



INYO COUNTY BOARD OF SUPERVISORS

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

DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA

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

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

REGULAR MEETING

January 6, 2026
8:30 A.M.

1) Public Comment on Closed Session Item(s)

Comments will be accepted at this time related strictly to items on the Closed Session portion of the agenda. Comments will be limited to three minutes. Per the Ralph M. Brown Act, the Board is prohibited from responding.

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 – Acting Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich.

3) Public Employment – Pursuant to Government Code §54957 – Title:
County Administrator.

4) Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1) – Name of case: *Matthew Blankers v. County of Inyo et. al.*

- 5) **Public Employee Performance Evaluation – Pursuant to Government Code §54957 – Title: Public Works Director.**
- 6) **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1)** – Name of case: *Sierra Club, a California Non-Profit Corporation; Friends of the Inyo, a California Non-Profit Corporation; Owens Valley Indian Water Commission, a Tribal Consortium v. City of Los Angeles, Los Angeles Department of Water and Power, Los Angeles Department of Water and Power Board of Commissioners, DOES 1 through 20* (Case No. 25PT73099).

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.**
- 7) **Pledge of Allegiance**
 - 8) **Report on Closed Session as Required by Law**
 - 9) **Election of Officers**
The Board will elect a Chairperson and Vice Chairperson for calendar year 2026.
 - 10) **Public Comment**
Comments will be accepted at this time related to subjects not included on the agenda. Comments will be limited to three minutes. Per the Ralph M. Brown Act, the Board is prohibited from responding to or taking action on items not included on the agenda.
 - 11) **County Department Reports**

CONSENT AGENDA

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

- 12) **Approval of Minutes from the Regular December 16 and Special December 22 Board of Supervisors Meetings**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Approve the minutes from the regular December 16 and special December 22 Board of Supervisors meetings.
- 13) **Reappointment to Independence Cemetery District Board of Trustees**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Reappoint Mr. Richard Baker to the Independence Cemetery District Board of Trustees, to a four-year term ending January 31, 2030.

14) Inyo Mono County Veterans Services Office - Annual Compliance Forms

County Administrator | Denelle Carrington

Recommended Action:

Authorize the Chairperson to sign the California Department of Veterans Affairs Annual Medi-Cal Cost Avoidance Certificate of Compliance for Fiscal Year 2025-2026 and the California Department of Veterans Affairs Annual Subvention Certificate of Compliance for Fiscal Year 2025-2026.

15) Eastern Sierra Area Agency on Aging Advisory Council Appointments

Health & Human Services - ESAAA | Morningstar Willis-Wagoner

Recommended Action:

- A) Reappoint Ms. Rebecca Manross to a two-year term on the Eastern Sierra Area Agency on Aging Advisory Council, ending December 31, 2027; and
- B) Appoint Ms. Sally Clausen to a two-year term on the Eastern Sierra Area Agency on Aging Advisory Council, ending December 31, 2027.

16) Amendment No. 3 to California Mental Health Services Authority Remote Supervision Agreement

Health & Human Services – Behavioral Health | Anna Scott

Recommended Action:

- A) Declare the California Mental Health Services Authority (CalMHSA) a sole-source provider of remote supervision services; and
- B) Approve Amendment No. 3 to the participation agreement between the County of Inyo and CalMHSA, increasing the contract to an amount not to exceed \$129,000, and authorize the Chairperson to sign.

17) Reappointment of Planning Commissioners Representing the First and Third Supervisorial Districts

Planning Department | Cathreen Richards

Recommended Action:

Reappoint Howard Lehwald and Todd Vogel to four-year terms on the Planning Commission ending January 4, 2030, representing the First and Third Supervisorial Districts, respectively.

18) Notice of Completion for the Runway 12-30 Safety Area Improvement Project

Public Works | Ashley Helms

Recommended Action:

Approve Resolution No. 2026-01, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Runway 12-30 Safety Area

Improvement Project," and authorize the Chairperson to sign.

19) Purchase Order for Crack Fill Sealant Material and Rent Application Equipment 2026

Public Works | Michael Errante

Recommended Action:

Authorize a purchase order in an amount not to exceed \$96,078.74, payable to CRAFCO of Chandler, AZ, for a 6-month Rental - Supershot 125D Kettle and 90,000 pounds of RoadSaver Low Tack Sealant.

20) Office of Traffic Safety Grant FY 2026-2027

Sheriff | Lindsey Stine

Recommended Action:

Authorize the submission of the Office of Traffic Safety FY 2026-2027 grant program application.

21) 2026 Statement of Investment Policy

Treasurer-Tax Collector | Christie Martindale

Recommended Action:

Review and approve the 2026 Statement of Investment Policy and direct any questions to the County Treasurer.

22) Resolution Delegating Investment Authority to the Inyo County Treasurer

Treasurer-Tax Collector | Christie Martindale

Recommended Action:

Approve Resolution No. 2026-02, titled, "A Resolution of the Board of Supervisors of the County of Inyo Delegating to the Inyo County Treasurer its Investment Authority Pursuant to Section 53607 of the Government Code," and authorize the Chairperson to sign.

REGULAR AGENDA

23) Award of Contract for Facilities Floor Cleaning

Public Works | Michael Errante

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

Recommended Action:

Ratify and approve the contract between the County of Inyo and Bishop Building Maintenance of Bishop, CA for the provision of Floor Cleaning Services in an amount not to exceed \$203,673.83 for the period of three-and-a-half years, January 1, 2026 through June 30, 2029, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

24) Disease Intervention Specialist (DIS) Workforce Development Grant Agreement

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

Recommended Action:

Ratify and approve the grant agreement between Inyo County and the California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB) for the provision of disease intervention specialty services in an amount not to exceed \$461,160.00 between July 1, 2025, through June 30, 2030, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign.

25) Contract with Department of Health Care Services for Crisis Care Mobile Unit Vehicle

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

Recommended Action:

Ratify and approve the contract between the County of Inyo and the California Department of Healthcare Services (DHCS) for the use of DHCS property and vehicles purchased with Behavioral Health Continuum Infrastructure Program for the period of July 1, 2025 to June 30, 2031, and authorize the Chairperson to sign the Agreement and the Contractor Certification Clauses.

26) Payment for Prior-Year Invoices to Seneca Family of Agencies for Wraparound Aftercare Services

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

Recommended Action:

Authorize payment to Seneca Family of Agencies of Oakland, CA for prior-year invoices in the amount of \$34,000.68 for Wraparound Aftercare Services.

27) Review of California Legislation Passed in 2025 Pertaining to the Functions of the Clerk-Recorder & Elections Department

Clerk-Recorder | Danielle Sexton
15 minutes (10min. Presentation / 5min. Discussion)

Recommended Action:

This item is presented for informational purposes only. There is no recommended action.

28) Letter of Support for Senate Bill 694, the Veteran Benefits Protection Act

Board of Supervisors | Trina Orrill
5 minutes

Recommended Action:

Approve a letter of support for Senate Bill 694, the Veteran Benefits Protection Act and authorize the Chairperson to sign.

29) Discussion on Setting Forth Inyo County's Advocacy Policy Regarding Federal Reimbursement Rates for Disaster Response

Board of Supervisors | Jennifer Roeser

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

Recommended Action:

Discuss a draft letter or amendments to the Legislative Platform with the proposed policy opposing reductions in reimbursement rates from the Federal Emergency Management Agency, supporting reimbursement levels that reflect the true costs of equipment ownership, operation, and maintenance, and provide direction to staff to finalize the policy.

30) Brown Act Review

County Counsel | John Vallejo

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

Recommended Action:

Receive refresher presentation regarding the Brown Act.

31) Homeowner Property Tax Exemption Filings in Inyo County

Board of Supervisors | Dave Stottlemire

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

Recommended Action:

Receive a presentation from Assessor Dave Stottlemire on homeowner property tax exemption filings in Inyo County.

32) Workshop on Choosing a Micro Enterprise Home Kitchen Operation (MEHKO) Path for Inyo County

Environmental Health | Jerry Oser

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

Recommended Action:

Conduct a workshop on whether the County should implement a Micro Enterprise Home Kitchen Operation (MEHKO) program, which staff does not recommend at this time.

33) 2026 Board of Supervisors Committee Assignments

County Administrator | Supervisor Orrill

10 minutes

Recommended Action:

Approve the 2026 Board of Supervisors committee assignments as recommended by the Chairperson.

ADDITIONAL PUBLIC COMMENT & REPORTS

34) Public Comment

Comments will be accepted at this time related to subjects not included on the agenda. Comments will be limited to three minutes. Per the Ralph M. Brown Act, the Board is prohibited from responding to or taking action on items not included on the agenda.

35) Board Member Reports

The Board will provide updates on recent or upcoming meetings, important issues discussed or to be discussed at those meetings, and any projects being explored.

CORRESPONDENCE - INFORMATIONAL

- 36) Auditor-Controller** - Actual count of money in the hands of the Treasurer made on December 29, 2025.



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INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-880

Approval of Minutes from the Regular December 16 and Special December 22 Board of Supervisors Meetings

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular December 16 and special December 22 Board of Supervisors meetings.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Hayley Carter
Darcy Israel

Created/Initiated - 12/16/2025
Final Approval - 12/17/2025

ATTACHMENTS:

1. Draft December 16, 2025 Minutes
2. Draft December 22, 2025 Minutes

MINUTES



County of Inyo Board of Supervisors

December 16, 2025

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:31 a.m., on December 16, 2025, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Scott Marcellin, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: Interim County Administrative Officer Denelle Carrington, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel.

Public Comment I

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 8:31 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 – Interim Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich; and No. 3 **Public Employment – Pursuant to Government Code §54957** – Title: County Administrator.

Open Session

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

Pledge of Allegiance

Supervisor Wadelton led the Pledge of Allegiance.

Report on Closed Session

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

Introductions –

The following new employees were introduced to Board:

- **Health and Human Services** - Administrative Analyst David Rincon-Carranza
- **Information Services** - Office Technician Jennifer Mills
- **Public Works** - Civil Engineering Associate Marc Lucas
- **Sheriff's Office** - Civil Process Analyst Emma Baker, Animal Control Officer Tatum Del Bosco, Dispatch Officer Jon Lemon, Deputy Rudy Madera, and Deputy Briana Stangle.

Public Comment II

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

County Department Reports

HHS Deputy Director for Fiscal and Special Operations Melissa Best-Baker announced upcoming countywide events including the First 5 Annual Toy Drive and a food drive organized by the Inyo-Mono Advocates for Community Action (IMACA) and noted that a donation from Edison International will allow IMACA to resume food commodity services in Tecopa in 2026. Deputy Director Best-Baker added that through collaborative efforts with Supervisor Griffiths, HHS, the Inyo County Office of Education, Altrusa, and private donors, "Jasmine's Closet" will open in Bishop on December 23 with a ribbon-cutting ceremony to celebrate the program, which provides essential clothing to children living in out-of-home care.

Supervisor Griffiths added that the ribbon cutting will include an unveiling ceremony for a mural created by C5 Studio exclusively for the program.

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

Moved by Supervisor Orrill and seconded by Supervisor Wadelton to approve the minutes from the regular December 9 Board of Supervisors meeting. Motion carried unanimously.

***HHS- Behavioral
Health –
Vista Pacifica
Enterprises Inc.
Contract Amendment
No. 1***

Moved by Supervisor Orrill and seconded by Supervisor Wadelton to:

- A) Declare Vista Pacifica Enterprises Inc. of Jurupa Valley, CA a sole-source provider of inpatient psychiatric and other professional medical services; and
- B) Approve Amendment No. 1 to the contract between the County of Inyo and Vista Pacifica Enterprises Inc. of Jurupa Valley, CA, increasing the contract by \$68,625 to an amount not to exceed \$118,625, and authorize the Chairperson to sign.

Motion carried unanimously.

***HHS –
EMCC Appointments***

Moved by Supervisor Orrill and seconded by Supervisor Wadelton to appoint the following individuals to the Emergency Medical Care Committee, to serve two-year terms ending December 31, 2027: Chief Joe Cappello, representing the Independence Volunteer Fire Department; Michael Patterson, representing Sierra Lifeflight air ambulance services; and Lisa Davis, representing EMS Operating Area 1. Motion carried unanimously.

***Planning Department-
Yucca Mountain –
Federal FY 24-25
Certification of Funds
Expenditure***

Moved by Supervisor Orrill and seconded by Supervisor Wadelton to:

- A) Certify that \$39,061.60 in funds provided to Inyo County as an Affected Unit of Local Government (AULG) under the Nuclear Waste Policy Act, as amended, have been expended in accordance with the provisions of that Act, Public Law 97-425; and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85);
- B) Authorize the Chairperson to sign the certification (Attached); and
- C) Direct staff to submit the certification to the U.S. Department of Energy.

Motion carried unanimously.

***CAO –
Eastern Sierra
Business Resource
Center Update***

Eastern Sierra Business Resource Center (BRC) Director Meryl Picard shared updates on recent workshops, training sessions, and networking mixers hosted at the center. She also highlighted ongoing programs, collaborative initiatives with partner agencies, and outlined the center's future priorities.

***High Sierra Energy
Foundation Update***

High Sierra Energy Foundation (HSEF) Executive Director Pam Bold and Program Manager Jess Blackwell of the provided an overview of the organization's 20 years of promoting energy efficiency, and highlighted programs that have supported residents, businesses, and public agencies across Inyo and Mono Counties.

***CAO-Emergency
Services –
Grant Award
Announcement***

Wildfire Preparedness Coordinator Kristen Pfeiler presented updates on wildfire fuel reduction, highlighting available resources for both community and wildland fuels. She also announced that Inyo County has been awarded \$322,000 from CalFire to support community fuel reduction vouchers and the Eastern Sierra Council of Governments (ESCOG) has been awarded \$4.6 million in grant funding from the U.S. Department of Agriculture for Inyo and Mono counties.

***Public Works-
Recycling & Waste
Management –
Fire Suppression
Inspection Services***

Moved by Supervisor Roeser and seconded by Supervisor Orrill to formally reject all bids received for the Fire Suppression Inspection Services solicitation and authorize Public Works to re-advertise the project for competitive bidding (*four-fifths vote required*). Motion carried unanimously.

***CAO –
2026 Legislative
Platform***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the 2026 Inyo County Legislative Platform as presented. Motion carried unanimously.

***Public Works –
Bishop Creek Water
Association MOU***

Moved by Supervisor Orrill and seconded by Supervisor Wadelton to approve the Memorandum of Understanding between the County of Inyo and Bishop Creek Water Association for the purpose of sharing labor and costs associated with the maintenance and

replacement of certain culverts for which there is common interest and authorize the Chairperson to sign. Motion carried unanimously.

***CAO-Personnel –
Job Description
Approvals***

Moved by Supervisor Orrill and seconded by Supervisor Wadleton to approve Job Descriptions for the following positions:

- Access Coordinator (Current title - Equity & Diversity Coordinator)
- Assistant Assessor
- Assistant Auditor-Controller
- Assistant Clerk-Recorder
- Assistant County Administrative Officer
- Assistant County Counsel
- Assistant District Attorney
- Assistant Health and Human Services Director
- Assistant Personnel Director
- Assistant Treasurer Tax Collector
- Equipment Mechanic Operator I-II
- Program Manager - Behavioral Health (Current Title - MHSA Coordinator)
- Program Manager - Disaster
- Risk Management Assistant Director
- Safety Coordinator I
- Safety Coordinator II
- Safety Coordinator III

Public Comment III

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

***Board Member & Staff
Reports***

Supervisor Roeser announced that the House of Representatives has recently passed the Secure Rural Schools (SRS) Reauthorization Act. She expressed gratitude to Assistant Clerk of the Board Israel for her dedicated efforts in preparing and sending letters of support on behalf of the Inyo County Board of Supervisors. Roeser also reported that she participated in a Rural County Representatives of California Board meeting, as well as an ad hoc committee meeting focused on apex predators.

Supervisor Wadleton announced that IMACA will be visiting Tecopa on January 15. He expressed appreciation to Supervisor Griffiths for his efforts in helping restart food commodity services. Wadleton also noted that he will be traveling to Tecopa and Shoshone tomorrow and Thursday.

Supervisor Orrill reported that she hosted a community meeting focused on emergency response and preparedness and extended her gratitude to Assistant Sheriff Tim Bachman and Public Information Officer Lindsey Stein of the Inyo County Sheriff's Office, Emergency Services Manager Lisa Cox, Bishop Fire Chief Bret Russell, Assistant HHS Director Gina Ellis, and HHS Deputy Director Melissa Best-Baker for sharing valuable information with residents. Orrill also noted that she attended meetings of the Eastern Sierra Council of Governments (ESCOG), the Eastern Sierra Transportation Authority (ESTA), and the Behavioral Health Advisory Board.

Supervisor Griffiths said that he attended ESTA and ESCOG meetings.

Interim CAO Denelle Carrington said that she attended the Inyo Associates dinner in Bishop.

Assistant Clerk of the Board Israel announced that the Assessment Appeals Board will meet in the Board room tomorrow for a pre-hearing conference with Verdant Bishop LLC.

Supervisor Marcellin said that he attended the Caltrans open house for the Manor Market Complete Streets Project and the Inyo Associates meeting.

Adjournment

The Chairperson adjourned the meeting at 12:52 p.m. to 8:15 a.m. Monday, December 22, 2025, at the Consolidated Office Building in Bishop.

Chairperson, Inyo County Board of Supervisors

Attest: DENELLE CARRINGTON
Interim Clerk of the Board

by: _____
Darcy Israel, Assistant

DRAFT

MINUTES



County of Inyo Board of Supervisors

December 22, 2025

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:20 a.m., on December 22, 2025, at the Consolidated Office Building, 1360 N. Main St., Bishop, with the following Supervisors present: Chairperson Scott Marcellin, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: Assistant County Counsel Christy Milovich and Assistant Clerk of the Board Darcy Israel. Absent: Interim County Administrative Officer Denelle Carrington and County Counsel John-Carl Vallejo.

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

Closed Session Chairperson Marcellin recessed open session at 8:20 a.m. to convene in closed session with all Board members present to discuss the following item: No. 2 **Public Employment – Pursuant to Government Code §54957** – Title: County Administrator.

Open Session Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 2:18 p.m. with all Board members present.

Report on Closed Session Assistant County Counsel Christy Milovich reported that the Board met under Item 2 and no action was taken that is reportable under law.

Adjournment The Chairperson adjourned the meeting at 2:18 p.m. to 8:30 a.m. Tuesday, January 6, 2026, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

Attest: *DENELLE CARRINGTON*
Interim Clerk of the Board

by: _____
Darcy Israel, Assistant



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DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-882

Reappointment to Independence Cemetery District Board of Trustees Clerk of the Board ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Reappoint Mr. Richard Baker to the Independence Cemetery District Board of Trustees, to a four-year term ending January 31, 2030.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board of Supervisors has appointing authority over the Independence Cemetery District Board of Trustees. Trustee Richard Baker's term is set to expire on January 31, 2026. Per statute and Board policy, the upcoming vacancy was publicly noticed and staff received one response - a request for reappointment from Mr. Baker.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Decline to make the appointment and direct staff to re-open the recruitment period. This is not recommended, as Mr. Baker has dutifully served on the Board of Trustees for many years.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Israel
Darcy Israel
Denelle Carrington

Created/Initiated - 12/18/2025
Approved - 12/18/2025
Final Approval - 12/18/2025

ATTACHMENTS:

1. Richard Baker - Independence Cemetery District

Richard Baker
P.O. Box 352
Independence, CA 93526

November 26, 2025

RECEIVED

DEC 18 2025

Inyo County Board of Supervisors
P.O. Drawer N
Independence, CA 93526

Inyo County Administrator
Clerk of the Board

RE: Re-Appointment to Independence Cemetery District Board

Dear Honorable Board,

I am requesting re-appointment to the Independence Cemetery District Board of Trustees. I am retired and living in Independence. I would like to continue to offer my services for community involvement. Thank you for consideration of my request.

Sincerely,

Richard Baker





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DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-861

Inyo Mono County Veterans Services Office - Annual Compliance Forms County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Denelle Carrington, Assistant CAO

ITEM PRESENTED BY

Denelle Carrington, Assistant CAO

RECOMMENDED ACTION:

Authorize the Chairperson to sign the California Department of Veterans Affairs Annual Medi-Cal Cost Avoidance Certificate of Compliance for Fiscal Year 2025-2026 and the California Department of Veterans Affairs Annual Subvention Certificate of Compliance for Fiscal Year 2025-2026.

BACKGROUND / SUMMARY / JUSTIFICATION:

These two annual forms are required to be reviewed and signed each fiscal year in order to be eligible for Subvention funding and Medi-Cal Cost Avoidance funding from the California Department of Veterans Affairs. The Subvention funds are distributed to counties that certify that they have appointed a veteran to serve as the County Veterans Services Officer. The Medi-Cal Cost Avoidance funds are provided to ensure that the program reasonably benefits the Department of Health Care Services.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	056600
Budgeted?	Yes	Object Code	4473
Recurrence	Ongoing Expenditure	Sole Source?	Yes / No

If Sole Source, provide justification below

N/A

Current Fiscal Year Impact
These funds are budgeted annually in the VSO Budget to offset County General Fund Expenditures
Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the Chairperson signing these required annual forms. This is not recommended as the Veterans Services Program would no longer be eligible to receive State funding.

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 | Improved Access to Government

APPROVALS:

Denelle Carrington	Created/Initiated - 12/12/2025
Darcy Israel	Approved - 12/12/2025
Denelle Carrington	Approved - 12/12/2025
Amy Shepherd	Approved - 12/19/2025
John Vallejo	Approved - 12/22/2025
Denelle Carrington	Final Approval - 12/22/2025

ATTACHMENTS:

1. Annual Medi-Cal Certificate of Compliance FY 25-26
2. Annual Subvention Certificate of Compliance

DEPARTMENT OF VETERANS AFFAIRS

1227 O Street
SACRAMENTO, CALIFORNIA 95814
Telephone: (800) 952-5626
Fax: (916) 653-2456



**Annual Medi-Cal Cost Avoidance Certificate of Compliance
Fiscal Year 2025/2026**

I certify that _____ County has an appointed veteran serving as the County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-Cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form MC 05 (Military Verification and Referral form) will be instructed to indicate the applicant's Aid Code on the face of the form.
2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.
3. This agreement is binding only if federal funds are available to CalVet from the DHCS.
4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 *and the CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year.

Chair, County Board of Supervisors
(Or other County Official authorized
By the Board to act on their behalf)

Date

SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO

DEPARTMENT OF VETERANS AFFAIRS

1227 O Street
Sacramento, California 95814
Telephone: (800) 952-5626
Fax: (916) 653-2456



Annual Subvention Certificate of Compliance Fiscal Year 2025/2026

Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2 a Special Fund Expenditure.

County Certification:

I certify that _____ County has an appointed veteran serving as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer must achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment or within 18 months of the County Veterans Service Officer position becoming vacant, whichever occurs first. County Veterans Service Representative employees must also achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment.

I certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited employees will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care, or compensation provided for by the laws and regulations of the United States or of the State of California.

I certify that only employees who shall meet the definition of a **Veteran Services Representative (VSR)** as described in 38 CFR § 14.629, and whose duties include the preparation, presentation, and prosecution of claims for VA benefits, will seek or be referred for accreditation through CalVet. Any VSR accredited through CalVet must understand the following:

I certify that information contained within the VetPro database will not be distributed to any entity outside of the County Veteran Service Office, including other County departments. Additionally, I certify that all College Fee Waiver

DEPARTMENT OF VETERANS AFFAIRS

1227 O Street
Sacramento, California 95814
Telephone: (800) 952-5626
Fax: (916) 653-2456



Approval and Denial Letters will be generated within the VetPro database. I also authorize the County Veterans Service Officer to actively promote the California Veterans License Plate program and other California State benefits for veterans, dependents and survivors, and to assist in the application for those benefits.

I certify that this County, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The County agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance*. The County Veterans Service Officer will permit CalVet representatives to inspect all records upon request.

Chair, County Board of Supervisors
(or other County Official authorized
by the Board to act on their behalf)

Date

SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO



INYO COUNTY BOARD OF SUPERVISORS

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

DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-824

Eastern Sierra Area Agency on Aging Advisory Council Appointments Health & Human Services - ESAAA ACTION REQUIRED

ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

ITEM PRESENTED BY

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

RECOMMENDED ACTION:

- A) Reappoint Ms. Rebecca Manross to a two-year term on the Eastern Sierra Area Agency on Aging Advisory Council, ending December 31, 2027; and
- B) Appoint Ms. Sally Clausen to a two-year term on the Eastern Sierra Area Agency on Aging Advisory Council, ending December 31, 2027.

BACKGROUND / SUMMARY / JUSTIFICATION:

All Area Agencies on Aging (AAA) are required by statute to have an Advisory Council. The purpose of such an Advisory Council, pursuant to Section 9402 of the Older Californians Act, is to be "a principal advocate body on behalf of older individuals within a planning and service area," and "shall provide advice and consultation on issues affecting the provision of services provided locally to older individuals."

Your Board adopted bylaws in October 2012 for the new Eastern Sierra Area Agency on Aging (ESAAA) Advisory Council with a membership of nine (9), including one Board of Supervisors member, who is appointed annually. In December 2025, one (1) current member term expired, along with four (4) unfilled vacancies. A recent recruitment resulted in Rebecca Manross requesting reappointment and Sally Clausen requesting a new appointment. Five vacancies were advertised, but only two (2) requests for appointment were received.

The department respectfully requests your Board reappoint Rebecca Manross to the ESAAA Advisory Council. The department respectfully requests your Board appoint Sally Clausen to the ESAAA Advisory Council. The Department will also request the Board Clerk issue a Notice of Vacancy for the remaining vacancies in the future.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to fill the vacant seats with the applicants. This is not recommended as doing so would result in five vacancies remaining unfilled.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

California Department of Aging

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Tyler Davis	Created/Initiated - 12/08/2025
Darcy Israel	Approved - 12/08/2025
Morningstar Willis-Wagoner	Approved - 12/08/2025
Melissa Best-Baker	Approved - 12/08/2025
Anna Scott	Approved - 12/16/2025
Denelle Carrington	Final Approval - 12/17/2025

ATTACHMENTS:

1. S Clausen Letter of Interest
2. B Manross Letter of Interest

LETTER OF INTEREST
IN SERVING AS A MEMBER OF THE
EASTERN SIERRA AREA AGENCY ON AGING (ESAAA) ADVISORY COUNCIL

The ESAAA Advisory Council shall be comprised of nine (9) total members from the service area of Inyo and Mono Counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may not be employed by an entity currently in a subcontracting relationship with ESAAA.

Name: Sally Clausen Address: P.O. Box 305 Lone Pine 93545
Home Telephone: (661) 301.6899 Mobile Telephone: (661) 301.6899
E-mail: Inana 4 u@sbeglobal.net Date: 20 June 2025

The following information will be used to ensure compliance with the requirements of the Older Americans Act, the California Code of Regulations and the California Department of Aging.

