member allows for participation in the Program. A Member shall be entitled to participate in the Program until they have withdrawn in accordance with the provisions of paragraph 15 of this Memorandum.
5. **MEMBERSHIP.** Membership in the Program consists of participation in one or more of the following:
 - a. A “Fixed-Rate” Member is defined as a Member who joins the Program and is part of the self-insured Fixed-Rate pool.
 - b. “Self-Insured” Member is defined as a Member who participates in the Program for administrative services only and is fully responsible for their own vision program.
6. **NEW MEMBER APPLICATION.** Any public agency wishing to become a Member of the Program shall make an application to the Program underwriters in a manner prescribed by the Committee. The Committee has developed underwriting guidelines that outline specific criteria for accepting new Members. Program underwriting guidelines are available by request to PRISM and posted publicly on the PRISM website.

7. **PROGRAM COMMITTEE.** The Employee Benefits Committee of PRISM (hereinafter "Committee") shall, except as otherwise provided herein, have full authority to determine all matters affecting the Program and its Members, including but not limited to premium/rate review, the addition of new Program services, claims experience review, and amending the Memorandum. A majority of the members of the Committee shall constitute a quorum for the transaction of business. All actions of the Committee shall require the affirmative vote of a majority of the members of the Committee.

Except as otherwise provided herein, the Committee shall be authorized to do such acts as are reasonably necessary to further the purposes of this Memorandum and implement its provisions. The Committee may delegate any or all of this authority, as deemed appropriate.

The Committee, when necessary to fulfill the purposes of this Memorandum, shall meet at the call of the Chair of the Committee as provided in Article 12 of the Agreement and Article VI of the Bylaws of PRISM (hereinafter referred to as the "Bylaws"). Any meeting of the Committee shall be subject to the applicable provisions of Government Code §54950 et seq., commonly known as the "Brown Act."

8. **PREMIUM.** Participating Member rates/premiums shall be established by the Program underwriters. The participating Members, in accordance with the Program premium provisions of Article 14 of the Agreement, shall be assessed an annual rate for the purpose of funding the Program in which they participate. Premiums may vary based on the Member's benefit plan coverage, the designated employees covered, claims experience, and adjustments, if any, for the surplus or deficit from all Program policy periods.
9. **RENEWALS.** The Program will be reviewed annually on a calendar year basis for consideration of multi-year rate adjustment. All Program rate adjustment action will be prepared by Program underwriters for approval by the Committee.
10. **ADMINISTRATION COSTS.** PRISM shall be entitled to assess annual administration costs associated with the Program. Administrative costs for the Program shall be determined through PRISM's budget process and reviewed by the Committee.
11. **BILLINGS AND LATE PAYMENTS.** Billing dates, payment due dates, and any late fees and/or penalties will be set by the Committee. All Members will receive separate notification of any changes in due dates and/or penalty fees at least thirty (30) days prior to the effective date of any such change. Notwithstanding any other provisions to the contrary regarding late payment of invoices or cancellation from the Program, at the discretion of the Committee, any Member that fails to pay an invoice when due and as billed may be given a ten (10) day written notice of cancellation.

12. **DIVIDENDS AND ASSESSMENTS.** Should the Program not be adequately funded for any reason, pro-rata assessments to the Members may be utilized to ensure the approved funding level for applicable policy periods. Any assessments, which are deemed necessary to ensure approved funding levels, shall be made upon the approval of the Committee in accordance with the following:
 - a. Any dividends or assessments shall be based on each Member's proportional share of premium paid.
 - b. Any assessment shall be spread to all Pool Members who participated in the Program year being assessed; whether or not they are participating in the Program at the time of the assessment.
 - c. Members must be current Program participants to receive a dividend, except upon termination of the Program and distribution of assets.
 - d. Fund equity will be assessed based on the overall financial performance of the Program as a whole, rather than evaluating each program year independently.
13. **COVERAGE DOCUMENTS.** Coverage documents shall be issued by the Program carrier(s) to each Program Member. Except as otherwise provided herein, coverage documents are controlling with respect to Member-specific coverage and benefits.
14. **CLAIMS ADMINISTRATION.** Claims administration services shall be provided by the insurance carrier(s) and/or their assignee. The Committee shall, when applicable, approve the retention of additional vendors to provide services for the Program.
15. **WITHDRAWAL and/or CANCELLATION.** Withdrawal of a Member from the Program shall be in accordance with the provisions of Article 20 or 21 of the Agreement.
16. **LIASION WITH THE AUTHORITY.** Each Member shall maintain staff to act as a liaison with PRISM, their Consultant and the Program carriers, consultants and service vendors.
17. **RESOLUTION OF DISPUTES.** The Committee shall first determine any question or dispute with respect to the rights and obligations of the parties to this Memorandum; however, all final determinations shall be in accordance with Article 31 of the Agreement.
18. **COMPLETE AGREEMENT.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the Members.