Age: 60 or over ☒ Under 60 ☐

Ethnicity (Please check only one): Choctaw
☐ African American ☒ American Indian or Alaska Native
☐ Caucasian/White ☐ Hispanic or Latino
☐ Native Hawaiian or Pacific Islander

☐ Asian
☐ Multiracial
☐ Other: _____

Targeting efforts shall be made to ensure membership includes individuals from the following categories (Please check all that apply):

- ☒ Low income older adults
☒ Disabled persons
☒ Supportive services provider
☒ Health care provider
☒ Family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such as legal custody, guardianship or raising the child informally.
☒ Individuals with leadership expertise in private/voluntary sectors
☒ Other: _____

Please provide a brief statement expressing your interest in serving as an Advisory Council member:

Community is important and helping these less fortunate is necessary to further encourage each other. Reaching out to help others keeps our community, city, and those that will/can get the most re-involve as well.

Signature: Sally Clausen Date: 20 June 2025 (661) 301.6899

Please return completed form to: Eastern Sierra Area Agency on Aging
P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
E-mail: dellis@inyocounty.us

Thank you

LETTER OF INTEREST
IN SERVING AS A MEMBER OF THE
EASTERN SIERRA AREA AGENCY ON AGING (ESAAA) ADVISORY COUNCIL

The ESAAA Advisory Council shall be comprised of nine (9) total members from the service area of Inyo and Mono Counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may not be employed by an entity currently in a subcontracting relationship with ESAAA.

Name: Rebecca Manross (Becky) Address: 156 Virginia Ave, Chalfant, CA 93514
Home Telephone: 760-873-7502 Mobile Telephone: 760-258-6108
E-mail: manrossb1@gmail.com Date: September 20, 2025

The following information will be used to ensure compliance with the requirements of the Older Americans Act, the California Code of Regulations and the California Department of Aging.

Age: 60 or over ☒ Under 60 ☐

Ethnicity (Please check only one):

☐ African American ☐ American Indian or Alaska Native ☐ Asian
☒ Caucasian/White ☐ Hispanic or Latino ☐ Multiracial
☐ Native Hawaiian or Pacific Islander ☐ Other: _____

Targeting efforts shall be made to ensure membership includes individuals from the following categories (Please check all that apply):

☐ Low income older adults
☐ Disabled persons
☐ Supportive services provider
☐ Health care provider
☐ Family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such as legal custody, guardianship or raising the child informally.
☒ Individuals with leadership expertise in private/voluntary sectors
☐ Other: _____

Please provide a brief statement expressing your interest in serving as an Advisory Council member:

Secretary for the Bishop Senior Center Recreation Committee (BSCRC) since 2018. I not only handle secretarial duties, but I'm also responsible for filing our State & Federal Non-Profit tax docs each year, & ensuring that our group's insurance is covered & up-to-date each year (duties that were previously handled by a CPA, who the group had hired). I'm an LADWP retiree, with 40 years clerical experience. I feel that being a volunteer member of the BSCRC has afforded me the opportunity to work with seniors & learn what activities and/or issues are important to them.

Signature: Rebecca Manross Date: September 20, 2025

Please return completed form to: Eastern Sierra Area Agency on Aging
1360 N. Main Street, Suite 201
Bishop, CA 93514
Phone: (760) 873-3305 Fax: (760) 873-6505



INYO COUNTY BOARD OF SUPERVISORS

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

DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-890

Amendment No. 3 to California Mental Health Services Authority Remote Supervision Agreement 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 the California Mental Health Services Authority (CalMHSA) a sole-source provider of remote supervision services; and B) Approve Amendment No. 3 to the participation agreement between the County of Inyo and CalMHSA, increasing the contract to an amount not to exceed \$129,000, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This Amendment No. 3 amends Agreement No. 4313-WORK-2023-INC, a contract by and between the California Mental Health Services Authority (CalMHSA) and Inyo County to purchase remote supervision services, increasing the amount of hours of supervision provided to Behavioral Health Licensed Clinicians, Associate Clinicians, and Student Interns. Associate Clinicians and Student Interns require supervision by a licensed clinician in order to become licensed. The Department has recently hired another Behavioral Health Clinician Trainee and needs to increase the number of clinical supervision hours available through CalMHSA's contractor, Motivo. Amendment No. 3 increases the annual not-to-exceed limit to \$129,000 per fiscal year through June 30, 2027.

FISCAL IMPACT:

Funding Source	Mental Health Realignment.	Budget Unit	045200
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

California Mental Health Services Authority (CalMHSA) conducted a competitive process to establish this remote supervision contract on behalf of all County Behavioral Health departments. Any county that wishes to access the remote supervision services through Motivo can then contract with CalMHSA for the service.

Current Fiscal Year Impact
Up to \$129,000 for the period between October 1, 2023 and March 31, 2027.
Future Fiscal Year Impacts

Up to \$129,000 for the period between October 1, 2023 and March 31, 2027.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to approve this Amendment #3; however this is not recommended because we currently have two student trainees and two clinical interns who are receiving supervision through the contract with CalMHSA.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

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

APPROVALS:

Lucy Vincent	Created/Initiated - 12/19/2025
Darcy Israel	Approved - 12/22/2025
Lucy Vincent	Approved - 12/23/2025
Melissa Best-Baker	Approved - 12/23/2025
Anna Scott	Approved - 12/23/2025
Christian Milovich	Approved - 12/30/2025
Amy Shepherd	Approved - 12/30/2025
Denelle Carrington	Final Approval - 12/30/2025

ATTACHMENTS:

1. Amendment No. 3
2. Amendment No. 2 CalMHSA Remote Supervision

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY**PARTICIPATION AGREEMENT AMENDMENT NO. 3****Remote Supervision Program ("Program")**

This Participation Agreement Amendment No. 3 ("Amendment No. 3") amends Agreement No. 4313-WORK-2023-INC ("Agreement") and subsequent Amendments ("Amendment") a contract by and between the California Mental Health Service Authority ("CalMHSA") and Inyo County ("Participant"). This Amendment No. 3 shall be effective upon execution by both parties.

Modified Funding Amount: The Agreement is hereby amended to modify Section 3 of the Cover Sheet, and Exhibit B – General Terms and Conditions, Section V.A., Fiscal Provisions to increase the Total Funding Amount (Up to) Not to Be Exceeded by \$90,000. The current (Up to) Not to Be Exceeded amount is now \$129,000.

All other terms or provisions in the Agreement and subsequent Amendments not amended by this Amendment No. 3 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby confirm acceptance of the terms of this Amendment No. 3 by causing their duly authorized officers or representatives to execute this Amendment No. 3 as set out below.

PARTICIPANT: Inyo County

Signed: _____ Name (Printed): _____

Title: Chair, Board of Supervisors Date: _____

Signed: Christian C. Milovich Name (Printed): Christian Milovich

Title: County Counsel Date: 12/17/2025

Signed: Anna Scott Name (Printed): Anna Scott

Title: Director of Behavioral Health Date: 12/22/2025

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., LMFT

Title: Executive Director Date: _____



COUNTY OF INYO

CONTRACT SIGNATURE REQUEST FORM

Instructions: This form is to be used as a cover letter for all contract review requests for HHS. The form has both signature required and checklist of who needs to review the contract prior to execution. The signatures obtained on this form indicates review only and not final execution of contract. For contract execution signature process, see [HHS SOP Contract Process](#).

FROM: Health and Human Services – Behavioral Health

Date Submitted for Review: 02/11/2025 **Final Review Due by:**

SUBJECT: Amendment #2 to remote supervision agreement with CalMHSA

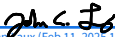


SUMMARY DISCUSSION:

This Agreement Amendment #2 amends Agreement No. 4313-WORK-2023-INC, a contract by and between CalMHSA and Inyo County to purchase remote supervision services, increasing the rates of CalMHSA's partner, Motivo Consulting Inc, the provider of remote supervision services. This Amendment #2 includes an increase in the not-to-exceed limit to \$39,000. Our clinician continues to require supervision by an LCSW in order to become licensed. A recently hired AMFT will also require supervision.

FINANCING:

Mental Health Realignment. This contract will be budgeted in CMH (045200) in Professional Services (5265). No County General Funds.

Signature indicates contract has been reviewed and ready for next level of review or submission to County Counsel.

Division Deputy Director: <u></u>	Date: <u>Feb 11, 2025</u>
PIQA Manager or Designee: <u>Lori Bungochia</u>	Date: <u>Feb 11, 2025</u>
Deputy Director of FOSO or Designee: <u>Melissa Best Baker</u>	Date: <u>Feb 12, 2025</u>
Assistant HHS Director: <u></u>	Date: <u>Feb 21, 2025</u>
HHS Director: <u></u>	Date: <u>Feb 24, 2025</u>

Signature not required, only date draft is sent for review for tracking purposes.

- ☐ Risk Manager Date Sent: _____
- ☐ IS Director (if needed) Date Sent: _____
- ☒ Legal Counsel (Pink Form Required) Date Sent: 02/11/2025

Date Full Review Completed _____



County of Inyo

Sole Source Authorization Form

Vendor: CalMHSA

Date: 02/11/2025

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

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

Select one of the following:

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

Amount	Required Action
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.
<input type="checkbox"/> \$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.
	<input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$10,001 to \$25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.
	<input type="checkbox"/> Informal bids received
<input checked="" 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:

This Agreement with CalMHSA, enabling us to purchase remote supervision services for our clinician who requires supervision by an LCSW to become licensed, is being amended due to an increase in Motivo Consulting Inc's remote supervision rates, to take effect on February 2, 2025 through February 1, 2026. If this Amendment No 2 is approved, clinical supervision will continue to be provided remotely, via a HIPAA-compliant platform, and can be provided individually or in triads/groups.

The Department is seeking authorization to continue this contract as a sole-source contract because the California Mental Health Services Authority conducted a competitive process to establish this remote supervision contract on behalf of all County Behavioral Health departments. Any county that wishes to access the remote supervision services through Motivo can then contract with CalMHSA for the service.

Since we do not have a clinician with a LCSW license, and since our recently hired Associate Marriage and Family Therapist (AMFT) will also require clinical supervision, we are requesting that this contract amendment be approved to allow us to continue to utilize Motivo's remote supervision services. Due to the increase in rates and the addition of a new AMFT, the not-to-exceed limit must be increased to \$39,000. All other terms or provisions in the initial Agreement No. 4313-WORK-2023-INC will remain the same.


Department Head Signature
Sole Source Approval
 <small>Denelle Carrington (Feb 28, 2025 14:04 PST)</small>
Purchasing Agent Signature
 <small>Grace Weitz (Feb 28, 2025 14:02 PST)</small>
County Counsel Signature

Auditor-Controller Signature

4313-WORK-2023-INC-AM2
 Remote Supervision Program
 Inyo County
 February 5, 2025

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT AMENDMENT #2
Remote Supervision Program

This Agreement Amendment ("Amendment") modifies Agreement No. 4313-WORK-2023-INC and Amendment No. 4313-WORK-2023-INC-AM1 ("Agreement"), a contract by and between the California Mental Health Service Authority ("CalMHSA") and Inyo County ("Participant"). This Amendment shall be effective upon execution by both parties.

The Agreement amends Section 3 of the Cover Sheet, Exhibit B - General Terms and Conditions, Item V. Fiscal Provisions Section A. to increase the Total Funding Amount (Up to) Not to be Exceeded by \$24,000. The current (Up to) Not to be Exceeded amount is now \$39,000, and Exhibit B – General Terms and Conditions, Item V. Fiscal Provisions, Section B. Rates for Service:

V. Fiscal Provisions

B. Rates for Services through February 2, 2025.

Use of Platform with a Motivo Supervisor	Rate per hour:
Individual Supervision 1 associate; 1 supervisor	\$86.25
Triad Supervision 2 associates; 1 supervisor	\$149.50
Group Supervision 3-8 associates; 1 supervisor	\$230.00
Administrative support provided outside of the supervision session by a Motivo designated Supervisor (minimum 5 hrs/month applies)	\$86.25

Rates for Services from February 2, 2025, through February 1, 2026.

Use of Platform with a Motivo Supervisor	Rate per hour:
Individual Supervision 1 associate; 1 supervisor	\$100.00
Triad Supervision 2 associates; 1 supervisor	\$185.00
Group Supervision 3-8 associates; 1 supervisor	\$280.00

4313-WORK-2023-INC-AM2
 Remote Supervision Program
 Inyo County
 February 5, 2025

Administrative support provided outside of the supervision session by a Motivo designated Supervisor (minimum 5 hrs/month applies)	\$100.00
--	----------

Rates for Services from February 2, 2026, through February 1, 2027

Use of Platform with a Motivo Supervisor	Rate per hour:
Individual Supervision 1 associate; 1 supervisor	\$104.00
Triad Supervision 2 associates; 1 supervisor	\$192.40
Group Supervision 3-8 associates; 1 supervisor	\$291.20
Administrative support provided outside of the supervision session by a Motivo designated Supervisor (minimum 5 hrs/month applies)	\$104.00

Rates for Services from February 2, 2027, to February 1, 2028.

Use of Platform with a Motivo Supervisor	Rate per hour:
Individual Supervision 1 associate; 1 supervisor	\$108.16
Triad Supervision 2 associates; 1 supervisor	\$200.10
Group Supervision 3-8 associates; 1 supervisor	\$302.85
Administrative support provided outside of the supervision session by a Motivo designated Supervisor (minimum 5 hrs/month applies)	\$108.16

All other terms or provisions in the initial Agreement No. 4313-WORK-2023-INC and 4313-WORK-2023-INC not amended by this Amendment shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereby confirm acceptance of the terms of this Amendment by causing their duly authorized officers or representatives to execute this Amendment as set out below.

4313-WORK-2023-INC-AM2
Remote Supervision Program
Inyo County
February 5, 2025

PARTICIPANT: INYO COUNTY

Signed:  Name (Printed): Anna Scott

Title: HHS Director Date: Feb 24, 2025

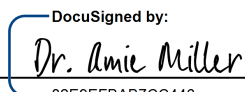
Signed: 
Grace Weitz (Feb 28, 2025 14:02 PST) Name (Printed): Grace Weitz

Title: County Counsel Date: Feb 28, 2025

Signed: 
John Laux (Feb 11, 2025 15:07 PST) Name (Printed): John Laux

Title: Deputy Director of Behavioral Health Date: Feb 11, 2025

CalMHSA

Signed: 
82E9EFBAB7CC446... Name (Printed): Dr. Amie Miller, Psy.D., LMFT

Title: Executive Director Date: 2/28/2025



COUNTY OF INYO

CONTRACT SIGNATURE REQUEST FORM

Instructions: This form is to be used as a cover letter for all contract review requests for HHS. The form has both signature required and checklist of who needs to review the contract prior to execution. The signatures obtained on this form indicates review only and not final execution of contract. For contract execution signature process, see [HHS SOP Contract Process](#).

FROM: Health and Human Services – Behavioral Health

Date Submitted for Review: 12/10/2024 **Final Review Due by:**

SUBJECT: Amendment #1 to remote supervision agreement with CalMHSA

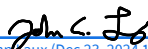
SUMMARY DISCUSSION:

This Agreement Amendment #1 amends Agreement No. 4313-WORK-2023-INC, a contract by and between CalMHSA and Inyo County to purchase remote supervision services, extending the term of the agreement from October 1, 2023 through March 31, 2025 to March 31, 2027. Our clinician continues to require supervision by an Licensed Clinical Social Worker (LCSW) in order to become licensed. HHS does not currently employ someone who can provide this level of required clinical supervision.

FINANCING:

Mental Health Realignment. This contract will be budgeted in CMH (045200) in Professional Services (5265). No County General Funds.

Signature indicates contract has been reviewed and ready for next level of review or submission to County Counsel.

Division Deputy Director:  John Laux (Dec 23, 2024 12:53 AKST) Date: _____

PIQA Manager or Designee:  Date: _____

Deputy Director of FOSO or Designee:  Date: _____

Assistant HHS Director:  Gina Ellis (Dec 23, 2024 16:34 PST) Date: _____

HHS Director:  Date: _____

Signature not required, only date draft is sent for review for tracking purposes.

☐ Risk Manager Date Sent: _____

☐ IS Director (if needed) Date Sent: _____

☐ Legal Counsel (Pink Form Required) Date Sent: _____

Date Full Review Completed _____



County of Inyo

Sole Source Authorization Form

Vendor: CalMHSA

Date: 12/10/2024

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

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

Select one of the following:

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

Amount	Required Action
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.
<input type="checkbox"/> \$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.
	<input type="checkbox"/> Informal bids received
<input checked="" 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:

This Agreement with CalMHSA, enables us to purchase remote supervision services for our clinician who requires supervision by an LCSW to become licensed. It is due to end on March 31, 2025. Clinical supervision will continue to be provided remotely, via a HIPAA-compliant platform, and can be provided individually or in triads/groups.

Since we do not have a clinician with a LCSW license, we are requesting that this contract be extended through March 31, 2027. All other terms or provisions in the initial Agreement No. 4313-WORK-2023-INC will remain the same.


Department Head Signature
Sole Source Approval
<u>Denelle Carrington</u> <small>Denelle Carrington (Dec 26, 2024 07:46 PST)</small>
Purchasing Agent Signature
<u>Grace Weitz</u> <small>Grace Weitz (Dec 22, 2024 14:26 PST)</small>
County Counsel Signature
<u>Christie Martindale</u> <small>Christie Martindale (Dec 26, 2024 08:49 PST)</small>
Auditor-Controller Signature

4313-WORK-2023-INC-AM1

Remote Supervision

Inyo County

December 6, 2024

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

PARTICIPATION AGREEMENT AMENDMENT #1

Remote Supervision Program ("Program")


This Agreement Amendment ("Amendment") amends Agreement No. 4313-WORK-2023-INC ("Agreement"), a contract by and between the California Mental Health Service Authority ("CalMHSA") and Inyo County ("Participant"). This Amendment shall be effective upon execution by both parties.

The Agreement is hereby amended to modify the Project End Term from March 31, 2025, to March 31, 2027.

All other terms or provisions in the initial Agreement No. 4313-WORK-2023-INC not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby confirm acceptance of the terms of this Amendment by causing their duly authorized officers or representatives to execute this Amendment as set out below.

PARTICIPANT: INYO COUNTY

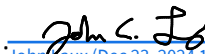
Signed:  Name (Printed): Anna Scott

Title: HHS Director Date: _____

Signed:  Name (Printed): Grace Weitz

Grace Weitz (Dec 26, 2024 09:14 PST)

Title: County Counsel Date: _____

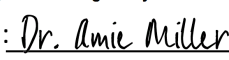
Signed:  Name (Printed): John Laux

John Laux (Dec 23, 2024 15:34 AKST)

Title: Director of Behavioral Health Date: _____

CalMHSA

DocuSigned by:

Signed:  Name (Printed): Dr. Amie Miller, Psy.D., LMFT

82E9EFBAB7CC446...

Title: Executive Director Date: 1/15/2025



COUNTY OF INYO

CONTRACT SIGNATURE REQUEST FORM

Instructions: This form is to be used as a cover letter for all contract review requests for HHS. The form has both signature required and checklist of who needs to review the contract prior to execution. The signatures obtained on this form indicates review only and not final execution of contract. For contract execution signature process, see [HHS SOP Contract Process](#).

FROM: Health and Human Services – Behavioral Health

Date Submitted for Review: 07/31/23 **Final Review Due by:** 08/05/2023

SUBJECT: Remote supervision agreement with CalMHSA

SUMMARY DISCUSSION:

CalMHSA has entered into a contract with a remote supervision company that matches behavioral health practitioners licensed in CA with pre-licensed clinical staff needing supervised clinical hours to qualify for licensure (LCSW, LMFT, LPCC, Licensed Psychologist). Clinical supervision will be provided remotely, via a HIPAA-compliant platform, and can be provided individually or in triads/groups.

Inyo County HHS-Behavioral Health is interested in taking advantage of the CalMHSA agreement because we have recently hired a clinician who requires supervision by an LCSW in order to become licensed herself. HHS does not employ an LCSW who can provide this level of clinical supervision.

FINANCING:

Behavioral Health budget 45200

Mental Health Realignment. This contract will be budged in CMH (045200) in Professional Services (5265). No County General Funds.

Signature indicates contract has been reviewed and ready for next level of review or submission to County Counsel.

Division Deputy Director:	<u>Kimball Pina</u>	Date:	<u>07/31/23</u>
PIQA Manager or Designee:	<u>Lori Bengochia</u>	Date:	<u>8/1/2023</u>
Deputy Director of FOSO or Designee:	<u>Melissa Benson</u>	Date:	<u>1/9/24</u>
Assistant HHS Director:	<u>Anna Scott</u>	Date:	<u>8/2/23</u>
HHS Director:	<u>Marilyn Mace</u>	Date:	<u>8/2/23</u>

Signature not required, only date draft is sent for review for tracking purposes.

☐ Risk Manager Date Sent: _____
☐ IS Director (if needed) Date Sent: _____
☒ Legal Counsel (Pink Form Required) Date Sent: _____
____ Auditor Date Sent: _____

Date Full Review Completed _____



County of Inyo Purchasing Authorization

Vendor: CalMHSA

Date: 01/09/2024

Amount	Required Action	Approval Authority
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.	No signature required
\$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, available upon request	Department Head Signature
\$10,001 to \$25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.	<i>Gina Ellis</i>
		Department Head Signature
		<i>D. Carrington</i>
	<input type="checkbox"/> Informal bids received, available upon request	Purchasing Agent Signature
\$25,001 to \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.	
		Department Head Signature
	<input type="checkbox"/> RFP/RFQ received by Board Clerk on _____	Purchasing Agent Signature
Over \$75,000.00	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.	Board Approval required

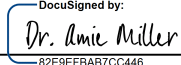
Exception Approval Authority		
<i>Grace Weitz</i>	<i>Christie Martindale</i>	<i>D. Carrington</i>
County Counsel Signature	Auditor-Controller Signature	Purchasing Agent Signature

To obtain exception approval authority, attach a page that indicates which exception you are invoking and a short explanation of why the exception is required. Exceptions are found in section II(D) on pages 6-8 of the Purchasing Policy.

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Inyo County ("Participant") desires to participate in the Program identified below.
Name of Program: Remote Supervision
2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.
 - ☐ Exhibit A Program Description and Funding
 - ☐ Exhibit B General Terms and Conditions
 - ☐ Attachment A Order Form Template
3. The maximum amount payable under this Agreement is not to exceed \$15,000
4. Funds payable under this agreement are subject to reversion:
 - Yes: Reversion Date _____
 - No.
5. The term of the Program is October 1, 2023, through March 31, 2025
6. Authorized Signatures:

CalMHSA

Signed:  Name (Printed): Dr. Amie Miller, Psy.D., MFT
DocuSigned by: 82E9EFB8B7CC446...
 Title: Executive Director Date: 10/19/2023

Participant: INYO COUNTY

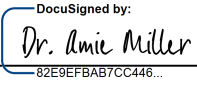
Signed: _____ Name (Printed): _____
 Title: HHS Director Date: _____
 Signed: _____ Name (Printed): _____
 Title: County Counsel Date: _____
 Signed: _____ Name (Printed): _____
 Title: Director of Behavioral Health Date: _____

4313-WORK-2023-INC
Remote Supervision
October 17, 2023


CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

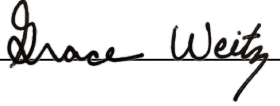
1. Inyo County ("Participant") desires to participate in the Program identified below.
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2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.
 - ☐ Exhibit A Program Description and Funding
 - ☐ Exhibit B General Terms and Conditions
 - ☐ Attachment A Order Form Template
3. The maximum amount payable under this Agreement is not to exceed \$15,000
4. Funds payable under this agreement are subject to reversion:
 - Yes: Reversion Date _____
 - No.
5. The term of the Program is October 1, 2023, through March 31, 2025
6. Authorized Signatures:


CalMHSA

Signed:  Name (Printed): Dr. Amie Miller, Psy.D., MFT
DocuSigned by: 82E9EFB8B7CC446...
Title: Executive Director Date: 11/8/2023

Participant: INYO COUNTY

Signed:  Name (Printed): Anna Scott
Title: HHS Director Date: October 18, 2023

Signed:  Name (Printed): Grace Weitz
Title: County Counsel Date: October 17, 2023

Signed:  Name (Printed): Kimball C. Pier, Ph.D., LMFT
Title: Director of Behavioral Health Date: 10.18.23

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

- A. Name of Program: Remote Supervision**
- B. Term of Program: October 1, 2023, through March 31, 2025**
- C. Program Objective and Overview:**

CalMHSA has entered into a contract with a remote supervision company that matches behavioral health practitioners licensed in CA with pre-licensed clinical staff needing supervised clinical hours to qualify for licensure (LCSW, LMFT, LPCC, Licensed Psychologist). Clinical supervision will be provided remotely, via a HIPAA-compliant platform, and can be provided individually or in triads/groups. Supervisors can be matched to pre-licensed staff practice area, and CalMHSA has developed a training to orient all supervisors to the CA public behavioral health context. CalMHSA is partnering with the California Healthcare Foundation (CHCF) to evaluate this remote supervision program, and participation in data collection will be requested of participating counties/pre-licensed staff. Data collection will focus on effectiveness of supervisor/supervisee relationship and county/supervisee satisfaction.

Participation Agreement
EXHIBIT B – General Terms and Conditions

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- I. 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.
- II. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- III. 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 providing for, among other things, PEI Programs.
- IV. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- V. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- VI. Program – The program identified in the Cover Sheet.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - a. Act as the Fiscal and Administrative agent for the Program.
 - b. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - c. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - d. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 - a. Participant will pay for individual program services as defined in the fiscal provisions in Exhibit B – Section V.
 - b. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
 - c. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.
 - d. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
 - e. Provide feedback on Program performance.

- f. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

- A. The term of the Program is 18 months.
- B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.
- B. The withdraw 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 respective share of unavoidable expenses and liabilities arising during the period of their participation.
- C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

V. Fiscal Provisions

- A. Funding required from Participant will not exceed **\$15,000** during the project period.
- B. **Rates for Services –**

Use of Platform with a Remote Supervisor	Rate per hour:
Individual Supervision 1 associate; 1 supervisor	\$86.25
Triad Supervision 2 associates; 1 supervisor	\$149.50
Group Supervision 3-8 associates; 1 supervisor	\$230.00
Administrative support provided outside of the supervision session by a Motivo designated Supervisor (minimum 5 hrs/month applies)	\$86.25

C. Payment Method –

Participant will submit an Order Form to CalMHSA on a monthly basis at accountsreceivable@calmhsa.org using the template listed in Attachment A – Order Form

4313-WORK-2023-INC

Remote Supervision

October 17, 2023

Template. CalMHSA will then invoice for services requested. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized.

D. Administrative Fee –

Participant will be charged a 15% administrative fee inclusive in the total cost of each service.

VI. Limitation of Liability and Indemnification

- A.** CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.
- B.** 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.

4313-WORK-2023-INC

Remote Supervision

October 17, 2023

Participation Agreement

Attachment A - Remote Supervision Program Order Form Template

[ORDER FORM #]**[DATE]****PARTICIPANT:****PAYMENT MADE TO:**

California Mental Health Services Authority

1610 Arden Way, STE 175

Sacramento, CA 95815

Remote Supervision Services*					
County	Date of Service Provided:	Use of Platform with Remote Supervisor(s):	Hours	Rate	Total
<i>Example County</i>	<i>7/1/23</i>	<i>Individual Supervision 1 associate; 1 supervisor</i>	<i>5</i>	<i>\$86.25</i>	<i>\$431.25</i>
Total Cost of Remote Supervision Services					<i>\$431.25</i>
Total					<i>\$431.25</i>

Authorized Signatory:

Name: _____

Date: _____











CalMHSA Amendment #1 CSR revised signature page

Final Audit Report

2024-12-26

Created:	2024-12-24
By:	Lucy Vincent (lvincent@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6uux4o_z4hCbZVpWr4UlgYmtAWQw4LOc

"CalMHSA Amendment #1 CSR revised signature page" History

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2024-12-26 - 4:49:55 PM GMT

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Signature:

Email:










CSR CalMHSA Remote Supervision Amend #2 FY23-27 \$39,000

Final Audit Report

2025-02-28

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INYO COUNTY BOARD OF SUPERVISORS

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

DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-828

Reappointment of Planning Commissioners Representing the First and Third Supervisorial Districts Planning Department ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Reappoint Howard Lehwald and Todd Vogel to four-year terms on the Planning Commission ending January 4, 2030, representing the First and Third Supervisorial Districts, respectively.

BACKGROUND / SUMMARY / JUSTIFICATION:

The terms of First Supervisorial District Planning Commissioner Howard Lehwald and Third Supervisorial District Planning Commissioner Todd Vogel recently expired. Mr. Lehwald and Mr. Vogel were asked to continue on by Supervisors Trina Orrill and Scott Marcellin as the Planning Commissioners for their respective Districts. Both acting Commissioners have also expressed interest in being reappointed. Mr. Lehwald has served one term on the Commission and Mr. Vogel two terms plus a partial term beginning in 2016. Both have served well and having them continue as Commissioners is a plus for planning staff and the county's citizens.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	023800
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could not re-appoint the Commissioners. This is not recommended as these appointments are currently expired and it is necessary to fill the positions to optimize the Commission's operations. Commissioner Lehwald and Commissioner Vogel are well qualified and an asset to the Planning Commission and Inyo County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Planning Commission and Planning Department. Numerous other departments and agencies that are affected by the actions of the Commission.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Revitalization Through Effective Planning
Thriving Communities | Community Supporting Infrastructure Improvements
Thriving Communities | Improve Housing Opportunities
Thriving Communities | Enhanced Transportation Services
Thriving Communities | Climate Resilience and Natural Resource Protection
Economic Enhancement | Sustainable Recreation Initiatives
Economic Enhancement | Collaborative Regional Economic Development
High Quality Services | High-Quality County Government Services
High Quality Services | Improved Access to Government

APPROVALS:

Cathreen Richards	Created/Initiated - 12/09/2025
Darcy Israel	Approved - 12/09/2025
Amy Shepherd	Approved - 12/10/2025
Keri Oney	Approved - 12/12/2025
John Vallejo	Approved - 12/16/2025
Denelle Carrington	Approved - 12/17/2025
Cathreen Richards	Final Approval - 12/17/2025

ATTACHMENTS:



INYO COUNTY BOARD OF SUPERVISORS

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

DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-863

Notice of Completion for the Runway 12-30 Safety Area Improvement Project Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director -
Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director -
Airports

RECOMMENDED ACTION:

Approve Resolution No. 2026-01, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Runway 12-30 Safety Area Improvement Project," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On September 2, 2025, Qualcon Contractors, Inc, of Minden, NV, was awarded the construction contract for the Runway 12-30 Safety Area Improvement Project at the Bishop Airport. On December 4, 2025, the final inspection was performed and the work was determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed work and authorizes the Public Works Director to record a Notice of Completion for the project. In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention must be returned to the Contractor.

FISCAL IMPACT:

Funding Source	Grant Funded - Federal Aviation Administration, Airport Improvement Program grant	Budget Unit	630600
Budgeted?	Yes	Object Code	5700
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Retention payment of \$65,777.90.
Future Fiscal Year Impacts
N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the resolution, which would result in the project remaining open. This is not recommended, as the work has been completed in an acceptable manner, and the Public Works Department is ready to close out the project grant with the Federal Aviation Administration.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Transportation Services
High Quality Services | Improved County Facilities

APPROVALS:

Ashley Helms	Created/Initiated - 12/15/2025
Darcy Israel	Approved - 12/15/2025
Keri Oney	Approved - 12/15/2025
John Vallejo	Approved - 12/16/2025
Amy Shepherd	Approved - 12/17/2025
Michael Errante	Approved - 12/18/2025
Denelle Carrington	Final Approval - 12/19/2025

ATTACHMENTS:

1. Notice of Completion Resolution
2. Notice of Completion

RESOLUTION #2026 - __

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
RUNWAY 12-30 SAFETY AREA IMPROVEMENT PROJECT**

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Runway 12-30 Safety Area Improvement Project has been completed by Qualcon Contractors, Inc. of Minden, NV in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Runway 12-30 Safety Area Improvement Project.

Passed, approved and adopted this _____ day of _____, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Denelle Carrington, Interim Clerk

by _____
Assistant Clerk of the Board

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

County of Inyo
c/o Director of Public Works
Public Works Department
168 N. Edwards Street
PO Drawer Q
Independence, CA 93526

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the **Runway 12-30 Runway Safety Area Improvement Project** on the property hereinafter described, was completed on **December 4, 2025** and was accepted by the Inyo County Board of Supervisors on **January 6, 2026**.
2. The property on which the **Runway 12-30 Runway Safety Area Improvement Project** has been completed is located on the grounds of **the Bishop Airport, at 703 Airport Rd, Bishop, CA 93514**.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, operates and maintains the **Bishop Airport, at 703 Airport Rd, Bishop, CA 93514..**
4. The undersigned, Michael Errante, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to the Resolution adopted **January 6, 2026**, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the **Runway 12-30 Runway Safety Area Improvement Project**, pursuant to contract with the County, is **Qualcon Contractors, Inc. of Minden, NV**.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions which are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated: _____

By: _____
Michael Errante, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, **Michael Errante**, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the **Runway 12-30 Runway Safety Area Improvement Project** and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated:_____

Michael Errante, PE, Public Works Director



INYO COUNTY BOARD OF SUPERVISORS

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

DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-823

Purchase Order for Crack Fill Sealant Material and Rent Application Equipment 2026

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Jose Rodriguez, Engineering Technician

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Authorize a purchase order in an amount not to exceed \$96,078.74, payable to CRAFCO of Chandler, AZ, for a 6-month Rental - Supershot 125D Kettle and 90,000 pounds of RoadSaver Low Tack Sealant.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Road Department is continuing its effort to maintain and improve the Inyo County roadways. A portion of this effort will require the purchase of 90,000 pounds of crack fill material and the rental of a kettle to apply it with.

Inyo County Road Department is utilizing Sourcewell, a cooperative purchasing program that provides nationally leveraged discount pricing through CRAFCO (Sourcewell Contract #050625-CFC). CRAFCO has been authorized to sell this contract directly. Pursuant to Inyo County Purchasing Manual Section III(B)(5), the Road Department may purchase this material and rent the kettle via Sourcewell / CRAFCO without soliciting bids.

Inyo County Road Department is recommending the Board to authorize the purchase of one (1) 6 month Rental-Supershot 125 Kettle and 90,000 pounds of Roadsaver Low Tack Sealant, to be delivered to the Road Department shop in Independence. The total expense, including delivery and taxes, is not to exceed \$96,078.74.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	Yes	Object Code	5309/5281
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Current fiscal year impact of \$96,078.74 out of the approved road budget; \$65,639.74 out of 034600-5309 for materials, \$30,439.00 out of 034600-5281 for associated rental costs.

Future Fiscal Year Impacts

Kettle rental will extend into next fiscal year; these funds will be encumbered.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this purchase order. This is not recommended, as the Inyo County Road Department does not currently own the kettle and sealant to repair Inyo County's Roads.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel; Auditor's Office

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Supporting Infrastructure Improvements
High Quality Services | High-Quality County Government Services

APPROVALS:

Jose Rodriguez	Created/Initiated - 12/15/2025
Darcy Israel	Approved - 12/15/2025
Jose Rodriguez	Approved - 12/15/2025
Sarah Wilson	Approved - 12/15/2025
Gordon Moose	Approved - 12/17/2025
Shannon Platt	Approved - 12/17/2025
Amy Shepherd	Approved - 12/17/2025
Keri Oney	Approved - 12/18/2025
John Vallejo	Approved - 12/22/2025
Michael Errante	Approved - 12/22/2025
Denelle Carrington	Final Approval - 12/22/2025

ATTACHMENTS:

1. Quote - Kettle Rental
2. Quote - Low Tack Sealant



SOURCEWELL CONTRACT
#050625-CFC

BBBQ77629

6165 W. Detroit St.
Chandler, AZ 85226
(602) 276-0406 (800) 528-8242
FAX: (480) 940-0313

Date Quoted 12/3/2025
Expiration Date 1/30/2026

Quote To:	Account Code: 918545	Ship To:	Account Code: 918545
INYO COUNTY ROAD DEPT CA		INYO COUNTY ROAD DEPT CA	
Jose Rodriguez		750 S CLAY ST	
PO BOX Q		INDEPENDENCE, CA 93526	
INDEPENDENCE, CA 93526		US	
US			
Phone: 760-878-4063			
Fax: 760-878-2001		INYO COUNTY ROAD YARD	
Email: jrodriguez@inyocounty.us		760-937-3027	

Project Title:			
Start Date:	4/1/2026	Ship Via:	Truck/Common Carrier
Effective Dates:	1/1/2026 TO 1/30/2026	Sales Group:	SRC- SOURCEWELL
Terms:	NET 30	Quoted By:	Daniel Martin
F.O.B.:	PPD- ADD FREIGHT	Sales Office:	WR3- Daniel Martin

Estimated Time to Ship After Receipt of Order:

Customer:	INYO COUNTY ROAD DEPT CA	Quote Number	BBBQ77629
Project Title:		Date	12-03-25

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
MONTH-SS125D	RENTAL- SUPERSHOT 125D	MONT H	6	\$4,600.0000	\$27,600.0000

Sales Tax \$2,139.00
Shipping \$700.00
Contract Total \$30,439.0000

COMMENTS:

FOB Fontana, CA
List price is \$5,500.00/ mo. discounted to \$4,600.00/ mo.
For questions contact Daniel Martin at 559-593-8363 or daniel.martin@crafco.com

NOTE:**WARNING:**

Products on this quote may be labeled in accordance with California Proposition 65.

For Terms and Conditions of purchases go to: <https://crafco.com/Terms-of-Sale.pdf> <https://crafco.com/Terms.pdf>

Quantities may be limited at Crafco's discretion.

Pricing and availability are subject to change without notice.

Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

FOB DEFINITIONS:

PPA- Delivered; freight included.

PPD- Delivered; freight separate.

Pavement Preservation Products Restocking Policy**RETURN POLICY**

Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.

All returns are subject to restocking fees.

All products returned must be in the original packaging and be in good and salable condition.

Crafco reserves the right to charge repackaging fees in addition to restocking fees.

The customer is responsible for all shipping costs of returned products.

Request information on the acceptability for returns for any specific product when ordering.

Nonreturnable Products

Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned.

No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

Restocking Fees

All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
All Other Products	25% of product purchase price

How to Return an Item

1. To obtain authorization contact your customer service representative.
2. A written authorization will be faxed or emailed to you.
3. A copy of the Return Authorization must accompany the material being returned.



SOURCEWELL CONTRACT
#050625-CFC

BBBQ77627

6165 W. Detroit St.
Chandler, AZ 85226
(602) 276-0406 (800) 528-8242
FAX: (480) 940-0313

Date Quoted 12/3/2025
Expiration Date 1/30/2026

Quote To:	Account Code: 918545	Ship To:	Account Code: 918545
INYO COUNTY ROAD DEPT CA		INYO COUNTY ROAD DEPT CA	
Jose Rodriguez		750 S CLAY ST	
PO BOX Q		INDEPENDENCE, CA 93526	
INDEPENDENCE, CA 93526		US	
US			
Phone: 760-878-4063			
Fax: 760-878-2001		INYO COUNTY ROAD YARD	
Email: jrodriguez@inyocounty.us		760-937-3027	

Project Title:			
Start Date:	4/1/2026	Ship Via:	Truck/Common Carrier
Effective Dates:	1/1/2026 TO 1/30/2026	Sales Group:	SRC- SOURCEWELL
Terms:	NET 30	Quoted By:	Daniel Martin
F.O.B.:	PPD- ADD FREIGHT	Sales Office:	WR3- Daniel Martin

Estimated Time to Ship After Receipt of Order:

Customer:	INYO COUNTY ROAD DEPT CA	Quote Number	BBBQ77627
Project Title:		Date	12-03-25

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
34543-SRC-BOX-TL	ROADSAVER LOW TACK SEALANT	LB	90,000	\$0.6463	\$58,167.0000

Sales Tax \$4,507.94
Shipping \$2,964.80
Contract Total \$65,639.7400

COMMENTS:

FOB Chandler, AZ
Box: Product comes in 30 lb boxes, 75 boxes/pallet, 2,250 lbs/pallet
Sourcewell pricing is \$0.6463/ lbs. discounted from list price of \$1.39/ lbs.
For questions contact Daniel Martin at 559-593-8363 or daniel.martin@crafco.com

NOTE:**WARNING:**

Products on this quote may be labeled in accordance with California Proposition 65.

For Terms and Conditions of purchases go to: <https://crafco.com/Terms-of-Sale.pdf> <https://crafco.com/Terms.pdf>

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Crafco reserves the right to charge repackaging fees in addition to restocking fees.

The customer is responsible for all shipping costs of returned products.

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No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

Restocking Fees

All returnable products have a restocking fee if returned.

Product	Restocking Fee
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All Other Products	25% of product purchase price

How to Return an Item

1. To obtain authorization contact your customer service representative.
2. A written authorization will be faxed or emailed to you.
3. A copy of the Return Authorization must accompany the material being returned.



INYO COUNTY BOARD OF SUPERVISORS

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

DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-881

Office of Traffic Safety Grant FY 2026-2027

Sheriff

ACTION REQUIRED

ITEM SUBMITTED BY

Lindsey Stine, Community Relations Liaison

ITEM PRESENTED BY

Lindsey Stine, Community Relations Liaison

RECOMMENDED ACTION:

Authorize the submission of the Office of Traffic Safety FY 2026-2027 grant program application.

BACKGROUND / SUMMARY / JUSTIFICATION:

Data analysis is essential to understanding who is crashing, where they're crashing, and why. The Office of Traffic Safety (OTS) reviews local, county, and state crash data to identify roadway users – motorists, pedestrians, bicyclists, teens, older drivers, for example – with a statistically higher crash risk. This data, combined with citation, licensing, vehicle miles traveled, and demographic information, is analyzed to help the OTS and its partners understand what is prompting crashes and the resulting injuries and fatalities on California's roadways not only statewide, but also at the county and city level. The OTS uses crash rankings to help individual cities compare their traffic safety statistics to those of a similar population size. The OTS and cities use this data to monitor progress in addressing ongoing traffic safety problems as well as to identify emerging issues.

FISCAL IMPACT:

Funding Source	Grant Funded — Office of Traffic Safety — Federal Funding through the state of California	Budget Unit	TBD
Budgeted?	No	Object Code	TBD
Recurrence	Ongoing Expenditure — Reimbursement Grant	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$100,000.00 for the period between Oct 1, 2026, and Sept 30, 2027
Future Fiscal Year Impacts
Up to \$100,000.00 for the period between Oct 1, 2026, and Sept 30, 2027
Additional Information

This is for approval to submit the grant application by January 31, 2026.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could not approve the grant submittal. This alternative is not recommended as the awarded funds will assist in efforts of traffic enforcement and safety.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Lindsey Stine	Created/Initiated - 12/19/2025
Darcy Israel	Approved - 12/19/2025
John Vallejo	Approved - 12/22/2025
Amy Shepherd	Approved - 12/22/2025
Denelle Carrington	Approved - 12/22/2025
Stephanie Rennie	Final Approval - 12/29/2025

ATTACHMENTS:

1. Grant Program Manual
2. Office of Traffic Safety Grant One-Sheet
3. Grant Processing Request Form



Grant Program Manual

Federal Fiscal Year 2026

This manual establishes consistent program and project management procedures for the California Office of Traffic Safety (OTS) staff and subrecipients (agencies/organizations receiving federal grant funds from the OTS) to guide the administration of the state's highway safety program in compliance with National Highway Traffic Safety Administration guidelines. Best practice requires the OTS to have a current manual which documents standard operating procedures and the management of the highway safety program. This manual contains a written record of current approved administrative and financial procedures; however, it does not specifically address all regulations. Periodic changes and additions to the manual may be necessary to meet changing federal and state laws and/or to improve program management and fiscal procedures. When an agency or organization accepts federal safety funds, it also agrees to fully comply with all requirements in this manual and any periodic changes that may be made during the grant period.

Contact Information
California Office of Traffic Safety
2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(916) 509-3030
ContactOTS@ots.ca.gov

[OTS Website](#)

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Chapter 1 – Introduction

Section 1.01: Purpose

The California Office of Traffic Safety (OTS) is under the direction of the California State Transportation Agency (CalSTA) and is tasked with developing and implementing a highway safety program that addresses the behavioral factors that impact traffic safety. The purpose of this Grant Program Manual (GPM) is to provide consistent guidance in the administration of the OTS highway safety program, so that it follows state and federal regulations. The GPM contains a written record of approved administrative and financial procedures, which all OTS grantees must follow. This GPM does not address all regulations and occasional reference to other California state government manuals and policies may be necessary.

Section 1.02: Mission and Vision Statement

Mission:

Deliver traffic safety programs to prevent people from being killed and seriously injured in California.

Vision:

All people will be safe on California roads.

Section 1.03: Grant Program Funding Overview

The OTS funding, which is awarded to the state by the National Highway Traffic Safety Administration ([NHTSA](#)), includes the Highway Safety Program (23 USC § 402), the National Priority Safety Program (23 USC § 405), and the Minimum Penalties for Repeat Offenders for Driving While Intoxicated or Driving Under the Influence Program Transfer (23 USC § 164). These programs are included in the five-year, national transportation funding bill known as the Infrastructure Investment and Jobs Act ([IIJA](#)). **The OTS highway safety program is a reimbursement program whereby a grantee will expend their funds to perform the work and then submit a claim and necessary documentation for reimbursement by the OTS.**

The OTS cannot directly fund a 501(c)(3) non-profit organization; however, these entities are eligible for funding through a host government or public entity as a contractor.

Chapter 2 – Triennial Highway Safety Plan Development

Section 2.01: Overview

The goal of the behavioral highway safety program is to ensure all roadway users arrive at their destination safely. To accomplish this, the OTS develops a Triennial Highway Safety Plan (3HSP) along with an Annual Grant Application

(AGA) and submits both documents to NHTSA. These documents outline and implement a data-driven highway safety program that uses proven countermeasures to help address unsafe behaviors such as seat belt usage, speeding, impaired and distracted driving that are contributing factors in serious injury and fatal motor vehicle crashes.

Section 2.02: Traffic Safety Problem Identification and Program Areas

The 3HSP addresses the priority program areas including:

- Alcohol impaired driving
- Distracted driving
- Drug-impaired driving
- Emergency medical services
- Motorcycle safety
- Occupant protection
- Pedestrian and bicycle safety
- Police traffic services
- Public relations, advertising, and marketing program
- Roadway safety and traffic records

Identification of roadway traffic safety problems is conducted on a statewide basis for each program area. Problem identification is the process of gathering and analyzing data and information from a variety of sources and using what is learned to prioritize limited resources for the implementation of proven and innovative countermeasures that will help prevent crashes on California's roads. Gathering and analyzing data and other pertinent information, along with conducting meaningful public participation and engagement, are the strategic approach the OTS uses to guide the problem identification process. This approach ensures that the OTS understands the extent of the traffic crash problem with a focus on identifying the geographic areas where crashes are occurring and the appropriate strategies to help address them.

Numerous data resources are used to determine and prioritize the state's traffic safety problems. These include federal priorities, past evaluations, recommendations from the most recent NHTSA program assessments, and the latest edition of NHTSA's [Countermeasures That Work](#).

The 3HSP not only describes what will be done to address these program areas, but also the goals and performance measures used to gauge progress. Program goals and performance measures are selected based on severity, economic costs and number of agencies available to implement projects using proven countermeasures.

Public Participation and Engagement

Highway safety problem identification not only involves data collection and analysis, but also meaningful public participation and engagement (PP&E) from communities affected by traffic crashes that result in death and serious injury. The PP&E is a meaningful process that proactively seeks full representation from communities, considers public comments and feedback, and incorporates that feedback into a project, program or plan.

Chapter 3 – Grantee Project Development and Grant Applications

Section 3.01: Overview

Each project considered by a government agency must address an emphasis area identified in the 3HSP, be data-driven and utilize proven and/or promising countermeasures that will help the OTS achieve its performance targets. Grant applications are reviewed for completeness, potential impact on improving safety, reasonableness of the budget request, and the applicant's past performance.

Section 3.02: Project Solicitation and Development

The annual project solicitation process begins by notifying Grant Electronic Management System (GEMS) registrants through email of the open application period for the next federal fiscal year (October 1-September 30) and of funding workshop dates. The message also announces when grant application forms and instructions will be available on the [Grants/Apply Now](#) page found on the OTS website.

If a grantee is not registered with GEMS, new users can apply on the Grants/Apply Now page. In addition to the announcement for grant opportunities, potential applicants can view other resources such as the OTS *Grant Application Workshop Presentation Deck* or the OTS *Grant Application Workshop*. The *Regional Grant Application Workshops* are given in order to generate interest in a particular program area identified in the 3HSP and to address questions about the grant application process.

The annual grant cycle is summarized in this table:

MONTH	ACTIVITY
December	OTS announces upcoming grant application period. OTS conducts grant workshops.
January	Deadline to submit grant applications is January 31st.
February – May	OTS reviews the grant applications.
June	OTS submits grants to CalSTA for approval. OTS notifies applicants of grant application status. OTS holds pre-3HSP and AGA meeting with NHTSA.
July – September	OTS sends grant agreements to applicants for review and signature. OTS submits the 3HSP and AGA to NHTSA.
September	NHTSA approves the 3HSP and AGA. Signed grant agreements are due to OTS from applicants. Once signed, applicants are referred to as grantees. September 30th is the end of the federal fiscal year.
October – December	October 1st the federal fiscal year begins. OTS holds pre-operational meetings with grantees. OTS prepares and submits the Annual Report to NHTSA and the state legislature.

All grant applications are due January 31st.

Section 3.03: Grant Application and Submission

The OTS must determine if the agency or organization applying for a federal highway safety grant is eligible and has the appropriate expertise, leadership and authority to properly implement and manage the proposed project.

Projects must align with the problem identification, performance targets and strategies found in the 3HSP. The planned activities to be funded must be identified and clearly explain in detail how they support an evidence-based countermeasure. This explanation should show a logical sequence of events that will be undertaken to help the OTS achieve its performance target(s). Strategies, projects and proposed countermeasures should be selected based on analysis of current and relevant data. Innovative and/or promising countermeasures may be implemented if there is data justifying their selection or an example illustrating how the selected countermeasure has been successfully implemented by others.

Before applying applicants need to review these questions:

- Will the grant funds be used to support one of the program priority areas listed above?
- Can the applicant's organization pay for project expenses with their own funds and then wait 90 days for reimbursement?
- Is the applicant's organization a government or public entity? If the organization is a 501 c (3) then the applicant will need a government or public entity to act as the host agency.
- Has the applicant cleared a [Single Audit](#)?
- Does the applicant have a [SAM](#) number?
- Is the applicant's agency able to provide traffic safety data that demonstrates how the applicant's program will save lives on California roadways and be able to demonstrate using performance measures with one-year of funding?

If the applicant is unsure about whether their proposed project meets the necessary criteria, please contact OTS at (916) 509-3030 or go to [OTS Grants](#) to start an application.

Eligible agencies or organizations must be able to:

- Deliver services promptly.
- Manage public funds efficiently.
- Have internal management and financial controls in place.
- Collaborate with other communities and government and/or private organizations.
- Develop data-driven plans that solve highway safety problems.
- Adequately evaluate the success of a project.
- Demonstrate they are not on any debarment or suspension list.
- Provide payroll verification, accounting records, receipts/invoices, and other back up documentation to support the grant expenses and activities.

Grant Types

Two types of grant applications are available in GEMS, General Grants and Grants Made Easy (GME). A qualifying government or public entity determines which type to use based on the problem to be addressed. Problem identification should be determined through analysis of local crash data, as well as data from the California Highway Patrol (CHP). Reports must be requested from the CHP so planning the request early in the process is essential. The [OTS Crash Rankings](#) for California cities and counties is also available.

General Grants – A general grant application should be made by a government or public entity if they are seeking funds to address traffic safety problems other than what is listed on a GME. The general grant application can be customized to fit the specific needs of a government or public entity.

GME – A GME application includes pre-determined goals, objectives and activities by focus area such as DUI Courts, Emergency Medical Services (EMS), Occupant Protection, Pedestrian and Bicycle Safety, Probation, Selective Traffic Enforcement Program, Motorcycle Safety, Traffic Records Improvement Project, and Vertical Prosecution. As part of the application process, templates are designed and used to facilitate ease of preparing and submitting a grant application.

Application Submission

GEMS provides a paperless system for application entry, allocation of funds, budgeting, tracking expenditures, monitoring grant performance, and supporting the development of reports required by state and federal agencies.

Grant applications must be submitted before 11:59 pm on January 31.

Access to the GEMS application forms is only available during the open application period; however, application training resources are available year-round. First time GEMS users are required to register and must be granted access by the OTS. Returning users can login using their existing credentials. Review the [GEMS webpage](#) for more guidance.

Application templates include the following sections:

- Agency Identification: Specific information regarding the agency including the agency SAM number
- Problem Statement: A statement that details problem to be solved
- Supporting Statistical Data: Data needed that thoroughly documents the problem
- Proposed Solution: Includes a discussion of what strategies will be taken to solve the problem and what resources will be used to leverage implement the intervention
- Goals and Objectives: The goals and objectives need to be specific, measurable, action-oriented, realistic, time-framed (SMART)
- Method of Procedure: This includes a plan for daily management of the grant and a plan for reducing reliance on federal grant funding in the future
- Evaluation: General and GME grant applications outline media, data collection and reporting, evaluation, and administrative support requirements
- Budget items and Budget Narrative: This includes a detailed budget estimate with supporting narrative, that includes all cost categories – personnel costs, travel expenses, contractual services, equipment (\$10,000 or more per unit, including tax and shipping), and direct and indirect costs. Each category must be detailed by individual line items

- Supporting documents - While not required, it is strongly recommended that grant applications include a letter(s) of support from the governing body such as the Board of Supervisors, City Council, etc., and, if applicable, the community.