19. **SEVERABILITY.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
20. **AMENDMENT OF MEMORANDUM.** This Memorandum may be amended by a majority vote of the Committee and the signature on the Memorandum by the Member's designated representative, or alternate, who shall have the authority to execute this Memorandum. Should a Member of the Program fail to execute any amendment to this Memorandum within the time period provided by the Committee, the Member will be deemed to have withdrawn from the Program on the next annual renewal date.
21. **EFFECTIVE DATE OF AGREEMENT.** This Memorandum shall become effective on the first effective date of coverage for the Member and upon the signing of this Agreement by the Member and the Chief Executive Officer of PRISM.
22. **EXECUTION IN COUNTERPARTS.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed the Memorandum as of the date set forth below.

Dated: 5/30/2025



Public Risk Innovation, Solutions, and Management
Gina Dean, Chief Executive Officer

Dated: _____

Name (printed)

Signature

Member 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

September 2, 2025

Reference ID:
2025-620

Approval of the Inyo County Artificial Intelligence Usage Policy

County Administrator - Information Services

ACTION REQUIRED

ITEM SUBMITTED BY

Abhilash Itharaju, Assistant Chief Information Officer

ITEM PRESENTED BY

Abhilash Itharaju, Assistant Chief Information Officer

RECOMMENDED ACTION:

Approve the Inyo County Artificial Intelligence Usage Policy.

BACKGROUND / SUMMARY / JUSTIFICATION:

Recognizing the significant value and simultaneous risk of Artificial Intelligence (AI), Information Services convened an AI Working Group with members from six different departments with the objective of understanding the current AI usage landscape, and develop appropriate parameters for the usage of AI tools within the County.

The Working Group consulted policies developed by other small local governments, considered specific approaches needed in Inyo County, and helped review the proposed Artificial Intelligence Usage Policy. Having this policy in place will be an important initial step in guiding appropriate use of AI technology for County business. As part of this policy, employees will be required to go through (at least) annual training on the risks and benefits of using AI. Further, Information Services intends to partner with Administration to develop an AI tools training program as part of the new Inyo County Skill Academy program.

This policy will be reviewed at least twice per year in order to ensure that it remains in line with appropriate and best practice uses as the technology continues to evolve.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the Artificial Intelligence (AI) Usage Policy or require the department to make modifications before approval. This is not recommended. Without an approved list of tools, training and guidelines, the County risks sensitive and protected information breaches. Without proper training and understanding the limitations of various AI tools, employees risk making suboptimal or incorrect decisions. The AI use policy allows the information services department to impart timely training and increase employee productivity by deploying vetted AI tools.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Quality County Employees

High Quality Services | High-Quality County Government Services

APPROVALS:

Nate Greenberg	Created/Initiated - 08/21/2025
Darcy Israel	Approved - 08/25/2025
Noam Shendar	Approved - 08/25/2025
Keri Oney	Approved - 08/26/2025
John Vallejo	Approved - 08/26/2025
Amy Shepherd	Approved - 08/26/2025
Nate Greenberg	Final Approval - 08/26/2025

ATTACHMENTS:

1. Inyo County AI Appropriate Use Policy
2. Inyo County AI Appropriate Use Policy - Approved AI Tool List



ARTIFICIAL INTELLIGENCE APPROPRIATE USE POLICY

A. Purpose

The purpose of this policy is to establish guidelines that ensure responsible and secure use of Artificial Intelligence (AI) by Inyo County employees. Inyo County recognizes the value of AI to increase efficiency, improve processes, and enhance services. Simultaneously, the County expects that AI is used in an appropriate and ethical manner which ensures information security, respects privacy, and does not compromise the integrity of work product.

B. Scope

This policy applies to all employees, contractors, and third-party individuals or entities who have access to AI technologies or use AI tools on behalf of Inyo County.

C. Definitions

Artificial Intelligence (AI): The simulation of human intelligence processes by machines, including problem-solving and decision-making.

Generative AI Tools: Specialized tools that are a specific subset of artificial intelligence focused on creating new content, such as text, images, videos, music, and more.

PHI: Protected Health Information

PII: Personally Identifiable Information

D. Use of AI Systems

1. **Policy Compliance:** All users of AI systems must be familiar with this policy and exercise sound judgment in their AI use. They must have completed assigned training for approved AI system(s) and agree to complete any future training assigned.
2. **Use of County Email Address:** When registering for AI services, use official County email addresses for security and accountability.
3. **Authorized AI Tools:** Only those AI tools approved by the Information Services Department may be used, as referenced in Inyo County Approved AI Tools document. Use of additional tools must be obtained via Information Services and the Department Head prior to actual use.
4. **Reporting Concerns:** Report any issues or concerns regarding AI tool usage to your supervisor or the Information Services Department.
5. **Additional Rules:** Departments may establish specific guidelines for AI usage tailored to their needs. In particular, departments that deal with a lot of PII and PHI are expected to train their employees on the perils of inadvertent exposure of private information.