All sections of the application must be complete for GEMS to accept the submission. GEMS will provide an individual application number. The system allows the application to be saved and for the applicant to make multiple entries so that an application can be built over a period of time. Guidance is provided within GEMS to explain field entry requirements. Once submitted, the application is locked and cannot be altered by the applicant. To protect the integrity of the submission, the OTS can only view the application during the review process.

GEMS will inform the applicant of a successful submission by email. At this stage the application status is automatically updated to "Submitted".

Section 3.04: Grant Application Review

Once the grant application submission process is closed, each application goes through a review and evaluation process. The application is assigned to a Program Area Review Team. The OTS Grant Coordinators (member of team) will review the application to determine if it:

- Will contribute to the California Traffic Safety Program
- Is compatible with NHTSA and OTS grant funding policies
- Falls under the OTS' funding priorities, includes best practices and is a Strategic Highway Safety Plan ([SHSP](#)) priority
- Addresses a serious problem that's supported through comprehensive crash data analysis
- Targets high-risk populations, high-risk behaviors, and high crash locations
- Is reasonable and proportional (strategy, time frame, budget) to the identified problem
- Is a continuation of an existing grant, was funded within the past five years or previously submitted and denied for funding and why.

Following this in-depth evaluation, the Program Area Review Team collectively prioritizes the applications and presents their assessment to the OTS management, including the Director. The OTS then forwards its application funding recommendations to CalSTA for approval. All approved applications are included in the AGA, which is submitted on or before August 1 to NHTSA for their review and approval.

Risk Assessment

Prior to awarding a grant agreement, the OTS must evaluate and document the risk for each applicant selected for federal grant funding. The OTS will assess the applicant's risk of noncompliance with federal statutes, regulations and the terms and conditions of the grant as well as the applicant's financial stability, quality of management systems, history of past performance, and prior audit findings, if applicable. If the applicant does pose a risk, but the proposal has merit, the OTS may, as a condition of awarding grant funds, conduct a pre-funding assessment meeting with the applicant, and/or impose specific terms or conditions. This information will be used to determine the appropriate level of project monitoring if a grant is awarded.

Chapter 4 – Grant Agreement

Section 4.01: Overview

The process from grant application to a fully executed grant agreement can take several months. Following CalSTA review and approval of the 3HSP and AGA funding recommendations, the OTS will notify the government or public entity via an email, generated by GEMS, of the status of their application. Successful applications are converted by the GEMS into a draft grant agreement and assigned a grant number.

Section 4.02: Draft Grant Agreement

The OTS works with the grantee to prepare the draft grant agreement using information included in the original grant application as well as any changes to the budget and/or strategies discussed. The draft grant agreement consists of the following that is taken directly from the original grant application:

Traffic Safety Grant Agreement

The Traffic Safety Grant Agreement summarizes the terms and conditions of the contract between the grantee and OTS. This includes:

- Grant number
- Grant title
- Name of the applicant agency
- Agency
- Agency department to administer the grant
- Grant period
- Grant description including the data supported purpose, activities such as strategies, tasks, reporting, and evaluation methods
- Amount of federal funds allocated
- Contact information and approval signatures of the Authorizing Official, Grant Director, and the Fiscal Official

- Authorizing official from the OTS contact information and approval signature
- Agency's SAM number
- Budget funding data
- NHTSA transparency reporting requirements
- Accounting Officer from the OTS and approval signature

Schedule A

- Problem statement describing the jurisdiction that will be impacted, the problem to be addressed supported by data, and the target population that the grant will serve
- Performance measures, including goals and objectives
- Method of procedures identifying the tasks to be conducted to accomplish the grant performance measures
- Method of evaluation using the data compiled during the grant, the Grant Director will complete a final evaluation that should provide a brief summary of the grant's accomplishments, challenges and significant activities.
- Administrative support statement from the appropriate governing body or official such as city council, board of supervisors, county executive, city manager

Schedule B

Detailed Budget Estimate and Narrative

The detailed budget estimate covers the entire grant year and federal funding source information is provided to assist with single audit compliance. The budget and associated costs are divided into these six categories:

- *Personnel Costs*: This includes all classifications applicable to the grant, the hourly rate, based on the method of compensation for that classification, and percentage applicable to the grant. Overtime salaries must be broken out separately from regular pay. Reasonable cost of living increases, or merit increases are estimated and included. Benefits are also included under personnel costs and need to be broken out in a separate budget line item. Estimated costs for this category should be provided by the agencies fiscal official.
- *Travel Expense*: This includes the estimated cost of grant-related travel expenses, both transportation and per diem, and is segregated by in-state and out-of-state travel using the subrecipient's established reimbursement rates. If the subrecipient does not have a travel policy with established reimbursement rates, standard reimbursement rates apply per the California Department of Human Resources ([CalHR](#)).
- *Contractual Services*: This describes the estimated cost of services to be provided for each contract awarded on the grant using descriptive titles such as CPS Training, Evaluation Services, Public Awareness Campaign,

etc., rather than a specific firm, agency, or individual name. Each contract must have its own sub-budget detailing the contractors' expenses. For each contract, the agency is required to follow its established contracting policies. Approval of the grant agreement does not imply agreement for a *sole source* contract.

- *Equipment*: This includes the estimated cost of each equipment item that costs \$10,000 per unit or more and has a useful life of more than one year. The total cost of equipment includes modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for grant purposes as well as tax, shipping and installation. All applicable discounts are excluded in the cost estimate.
- *Direct Costs*: This details the estimated cost of any other allowable direct grant expense not covered under the previous categories including services not requiring contractual agreements and minor equipment such as educational materials, radar devices, child safety seats, bike helmets, and checkpoint supplies that support the grant goals and objectives. The agency must follow its established procurement policies. (Note: If a line item cost in this category is based on an allocation, it must be identified in the line item title as *Allocated Office Supplies* or *Communication Allocation*. Cost allocation plans may be requested to determine if costs are equitably distributed to the grant.
- *Indirect Costs*: This details costs incurred for common or joint purposes, such as telephone, supplies, administrative salaries etc., that are not a direct cost to the grant. An indirect cost benefits more than one cost objective and should be prorated equitably among all applicable functional areas. Estimated costs for this category should be provided by the agencies fiscal official and supported by a current federal fiscal year Indirect Cost Rate approval letter from a federal agency.
- Statements and disclaimers

Federal guidelines prohibit using federal grant funds to pay for routine and/or existing state or local activities that carry out the overall responsibilities of state, local, or federally recognized Indian tribal governments. This practice is known as general costs of government. If a grant includes funding for straight time personnel, the OTS requires the subrecipient include the following statement: *Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.*

Certification and Assurances apply to the grantees and OTS and can be reviewed in Appendix A.

Section 4.03: Final Grant Agreement

Once the draft grant agreement is approved in GEMS, it is converted into a final grant agreement. The assigned OTS Grant Coordinator e-mails a copy to the Primary Contact and grant officials listed on the agreement with completion instructions. The official will also receive a GEMS User Authority form to designate individuals who can access the departments grant documents in GEMS. The Authorizing Official, Grant Director, and the Fiscal Official will electronically sign the grant and the designation form. If the agreement requires governing body approval, the agency should notify the OTS of the timetable for that process.

Once the agreement is returned to the OTS, the agreement is signed by the appropriate OTS authority. The agency will then receive notification that the grant is active and can be viewed and downloaded from GEMS. The signatures of the grant officials indicate that the grantee agrees to comply with the requirements outlined in the grant agreement. Once a grant agreement is signed by the authorized official and the OTS, it is a legally binding document. The grantee may not proceed with any expenditure associated with the grant until the authorizing official receives notification from the OTS stating the effective grant agreement start date.

Section 4.04: Pre-Operational Review

The OTS conducts a pre-operational review with all grantees within the first 90 days after the grant period begins. The review is conducted either by phone, virtually, or in-person with the OTS Grant Coordinator at a mutually agreed upon time and location. Since the purpose of the meeting is to review in detail the grant operational and fiscal requirements outlined in the OTS grant agreement, the individual(s) responsible for administering the grant should attend the meeting. The Authorizing Official, Fiscal Official, and Grant Director are strongly encouraged to participate in the pre-operational review, if available. The OTS Grant Coordinator will review the grant goals and objectives along with base year data; equipment report, if applicable; the grant claim invoice and detail; and quarterly performance report. After the pre-operational review, a report is generated by the OTS Grant Coordinator in GEMS which lists all who were in attendance, what was discussed and any other pertinent information.

Chapter 5 – Grant Requirements

Section 5.01: Budget Contingency and Funding

Once the grant has been executed, the OTS will reimburse the grantee for expenditures related to approved grant activities. The objectives outlined in the grant agreement must be accomplished during the grant period, and expenditures must align with the approved budget. **Costs incurred before the effective start date or after the end date of the grant agreement period will not**

be eligible for reimbursement. Reimbursement of costs claimed may not exceed the obligated federal funds. Reimbursement is contingent upon grantee compliance with grant requirements, and sufficient funds being appropriated and obligated by the federal government. The OTS makes neither representation nor guarantee regarding the availability of federal highway safety funds for first or subsequent year funding.

Reimbursement of approved grant expenditures is contingent upon the grantee complying with all grant requirements and the appropriation of sufficient funds by the federal government and the California OTS. The OTS does not represent or guarantee the availability of federal highway safety funds for initial or subsequent year funding. If during the term of the grant federal funds are reduced or eliminated, the OTS may immediately terminate or reduce the grant award upon written or email notification to the grant officials. The grantee will have 30 days from the notification to submit a final claim for costs incurred up to the notification date.

The grantee understands that the grant agreement is written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the grant agreement was executed after the determination was made.

The grant agreement is valid and enforceable only if sufficient funds are made available to OTS by NHTSA for the purpose of the highway safety program. In addition, the grant agreement is subject to any additional restrictions, limitations, conditions, or statutes enacted by NHTSA or the State Legislature that may affect the provisions, terms, or funding of the grant agreement in any manner.

If NHTSA does not appropriate sufficient funds for the program, the grant agreement shall be amended to reflect any reduction in funds.

Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent on the receipt of federal funds by a state agency.

The OTS has the option to terminate the grant agreement at any time or to amend the grant agreement to reflect any reduction of funds.

Termination for Cause

The State may terminate this grant agreement and be relieved of any payments should the subrecipient fail to perform the requirements of this grant agreement at the time and in the manner herein provided. (Reference: DGS Standard Agreement "[General Terms and Conditions](#)", Appendix D of this manual)

Termination without Cause

Either party may terminate without cause upon thirty days written notice to the other party. All work performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement (Reference: [State Contracting Manual, Chapter 9.12](#)).

Section 5.02: Regulations

Two sections of the Code of Federal Regulations (CFR) govern the operation of state highway safety programs.

23 CFR Part 1300 – Uniform Procedures for State Highway Safety Grant Programs.

By regulation, NHTSA prescribes the requirements for the operation of the state highway safety grant programs. The Infrastructure and Investment Jobs Act ([IIJA](#)) was signed into law on November 15, 2021. 23 CFR Part 1300 details the operational requirements under IIJA.

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards or the “**Grants Guidance**” was developed to establish consistency and uniformity among federal agencies in the implementation and management of grants and cooperative agreements with state, local and federally recognized tribal governments. The Grants Guidance applies to the recipients (states) and grantees (local government, nonprofits and other entities) of federal grant funds.

Agencies receiving highway safety funds must adhere to these requirements and the OTS is as restrictive as the requirements of 23 CFR Part 1300 and 2 CFR Part 200; however, the OTS may be more restrictive to allow time for the submission of reports to NHTSA which include grantee information. **Refer to Appendix B** of the manual.

The expenses and costs eligible for reimbursement under the highway safety program are those stipulated in the approved grant budget. To be allowable, costs must be necessary, reasonable, allocable, and expended according to the appropriate federal and state statutes or grant regulations.

When evaluating reasonable cost, grantees should consider the following:

- Is the cost generally recognized as ordinary and necessary for the performance of a government or public entity?
- Does the cost exceed the market price for comparable goods or services?
- Was restraint used and requirements followed?
- Did the person act prudently and responsibly in expending public funds?

- Did the grantee adhere to established procurement practices thereby ensuring the cost to the OTS is justifiable?

All procurement and contractual transactions must be conducted in a full, open and competitive manner. Sole source procurement or contracting is discouraged, because it is inconsistent with a policy of full and open competition. Grant management rules require the OTS to monitor grantees to ensure compliance with applicable federal requirements and cost principles.

Section 5.03: Audit

Audits are conducted to determine the fiscal integrity of financial transactions and reports, as well as compliance with laws, regulations and administrative requirements. All grants awarded by the OTS are federally funded and recorded in the catalog of Federal Domestic Assistance (CFDA). If a grantee expends over \$1,000,000 in federal funds from any source, a single audit procedure is required by the Single Audit Act for State and Local Agencies. All agencies meeting this threshold must submit a copy of their completed audit to the [California State Controller's Office](#).

Grantees that have not met the federal single audit requirement will receive a letter from the OTS requesting resolution. If a grantee is unable or unwilling to have an audit conducted the OTS may administer the following sanctions:

- Withhold a percentage of the grant award
- Withhold or disallow overhead cost
- Suspend the grant until the audit is conducted or an exemption certification is submitted or
- Terminate the grant

In addition to the federal single audit requirement, the California Department of Finance Office of State Audits and Evaluations ([OSAE](#)) conducts financial and compliance audits and monitoring activities on behalf of the OTS in accordance with government audit standards. These audits are performed to aid the OTS in complying with federal audit requirements and grant fund oversight.

Section 5.04: Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act ([FFATA](#)) was signed into law in 2006 and requires the OTS to report each subaward that obligates \$30,000 or more in federal funds during the grant year. Subaward reporting was previously entered on the Federal Subaward Reporting System (FSRS), but on March 6, 2025 the FSRS.gov tool used to report on subaward data was retired and will now be done in [SAM.gov](#).

Section 5.05: Procurement Standards

A grantee of federal grant funds awarded by the OTS must follow the same policies and procedures it uses for procuring goods and services with nonfederal funds provided they conform to applicable state laws as well as federal laws and standards outlined in the [§ 200.318 General procurement standards](#). A copy of the grantee's established procurement procedures must be readily available for audit purposes upon request from the OTS. State government agencies must comply with contract and procurement policies and procedures set forth in the [California State Administrative Manual](#) and the [California State Contracting Manual](#). Three competitive bids should be secured for each purchase or service.

Purchases or contracts awarded by a non-competitive process or sole source are allowed only when small purchase procedures, sealed bids or competitive proposals are unfeasible, and the following applies:

- Goods or services are only available from a single source.
- Public need or emergency will not permit a delay resulting from a competitive solicitation.
- Competition is determined to be inadequate after soliciting a number of sources.

Sole source approvals must be granted in accordance with the grantee's procurement and contracting directives addressing non-competitive procurement and contracting. All exceptions must follow state guidelines. The [Buy America Act](#) prohibits grantees from using highway grant funds to purchase products over \$5,000.00, unless they are manufactured or assembled in the U.S. This prohibition applies to steel, iron and all manufactured products, unless a waiver is granted by the U.S. Secretary of Transportation. There is no minimum purchase threshold that exempts the need for a waiver under the Buy America Act.

Section 5.06: Contractual Services

Grantees may use consultants and contractors, secured through a competitive bid or proposal, to achieve the goals and objectives outlined in the grant. The grantee should not enter into a contract until the grant agreement is signed and authorized by the OTS. The grantee is responsible for verifying contractor eligibility by checking the System for Awards Management ([SAM](#)) website or adding a self-certification clause or condition to the contract.

When using OTS grant funds, the grantee is responsible for managing all contracts including:

- Ensuring the contractor complies with all contract provisions.
- Ensuring services are performed according to the quality, quantity, objectives, timeframes, and manner specified in the contract.

- Ensuring that all work is completed and accepted before the contract expires.
- Assessing and requesting amendments, renewals or new contracts as required allowing sufficient time to process and execute these changes before the contract expires to prevent lapse in service.
- Ensuring that contracts are amended after any grant agreement revision that affects the contract terms.
- Reviewing and approving invoices for payment, ensuring payments are made in accordance with contract terms, all costs are budgeted and allowable, and work has been performed.
- Monitoring contract expenditures to ensure there are sufficient funds to pay for all services rendered as required by the contract.
- Verifying all requirements of the contract are fulfilled before submitting the final invoice
- Ensuring that all Personnel Activity Reporting (PAR) requirements are met.

Nothing contained in the grant agreement creates a contractual relationship between the OTS or the State of California and the grantee's contractor. The grantee is responsible for monitoring the activities of their contractor to ensure it is achieving the desired results as outlined in the contract and grant agreement, and that federal grant funds are used for purposes authorized in the grant agreement and in compliance with federal and state statutes and regulations. The grantee, not the OTS or the state, is responsible for paying its contractors. The grantee is the responsible party and remains liable for the performance of the terms, conditions, assurances, and certifications of the grant agreement that specifically relate to the contractor. The grantee is as fully responsible to the OTS and the state for the acts and omissions of its contractors and the contractor's employees as it is for its own employees. In the event of a contractual and/or administrative issue arising out of a contract entered into in support of the grant agreement, the grantee, not the OTS or the State of California, is responsible for resolving all disputes, claims or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct on the part of the contractor.

Section 5.07: Non-Profits

Contractual agreements with 501(c)(3) non-profit organizations registered with the [California Secretary of State](#) are allowable and must be on a cost reimbursement basis and include detailed budgets with budget narratives descriptive enough to limit misinterpretation of allowable cost items. If the value of the contract is more than \$150,000, the host agency is responsible for conducting pre-award reviews, as necessary, to determine if the non-profit can perform in accordance with the terms, conditions and specifications in the

contract and all applicable state and federal requirements. The review should determine:

- The propriety of the amounts in the cost proposal
- The ability of the contractor's accounting system to accumulate and segregate reasonable, allocable and allowable costs for charges related to the contract
- That the agreement complies with all applicable state and federal procurement criteria.

The pre-award audit may be waived if the non-profit has a successful history with the host agency.

Section 5.08: Traffic Enforcement Agencies

A grantee's traffic enforcement personnel and any equipment funded under a grant agreement must be solely dedicated to supported enforcement tasks associated with the grant agreement unless a crime is committed in the officer's presence or the officer is responding to a distress call. *Nothing in the grant agreement should be interpreted as a formal or informal requirement that a police officer issue a specified or predetermined number of citations.* Law enforcement agencies see Appendix C for additional terms.

Section 5.09: Institutions of Higher Educations

Colleges and universities may enter into contracts to perform applicable provisions of a grant agreement. The terms and conditions of a grant agreement is detailed in **Appendix B** of this manual.

Section 5.10: Limitation of Liability

The grantee is responsible for the settlement of any and all claims and lawsuits arising from or incident to the OTS' non-payment of a grantee's claim. The grantee expressly acknowledges that their responsibility, including the payment of all damages, expenses, penalties, fines, costs, charges, and attorney fees, if the claims and lawsuits are based upon the OTS' nonpayment of claims. The grantee will defend any suits brought upon all such claims and lawsuits and pay all costs and expenses. The agreement entered into with the OTS is subject to any applicable restrictions, limitations or conditions entered by the U.S. government subsequent to the execution of the grant agreement.

Chapter 6 – Grantee Responsibilities and Procedures

Section 6.01: Overview

When the grantee accepts federal highway safety funds, it agrees to fully comply with all requirements in this manual and any periodic changes that may be made during the grant period. The grantees' designated grant officials will be notified in writing of any changes.

It is critical that agency officials carefully review the cited federal regulations and the certifications and assurances included in the grant agreement. The Governor's Representative for Highway Safety is the responsible official for the administration of the state's highway safety program through the OTS and must assure compliance with applicable statutes and regulations. By accepting federal highway safety funds, the grantee is bound by the certifications and assurances.

Section 6.02: Authorizing Official

The authorizing official has contract binding authority. Once the grant agreement is finalized the authorizing official will receive an alternate signature/GEMS user authority email. The attached GEMS user authority form allows the authorizing official to delegate up to five authorized users. The form is submitted to OTS via email. The OTS retains the original form in the agencies official grant file. All individuals listed on this form will be able to log in to GEMS to conduct grant management activities.

Section 6.03: Grant Director

The Grant Director is responsible for establishing operating procedures and controls that ensure adequate administration of the grant in accordance with the terms of the grant agreement as well as all applicable statutes and regulations. The Grant Director is responsible for meeting work schedules, maintaining costs within the approved budget(s), compiling sufficient documentation to validate grant progress and fund expenditures, submitting timely and complete grant reports, and the grant evaluation. The Grant Director must be available for periodic operational reviews with the OTS.

Section 6.04: Fiscal Official

In addition to the Grant Director, the grantee must also identify the Fiscal Official who is responsible for ensuring that budgeted costs comply with the agency's standard policies and procedures and that the agency's accounting system conforms to generally accepted accounting principles. The Fiscal Official should carefully review the federal regulations and the certifications and assurances included in the grant agreement.

Contact the OTS for changes to the agency officials listed in the grant agreement and submit an email detailing the change. The OTS will provide further instruction by email.

Section 6.05: Financial Management

The grantee must have adequate and appropriate internal controls in place for every OTS grant that assures awards are managed in compliance with state and

federal statutes and regulations. These controls should ensure that all cash, real and personal property, and other assets are safe guarded and used solely for purposes authorized in the grant agreement.

A separate account or fund must be established for each highway safety grant and all grant costs should be separately and accurately recorded. Additionally, the Fiscal Official should ensure that all claims for reimbursement are limited to those specifically authorized in the grant agreement and that they are prepared using grant accounting records or a process that reconciles claims at least quarterly with the grant records.

While the OTS establishes an electronic copy file for each grant, it is strongly recommended that copies of all financial records pertaining to a grant be stored in a shared grant file (hard copy, electronic, or both) maintained by the grantee's Grant Director, Fiscal Official, or Authorizing Official. This will make it easier to submit claims, complete status reports, respond to questions, and reference documents. The file should include information pertaining to grant awards, authorization, financial obligations, unobligated balances, assets, expenditures, and income.

It should also include a copy of the grantee's internal purchasing policies and procedures. At a minimum, the policies must meet state requirements; they may not be less stringent. If no written policies exist, the grantee is subject to the state's purchasing guidelines.

Grantees must maintain records that sufficiently detail the procurement history for all purchases. At minimum, these records should detail the rationale for the method of procurement and selection of contract type, written selection procedures, documented reasons for rejections, and the basis for the contract price. For sole source procurements, the records must at minimum include justification of why the purchase/service cannot logically and reasonably be made through a competitive bidding process including the consequences if not approved, a list of the vendor's or contractor's unique qualifications, experience and a detailed cost analysis.

The grantee must retain all source documents and records in the file and make them available for federal and state audits for at least three years following the date of the final reimbursement of grant expenditures or final disposition of equipment purchased with grant funds, whichever is later. Records must be retained beyond this time period if there are unresolved audit findings.

Section 6.06: Fraud Prevention

The grantee must have strong training programs in place that address policies, procedures and controls, with a particular emphasis on fraud prevention. Effectively supervising and monitoring employees working on the grant is critical.

Examples of fraud include, but are not limited to falsifying:

- Grant applications
- Quarterly performance and final reports
- Contracts
- Competitive bids
- Expenditure reports
- Time sheets
- Reporting activities
- Citations or arrests that did not occur

Other fraudulent activities include:

- Embezzlement
- Bribery
- Extortion
- Obstruction of justice
- Destruction of records.

If a grantee determines there is fraud, and/or a conflict of interest associated with a federal highway safety grant, this information must immediately be detailed in writing and provided to the OTS. The OTS is then required to report any fraud to NHTSA.

A grantee must take reasonable measures to safeguard protected personally identifiable information and other information NHTSA or the OTS designates as sensitive or that the grantee considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

Section 6.07: Direct Allowable Costs and Source Documents

The OTS uses the cost principles outlined in the [Grants Guidance](#) to determine necessary, reasonable, allocable, and allowable costs consistent with policies, rules and regulations conforming to limitations or exclusion of cost. The grantee is required to adhere to these same requirements when administering grant funds.

The grantee is responsible for determining whether a cost for a specific service, function or item is a direct cost, direct allocation, such as depreciation, rental, facility operation and maintenance that are prorated and the benefit to the

grant can be directly measured or allowable indirect cost such as costs incurred for common or joint purposes that are prorated to a grant based on the benefit received but are not readily associated with a specific grant. For federal highway safety funded grants provided by the OTS, direct costs are categorized in the grant agreement as personnel, travel, contractual services, equipment and other direct costs. For more information on allowable costs for federal grant funded programs, consult the [NHTSA Highway Safety Grants Program Resources Guide](#).

Adequate documentation is required for a cost to be eligible for reimbursement. The criteria for ensuring a grantee has adequate source documentation are provided under each direct cost category below:

Personnel

Personnel costs include direct compensation of wages and fringe benefits of grantee employees hired expressly for the grant and for the time and effort spent on grant-related activities. Grant funds may be used for wages, special compensation, or other authorized absences such as annual and sick leave provided the cost for the employee is reasonable for the services rendered, follows an appointment made in accordance with state or local laws and rules, and meets federal requirements. Grant funds may also be used for employee fringe benefits such as employer's contributions to social security, health insurance, workmen's compensation, and the like provided they are granted under approved plans and distributed equitably to the grant and all other activities. **Costs for authorized absences are only reimbursable up to the amount earned during the term of the grant.**

Personnel Source Documentation

If an employee of a grantee or contractor (excluding an employee only receiving OTS funding for overtime) is receiving less than 100% of funding from the OTS for personnel services or is receiving 100% of funding from the OTS but the funding comes from more than one federally-funded grant, the employee time distribution to the federally funded grant must be supported by an after-the-fact Personnel Activity Report (PAR). This requirement also applies to employees of non-profits and institutions of higher education. A PAR is an employee-maintained timesheet or log which accounts for 100% of the employee's time. It is used to identify effort spent on multiple programs/federal funds.

A PAR must:

- Reflect the employee's after-the-fact distribution of time by program/federal fund
- Account for the total activity by program/federal fund for which each employee is compensated whether grant-related or not

- Be prepared at least monthly and coincide with one or more pay periods
- Be signed by the employee and their supervisor

A digital signature and/or online PAR is acceptable provided the grantee or contractor can demonstrate and document the actions detailed in the PAR were performed by the employee.

An employee of a grantee or contractor receiving 100% of funding from the OTS for personnel services is not required to complete an after-the-fact PAR. Instead, the grantee may choose to have the employee complete the Employee Time Certification form stating that the employee worked solely on the federally funded program for the period covered by the certification. This certification must be prepared at least semi-annually and signed by the employee and supervisory official who has firsthand knowledge of the work performed by the employee. Both of these forms will be provided by the OTS during the pre-operational meeting.

Travel

Allowable travel expenses incurred by personnel identified in the grant budget include transportation, food and lodging that meet the grantee's documented travel policies. The travel should occur prior to the claim submission for reimbursement. If the grantee's travel policy does not include maximum allowable lodging rates, these costs may not exceed the state's lodging rate unless written justification is submitted and approved by the OTS. If the grantee does not have documented travel policies, the state travel policies apply. Out-of-state travel expenses require written approval from the OTS prior to incurring costs unless identified in the budget and the budget narrative of the grant agreement. Expenses associated with attending meetings and conferences, where the primary purpose is the dissemination of technical information, are allowable. These include transportation, registration fees, and other incidental costs.

Travel Source Documentation

Travel expenses must be supported by properly prepared employee expense reimbursement claims, including required receipts per the documented travel policy. For audit purposes, all receipts must be retained for a minimum of three years after final payment, unless a longer period of records retention is stipulated in the grant agreement. Conference or seminar expenses must be supported by an event agenda. For meetings or conferences, documentation must indicate that the primary purpose was for dissemination of technical information. For costs associated with the use of agency-owned vehicles, documentation must indicate who used the vehicle, when, for what purpose, and number of miles driven. Documentation must also explain how the mileage or other billing rate(s) was developed if the state rate is not used.

Contractual Services

This applies to any professional services and associated costs necessary to complete the grant objectives, not available through the grantee, requiring contractual agreements that are entered into in accordance with the grantee's normal procedures.

Contractual Services Documentation

Services provided by an individual, organization, firm, or agency must be supported by a properly executed contract or interagency agreement. Payments must be supported by itemized invoices and made in accordance with the terms of the grant agreement. The grantee must maintain records that sufficiently document the procurement process associated with the contract.

Section 6.08: Direct Costs - Equipment

Equipment is any non-expendable, tangible personal property costing \$10,000 or more with a useful life of at least one year that is required to carry out grant activities. As an example, this equipment may include motorcycles, radar trailers, some extrication equipment, etc. The total cost of the piece of equipment must include modifications, attachments, accessories, or auxiliary apparatus needed to make it usable for grant purposes as well as tax, shipping and installation (excluding any discounts). All equipment purchased using federal highway safety funds require written approval from NHTSA, which is handled by the OTS during the grant application process. Equipment purchased with grant funds must be used for traffic safety purposes only. Non-authorized use of equipment is grounds for the grantee refunding a portion of the equipment value to the OTS. All equipment purchased with grant funds must comply with the [Buy America Act](#).

Equipment Management

The grantee must have procedures in place for managing equipment (including replacement equipment) purchased in whole or in part using the OTS funds that at minimum include:

- Adequate controls for safeguarding against loss, damage or theft
- Provisions for replacement due to circumstances other than normal wear and tear
- Maintenance procedures to ensure good working condition
- Complete records.

Equipment Source Documentation

Equipment must be reported to the OTS using the Equipment Reporting Form. The form is generated in GEMS at the time the grantee requests reimbursement for the purchase on a claim. The OTS uses this form for monitoring purposes, but it

should not be used by the grantee as a substitute for appropriate equipment control records which should include the following information:

- Description of the item with serial or identification numbers
- Federal funding source (FAIN number)
- Acquisition date and total cost including federal share
- Source and title holder
- Location, condition
- Disposition data including date of disposal and sale price

A grantee must submit an Equipment Recertification Report to the OTS every two years from the date of acquisition. This report includes the same information as the Equipment Report, but also includes a description of the method used for determining current fair market value, and that the equipment is being used for federally-sponsored activities. Starting in federal fiscal year 2025 the reporting threshold will be \$10,000. Equipment purchased prior to the federal fiscal year 2025 has a reporting threshold of \$5,000. The report also certifies that the information provided is complete and accurate to the best of the grantee's knowledge and that OTS will be contacted immediately after discovery of any grant equipment loss. The Equipment Recertification Report is completed in GEMS and a reminder email will be sent through GEMS to the grantee to ensure compliance.

Equipment Disposal

A grantee must notify the OTS of any disposition of grant equipment, unless the value has been certified to be under \$10,000 and at the end of its useful life. The grantee must submit an email to the OTS Grant Coordinator requesting the OTS approval to sell, transfer or dispose of grant equipment. The OTS will forward the request to NHTSA for final approval and notify the grantee of the outcome. All proceeds from the sales of the asset, regardless of the amount, must be used for the objective of the original grant agreement and funding source.

Section 6.09: Direct Costs - Other

This includes any other supplies or services. Examples include, but are not limited to educational materials, DUI checkpoint supplies, child safety seats, etc. These supplies and services are of a non-contractual nature with an acquisition cost of less than \$10,000 purchased using highway safety funds. These purchases do not require NHTSA pre-approval; however, these items or services must be used in support of the grant. Non-authorized use of supplies or services is grounds for refunding a portion of the value of the supplies and services to the OTS. The cost of the item or service, which would not otherwise be allowable using the grantee's general funds, may not be purchased with federal grant funds.

Additionally, if joint costs are prorated as direct costs to the grant, the allocation method must be reviewed by the OTS to determine reimbursement eligibility. Grant funds may be used for the development of new training curricula and/or materials that do not duplicate materials already developed for similar purposes by the USDOT, NHTSA, FHWA or the State of California. The grantee should contact their OTS Grant Coordinator for guidance on allowable supplies and services. All items purchased with grant funds, over \$5,000, must comply with the Buy America Act.

Direct Cost Source Documents

All other direct costs must be supported by purchase orders or other original procurement documents signed by the appropriate authority. The grantee should also have itemized invoices or properly signed and dated delivery and/or packing slips. Rental or lease costs must be supported by detailed agreements.

Section 6.10: Allowable Indirect Costs

Indirect costs are those costs incurred for common or joint purposes such as telephone, administrative services, depreciation, facility and equipment maintenance and not assigned to a specific highway safety grant as a direct cost. Indirect costs benefit more than one cost objective and should be prorated equitably among all applicable functional areas.

Non-profit grantees that do not have an approved indirect cost rate may elect to charge a de minimis rate of 15% of modified total direct costs. Guidance on establishing an indirect cost rate as well as regulations for negotiating and approving this rate is outlined in the [Grants Guidance](#).

A grantee that does not already have an approved federally-recognized indirect cost rate negotiated with the federal government must negotiate a rate with the OTS. Once the indirect rate is negotiated, it must be accepted by all federal agencies. Source documentation, such as a grantee's federally approved indirect cost rate letter, must be available to support an indirect cost rate authorized by the federal government. If the grantee's indirect cost rate is amended or changed during the term of the grant, the new indirect cost rate plan and approval letter must be submitted to the OTS.

Section 6.11: Unallowable Costs for Select Items

The following is a list of selected costs that are ineligible for reimbursement. A grantee should contact the OTS Grant Coordinator for guidance regarding the other costs not discussed previously or below in this manual.

Construction and Facilities

The following are ineligible for reimbursement:

- Highway construction, maintenance and/or design
- Construction or reconstruction of permanent facilities such as paving, driving ranges, towers, and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers such as guardrails, regulatory and warning signs and supports, field reference markers, luminaire supports, and utility poles
- Construction, rehabilitation or remodeling of any building or structure
- Cost of land
- Purchase of office furnishings and fixtures including, but not limited to:
 - Desk
 - Chair
 - Table
 - Shelving,
 - Coat rack
 - Credenza
 - Book
 - Filing cabinet
 - Floor covering
 - Office planter
 - Storage cabinet
 - Portable partition
 - Picture
 - Wall clock
 - Draperies/hardware
 - Fixed lighting
 - Lamps

Equipment

The following equipment purchases will not be reimbursed:

- Traffic signal preemption systems
- Automated Traffic Enforcement Systems

Training

Cost of the individual's replacement hourly rate while attending training, unless the personnel position is already grant supported is ineligible.

Program Administration

- General costs of government, which includes the use of funds for routine and/or existing governmental activities that constitute general expenses required to carry out overall responsibilities of a government entity are ineligible
- Promotional items such as key chains, pencils and mugs

- Entertainment costs including amusement and social activities and any costs directly associated with the purchase of tickets to shows or sporting events, meals, lodging, rentals, transportation and gratuities
- Alcoholic beverages for any consumption purposes including controlled training settings for law enforcement training
- Contributions and donations, including cash, property and services to others regardless of the recipient
- Cost of fundraising, including financial campaigns, solicitation of gifts and similar expenses incurred to raise capital or obtain contributions
- Contingency provisions for contributions to a contingency reserve or similar provision for unforeseen events excluding self-insurance reserves
- Fines, penalties, damages, and other settlements resulting from violations or non-compliance
- Costs of commercial insurance that protects contractor for correction of defects in materials or workmanship
- Costs not recovered under one grant agreement are unallowable under other grant agreements
- General liability insurance

Section 6.12: Grant Agreement Revisions

A grantee may request a revision to the grant agreement that is necessary to enhance the operational efficiency of the highway safety grant. This includes any changes that may affect the overall budget or a specific budget line, including moving funds between line items and/or cost categories, a sub-budget or contractual services, as well as the addition of travel (in and out-of-state), and/or a significant change in goals, objectives and/or procedures that affect the grant scope or end date.

The Authorizing Official, Fiscal Official, or Grant Director must submit to the OTS Grant Coordinator a detailed explanation and justification for a grant revision. In advance of sending written notification, the grantee is encouraged to contact the OTS Grant Coordinator to discuss any proposed grant revisions.

Once a revision request is received, the OTS carefully reviews it taking into consideration the grantee's current and past grant performance, timeliness and quality of claims and quarterly performance reports, the circumstances and justification for the change, and availability of grant funds. The grantee should allow sufficient time for the review process, which may also require NHTSA approval. No grant funds may be expended on the items being amended until written notification of the status of the request (approval or denial) is provided by the OTS. Failure to comply could jeopardize claim reimbursement for the grantee.

Chapter 7 – Public Education and Information

Section 7.01: Overview

Public Education and Information (PE&I) falls into two categories:

Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.

Promotional – material that promotes, supports or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. *The OTS and NHTSA do not allow grant funds to be used for this purpose.*

Grantees that use federal highway safety funds to produce educational material must receive approval from the OTS Public Information Officer (PIO) prior to production. Additionally, grantees that use non-federal highway safety funds to produce PI&E materials must receive written approval from the PIO in order to use any OTS logo. Grantees should allow sufficient time for approval and should contact their OTS Grant Coordinator for assistance. Grantees should also advise vendors that all materials used in production of public outreach materials (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio) paid for with grant funds are the property of the grantee and the OTS. The OTS reserves the right to use materials developed by the grantee and/or contractor. All educational materials produced using grant funds must include the OTS logo or the logo from another program unless otherwise determined by the OTS. The following message: *Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.* Inclusion of the logo and/or funding line should not interfere with the primary traffic safety messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the OTS PIO.

All published research and reports developed with highway safety grant funds must include the following disclosure statement: *This report was prepared in cooperation with the California Office of Traffic Safety (OTS). The opinions, findings and conclusion expressed in this publication are those of the author(s) and not necessarily those of the OTS.*

Section 7.02: Advertising and Public Relations

All press releases discussing the kick-off of a grant and/or grant-funded activity must be approved by the PIO prior to dissemination even if the grantee uses a pre-approved [press release template\(s\)](#) available on the OTS website. Approval is also required for all original press releases and press releases developed using the OTS templates the grantee has significantly modified. The grantee should

email the draft press release to pio@ots.ca.gov at least seven days in advance of the announcement or event and copy the appropriate OTS Grant Coordinator. A grantee must coordinate media and kick-off events with their OTS Grant Coordinator and notify OTS 21 days in advance of any traffic safety event considered highly publicized or anticipated media coverage. Grant funds may be used to purchase paid advertising, such as television, radio, cinema, Internet, print, outdoor; however, special reporting documents are required, and costs must be displayed as a separate "paid media" line item in the grant budget. Additionally, federally funded Public Service Announcements (PSAs) or video materials intended for television broadcast must be closed captions. A grantee should contact their OTS Grant Coordinator for more information on paid advertising.

Section 7.03: Copyrights and Trademarks

The OTS reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

- The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
- Any rights of copyright/trademark to which a grantee or contractor purchases ownership with grant funds.

Chapter 8 – Claims Preparation and Reimbursement

Section 8.01: Overview

Adequate documentation is essential for reimbursement of costs incurred by grantees and a good knowledge of reporting and cost accounting procedures is required by the grantee. It is vital to abide by NHTSA regulations, so the state will be reimbursed by NHTSA for allowable expenses. The OTS and the grantee must use and maintain adequate cost controls and procedures as outlined in the [Grants Guidance](#).

Section 8.02: Claim Preparation

To request reimbursement of an approved grant expenditure, the grantee must complete a Grant Claim Invoice in GEMS and Contractual Services Summary Sheet, if applicable. These forms must be input into GEMS no later than 30 days following the end of the calendar quarter.

Quarter	Time Period	Due Date
First	October through December	January 30
Second	January through March	April 30
Third	April through June	July 30
Fourth	July through September	October 30

An invoice showing “zero net” must be submitted even if no expenses were incurred during that quarter. Failure to submit quarterly grant claim invoices by these due dates may result in suspension of the grant, loss of grant funding and/or a denial of future grant funding. Additionally, invoices will not be processed for grantees that fail to provide Quarterly Performance Reports for two or more quarters. The grant claim invoice should be prepared using the grantee's accounting records and include costs incurred during that time period. Enter the exact cost, do not round off numbers. To ensure proper accounting of reimbursements, grant claim invoices submitted to the OTS should be recorded as a receivable in the grantee's accounting system. Grantees access Claims from the grant agreement list view on their GEMS home page. The form is pre-populated with the grant budget items against which claims for reimbursement can be made. The form also indicates budget remaining for each item based on prior claims that have been reviewed and approved.

Section 8.03: Claim Details

The grantee must verify that costs claimed are allowable and authorized, do not exceed budgeted line items, and are posted to the correct cost categories and line items. Grantees should also check that all source documents are provided. If a claim is submitted with undecipherable or missing source documents, the grantee will be notified and instructed to submit the missing information or resubmit the documents within three business days. If documents are not received by this deadline, the questionable costs will be removed from the claim.

These are the claim details that need to be included in the claim submission.

Personnel Costs

Enter the straight time and/or overtime costs, if applicable. Source documentation is maintained by the grantee in the event of an audit and/or the grant performance review.

Fringe Benefits

Enter the pertinent information for authorized absences such as annual leave and sick leave, as well as employer's contributions to social security, health insurance, workmen's compensation, and the like provided they are granted under approved plans and are distributed equitably to the grant and all other activities.

Travel Costs

Enter the pertinent travel information and claimed costs. Upload source documentation organized by in-state and out-of-state travel for each

individual(s) trip or training. For each individual trip or training, group all source documents together and clearly label each with the traveler's name and approved trip or training identified in the budget of the agreement.

Contractual Services

Enter the claimed contractual services amount by line item in the GEMS grant claim invoice screen including entry into sub- budgets if applicable. Upload all source documents for each contractor, group all source documents together and clearly label each with the line item identification and/or contractor's name.

Equipment

Enter the claimed amount, if applicable. GEMS will require completion of the equipment report as part of the claim. GEMS automatically creates the first recertification record with a recertification due date that is two years from the date of original claim.

Assemble and upload applicable invoice(s). If sales tax is not included on the invoice, provide a statement that includes the following: *Charge is for California Sales Tax that will be paid to the California Department of Tax and Fee Administration*, amount of sales tax for each item, and date tax is paid. For each line item, assemble all source documents together and clearly label each with the line item name.

Other Direct Costs

Enter the claimed line item amount, if applicable and upload invoices or receipts. For each line item, assemble all source documents together and clearly label each with the name of the line item.

Indirect Costs

The approved rate is already entered in the agency information tab and will automatically calculate, if applicable. No source documents are required; however, the grantee should have their indirect cost allocation approval letter on file.

Chapter 9 – Grant Reports

Section 9.01: Overview

Grantees must submit the Quarterly Performance Report (QPR) in GEMS that includes grant activities conducted during each quarter. A QPR (including the fourth quarter QPR/final evaluation) is considered late if it has not been received by the OTS one day after the due date. The Grant Coordinator should review the QPR within 30 days of receipt. Updates are also made to the data points

achieved and grantee comments allow for inclusion of successes and challenges. The QPR and Executive Summary is the main source of information used by the OTS to determine grant success. The fourth quarter QPR must also include a final evaluation that summarizes the work and activities performed during the entire grant period.

Section 9.02: Quarterly Performance Reports

Grantees must submit their QPR through GEMS. The QPR details grant activities conducted during each quarter to accomplish grant objectives. It is the main source of information used by the OTS to determine grant success and commitment as well as any difficulties the grantee may be experiencing. The information and data provided in the QPR is incorporated into the Annual Report that the OTS submits to NHTSA and the State Legislature.

The QPR must be completed in GEMS no later than 30 days following the end of the quarter on the following dates. These dates align with the submission of grant claims.

Quarter	Time Period	Due Date
First	October through December	January 30
Second	January through March	April 30
Third	April through June	July 30
Fourth	July through September	October 30

QPR due dates are the same regardless of when a grant starts within a quarter. As an example, if the grant start date is December 1, then the first quarter QPR is due January 30. Failure to submit QPRs on time may result in suspension of the grant, loss of grant funding and/or a denial of future grant funding. Additionally, invoices will not be processed for grantees that fail to provide QPRs for two or more quarters.

The OTS Grant Coordinator will provide the QPR reporting guidelines at the pre-operational review meeting. All supporting information may be uploaded into GEMS. The QPR is prepopulated based on the grant agreement, it's completed in GEMS, and contains the following:

- A general overview, that includes a brief list of all activities (including significant media) and procurement conducted in support of the grant during the quarter as well as the status of grant funded personnel and contracts, any challenges, and accomplishments.
- An equipment overview for any equipment costing \$10,000 or more that is being purchased during the grant period noting steps taken to accomplish the purchase. If the equipment purchase is delayed, justification for the delay must be given.

- Community collaboration and engagement for STEP grants.
- A summary of completed grant objectives including an explanation of what was not accomplished and/or plans for upcoming activities.
- If applicable updated objective data points for the quarter.
- Documents illustrating what was done during the quarter such as the OTS-approved press releases, news clips, photos, and/or other materials. Include a list of these documents.

The fourth quarter QPR should include a final evaluation that briefly summarizes significant grant accomplishments and challenges, the number and type of activities completed, type of training conducted or received, and grant-funded purchases. Complete all final goals, objectives, data points and indicate whether they were achieved and provide an explanation if the final goals were not achieved.

Grant Closeout

Approximately 30 days prior to the grant end date, the OTS sends a reminder e-mail to the grantee that serves as a reminder of the grant end date and includes information to assist in the preparation of the final QPR, evaluation, and claim. The final QPR, including the completed evaluation section, and reimbursement claim for costs incurred up through the grant end date, must be sent to the OTS no later than 30 days following the grant end date.

Chapter 10 – Monitoring

Section 10.01: Overview

Federal and state grant management rules require the OTS staff maintain regular contact via telephone, virtual calls, email, written correspondence and on-site visits with grantees throughout the course of the grant period to ensure compliance with federal and state statutes, regulations and procedures.

Grants are subject to monitoring based on a number of criteria including dollar amount of the award, the capabilities and experience of the grantee's personnel, complexity of the grant, contractual services with or without a non-profit agency, risk assessment, new grantee, indications of problems, previous Grant Performance Review or audit findings, or change in grant direction. This monitoring includes not only the review and approval of claims, QPRs and other documents submitted by the grantee, but also ongoing outreach through desk monitoring and/or onsite visits. The intent of this outreach is to develop a relationship with the grantee, address grant management-related questions, provide technical assistance, and identify and help address problems or concerns. Any documentation generated as a result of this contact is placed in the grantee's grant file.

Section 10.02: Grant Performance Review

The Grant Performance Review (GPR) is designed to be instructive, not disruptive, and to foster information exchange and partnership. The OTS Grant Coordinators conduct a GPR after receipt of at least the first QPR and a claim with expenditures. The OTS may schedule a telephone, virtual, or onsite review at an agreed upon time with the grantee in advance, and the OTS Grant Coordinator will provide information to the grantee to help prepare for the review. During the review, goals, objectives and tasks are reviewed to determine if the grant is being implemented as outlined in the grant agreement. This determines if the grantee is satisfying and adhering to grant agreement terms and conditions. The financial review includes an examination of the agency and grant-specific financial documents and issues related to the performance of the grant.

While conducting the GPR, the OTS Grant Coordinator completes the GPR in GEMS noting any issues and the grantee's response. If, following the OTS review, there are fiscal follow-up action items, the grantee will be notified in writing and a corrective action plan will be requested. The OTS will track grantee's progress in implementing the plan and taking corrective action. In the event the issue(s) cannot be resolved, the OTS may request an audit be conducted by the California Department of Finance. If any disallowed costs are identified during the GPR, the OTS will reduce the grantee's next grant claim invoice by the amount of the disallowed cost prior to payment. If the grant is closed, the OTS will invoice the grantee for the amount of the disallowed cost.

Chapter 11 – Certification and Assurances

Section 11.01: Certification and Assurances List

Certifications and assurances apply to grantees and are part of the grant agreement. These sections provide the terms and conditions governing the grant and certify that a grantee will comply with the applicable regulations, policies, guidelines, and requirements as they relate to acceptance and use of federal or state funds for the project.

By signing the grant agreement, the grantee agrees to comply with the following certifications and assurance:

- Non-Discrimination
- Drug-Free Workplace Act
- Political Activity (Hatch Act)
- Certification Regarding Federal Lobbying
- Restriction on State Lobbying
- Certification Regarding Debarment and Suspension

- Buy America Act
- Certification on Conflict of Interest
- Prohibition on Using Grant Funds to Check for Helmet Usage
- Policy on Seat Belt Use
- Policy on Banning Text Messaging While Driving

Chapter 12 – Definitions and Acronyms

Section 12.01: Definitions

Accrued Expenditures	Grantee costs incurred for goods and other tangible property received, services performed by employees, contractors, consultants and others.
Acquisition Cost	The net invoice unit price of purchased equipment including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired.
Activity Report	A report submitted by the grantee, as part of the reimbursement process, outlining the activities that took place to support the grant agreement.
Administrative Requirements	Administrative functions common to all grants such as financial management, kinds and frequency of reports and retention of records.
Annual Grant Application (AGA)	An annual application the OTS makes to NHTSA providing project level information on the OTS highway safety programs. The AGA must align with the 3HSP.
Annual Report (AR)	Describes the accomplishments and challenges the OTS encountered in the prior federal fiscal year. It addresses progress made in achieving the performance measures, targets and strategies identified in the Triennial Highway Safety Plan (3HSP) as well as how grant funding was expended.
Audit	A review of programmatic and financial records conducted by a certified public accountant, which is the basis of an organization's legally required audit report.
Authorizing Official	The grantee agency individual that has legislative authority to enter into an agreement with the OTS.
Buy America Act	Federal act that prohibits the use of highway safety grant funds to purchase products, unless they are manufactured in the U.S. This prohibition applies to steel, iron and all manufactured products, unless the Secretary of the USDOT determines it is appropriate to waive the

	Buy America Act requirement. For compliance purposes, American-made is defined as any product that is manufactured or assembled in the U.S.
CalSTA	The California State Transportation Agency (CalSTA) is a cabinet-level agency focused solely on addressing the state's transportation issues.
Catalogue of Federal Domestic Assistance (CFDA)	A listing of all federal programs available to state and local governments; federally recognized Tribal governments; U.S. territories and possessions; domestic public, quasi-public and private profit and nonprofit organizations and institutions; specialized groups; and individuals. The CFDA number is required on all grant award letters.
Child Passenger Safety (CPS)	Child passenger safety is the consistent use of correctly installed safety seats, booster seats, or seat belts that are appropriate for a child's height, weight, and age.
Code of Federal Regulations (CFR)	A listing of general and permanent rules published in the Federal Register by the Executive Branch of the U.S. government.
Countermeasures that Work	Produced by NHTSA, this publication is used by the OTS to select effective, evidence-based countermeasures to address traffic safety problems.
Distracted Driving Program	A program to educate and enforce statutes prohibiting distracted driving.
Emergency Medical Services (EMS)	Emergency Medical Services is critical to reduce deaths and the severity of injuries by providing the right care at the right time, from extrication equipment to post-crash care.
Equipment	Non-expendable, tangible property having a useful life of more than one year and an acquisition cost of \$10,000 or more used only for traffic safety purposes.
Equipment Report	Details the purchase date, description, location, total cost, federal funds used, and current fair market value. of all equipment purchases over \$10,000.

Equipment Recertification Report	Same as the equipment report but includes depreciation information that must be updated and filed every two years from the original date of acquisition.
Expenditures	Charges made to the project or program. They may be reported on a cash or accrual basis.
Fatal Analysis Reporting System (FARS)	The nationwide database maintained by NHTSA that provides yearly Traffic Safety data regarding fatal injuries suffered in motor vehicle traffic crashes.
Fair Market Value	The price that property/equipment would sell for on the open market. It is the price that would be agreed on between a willing buyer and a willing seller, with neither being required to act, and both having reasonable knowledge of the relevant facts.
Federal Funding Accountability and Transparency Act (FFATA)	A federal database system to allow prime grant award and prime contract recipients to report sub-award activity and executive compensation.
Federal Highway Administration (FHWA)	The USDOT agency responsible for administering infrastructure highway programs and projects funded by federal legislation.
Final Evaluation Report - Grantee	Submitted to the OTS by the grantee following completion of the grant period, the report details the effectiveness of the highway safety project based on the grantee's goals and objectives.
Fiscal Official	Fiscal or accounting official who has responsibility for the agency's fiscal/accounting records. Is responsible for ensuring costs are in accordance with the agency's standard policies and procedures and records are maintained.
<u>General Costs of Government</u>	Costs of general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

Governors Highway Safety Association (GHSA)	The nonprofit association representing the state and territorial highway safety offices. GHSA works with and for its members to improve traffic safety, influence national policy, enhance program management, and promote best practices for highway safety offices.
Grant Agreement	A binding document between two or more parties detailing the conditions and terms for the project scope of work and financing. May include interagency agreements.
Grant Claim Invoice	Expenditures incurred in support of approved grant activities that a subrecipient may submit for reimbursement.
Grant Director	The individual responsible for establishing and maintaining procedures that ensure effective administration of the approved grant and comply with grant requirements. Is responsible for day-to-day operations of the grant.
Grant Electronic Management System (GEMS)	The OTS on-line application and grant award system.
Grants Made Easy (GME)	Templates designed to facilitate ease of preparing and submitting a grant application.
Grant Performance Review (GPR)	A review of the subrecipient grant activities, progress in meeting goals and objectives, and financial records for compliance with federal rules.
Grantee	The local or state government agency or entity receiving a federal highway safety grant from the OTS.
Grant Coordinator	The OTS staff member assigned to manage all aspects of the grant agreement including contract, monitoring, programmatic and financial activity.
Grant Director	The person assigned by the grantee to assume direct responsibility for administering all phases of the project grant agreement.