E. Expectations Around Responsible AI Use

Employees may integrate AI into their work where its use is seen as beneficial, while ensuring the security of sensitive information and compliance with County policies. Key principles include:

1. **Data Privacy and Security:** AI use must comply with all relevant data privacy standards, including the Health Information Portability and Accountability Act (HIPAA), Criminal Justice Information Services (CJIS), Internal Revenue Services (IRS) regulations, and the California Consumer Privacy Act (CCPA).

All AI tools and prompts shall be treated as if they are publicly visible, and in no case may PII, PHI or any other sensitive information be entered into AI prompts or systems.
2. **User Training:** Employees must participate in AI training provided by the County prior to using any such tools to ensure appropriate usage and compliance with policies.
3. **Preemptive Approval:** Before any AI tools may be used by any County employee or representative, prior approval must be obtained from their Department Head. County users must have plug-ins or other 3rd-party tools reviewed and approved by the Information Services Department as well as your own department before they may be used.
4. **Responsible Use:** County personnel shall use AI tools ethically and in alignment with County values and policies.
5. **Decision Making:** AI tools shall not be used as the sole input for drafting documents, establishing policy, developing staff recommendations, or decision-making efforts. However, AI tools may be used to assist in these processes so long as information provided is further researched and critiqued. A final human check is required.
 - a. **Transparency:** The use of AI systems for the creation of work products or applications where the output is presented should be explainable. Clearly indicate when AI significantly contributed to a work product and provide appropriate citations for its use.
 - b. **Informed Consent:** The public must be informed when interacting with AI tools and have an option to opt-out of using AI.
 - c. **Accountability:** Employees and contractors acknowledge that AI systems can make errors. They can be leveraged to gather input. But the person in charge is responsible for ensuring the accuracy of the data and the decision.
6. **Avoiding Bias & Hallucinations:** As a user of AI, you are responsible for content generated. AI tools may generate biased outputs. Regularly review AI-generated content to ensure fairness and accuracy, and review the output for hallucinations (i.e., content fabricated by generative AI).

Cautions Regarding Third-Party Risks

1. **Use of AI Plugins:** Employees should avoid the use of AI plugins and browser extensions. Many extensions automatically upload the content of the page they are on to third-party servers which may inadvertently expose sensitive information. Employees should have plugins approved by the Information Services department prior to using them.

2. Viewing Sensitive Information: Never view PII or PHI while AI plugins are in use, as this may risk unintentional data exposure.

3. Data Leakage Risks: Be aware that other AI tools may also upload information without user consent. Always review the privacy policies and data handling practices of any AI tool before use and avoid entering sensitive or confidential information into these systems. If in doubt, please request assistance from IS.

F. Accountability

Employees are responsible for the quality and compliance of all AI-generated content used in their work. The County will regularly monitor the use of AI to ensure they meet security and risk management criteria.

G. Prohibited Uses

- 1. Unauthorized Access:** Do not use AI tools to access data or systems without authorization from Information Services.
- 2. Sensitive, Protected, and Confidential Information:** Never enter PII or PHI or any other sensitive information into AI systems. No AI tool currently meets the County's security standards for handling sensitive information.
- 3. Unlawful Activities:** AI must not be used for illegal, harmful, or malicious activities.
- 4. Personnel Decisions:** AI should not be used for decisions related to hiring, promotions, separation, benefits, or other sensitive matters.

I. Term

The County will review and update this policy at least once every 12 months to keep it aligned with ethical and legal standards as well as technological advancements.



ARTIFICIAL INTELLIGENCE APPROPRIATE USE POLICY

Approved AI Tool List

Only the follow AI tools approved by the Information Services Department may be used for county business.

- **Microsoft Copilot** hosted on the government cloud and deployed by the information services department

OVERTIME COMPARISONS FY 2024-2025

	022700				
	Sheriff	022710 Sheriff	022900 Jail	022910	
BUDGET	general	Safety	General	Jail safety	Monthly total
2024-2025					
JULY-SEPTEMBER	\$ 18,751.96	\$ 186,642.96	\$ 54,772.38	\$ 8,621.91	\$ 268,789.21
OCTOBER-DECEMBER	\$ 23,816.34	\$ 234,328.63	\$ 82,997.58	\$ 9,760.43	\$ 350,902.98
JANUARY-MARCH	\$ 20,650.80	\$ 201,879.97	\$ 51,791.16	\$ 14,141.27	\$ 288,463.20
APRIL-JUNE	\$ 23,189.24	\$ 283,439.13	\$ 98,245.63	\$ 12,218.21	\$ 417,092.21
YEAR TOTAL	\$ 86,408.34	\$ 906,290.69	\$ 287,806.75	\$ 44,741.82	\$ 1,325,247.60
amt. budgeted	\$ 86,500.00	\$ 950,000.00	\$ 280,000.00	\$ 52,000.00	\$ 1,368,500.00
budget less actual	\$ 91.66	\$ 43,709.31	\$ (7,806.75)	\$ 7,258.18	\$ 43,252.40
% of budget used	99.894	95.399	102.788	86.042	96.839