Grant Officials	Three people identified on the grant who can request approvals or make changes to the grant. They are the Grant Director, The Fiscal Official, and the Authorizing Official.
Grant Revision	A change to the grant agreement that occurs when the budget, scope and/or activity is/are modified.
Grant Tracking System (GTS)	The federal web-based system used to track grant funds and request reimbursement from NHTSA for grant expenditures made by the OTS.
Highway Safety Plan (3HSP)	The triennial plan the OTS submits to NHTSA for federal transportation grant funds that documents a three-year period of the OTS safety program. The 3HSP must be data-driven in establishing performance targets and selecting countermeasure strategies for programming funds that meet the performance targets.
Highway Safety Improvement Program (HSIP)	Core FHWA program to reduce traffic fatalities and serious injuries on all public roads, including roads on Tribal land. The HSIP requires a data-driven, strategic approach with a focus on performance.
Host Agency	A government or public entity that acts as the primary subrecipient and manager of the grant but all or most of the activity is performed by a contractor.
Infrastructure and Investment Jobs Act (IIJA)	The funding and authorization bill governing the highway safety grant program.
Impaired Driving Program	A program to address alcohol and/or drug-impaired driving.
Law Enforcement Liaison (LEL)	The individual responsible for promoting California law enforcement agencies' involvement in the 3HSP through education and equitable enforcement of traffic safety laws.
Local Government	A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments, or any other regional or

	interstate government entity, agency or instrument of a local government.
Motorcycle Safety Program	A program to reduce traffic crashes involving motorcyclists.
National Highway Traffic Safety Administration (NHTSA)	The USDOT agency responsible for administering the national behavioral highway traffic safety grant program funded by federal legislation.
Nonmotorized Safety Program	A program to target a decrease in pedestrian and bicyclist fatalities and injuries resulting from crashes involving motor vehicles.
Office of Management & Budget (OMB)	A Division of the Executive Branch of the U.S. Government that assists the President in meeting policy, budget, management, and regulatory objectives that fulfill statutory responsibilities.
Office of Traffic Safety (OTS)	Acts as the SHSO / administers NHTSA behavioral safety grant funds awarded to CA.
Office of Traffic Safety Rankings	Developed using the Empirical Bayesian Ranking Method to enable a city or county to compare its traffic safety statistics to similar sized cities and counties.
Paid Media	Advertising (print, TV, radio, display, promoted or sponsored social media) that is disseminated by the media for a fee.
Performance Measures	The goals and objectives that describe what the grantee will accomplish by implementing the traffic safety grant program (goals) and the tasks or activities that will be performed in support of the goals.
Personnel Activity Report (PAR)	Employee-maintained timesheet or log used to account for all time spent on federal and non-federal grants and other programs.
Pre-Operational Review	A meeting held during the first 90 days after the start of the OTS grant to review the grant program manual and grant requirements.

Primary Contact	Main point of contact for the grantee during the duration of the grant agreement.
Program Area Review Team	The OTS Program Coordinators assigned to a program area to evaluate applications. Each team includes a program area expert.
Project	Activities proposed or implemented by the OTS to address highway safety problems falling within one or more program areas.
Public Information & Education	Includes educational and promotional materials, advertising, and public relations activities.
Public Service Announcement (PSA)	A message, in the public interest, disseminated at no cost by the media to raise awareness and change public attitudes and behavior about a social issue.
Quarterly Performance Report	Prepared by the grantee describing tasks, activities and equipment purchases that were made in support of the goals, objectives, and objective data points in the grant.
Reimbursement Claim Report	A report that details the reimbursable expenditures the grantee incurred in support of approved grant activities undertaken to accomplish grant objectives.
Single Audit	Rigorous, organization-wide examination of an agency that expends federal funds in the amount of \$1,000,000 or more of all federal funds received annually.
Strategic Highway Safety Plan (SHSP)	A statewide-coordinated safety plan that provides a comprehensive framework for reducing highway fatalities and serious injuries on all public roads through implementation of the Safe Systems Approach.
Supporting Documentation	Reports, invoices, timesheets, and other documents a grantee submits to the OTS to support a claim for reimbursement.
System for Award Management (SAM)	A 12-digit alpha-numeric unique entity identifier to detect different divisions of companies and provide easy reference for those seeking information.

Traffic Records System	Six core data systems, comprised of crash, driver, vehicle, roadway, citation and adjudication, and injury surveillance data.
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Section 12.02: Acronym Table

Listed below is the table of acronyms.

3HSP	Triennial Highway Safety Plan
AGA	Annual Grant Application
AR	Annual Report
CFR	Code of Federal Regulations
CFDA	Catalogue of Federal Domestic Assistance
FAIN	Federal Award Identification Number
FARS	Federal Fatality Analysis Reporting System
FFATA	Federal Funding Accountability and Transparency Act
FHWA	Federal Highway Administration
GHSA	Governors Highway Safety Association
GPM	Grant Program Manual
GR	Governor's Highway Safety Representative
GTS	Federal Grants Tracking System
HSIP	Highway Safety Improvement Program
IIJA	Infrastructure and Investment Jobs Act
OTS	Office of Traffic Safety
LEL	Law Enforcement Liaison
NHTSA	National Highway Traffic Safety Administration
OMB	Federal Office of Management and Budget
PP&E	Public Participation and Engagement
PPM	Policy and Procedure Manual
SHSP	Strategic Highway Safety Plan
UEI	Unique Entity Identification
USDOT	United States Department of Transportation

APPENDIX "A" – CERTIFICATIONS AND ASSURANCES

The Governor's Representative for Highway Safety is the responsible official for the administration of the State highway safety program through a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program.

Each fiscal year the State of California must sign a [Certifications and Assurances](#) document that it complies with all Federal requirements including applicable statutes and regulations that are in effect during the grant period. These Certifications and Assurances are submitted in the Annual Grant Application in support of the State's application for Sections 1906, 402, and 405 grants and *these requirements also apply to grantees.*

The officials named on the grant agreement certify by way of signature on the grant agreement signature page, that the Grantee's Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding.

APPENDIX "B" – [MANDATORY DISCLOSURES](#)

The grantee must disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award to System for Award Management or [SAM](#). Failure to make required disclosures can result in [remedial action](#), including:

- Temporarily withholding of payments until the recipient or subrecipient takes corrective action.
- Disallowing costs for all or part of the activity associated with the noncompliance of the recipient or subrecipient.
- Suspending or terminating the grant in part or in its entirety.
- Initiation of suspension or debarment proceedings.
- Withhold further Federal funds (new awards or continuation funding) for the project or program.
- Pursue other legally available remedies.

General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the SAM.

Proceedings About Which You Must Report

The Grantee must submit the information required about each proceeding that:

- Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government
- Reached its final disposition during the most recent five-year period; and is one of the following:
 - A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition

- A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more
- An administrative proceeding that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000

Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described above. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

Reporting Frequency

During any period of time when you are subject to the reporting requirement of this grant, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Grantees that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

APPENDIX “C” – LAW ENFORCEMENT AGENCIES

Prohibition on Using Grant Funds to Check For Helmet Usage

Grantees will not use grant funds for programs to check helmet usage or to create check points that specifically target motorcyclists.

Vehicle Pursuits

The State actively encourages all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

Use of Funds

Traffic enforcement personnel and any equipment funded under this grant agreement shall be dedicated solely to grant supported enforcement tasks unless a criminal offense is committed in the officer's presence or a response to an officer in distress is initiated. Nothing in the grant agreement shall be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.

APPENDIX “D” – GENERAL TERMS AND CONDITIONS INCLUDING STATE CERTIFICATIONS

The [general terms and conditions including state certifications](#), when applicable, are incorporated by reference and made a part of, but not necessarily limited to, the following documents: grant agreements, subgrants, contracts, subcontracts, interagency agreements, invitations for bid, and requests for proposal for goods or services for which the Office of Traffic Safety (OTS) grant funding reimbursement is requested. It is understood and agreed by the grantee that grant funds received as a result of this grant agreement are subject to all applicable federal and state regulations, rules, guidelines, policies and laws and to the following applicable controls, terms and consideration expressed in the OTS Grant Program Manual (GPM).

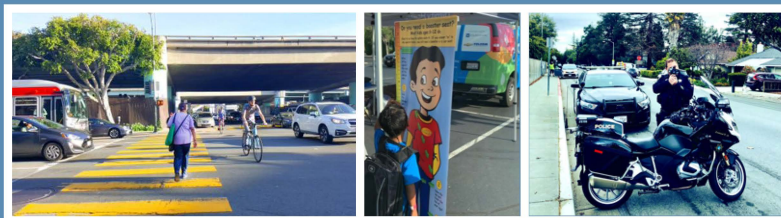


CALIFORNIA OFFICE OF
TRAFFIC SAFETY

AT A GLANCE:

OTS Grant Funding

WHO IS ELIGIBLE?
Public Entities*



GRANT TYPES

- Alcohol-Impaired Driving
- Distracted Driving
- Drug-Impaired Driving
- Emergency Medical Services
- Motorcycle Safety
- Occupant Protection
- Pedestrian and Bicycle Safety
- Police Traffic Services
- Roadway Safety and Traffic Records

FUNDING CYCLE

One-Year Grants

(October 1st to September 30th)



LEARN MORE

VISIT
ots.ca.gov/grants



CALL
(916) 509-3030

EMAIL
contactots@ots.ca.gov

APPLICATION DEADLINE: JANUARY 31

**501(c)(3) nonprofits with public entity as a grant host.*

GRANT PROCESSING REQUEST FORM

County of Inyo

Organization UEI: EU9KBPLKZ5K5 (DUNS: 0107066870000)

DATE:			
DEPARTMENT:			
GRANT PROGRAM TITLE:			
GRANTING AGENCY:		AGENCY CONTACT:	AGENCY PHONE NO:
FUNDING AMOUNT REQUESTED:			
<input type="checkbox"/> FEDERAL	<input type="checkbox"/> STATE PASS THROUGH FROM FEDERAL? <input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> LOCAL MATCH	<input type="checkbox"/> OTHER
\$	\$	\$	\$
IF FEDERAL GRANT: DEPARTMENT: CDFA NUMBER:		EXAMPLE : <ul style="list-style-type: none">DEPT: DEPARTMENT OF EDUCATION(AGENCY NO.) 84.XXX (GRANT PROGRAM NO.)	
IF LOCAL MATCH IS REQUIRED, ARE FUNDS AVAILABLE IN DEPARTMENT BUDGET? Y <input type="checkbox"/> N <input type="checkbox"/>			
EXISTING BUDGET UNIT: REVENUE CODE TO RECEIPT FUNDS:		NEW BUDGET UNIT REQUESTED? Y <input type="checkbox"/> N <input type="checkbox"/> <ul style="list-style-type: none">NEW BUDGET UNIT FORM REQUIREDREASON FOR NEW BUDGET UNIT: LARGE GRANT AWARD AND/OR MULTIPLE YEAR GRANT, ETC.	
INDIRECT COSTS? Y <input type="checkbox"/> N <input type="checkbox"/>		AMOUNT:	
REIMBURSEMENT GRANT? Y <input type="checkbox"/> N <input type="checkbox"/> COMMENT:			
PASS-THROUGH? <input type="checkbox"/> Y <input type="checkbox"/> N IF YES, PLEASE EXPLAIN (ATTACH ADDITIONAL DOCUMENTS):			
INYO COUNTY PROJECT CONTACT (NAME AND DEPARTMENT):			
PHONE:		EMAIL:	FAX:
FINANCIAL & PROGRESS REPORTS PREPARED BY:			
REQUEST FOR FUNDS/INVOICES PROCESSING BY:			
GRANT APPLICATION ATTACHED Y <input type="checkbox"/> N <input type="checkbox"/>		BOARD ORDER ATTACHED Y <input type="checkbox"/> N <input type="checkbox"/>	BOARD APPROVAL DATE:

AUDITOR-CONTROLLER USE ONLY:

SYSTEM ACCESS			
DESCRIPTION/ACCESS LEVEL (E.G. HR SYSTEM, FINANCIALS, SIS, MOODLE, PEOPLEADMIN, COMPASS MEMBERSHIP, ETC.)	ACCESS SET UP BY:	DATE REQUESTED:	ACCESS TERMINATED:
REVIEWED & APPROVED BY AUDITOR CONTROLLER:	SIGNATURE:		
REVIEWED & APPROVED BY SAMS ADMINISTRATOR:	SIGNATURE:		



INYO COUNTY BOARD OF SUPERVISORS

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

DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-781

2026 Statement of Investment Policy Treasurer-Tax Collector ACTION REQUIRED

ITEM SUBMITTED BY

Christie Martindale, Treasurer-Tax Collector

ITEM PRESENTED BY

Christie Martindale, Treasurer-Tax Collector

RECOMMENDED ACTION:

Review and approve the 2026 Statement of Investment Policy and direct any questions to the County Treasurer.

BACKGROUND / SUMMARY / JUSTIFICATION:

Section 53646(a)(1) of the Government Code requires your Board to annually approve any change to the Policy at a public meeting. The Policy, as written by the County Treasurer, remains in compliance with the legal parameters for the deposit and investment of public funds, as those parameters are set forth in the California Government Code. This Policy has been presented for review to the Inyo County Treasury Oversight Committee and has received its recommendation for approval.

FISCAL IMPACT:

There are no fiscal impacts associated with this agenda item.			
Future Fiscal Year Impacts			
N/A			
Additional Information			

There are no fiscal impacts associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose not to approve the Policy, or to amend the Policy as presented. In any event, the law requires your Board to approve a Policy. Therefore, an action to disapprove or amend the Policy as presented must be accompanied by a substitute Policy or amended language.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services

APPROVALS:

Christie Martindale	Created/Initiated - 11/20/2025
Darcy Israel	Approved - 11/20/2025
Christie Martindale	Approved - 11/20/2025
John Vallejo	Approved - 12/26/2025
Denelle Carrington	Approved - 12/29/2025
Amy Shepherd	Approved - 12/29/2025
Denelle Carrington	Final Approval - 12/29/2025

ATTACHMENTS:

1. 2026 DRAFT- Inyo County Statement of Investment Policy

COUNTY OF INYO



STATEMENT OF INVESTMENT POLICY

January 2026

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**INVESTMENT POLICY
of the
INYO COUNTY TREASURY**

(Note: All legal references to "Sections" made herein are in reference to the California Government Code or Health and Safety Code.)

Scope:

This Investment Policy (Policy) applies to all public funds held for safekeeping in the Inyo County Treasury. This Policy has been reviewed and approved by the Board of Supervisors pursuant to Government Code Section 53646. The Board of Supervisors will review and approve a new Policy, or amendments to the Policy, or affirm the current Policy, at least annually. This Policy is effective as of the date of adoption by the Board of Supervisors.

Policy Statement:

The purpose of this Policy is to establish cash management and investment guidelines for the County Treasurer, who is responsible for the stewardship of the Inyo County Pooled Investment Fund. Each transaction and the entire portfolio must comply with California Government Code Section 53601 et seq., and this Policy.

Prudent Investor Rule:

The standard of prudence to be applied by the investment office shall be the "**Prudent Investor Rule**", which states, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." The **Prudent Investor Rule** shall be applied in the context of managing the investment portfolio.

Investment Objectives:

Safety, Liquidity and Rate of Return:

- Safety of Principal: The primary objective of the County Treasurer is to safeguard, preserve and protect capital/principal in the portfolio.
- Liquidity: As a second objective, investments shall be made in a manner that will provide for the daily cash flow demands of the Treasury and its participants.

- Yield: As the third objective, investments shall be made in a manner so as to attain a market rate of return throughout budgetary and economic cycles while providing for the first two objectives, as stated above, consistent with the risk limitations, prudent investment principals and cash flow characteristics identified herein.

Legal and Regulatory Compliance:

All investing and investment decisions shall be made with full compliance with California State and Federal Laws and Regulations, and any forthcoming amendments or additions to the California State Statutes or Federal Regulations in relation to the investment and administration of local agency money on deposit in the Treasury. The Treasurer or the Board of Supervisors may provide further restrictions and guidelines for the investment of money on deposit in the Treasury through this Statement of Investment Policy.

Participants:

- **STATUTORY PARTICIPANTS:** General Participants are those government agencies within the County of Inyo for which the County Treasurer is statutorily designated as the Custodian of funds.
- **VOLUNTARY PARTICIPANTS:** Other local agencies, such as Special Districts, for which the Treasurer is not the statutory designated Custodian of Funds, may participate in the Pooled Investment Fund. Such participation is subject to the consent of the County Treasurer and must be in accordance with the California Government Code Section 53684 et seq. The agency must provide the County treasurer with a resolution adopted by the agency's governing board approving the Inyo County Pooled Investment Fund as an authorized investment and accept the Inyo County Investment Policy.
- The County Treasurer does not solicit any agency's voluntary entry to the Treasury Pool.

Delegation of Authority:

Pursuant to Section 53607, the Inyo County Board of Supervisors may delegate the authority to invest or re-invest public funds in the Inyo County Treasury to the County Treasurer for a one-year period. Thereafter, the County Treasurer shall assume full responsibility for those transactions until the delegation of authority is revoked or expires. Subject to review, the County Board of Supervisors may renew the delegation authority each year.

If the Board of Supervisors delegates the investment authority to the County Treasurer as referenced above, the County Treasurer may authorize the Assistant County Treasurer or a

duly designated and legally eligible employee of the Treasurer's office to purchase investments in the absence of the County Treasurer pursuant to the Law and to the restrictions as herein stated.

Authorized Investments:

Authorized investments shall match the general categories established by the California Government Code Sections 53601, et seq. and 53635, et seq., and shall be listed herein. Authorized investments shall also include, in accordance with California Government Code Section 16429.1, investments into the State Local Agency Investment Fund (LAIF).

- Maturity Restrictions: To provide sufficient liquidity to meet the daily expenditure requirements of not only the County, but the School Districts and other Treasury Pool Participants, the portfolio will maintain at least 40% of its total book value in securities having a maturity of one (1) year or less.
- Operating funds shall be invested so as to ensure that maturity dates will coincide with projected cash flow needs, taking into account anticipated revenues and expenditures of significant dollar size.

Prohibited Investments:

All investments not specifically listed within are hereby prohibited.

Investment Criteria:

Figure 1. (See Table of Notes for Figure 1 on following page)

	Maximum Maturity	Maximum % of Pool	Rating
U.S. Treasury and Agency Securities (\$53601 (b&f))	5 years	100	N/A
Bonds and Notes issued by local agencies (see section 1) (\$53601 (e))	5 years	100	N/A
Registered State Warrants (see section 2) (\$53601 (c))	5 years	5 % of agency/district deposits	N/A
Bankers' Acceptances (see section 3) (\$53601 (g))	180 days	40	N/A
Commercial Paper (see section 4) (\$53601 (h) and \$53635 (a))	270 days 397	15	A-1/P-1
Negotiable Certificates of Deposit (\$53601 (i))	5 years	30	N/A
Repurchase Agreements (see section 5) (\$53601 (j))	1 year	25	N/A
Reverse Repurchase Agreements (see section 5) (\$53601 (j))	92 days	25	N/A
Medium-Term Corporate Notes (\$53601 (k))	5 years	30	A
Mutual Funds & Money Market Mutual Funds (\$53601 (l)) & 6509.7 & 53601 (p))	N/A	20	AAA
Local Agency Investment Fund (LAIF) (\$16429.1)	N/A	As limited by LAIF	N/A

Commented [CM1]: SB 595 effective date 1/1/2026 revised maximum maturity period for investment in eligible commercial paper. Sunset date for local agency investment authority extended to 1/1/2031.

(Figure 1 footnotes)

Section	Information
1	The County Treasury may purchase the bonds, notes, warrants or other evidences of indebtedness of any local agency formed within the County of Inyo. Such investments may not exceed five (5) years. No more than 10% of the assets may be invested.
2	Registered Warrants are restricted only to cash substitutes issued by the State during periods of declared fiscal emergency.
3	No more than 30 percent of the agency's surplus funds may be invested in the Bankers' Acceptances of any one commercial bank pursuant to this section.
4	All commercial paper issuers must maintain an "A-1" rating by Standard & Poor's Corporation or a "P-1" rating by Moody's Investor Service. No more than 15% of the agency's funds may be invested in commercial paper with no more than 10% of the assets be invested in any one issuer's commercial paper.
5	Reverse Repurchase Agreements may be utilized pursuant to the provisions of Section 53601(j) only for the purposes of supplementing the yield on previously purchased securities or to provide funds for the immediate payment of local agency obligations. The maximum maturity of repurchase agreements shall be one year. The maximum maturity of a reverse repurchase agreement shall be 92 days.

Criteria for the Selection of Broker/Dealers and Financial Institutions:

The County Treasurer shall select only primary government securities dealers that report daily to the New York Federal Reserve Bank, unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. All broker/dealers and financial institutions must have a strong industry reputation and open lines of credit with other dealers. Further, these firms must have an investment grade rating from at least one of the national rating services, if applicable.

Any broker, brokerage, dealer or securities firm shall be prohibited from conducting business with the County Treasurer if the individual or firm has, within any consecutive 48-month period following January 1, 1996, made a political contribution exceeding the limitation contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the Inyo County Treasurer, any member of the Inyo County Board of Supervisors, or any candidate for these offices.

Each broker/dealer or financial institution will be sent a copy of this Policy and a list of those persons authorized to execute investment transactions.

Each broker/dealer and financial institution authorized to conduct business with Inyo County shall, at least annually, supply the County Treasurer with financial statements.

County Treasurer's Authority to enter into depository accounts:

In accordance with California Government Code §53682, the treasurer may enter into contracts for services rendered by that depository. All contracts shall include the information further defined by CGC §53682 (a)-(f).

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Criteria for the Management of Extraordinary Withdrawals:

Extraordinary Withdrawals are those withdrawals from the County Treasury that:

- Are not predictable by the County Treasurer from an analysis of historic and current Treasury cash flow records, and
- As a result of the dollar amount of such withdrawals, have a significant impact on the ability of the County Treasurer to satisfy the cash flow requirements of the Participants in the County Treasury Pool.

Such Extraordinary Withdrawals from the County Treasury can create liquidity problems and negatively impact the earnings of the remaining County Treasury Pool Participants in the event that the County Treasurer is forced to liquidate securities prior to their scheduled maturity dates in order to cover such withdrawals. A Pool Participant, who wishes to withdraw from the pool or make an Extraordinary Withdrawal, will be encouraged to work with the County Treasurer to arrange a withdrawal schedule that would prevent losses to the withdrawing agency or the remaining Pool Participants.

The criteria for such requests to be categorized as an Extraordinary Withdrawal are defined as:

- Minimum dollar amount of \$1,000,000.00 (one million) dollars, with the exception of all payroll and payroll related expenses: or
- 10% of an Agency's deposits on hand in the treasury.

All Extraordinary Withdrawal requests must be submitted in writing to the treasury by an authorized approver from the department/Agency. The request must be submitted a minimum of ten (10) business days prior to the requested settlement (transfer) date of the funds.

Pursuant to Government Code Section 27133(h), upon receipt of any request to withdraw funds from the County Treasury, the County Treasurer shall assess the effect of the proposed withdrawal on the stability and predictability of all the investments of the County Treasury. The County Treasurer will approve a withdrawal only if he/she determines that said withdrawal would not adversely affect the interests of the other participants in the County Treasury Pool. If the County Treasurer determines that an Extraordinary Withdrawal will cause the County Treasury Pool to realize a loss, the County Treasurer in his/her discretion may disapprove the withdrawal, or delay the withdrawal, or approve the withdrawal on the condition that any such loss be borne by the agency requesting the withdrawal, and on any other condition necessary to prevent an adverse effect on the interests of the other Pool Participants. The County Treasurer reserves the right to choose which securities to liquidate to provide for the Extraordinary Withdrawal and could choose to sell the securities that have the lowest earnings.

Safekeeping:

Pursuant to Section 53608 the Inyo County Board of Supervisors has, by its Resolution No. 95-97 dated September 26, 1995, delegated to the County Treasurer the authority to enter into safekeeping agreements with specified institutions. Investment securities purchased by the County Treasury shall be held in customer-segregated safekeeping accounts that qualify as "Category 1 Custody" as defined by the Governmental Accounting Standards Board. Each institution where securities are held shall be required to provide a monthly safekeeping statement to the County Treasurer.

Apportionment of Interest, Costs and the Calculation of the Treasurer's Administrative Fee:

The relationship of a participant's daily fund balance to the total average daily balance of the entire Treasury Pool determines the percentage of interest paid to the Participant from a single apportionment. The proportionate amount of the Treasurer's Administrative Fee paid by any Participant in any quarter may be calculated in the same manner.

The County Treasurer's Administrative Fee, as authorized by Section 27013 and as calculated by the County Treasurer, shall not exceed the actual administrative costs incurred by the County for the operation of the County Treasury. In addition, pursuant to Section 27135, the cost of the County Treasury Oversight Committee's annual compliance audit shall be deemed as an administrative cost pursuant to Section 27013.

The Treasurer's Administrative Fee shall be imposed quarterly and deducted from interest earnings prior to the apportionment of those earnings to the participants in the County Treasury Pool.

Audit, Supervision, Approval and Monitoring of the Investment Policy and Portfolio, including Reporting Requirements:

- Pursuant to Section 25250, the County Board of Supervisors (Board) shall, at least biennially, cause to be audited in accordance with generally accepted auditing standards, the financial accounts, and records of all officers, including the County Treasurer, having responsibility for the care, management, collections, or disbursement of public funds.
- Pursuant to Section 25303, the Board will supervise the official conduct of the Inyo County Treasurer.
- Pursuant to Section 26920 et seq., the County auditor shall, at least once a quarter, perform a review of the Treasurer's statement of assets.
- Pursuant to Section 27100, the books, accounts, and vouchers of the County Treasury are at all times subject to the inspection and examination by the Board and the County Grand Jury, or by any officers or agents designated by the Board or Grand Jury to make the inspection or examination. The County Treasurer shall permit the examination of the books and assets of the County Treasury.
- The County Treasurer shall annually render to the Board at a public meeting the Treasury Investment Policy for the Board's review and approval. Any changes to the Policy shall also be reviewed and approved by the Board at a public meeting. In addition, the Treasurer shall annually provide copies of the Policy to the County Treasury Oversight Committee
- The County Treasurer shall render a quarterly report to the Board, County Auditor-Controller and Treasury Oversight Committee. The report shall reflect, pursuant to the Law, the detailed status of investments held by the County Treasury including the following information: (Refer to Section 53646)
 - The type of investment, name of the issuer, date of maturity, par and dollar amount invested on all securities, investments and monies held.
 - A description of the funds, investments or programs that are under the management of contracted parties, including lending programs.
 - The market values of all funds, investments, or programs under the management of contracted parties, and the source valuation for any security within the treasury.
 - A description of the compliance or the manner in which the portfolio is not in compliance with the County Treasury Investment Policy.

- A statement of the County Treasury's ability to meet the projected liquidity requirements of participants in the treasury pool for the next six (6) months, or an explanation as to why sufficient money may not be available.

Upon request, the County Treasurer shall deliver to the County Auditor-Controller a detailed record of investment activity for the current or preceding fiscal year.

The County Treasurer shall routinely monitor the investment portfolio in relationship to limitations and restrictions imposed by the California statutes and as herein stated and will adjust the portfolio accordingly.

Internal Controls:

The County Treasurer shall establish a system of written internal controls, which shall be reviewed annually by all authorized persons. The internal controls shall be designed to prevent, or at least minimize, the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions. Where possible, investments shall be placed, confirmed, held, accounted for, and audited by different persons.

Prohibitions on the Acceptance of Gifts and Honoraria:

The County Treasurer, Assistant County Treasurer and the members of the Treasury Oversight Committee shall comply with the provisions of the Political Reform Act (Section 87200 et seq.) as those rules may be amended from time to time by the Fair Political Practices Commission.

The provisions of the Political Reform Act shall also govern the conduct of the above referenced individuals, particularly with regard to restriction placed on the acceptance by members of honoraria, gifts and gratuities from financial and security advisors, brokers, dealers, bankers, or other persons with whom the County Treasury conducts business.

Provisions for the Separate Investment Management of the General Obligation Bond Proceeds of Local Governmental Agencies that are Treasury Pool Participants:

This section sets forth an alternative investment procedure for the separate investment management of certain general obligation bond proceeds belonging to local governmental agencies that are participants in the Treasury Pool. The goal of this procedure is to maximize interest earnings on general obligation bond proceeds that are not immediately required by the issuing agency, thereby reducing the agency's bond interest costs.

Prior to the separate investment of general obligation bond proceeds as outlined below, the governing board of the local agency that issued the bonds shall adopt a resolution authorizing the County Treasurer to make such investments on behalf of the agency. The agency whose bond proceeds will be invested as herein stated will have the option to restrict the type of such investment instruments purchased by the County Treasurer, provided such restrictions fall within the parameters of this Investment Policy, and are reflected in the agency's authorizing resolution.

General obligation bond proceeds of \$100,000.00 or more belonging to a local governmental agency that is a Treasury Pool Participant and that are not immediately required by the agency, may, at the sole discretion of the County Treasurer, be separately invested for the financial benefit of said agency. The bond proceeds shall at all times remain in, and be considered part of, the County Treasury. The bond proceeds that have been separately invested may not be withdrawn from the Treasury. Once authorized by a resolution of the agency issuing the bonds as stated above, the County Treasurer may use the bond proceeds to purchase specific investments that will thereafter be considered investments of said agency.

The agency that issued the bonds will deliver to the County Treasurer its most current schedule of calendar dates on which the agency anticipates withdrawing the bond proceeds from the Treasury. The Treasurer will utilize the agency's most current withdrawal schedule to provide the necessary liquidity, while at the same time endeavoring to maximize interest earnings on the said proceeds. In the event the agency requires its bond proceeds prior to the maturity dates of the separate investments, and has no other source of funds to pay the financial obligation that should have been paid from those bond proceeds, the County Treasurer may purchase one or more of the agency's separate bond investments for the Treasury investment portfolio that is shared by the other Pool Participants with assets of the Treasury, thereby making the necessary amount of the agency's bond proceeds available to the agency for withdrawal, provided, however, that no purchase may be made by the Treasurer of the separate bond investments of the agency if that purchase will result in a financial loss the County Treasury or otherwise injure the Treasury Pool Participants.

For accounting purposes, such separate investments shall be segregated from those investments of the Treasury Pool that are owned proportionately by all Treasury Pool Participants. The interest earned on the investments purchased with the agency's bond proceeds will be deposited, net of any Treasurer's Administrative Fees, in the issuing agency's bond proceeds fund within the Treasury and will not be distributed to any other Pool Participant or Treasury fund. Said bond proceeds, when separately invested as herein stated, will not earn any interest on those Treasury investments that are owned proportionately by the Treasury Pool Participants and not separately invested.

Disclosure of Significant Activity:

The Treasurer's office will inform the Office of the County Administrator by means of a written memorandum or email, prior to the close of business on the next business day, whenever the daily activity of the County Treasury includes one or more of the following transactions:

- Transaction(s) in an aggregate amount of \$5,000,000.00 or more including:
 - Sale of a security prior to the stated maturity or call date of said security.
 - Withdrawal or transfer of cash assets from a depository, including but not limited to a bank, investment pool or money market fund.
 - Payment of an Extraordinary Withdrawal, as such Withdrawal is herein defined.
- Activity resulting in a negative balance to a treasury account.

Duties of the Treasury Oversight Committee:

The Treasury Oversight Committee (TOC) is required to annually review and monitor the Investment Policy prepared by the County Treasurer, pursuant to Government Code Section 27133, and cause an annual compliance audit, pursuant to Government Code Section 27134.

Established here as policy, the TOC will review and accept the Statement of Investment Policy prepared by the Treasurer ~~in December at the annual meeting of~~ each year. Any revisions to the Statement of Investment Policy will also be reviewed and accepted by the TOC prior to submitting any such revisions to the Board of Supervisors to review and approve.

The Treasurer shall annually submit the Statement of Investment Policy to be reviewed and approved at a public meeting as required by Government Code Section 53646. This Section also requires that any change in the Policy be reviewed and approved by the Board of Supervisors at a public meeting.

Annual Compliance Audit:

After the end of each fiscal year, the TOC shall cause to happen, an annual audit to determine compliance with the Statement of Investment Policy. Additionally, the audit may address questions of portfolio structure and risk. The audit findings will be an agenda item at the annual TOC meeting. The cost of the audit will be charged against the Treasurer's budget and will be included in the investment expenses as part of the Treasurer's Administrative Fee.

GLOSSARY OF TERMS

ACCRUED INTEREST

Interest that has accumulated but has not yet been paid from the most recent interest payment date or issue date to a certain date.

BANKERS' ACCEPTANCE

A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank "accepts" such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. Little risk is involved for the investor because the commercial bank assumes primary liability once the draft is accepted.

BASIS POINT

One basis point is equal to 1/100 of one percent. For example, if interest rates increase from 4.25% to 4.50%, the difference is referred to as a 25-basis-point increase.

BOOK VALUE

The value of a security as carried in the records of an investor. May differ from current market value of the security.

BROKER/DEALER

Any person engaged in the business of effecting transactions in securities in this state for the account of others or for his/her own account. Broker/dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of his/her own issue.

COMMERCIAL PAPER

Short-term, unsecured promissory note issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30-45 days.

COUPON RATE

The annual rate of interest payable on a security expressed as a percentage of the principal amount.

CREDIT RISK

The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CURRENT YIELD

The annual income from an investment divided by the current market yield. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

CUSIP NUMBERS

CUSIP is an acronym for Committee on Uniform Security Identification Procedures. CUSIP numbers are identification numbers assigned to each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

DISCOUNT

The amount by which the par value of a security exceeds the price paid for a security.

EARNINGS APPORTIONMENT

The quarterly interest distribution to the Pool Participants where the actual investment costs incurred by the Treasurer are deducted from the interest earnings of the Pool.

FAIR VALUE

The amount at which an investment could be exchanged in a current transaction between willing parties, other than a forced or liquidation sale.

FLOATING RATE NOTE

A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is based on a market index (e.g. Treasury bills, LIBOR etc.).

INTEREST

The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

LOCAL AGENCY INVESTMENT FUND (LAIF)

The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

MARKET VALUE

The price at which a security is trading and could presumably be purchased or sold.

MATURITY

The date upon which the principal of a security becomes due and payable to the holder.

MONEY MARKET MUTUAL FUND

A mutual fund with investments directed in short-term money market instruments only, which can be withdrawn daily without penalty.

PAR

The stated maturity value, or face value, of a security.

PAR VALUE

The stated or face value of a security expressed as a specific dollar amount.

PREMIUM

The amount by which the price paid for a security exceeds the security's par value.

REPURCHASE AGREEMENT OR RP OR REPO

An agreement consisting of two simultaneous transactions whereby the investor purchases securities from a bank or dealer and the bank or dealer agrees to repurchase the securities at the same price on a certain future date. The interest rate on an RP is that which the dealer pays the investor for the use of his/her funds. Reverse repurchase agreements are the mirror image of the RPs when the bank or dealer purchases securities from the investor under an agreement to sell them back to the investor.

REGISTERED WARRANTS

A registered warrant is a "promise to pay," with interest, that is issued by the State when there is not enough cash to meet all of the State's payment obligations.

SETTLEMENT DATE

The date on which the purchase or sale of securities is executed. For example, in a purchase transaction, the day the securities are physically delivered or wired to the buyer in exchange for cash is the settlement date.

TRADE DATE

The date and time corresponding to an investor's commitment to buy or sell a security.

WEIGHTED AVERAGE MATURITY

The remaining average maturity of all securities held in a portfolio.

**Inyo County Treasurer
Disaster/Business Continuity Plan
Banking and Investment Functions**

Scope:

The Inyo County Treasurer's banking and investment functions are mission critical and as such, the office must have a Disaster/Business Continuity Plan in place. In the event we are unable to operate from our office, the plan shall be activated. Periodically, the plan shall be tested.

Continuity Procedure:

In the event that we are unable to conduct normal business operations, the authorized persons shall interact with one another by home phone, email, or cell to decide on the alternate location. If unable to contact one another, the authorized persons shall, through the County's office of emergency services, establish contact with one another.

Functions and Tasks to be Performed:

Recognizing that we may be operating in less than optimal conditions, the primary functions are to protect and continue to account for all funds on deposit with the County Treasurer. While normal processes may be modified, the Investment Policy shall be strictly followed.

Tasks to be performed include:

- Daily cash position workup.
- Investment of maturing securities and any daily deposits.
- Daily cash and bank reconciliation.
- For deposits, the Treasurer's office will notify county departments, special districts, and schools of any change to their deposit location. Deposits to any account other than those established by the County Treasurer is strictly prohibited.
- Disbursement activity will be coordinated with the County Auditor-Controller.

Equipment and Emergency Packets:

The Treasurer, Assistant Treasurer and Treasury Operations Manager shall have in their possession at all times, their county issued laptops.

The following items that must be available on the issued laptops are:

- Copy of the Investment Policy, which includes the Disaster/Continuity Plan
- Updated report of investments
- Sign on instructions to access all online bank accounts and securities safekeeping accounts

- Listing of all home phone, home addresses, cell phone, email addresses of the authorized persons and treasury staff. Listings shall also include the County Administrator, County Auditor-Controller, and the Office of Emergency Services.
- Banks, Authorized Broker/Dealers, names, and contact information.
- Copies of all districts, county and school bank signature cards.
- Contact list for all agencies whose funds are on deposit with the treasury.

Offsite Locations:

Failing the ability to operate from our office, our operations will move in this order of priority:

- Consolidated Office Building, Bishop California
- Location determined by the Office of Emergency Services or County Administrator

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INYO COUNTY BOARD OF SUPERVISORS

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

DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-772

Resolution Delegating Investment Authority to the Inyo County Treasurer Treasurer-Tax Collector ACTION REQUIRED

ITEM SUBMITTED BY

Christie Martindale, Treasurer-Tax Collector

ITEM PRESENTED BY

Christie Martindale, Treasurer-Tax Collector

RECOMMENDED ACTION:

Approve Resolution No. 2026-02, titled, "A Resolution of the Board of Supervisors of the County of Inyo Delegating to the Inyo County Treasurer its Investment Authority Pursuant to Section 53607 of the Government Code," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Section 53607 of the Government Code authorizes your Board to annually delegate its authority to invest or reinvest money in the county treasury, or to sell or exchange securities so purchased, to the County Treasurer, who shall thereafter assume full responsibility for those transactions until the delegation of said authority is revoked or expires. Since 1955, California County Boards of Supervisors, including the Inyo County Board, have exercised this authority. This action, as it relates to public funds on deposit in the county treasury, transfers fiduciary responsibility from your Board members to the County Treasurer, and provides for the efficient day-to-day operations of the county treasury.

FISCAL IMPACT:

	There is no fiscal impacts associated with this agenda item.		
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may opt not to delegate its investment authority to the County Treasurer. In such a case, the Board's individual members would assume the fiduciary responsibility for providing day-to-day safety, liquidity and yield of the county's public funds on deposit in the County Treasury. All other agency funds on deposit in the remains under the authority of the County Treasurer.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services

APPROVALS:

Christie Martindale	Created/Initiated - 11/20/2025
Darcy Israel	Approved - 11/20/2025
Christie Martindale	Approved - 11/20/2025
John Vallejo	Approved - 12/01/2025
Amy Shepherd	Approved - 12/03/2025
Denelle Carrington	Final Approval - 12/04/2025

ATTACHMENTS:

1. Resolution No. 2026-02 Delegating Investment Authority to the Inyo County Treasurer

RESOLUTION No. 2026-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO DELEGATING TO THE INYO COUNTY TREASURER ITS INVESTMENT AUTHORITY PURSUANT TO SECTION 53607 OF THE GOVERNMENT CODE

WHEREAS, this Board has previously exercised its prerogative under Section 53607 of the Government Code and delegated to the Inyo County Treasurer its authority to make investments of certain monies in the Inyo County Treasury; and

WHEREAS, Government Code Section 53607 requires that the delegation to the County Treasurer of this Board's investment authority be made annually; and

WHEREAS, this Board finds that the Inyo County Treasurer has lawfully, prudently, and wisely invested monies of the County and that it is in the public interest that the Treasurer continue to exercise this Board's investment authority; and

WHEREAS, this Board desires to renew the delegation of its investment authority to the Inyo County Treasurer pursuant to Government Code Section 53607,

NOW, THEREFORE, BE IT RESOLVED that pursuant to Government Code Section 53607 the Inyo County Board of Supervisors hereby renews the delegation of its authority to invest monies on deposit in the Inyo County Treasury to the Inyo County Treasurer provided that all such investments are made in accordance with the provisions of Article 1 of Chapter 4 of Part 1 of Division 2 of Title 5 (commencing with Section 53600) of the Government Code and the Investment Policy of the Inyo County Treasury.

BE IT FURTHER RESOLVED that this Board reserves the right, at any time, to exercise its authority to revoke or restrict the investment authority and responsibility of the Inyo County Treasurer as delegated herein.

PASSED AND ADOPTED this 6th day of January 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairman

Inyo County Board of Supervisors

ATTEST: _____,
Clerk of the Board

BY: _____,
Darcy Isreal, Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

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

DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-822

Award of Contract for Facilities Floor Cleaning Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Teresa Elliott, Administrative Analyst

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Ratify and approve the contract between the County of Inyo and Bishop Building Maintenance of Bishop, CA for the provision of Floor Cleaning Services in an amount not to exceed \$203,673.83 for the period of three-and-a-half years, January 1, 2026 through June 30, 2029, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This project will provide hard floor service in the common area twice a year. The County reserves the right to add/delete to the specified list stated in the bid during the term of the agreement. Pricing for new facilities would be agreed upon in advance and added to the contract by amendment. All manufacturer's recommendations must be followed for the type of flooring as specified in the table. Carpet cleaning will be on an as-needed basis and may not include the full quantity.

On November 4, 2025, the Public Works Department advertised for Floor Cleaning Services through OpenGov and received two bids. The Bishop Building Maintenance of Bishop CA, submitted a bid in the amount of \$54,502.92, and EcoBrite Services of Lehi, UT, submitted a bid in the amount of \$103,247.99.

The Inyo County Public Works Department would like to enter into a Service Contract with Bishop Building Maintenance Janitorial Services & Carpet Cleaning of Bishop, CA to provide floor cleaning services for County buildings, as and when requested, for a period of three and a half years from January 1, 2026 to June 30, 2029.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011100
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$40,166.27 for the period between January 2026 through June 30, 2026

Future Fiscal Year Impacts

Up to \$163,507.56 for the period between July 2026 through June 2029

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

Your Board can decide not to award this contract but County facilities require regular floor cleaning—including carpet cleaning, vinyl floor waxing, and general maintenance—for several important reasons: clean, well-maintained floors reflect positively on the county's image and demonstrate a commitment to professionalism and public service, some county facilities (e.g., health departments, courthouses, or public service buildings) may be subject to state or federal cleanliness standards. Regular floor care ensures compliance with OSHA, ADA, or other regulatory requirements.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Improved County Facilities

APPROVALS:

Teresa Elliott	Created/Initiated - 12/11/2025
Darcy Israel	Approved - 12/12/2025
Teresa Elliott	Approved - 12/12/2025
Ashley Helms	Approved - 12/17/2025
Amy Shepherd	Approved - 12/17/2025
Keri Oney	Approved - 12/19/2025
John Vallejo	Approved - 12/22/2025
Michael Errante	Approved - 12/22/2025
Denelle Carrington	Final Approval - 12/22/2025

ATTACHMENTS:

1. Contract packet

AGREEMENT BETWEEN COUNTY OF INYO
AND Bishop Building Maintenance
FOR THE PROVISION OF County Floor Cleaning Services

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of Bishop Building Maintenance (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1. Work to be Performed

The Contractor shall furnish to the County, upon its request, those services and work set forth in herein. Requests by the County to the Contractor to perform under this Agreement will be made by Teresa Elliott, whose title is: Administrative Analyst. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee that any minimum amount of services or work will be requested of the Contractor. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

1.2. Tasks and Deliverables

1.3. Floor Cleaning

A. Services requested, by flooring type:

1. Hard Flooring – Remove floor coating and add 2-3 coats of floor finish. Floor Finish shall be IShine, by Spartan or approved equal. Shall be performed bi-annually.
 - a. No-scratch brushes must be used to avoid damaging the marble flooring in the Independence Courthouse.
 - b. The Legion Hall bathrooms, kitchen and auxiliary room shall only be serviced once annually, this is noted with a *** in the pricing table.
2. Hardwood– Clean and add two layers of floor finish. Shall be performed annually.

- 3. Commercial Carpet – Clean hallways and common areas with hot water extraction.
- B. Some locations require moving tables and chairs. These locations are noted with ** in the pricing table.
- C. Work shall be performed once or twice annually, as noted above. This will not be a monthly agreement.
- D. County reserves the right to add/delete to this list, as needed, during the term of this agreement. Pricing for new facilities would be agreed upon in advance, and added to the contract by amendment.
- E. All manufacturer recommendations must be followed for the type of flooring.
- F. Carpet cleaning will be on an as-needed basis and may not include the full quantity.

2. TERM

The term of this Agreement shall be from Thursday, January 1, 2026 to Saturday, June 30, 2029 unless sooner terminated as provided below.

3. CONSIDERATION

- A. Compensation. County shall pay to Contractor in accordance with **Attachment A ("Schedule of Fees")** attached hereto and by reference incorporated herein, for the services and work described in the **Scope of Work** which are performed by Contractor at the County's request.
- B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.
- C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$203,673.83 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.
- D. Federal and State taxes.

- i. Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- ii. County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).
- iii. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- iv. The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

- A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in the **Scope of Work** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in the **Scope of Work**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in the **Scope of Work**, 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. PREVAILING WAGE

Pursuant to Section 1720 et seq. of the Labor Code, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are necessary for Contractor to provide the services identified in the **Scope of Work**. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items.

8. COUNTY PROPERTY

- A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items.
- B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of Contractor's services or work under this Agreement are, and at the

termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

9. MINIMUM INSURANCE REQUIREMENTS

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:

9.1. Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

9.2. 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.*)

9.3. 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.*)

9.4. Contractor Broader Coverage

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.

9.5. 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.

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:

- A. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- C. 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.

10. STATUS OF CONTRACTOR

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

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNITY

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.

12. RECORDS AND AUDIT

- A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement and any applicable laws, ordinances, or regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.
- B. Inspections and Audits. Any authorized representative of County shall have access to any records including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained by Contractor. Further, County has the right to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of

Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. CANCELLATION

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

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure

of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

19. CONFLICTS

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

20. POST AGREEMENT COVENANT

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

21. SEVERABILITY

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION

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

23. AMENDMENT

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

24. NOTICE

Any notice regarding this Agreement shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

County of Inyo:

Public Works
1360 N Main St Bishop CA, 93514

Contractor:

Bishop Building Maintenance
233 Rawson Creek Rd Bishop, CA 93514

25. ENTIRE AGREEMENT

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

For Inyo County

SIGNATURE

John Vallejo

FULL NAME

DATE SIGNED

County Counsel

TITLE

SIGNATURE

Aaron Holmberg

FULL NAME

DATE SIGNED

Risk Manager

TITLE

SIGNATURE

on behalf of Amy Shepherd

FULL NAME

DATE SIGNED

Auditor-Controller

TITLE

SIGNATURE

Trina Orrill

FULL NAME

DATE SIGNED

Chair of the Board

TITLE

For Contractor

SIGNATURE

Oswaldo Vera

FULL NAME

DATE SIGNED

Owner

TITLE

Exhibits List

A - Pricing_Table_Osvaldo

Exhibit A

Pricing_Table_Osvaldo

Table Name	Line It	Description	Unit of Measure	Quantity	Unit Cost		Custom1	Custom2	Custom3
Table 1		Hard Flooring – Remove floor coating and add 2-3 coats of floor finish (bi-annually)							
Table 1	1	Agricultural Maintenance Building	Lump Sum	2	\$ 545.25	\$ 1,090.50	218 Wye Road, Bishop	VCT	727
Table 1	2	Animal Shelter	Lump Sum	2	\$ 474.75	\$ 949.50	County & Reynolds Rd. Big Pine	VCT	633
Table 1	3	Independence Courthouse	Lump Sum	2	\$ 1,932.75	\$ 3,865.50	168 N. Edwards St, Independence	Marble*	2,517 + 60 steps
Table 1	4	Museum**	Lump Sum	2	\$ 3,075.75	\$ 6,151.50	155 N. Grant St, Independence	VCT	4,101
Table 1	5	Senior Center**	Lump Sum	2	\$ 1,023.00	\$ 2,046.00	506 Park Ave, Bishop	VCT	1,364
Table 1	6	Statham Hall**	Lump Sum	2	\$ 3,330.75	\$ 6,661.50	138 N. Jackson, Lone Pine	VCT	4,441
Table 1	7	Annex Building	Lump Sum	2	\$ 1,365.00	\$ 2,730.00	168 N. Edwards, Independence	VCT	1,800 + 20 steps
Table 1	8	Legion Hall – Auxiliary room, bathrooms, kitchen***	Lump Sum	2	\$ 525.00	\$ 1,050.00	201 S. Edwards St, Independence	VCT	700
Table 1	9	County Consolidated Building 1st Floor	Lump Sum	2	\$ 837.00	\$ 1,674.00	1360 N. Main St, Bishop	VCT	1116
Table 1	10	County Consolidated Building 2nd Floor	Lump Sum	2	\$ 672.00	\$ 1,344.00	1360 N. Main St, Bishop	VCT	896
Table 1	11	County Administration	Lump Sum	2	\$ 375.00	\$ 750.00	168 N Edwards, Independence	VCT	500
Table 1	12	Bishop Airport bathrooms	Lump Sum	2	\$ 180.00	\$ 360.00	703 Airport Road,	VCT	240
Table 1		Hardwood– Clean and add two layers of floor finish (once annually)							
Table 1	13	Legion Hall	Lump Sum	1	\$ 2,250.00	\$ 2,250.00	201 S Edwards St, Independence	Hardwood	3,000
Table 1	14	Big Pine Town Hall	Lump Sum	1	\$ 1,997.25	\$ 1,997.25	180 Dewey St, Big Pine	Hardwood/V	2,663
Table 1		Commercial Carpet – Clean hallways and common areas with hot water extraction							
Table 1	15	Treasury – Courthouse - Two locations	Lump Sum	1	\$ 510.00	\$ 510.00	168 N. Edwards St, Independence	Carpet	Approx. 1000
Table 1	16	Bishop Airport Terminal **	Lump Sum	1	\$ 1,173.00	\$ 1,173.00	703 Airport Road, Bishop	Carpet	Approx. 2300
Table 1	17	Annex Building	Lump Sum	1	\$ 561.00	\$ 561.00	168 N. Edwards, Independence	Carpet	Approx.
Table 1	18	Auditor's – Courthouse	Lump Sum	1	\$ 136.17	\$ 136.17	168 N. Edwards St, Independence	Carpet	Approx. 1200
Table 1	19	Pavilion – Courthouse **	Lump Sum	1	\$ 612.00	\$ 612.00	168 N. Edwards St, Independence	Carpet	Approx. 267
Table 1	20	Bishop Library	Lump Sum	1	\$ 136.17	\$ 136.17	210 Academy Ave, Bishop	Carpet	Approx. 2000
Table 1	21	County Consolidated Building 1st Floor **	Lump Sum	1	\$ 1,020.00	\$ 1,020.00	1360 N. Main St, Bishop	Carpet	15,193
Table 1	22	County Consolidated Building 2nd Floor **	Lump Sum	1	\$ 7,748.00	\$ 7,748.00	1360 N. Main St, Bishop	Carpet	16,693
Table 2	23	HHS Fiscal Building			\$ 918.00	\$ 918.00	155 Market St, Independence	Carpet	Approx. 3045
Table 1	24	Senior Center	Lump Sum	1	\$ 255.00	\$ 255.00	506 Park Ave, Bishop	Carpet	Approx. 500
Table 1	25	County Administration **	Lump Sum	1	\$ 8,513.43	\$ 8,513.43	168 N Edwards, Independence	Carpet	Approx. 1800

Total for Jan - June 2026 \$ 40,166.27
 Annual Total FY 26/27 through 28/29 \$ 163,507.56
 Contract Total \$ 203,673.83



INYO COUNTY BOARD OF SUPERVISORS

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

DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-808

Disease Intervention Specialist (DIS) Workforce Development Grant Agreement Health & Human Services - Health/Prevention ACTION REQUIRED

ITEM SUBMITTED BY

Laura Kennedy, Nurse Supervisor

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the grant agreement between Inyo County and the California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB) for the provision of disease intervention specialty services in an amount not to exceed \$461,160.00 between July 1, 2025, through June 30, 2030, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The California Department of Public Health (CDPH) Disease Intervention Specialist (DIS) Workforce Development Grant provides funding to local health jurisdictions to strengthen the public health workforce, particularly in the area of sexually transmitted disease (STD) prevention and response. The grant supports recruitment, training, and retention of DIS staff, expands capacity for case investigation and contact tracing, and enhances collaboration across local partners to improve community health outcomes.

This contract is coming to the Board for ratification because it was received in late October from CDPH and staff needed time to review the scope of work and allowable uses of the funding. We have chosen to not spend monies in this fiscal year and to take time to plan how to utilize these grant funds for FYs 26/27, 27/28, 28/29 and 29/30.

FISCAL IMPACT:

Funding Source	Grant Funded (California Department of Public Health)	Budget Unit	045100
Budgeted?	Not for FY 25/26. We will budget for FY 26/27, 27/28, 28/29 and 29/30	Object Code	4498
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

N/A

Current Fiscal Year Impact

Due to receiving this information after budgets have approved, we will not be spending these funds in this current fiscal year.

Future Fiscal Year Impacts

We will looking at how to spend these funds in FY 26/27, 27/28, 28/29 and 29/30. These funds are to be used to strengthen the public health workforce and increase outreach.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this grant agreement. However, that is not advised as declining the funding would limit the Department's ability to expand capacity for disease investigation and response.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Laura Kennedy	Created/Initiated - 12/17/2025
Darcy Israel	Approved - 12/17/2025
Laura Kennedy	Approved - 12/17/2025
Melissa Best-Baker	Approved - 12/17/2025
Anna Scott	Approved - 12/18/2025
Gina Ellis	Approved - 12/19/2025
Stephanie Tanksley	Approved - 12/19/2025
Amy Shepherd	Approved - 12/26/2025
Stephanie Tanksley	Approved - 12/28/2025
John Vallejo	Approved - 12/29/2025
Denelle Carrington	Final Approval - 12/29/2025

ATTACHMENTS:

1. DIS Workforce Development Grant_Grant Activities
2. DIS Workforce Development Grant_Award Letter
3. CDPH-DIS Grant Processing Request Form

Grant Activities

Disease Intervention Specialist (DIS) Workforce Development

1. Service Overview

The Grantee will use this funding to develop, expand, train, and sustain the disease investigation and intervention workforce and address jurisdictional prevention and response needs for human immunodeficiency virus (HIV), sexually transmitted infections (STIs), hepatitis C virus (HCV), and mpox. **The funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends and rapidly respond to changes in disease trends and outbreaks of STIs, HIV, HCV, and mpox.**

STI prevention is HIV prevention. People with STIs are at an increase risk for acquiring and transmitting HIV. [CDC states in the STI Treatment Guidelines](#) that “diagnosis of an STI is a biomarker for HIV acquisition, especially among persons with primary or secondary syphilis or, among MSM individuals with rectal gonorrhea or chlamydia.” Data shows men who have sex with men (MSM) diagnosed with rectal gonorrhea and early syphilis were at the greatest risk of being diagnosed with HIV infection post-STI diagnosis and that these individuals should be prioritized for more intensive prevention interventions, including PrEP ([Katz et al, 2016](#)). Hence, identifying, treating and preventing STIs has a clear link to preventing HIV infection.

Additionally, HIV, STIs, HCV, and mpox have shared populations at risk, including MSM due to similar transmission mechanisms including sexual activity. In California, STI and HIV rates are particularly high among vulnerable populations already at elevated risk for HIV, including gay, bisexual, and other MSM, transgender and non-binary individuals, BIPOC communities, people who use drugs, and people experiencing homelessness or incarceration. Recent data also indicates STI rates are significantly higher - up to 39% (Williams & Bryant, 2018) and the CDC reports an increased HIV burden among people experiencing homelessness. Additionally, a composite literature review of [STI prevalence in homeless adults](#) identified HCV as the highest reported prevalence, at 52% among older men experiencing homelessness (Williams & Bryant, 2018).

According to HHS Guidelines: Both HIV and HCV can be transmitted by percutaneous exposure to blood or blood products, sexual intercourse, and perinatal transmission; however, the relative efficiency of transmission by these routes varies substantially. HCV transmission via injection drug use remains the most common mode of acquisition in the United States. The prevalence of HCV infection among people with HIV is distributed in the following subgroups: people who inject drugs (82.4%), men who have sex with men (MSM, 6.4%). In the United States, it is estimated that 62% to 80% of people who inject drugs and have HIV also have HCV infection. Estimates of HCV/HIV coinfection in the United States have been cited as 21% but have ranged from 6% to 30% with high variability based on the distribution of HIV transmission risk factors.

Grant Activities

Disease Intervention Specialist (DIS) Workforce Development

The potential for rapid spread of HIV among this population of PWID was realized during a 2015 outbreak in rural Scott County, Indiana. In January 2015, disease intervention specialists reported 11 new cases of confirmed HIV infection epidemiologically linked through injection drug use; by comparison, only 5 HIV infections had been diagnosed in this county in the prior 10 years (2004–2013). By November 2015, 181 new cases of HIV had been diagnosed; 92% of infected persons were coinfecting with HCV. In this outbreak among PWID, HCV infection typically preceded HIV infection, representing an important opportunity for HIV prevention. HCV among PWID is often an indicator of syringe-sharing, which also increases HIV risk. Empirical evidence and program evaluation data in California has shown that offering HCV testing increases acceptability and utilization of HIV testing among PWID.

Finally, people who are living with or are at risk for HIV are disproportionately impacted by mpox. Mitigation of mpox severity and transmission through vaccination is a core priority in California since approximately 40% of mpox cases in California in 2023 were among people with HIV. People with HIV, particularly those with a low CD4 cell count or those not receiving antiretroviral therapy, are at higher risk for severe mpox and even death.

Evidence for increasing STI, HCV and mpox incidence and prevalence in HIV-negative men seen in HIV PrEP clinics has also led to current recommendations to monitor for STIs, HCV and mpox as part of PrEP care. For this reason, it is critical that HIV prevention funds also incorporate these preventive services.

The syndemic of HIV, STIs, HCV and mpox from sexual and/or bloodborne transmission highlights the need for a syndemic approach to risk reduction. Given this context, LHJ disease investigators, epidemiologists, clinicians, and other program and grant managers play a critical role in identifying and responding to cases of HIV, STIs, HCV, and mpox, as well as reaching their partners. This work is essential for identifying those at greatest risk for HIV for expanding prevention, conducting investigations, monitoring disease trends, ensuring treatment, linking individuals and their partners to care and prevention are vital strategies for controlling the spread of HIV, STIs, HCV and mpox in California.

The Grantee must adhere to the Grant Activities, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by the California Department of Public Health (CDPH)/STD Control Branch (STDCB). CDPH/STDCB will make any changes and/or additions to these guidelines in writing and, when possible, notification of such changes shall be made 30 days prior to implementation. Any updates to the Grant Activities or additional guidance can be found at the [STI/HCV Local Assistance Funding](#) SharePoint site.

Grant Activities
Disease Intervention Specialist (DIS) Workforce Development

2. Service Location

The services shall be performed at applicable facilities within the Grantee's jurisdiction.

3. Service Hours

The services shall be primarily provided Monday through Friday, from 8:00 a.m. to 5:00 p.m. and include evenings, weekends, and holidays as needed.

4. Project Representative

The project representative for the DIS Workforce Development Grants at CDPH/STDCB is Adriana Cervantes at Adriana.Cervantes@cdph.ca.gov.

5. Services to be Performed

See the attached Grant Activities as follows for a description of the services to be performed.

Grant Activities
Disease Intervention Specialist (DIS) Workforce Development

Activities	Performance Indicators	Timeline
<p>A. Required Activity Scale-up implementation of prevention: doxycycline as pre- or post- exposure prophylaxis (doxy-PEP), HIV PEP/PrEP, vaccines to prevent mpox. Allowable activities can include the following:</p> <ul style="list-style-type: none"> • Purchase of medications, including starter packs for doxy-PEP or HIV PEP/PrEP, and mpox vaccine or other preventative medications or vaccines that become available. • Development and implementation of patient and provider education and communication materials. • Monitoring and evaluation activities including information system improvements to allow for collection of data about doxy-PEP implementation. 	<p>A. Required Data Collection:</p> <ul style="list-style-type: none"> • Number of individuals receiving doxyPEP • Number of individuals receiving HIV PrEP and HIV PEP • Number of individuals receiving vaccines • Patient education or training materials developed or distributed 	<p>07/01/25 – 06/30/30</p> <p>Reported at least annually</p>
<p>B. Required Activity Increase awareness of and access to testing for people at risk for STIs, HIV, HCV, and mpox and other emerging infections for at risk populations.</p>	<p>B. Required Data Collection</p> <ul style="list-style-type: none"> • Number of self-tests (over the counter) ordered/number distributed • Number of CLIA-waived tests performed by specific infection (e.g., syphilis/HIV/HCV) • For CLIA-waived tests: <ul style="list-style-type: none"> • Number of CLIA-waived positive tests/total, number of CLIA-waived tests performed, by test type (STI/HCV/HIV) • Number of individuals initiating treatment/total number of positive individuals for whom treatment was indicated, by specific infection • When possible, stratify the above data points by gender identity, sexual orientation, and sex assigned at birth 	<p>07/01/25 – 06/30/30</p> <p>Reported at least annually</p>

Grant Activities
Disease Intervention Specialist (DIS) Workforce Development

Activities	Performance Indicators	Timeline
<p>C. Required Activity Maintain the workforce through hiring or retention of disease investigation staff and supervisors, PH nursing or other clinical staffing, epidemiological staff and other roles that support successful disease prevention, treatment, investigation and partner services focusing on disease prevention, treatment and investigation. Closely monitor surveillance and respond to disease trends by providing disease investigation and clinical consultation or expertise to ensure timely STI/HIV/HCV/mpox prevention, treatment and partner notification & services and rapidly respond to changing disease trends or outbreaks.</p>	<p>C. Required Data Collection</p> <ul style="list-style-type: none"> • Number of full-time equivalents funded, by staff type • Number of individuals hired, rehired or able to be retained with these funds • Complete surveys and other requests from CDPH for workforce assessments, and retention measures 	<p>07/01/25 – 06/30/30</p> <p>Reported at least annually</p>
<p>D. Required Activity Incorporate a focus on diversity, health equity, and inclusion by delineating goals for hiring, retention and training a diverse workforce across all levels who are representative of and have language competence for the local communities they serve.</p>	<p>D. Required Data Collection</p> <ul style="list-style-type: none"> • Description of how LHJ will retain, or recruit DIS and other support staff from impacted communities • Description of training plan for new DIS that maximizes opportunities for a diverse workforce across all levels 	<p>07/01/25 – 06/30/30</p>
<p>E. Required Activity Train new and existing staff in core public health competencies for STI, HIV, HCV, and mpox disease investigation, case definition, appropriate treatment and prevention with DoxyPEP, HIV PEP/PrEP, vaccines or other preventative medications or vaccines that become available.</p>	<p>E. Required Data Collection</p> <ul style="list-style-type: none"> • Number of DIS and managers completing CDPH HIV PrEP/PEP and doxy PrEP/PEP module (LCB webinar Oct 14, 2025, or asynchronous module available Nov 2025) / total number of all disease investigators and managers • Number of disease investigators and managers that have completed CDPH DIS advisorship/total number of disease investigators • Annual list of trainings completed by disease investigation and support staff regardless of funding source, including CDPH advisorship, and any other trainings for STIs/HIV/HCV/mpox 	<p>07/01/25 – 06/30/30</p> <p>Reported at least annually</p>

Grant Activities
Disease Intervention Specialist (DIS) Workforce Development

Activities	Performance Indicators	Timeline
<p>F. Required Activity Monitor data, clear backlogged STI/HIV/HCV and mpox cases and respond to emerging infectious diseases. Support timely and effective response to incident infections and outbreaks for STI/HIV/HCV and mpox and emerging infectious diseases.</p>	<p>F. Required Data Collection</p> <ul style="list-style-type: none"> • Percent of pregnant syphilis cases that were open >45 days • Percent of non-pregnant syphilis cases, including males, that were open >30 days • Percent of disseminated gonococcal infections that were open >14 days • Number and percent of infants 2-36 months of age with a HCV RNA positive result for which a Perinatal Hepatitis C Case Report Form (CDPH 8704) was not submitted in CalREDIE with a Process Status of “Closed by LHD” within 60 days of the Episode Date • Number and percent of infants 18-36 months of age with a reactive HCV antibody result and no known RNA at the time of initial case report who did not receive RNA testing within 60 days of the HCV antibody episode date • Number and percent of acute hepatitis C cases for which an Acute Hepatitis C Case Report Form (CDPH 8703) was not submitted in CalREDIE with a Process Status of “Closed by LHD” within 60 days of the Episode Date (Target: <10 percent) • Percent of pregnant people with HIV cases open >30 days • Percent of infants exposed to HIV in-utero that were open >30 days • Percent of acute HIV cases open >30 days • Description of outbreak detection and response activities 	<p>07/01/25 – 06/30/30</p> <p>Reported at least annually</p>

Grant Activities
Disease Intervention Specialist (DIS) Workforce Development

Activities	Performance Indicators	Timeline
G. Required Activity Input data into CalREDIE, CalCONNECT, or other surveillance or case management database approved by CDPH to monitor project outcomes, including data specific to all stages of syphilis and complications including neuro ocular or oto syphilis; congenital syphilis; disseminated or antibiotic-resistant gonococcal infection; HIV; HCV; mpox and other emerging STIs.	G. Required Data Collection <ul style="list-style-type: none"> Complete data elements as required (specific to disease process) 	07/01/25 – 06/30/30
H. Optional Activity Establish and update policies as needed to support adaptable, agile and timely outbreak response efforts, including outbreak detection.	<ul style="list-style-type: none"> Updated policies provided 	07/01/25 – 06/30/30
I. Optional Activity Increase access to trainings and materials for providers and for outreach to people at risk for STI/HIV/HCV/mpox.	<ul style="list-style-type: none"> Number of training sessions performed, with number of attendees present Number of providers receiving resources Number and type of resources distributed to people at risk for STIs (educational materials and/or safer sex supplies) 	07/01/25 – 06/30/30 Reported at least annually

Grant Activities
Disease Intervention Specialist (DIS) Workforce Development

Summary of Required Reports and Data

Frequency	¹Timeframe	²Deadline	Activities	Report Recipient
1. Annual 2. Final report after the grant ends (to be determined).	07/01/2025 – 06/30/2030	To be determined	CDPH will provide reporting template/survey for Grantees to complete.	To be determined

¹ Timeframe dates are subject to change and will not require an amendment to the Grant Agreement.

² Deadline dates are subject to change and will not require an amendment to the Grant Agreement.



Erica Pan, MD, MPH
Director and State Public Health Officer

Gavin Newsom
Governor

Letter of Award

DATE: October 28, 2025

TO: CALIFORNIA LOCAL HEALTH JURISDICTIONS

SUBJECT: DISEASE INTERVENTION SPECIALIST (DIS) WORKFORCE DEVELOPMENT GRANT

The California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB), is awarding Local Health Jurisdictions (LHJ) local assistance funds through the Disease Intervention Specialist (DIS) Workforce Development Grant. Funded by the AIDS Drug Assistance Program Rebate Fund, this Grant is to fund local disease intervention specialists supporting current or eligible services and programs as per Sections [120956 and 120972.2](#) of the Health and Safety Code. This Grant is set to begin on July 01, 2025, and end on June 30, 2030.

Grant Activities

The purpose of the Disease Intervention Specialist (DIS) Workforce Development Grant is to develop, expand, train, and sustain the disease investigation and intervention workforce and address jurisdictional prevention and response needs for human immunodeficiency virus (HIV), sexually transmitted infections (STIs), hepatitis C virus (HCV), and mpox. **The funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends and rapidly respond to changes in disease trends and outbreaks of STIs, HIV, HCV, and mpox.**

STI prevention is HIV prevention. People with STIs are at an increase risk for acquiring and transmitting HIV. [CDC states in the STI Treatment Guidelines](#) that “diagnosis of an STI is a biomarker for HIV acquisition, especially among persons with primary or secondary syphilis or, among MSM individuals with rectal gonorrhea or chlamydia.” Data shows men who have sex with men (MSM) diagnosed with rectal gonorrhea and early syphilis were at the greatest risk of being diagnosed with HIV infection post-STI diagnosis and that these individuals should be prioritized for more intensive prevention interventions, including PrEP ([Katz et al](#), 2016). Hence, identifying, treating and preventing STIs has a clear link to preventing HIV infection.



Additionally, HIV, STIs, HCV, and mpox have shared populations at risk, including MSM due to similar transmission mechanisms including sexual activity. In California, STI and HIV rates are particularly high among vulnerable populations already at elevated risk for HIV, including gay, bisexual, and other MSM, transgender and non-binary individuals, BIPOC communities, people who use drugs, and people experiencing homelessness or incarceration. Recent data also indicates STI rates are significantly higher - up to 39% (Williams & Bryant, 2018) and the CDC reports an increased HIV burden among people experiencing homelessness. Additionally, a composite literature review of [STI prevalence in homeless adults](#) identified HCV as the highest reported prevalence, at 52% among older men experiencing homelessness (Williams & Bryant, 2018).

According to HHS Guidelines: Both HIV and HCV can be transmitted by percutaneous exposure to blood or blood products, sexual intercourse, and perinatal transmission; however, the relative efficiency of transmission by these routes varies substantially. HCV transmission via injection drug use remains the most common mode of acquisition in the United States. The prevalence of HCV infection among people with HIV is distributed in the following subgroups: people who inject drugs (82.4%), men who have sex with men (MSM, 6.4%). In the United States, it is estimated that 62% to 80% of people who inject drugs and have HIV also have HCV infection. Estimates of HCV/HIV coinfection in the United States have been cited as 21% but have ranged from 6% to 30% with high variability based on the distribution of HIV transmission risk factors.

The potential for rapid spread of HIV among this population of PWID was realized during a 2015 outbreak in rural Scott County, Indiana. In January 2015, disease intervention specialists reported 11 new cases of confirmed HIV infection epidemiologically linked through injection drug use; by comparison, only 5 HIV infections had been diagnosed in this county in the prior 10 years (2004–2013). By November 2015, 181 new cases of HIV had been diagnosed; 92% of infected persons were coinfecting with HCV. In this outbreak among PWID, HCV infection typically preceded HIV infection, representing an important opportunity for HIV prevention. HCV among PWID is often an indicator of syringe-sharing, which also increases HIV risk. Empirical evidence and program evaluation data in California has shown that offering HCV testing increases acceptability and utilization of HIV testing among PWID.

Finally, people who are living with or are at risk for HIV are disproportionately impacted by mpox. Mitigation of mpox severity and transmission through vaccination is a core priority in California since approximately 40% of mpox cases in California in 2023 were among people with HIV. People with HIV, particularly those with a low CD4 cell count or those not receiving antiretroviral therapy, are at higher risk for severe mpox and even death.

Evidence for increasing STI, HCV and mpox incidence and prevalence in HIV-negative men seen in HIV PrEP clinics has also led to current recommendations to monitor for STIs, HCV and mpox as part of PrEP care. For this reason, it is critical that HIV prevention funds also incorporate these preventive services.

The syndemic of HIV, STIs, HCV and mpox from sexual and/or bloodborne transmission highlights the need for a syndemic approach to risk reduction. Given this context, LHJ disease investigators, epidemiologists, clinicians, and other program and grant managers play a critical role in identifying and responding to cases of HIV, STIs, HCV, and mpox, as well as reaching their partners. This work is essential for identifying those at greatest risk for HIV for expanding prevention, conducting investigations, monitoring disease trends, ensuring treatment, linking individuals and their partners to care and prevention are vital strategies for controlling the spread of HIV, STIs, HCV and mpox in California.

The Grant Activities are enclosed for your information and available on the [STI/HCV Local Assistance Funding](#) SharePoint site. Grantees are responsible for all grant objectives in the Grant Activities unless they are marked as “Optional.”

Grantees must adhere to the Grant Activities, and any subsequent revisions, along with all instructions, policy memoranda, or directives issued by CDPH/STDCB. CDPH/STDCB will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

Updates to the Grant Activities or additional guidance can be found at the [STI/HCV Local Assistance Funding](#) SharePoint site.

Funding

These annual DIS Workforce Development Grant funds will maintain the disease intervention specialist workforce across 61 LHJs and ensure the continuation of essential services to prevent and control STIs, HIV, HCV, and mpox. A detailed summary of the funding for the 61 LHJs in California, including final amounts, is available at [STI/HCV Local Assistance Funding](#) SharePoint site. Funding availability in subsequent fiscal years will be determined by satisfactory recipient performance and is subject to the availability of appropriated funds.

Next Steps

To receive these funds, the LHJs must return the following documents no later than close of business, **December 05, 2025** via email to Adriana.Cervantes@cdph.ca.gov with a cc to STDLHJContracts@cdph.ca.gov. The name of the LHJ must be included in the subject line to help us easily identify which LHJ you represent (**County of XXXX – Agreement # - DIS Workforce Development Grant**).

1. Signed Grant Agreement (CDPH 1229)

- The signature page only. It must bear original or digital signatures.

2. Copy of the Board Resolution/Order/Motion, ordinance, or other similar document authorizing execution of the agreement.

- The LHJs may exercise their delegated authority to accept and implement this grant and future amendments to support the continuation of DIS Workforce Development activities.
 - If your next board meeting is after December 05, 2025, email Adriana.Cervantes@cdph.ca.gov with the date you plan to add this to the board of supervisor's agenda.

3. California Civil Rights Laws and Attachment (DGS OLS 04)

4. Certificate of Insurance (COI)

- The COI must also include the following language under the Description of Operations section: *"The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California under the contract. The additional insured endorsement must accompany the certificate of insurance."*
- The certificate holder must be listed as California Department of Public Health (CDPH).

5. Contractor Certification Clause (CCC 042017)

6. Government Agency Taxpayer ID Form (CDPH 9083)

7. Budget for FY 2025-2026

- The budget template can be accessed on the [STI/HCV Local Assistance Funding](#) SharePoint site.
- The budgets are due for future FYs as follows:
 - FY 2026-2027 due March 6, 2026
 - FY 2027-2028 due March 5, 2027
 - FY 2028-2029 due March 3, 2028
 - FY 2029-2030 due March 2, 2029

Upon final approval of the grant agreement documents, you will receive an executed copy.

10/28/2025

The DIS Workforce Development Grant webinar has been scheduled for November 19, 2025, from 9:30 am to 10:30 am.

Microsoft Teams Meeting Information

[Join the meeting now](#)

Meeting ID: 211 238 838 633 1

Passcode: iX7EN2rZ

During the webinar, the STDCB will provide an overview of the Grant including background, goals of the funding, funding information, Grant Activities, and anticipated next steps and timeline. The presentation will be followed by a question-and-answer period. Please forward this invitation to staff in your jurisdiction that should participate in the webinar. This meeting will be recorded for those unable to attend and posted to the [STI/HCV Local Assistance Funding](#) SharePoint site.

Contact Information

We look forward to collaborating with you to support the DIS workforce. If you have any questions, please do not hesitate to contact your Local Assistance Funding Specialist, Adriana Cervantes by email (Adriana.Cervantes@cdph.ca.gov).

Sincerely,



Alexia McGonagle
Assistant Branch Chief
STD Control Branch

Enclosures

cc: Kathleen Jacobson, MD, Chief, STD Control Branch
Jill Marek, Chief, Disease Intervention Section
Orlanda Tafolla, Chief, Business Operations Support Section
Rachel Piper, Chief, Contracts and Purchasing Unit
Adriana Cervantes, Local Assistance Funding Specialist

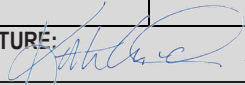
GRANT PROCESSING REQUEST FORM

County of Inyo

Organization UEI: EU9KBPLKZ5K5 (DUNS: 0107066870000)

DATE:			
DEPARTMENT:			
GRANT PROGRAM TITLE:			
GRANTING AGENCY:		AGENCY CONTACT:	AGENCY PHONE NO:
FUNDING AMOUNT REQUESTED:			
<input type="checkbox"/> FEDERAL	<input type="checkbox"/> STATE PASS THROUGH FROM FEDERAL? <input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> LOCAL MATCH	<input type="checkbox"/> OTHER
\$	\$	\$	\$
IF FEDERAL GRANT: DEPARTMENT: CDFA NUMBER:		EXAMPLE : • DEPT: DEPARTMENT OF EDUCATION • (AGENCY NO.) 84.XXX (GRANT PROGRAM NO.)	
IF LOCAL MATCH IS REQUIRED, ARE FUNDS AVAILABLE IN DEPARTMENT BUDGET? Y <input type="checkbox"/> N <input type="checkbox"/>			
EXISTING BUDGET UNIT:		NEW BUDGET UNIT REQUESTED? Y <input type="checkbox"/> N <input type="checkbox"/>	
REVENUE CODE TO RECEIPT FUNDS:		• NEW BUDGET UNIT FORM REQUIRED • REASON FOR NEW BUDGET UNIT: LARGE GRANT AWARD AND/OR MULTIPLE YEAR GRANT, ETC.	
INDIRECT COSTS? Y <input type="checkbox"/> N <input type="checkbox"/>		AMOUNT:	
REIMBURSEMENT GRANT? Y <input type="checkbox"/> N <input type="checkbox"/>			
COMMENT:			
PASS-THROUGH? <input type="checkbox"/> Y <input type="checkbox"/> N			
IF YES, PLEASE EXPLAIN (ATTACH ADDITIONAL DOCUMENTS):			
INYO COUNTY PROJECT CONTACT (NAME AND DEPARTMENT):			
PHONE:		EMAIL:	FAX:
FINANCIAL & PROGRESS REPORTS PREPARED BY:			
REQUEST FOR FUNDS/INVOICES PROCESSING BY:			
GRANT APPLICATION ATTACHED Y <input type="checkbox"/> N <input type="checkbox"/>		BOARD ORDER ATTACHED Y <input type="checkbox"/> N <input type="checkbox"/>	BOARD APPROVAL DATE:

AUDITOR-CONTROLLER USE ONLY:

SYSTEM ACCESS			
DESCRIPTION/ACCESS LEVEL (E.G. HR SYSTEM, FINANCIALS, SIS, MOODLE, PEOPLEADMIN, COMPASS MEMBERSHIP, ETC.)	ACCESS SET UP BY:	DATE REQUESTED:	ACCESS TERMINATED:
REVIEWED & APPROVED BY AUDITOR CONTROLLER:	SIGNATURE: 		
REVIEWED & APPROVED BY SAMS ADMINISTRATOR:	SIGNATURE:		



INYO COUNTY BOARD OF SUPERVISORS

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

DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-820

Contract with Department of Health Care Services for Crisis Care Mobile Unit Vehicle

Health & Human Services

ACTION REQUIRED

ITEM SUBMITTED BY

Anna Scott, Health & Human Services Director

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the contract between the County of Inyo and the California Department of Healthcare Services (DHCS) for the use of DHCS property and vehicles purchased with Behavioral Health Continuum Infrastructure Program for the period of July 1, 2025 to June 30, 2031, and authorize the Chairperson to sign the Agreement and the Contractor Certification Clauses.

BACKGROUND / SUMMARY / JUSTIFICATION:

The California Department of Health Care Services (DHCS) added a Crisis Care Mobile Unit (CCMU) benefit for all Medi-Cal beneficiaries that all Counties were required to implement by July 1, 2024. DHCS had contracted with Advocates for Human Potential (AHP) to act as a technical assistance provider and funding intermediary to assist counties with planning and implementation of this new benefit. Through a series of contracts with AHP, Inyo County received funding and technical assistance to plan and successfully implement a Crisis Care Mobile Unit in 2024.

Now that the CCMU program is implemented statewide, the contracts between counties and Advocates for Human Potential have ended. DHCS is now requiring counties that purchased assets with CCMU grant funding to enter into a no-cost agreement with DHCS regarding the use and disposition of those assets, including but not limited to, vehicles purchased with grant funds.

FISCAL IMPACT:

Funding Source	There is no funding associated with this agreement	Budget Unit	
Budgeted?		Object Code	
Recurrence		Sole Source?	

If Sole Source, provide justification below

Current Fiscal Year Impact
Future Fiscal Year Impacts

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this agreement. This is not recommended, however, because it would require the Health and Human Services Department to relinquish a vehicle and other equipment used for community crisis response, which would impact service delivery and require the Department to purchase or lease a different vehicle and equipment at additional cost.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Anna Scott	Created/Initiated - 11/26/2025
Darcy Israel	Approved - 12/02/2025
Anna Scott	Approved - 12/16/2025
Melissa Best-Baker	Approved - 12/16/2025
Amy Shepherd	Approved - 12/19/2025
Christian Milovich	Approved - 12/21/2025
John Vallejo	Approved - 12/22/2025
Denelle Carrington	Final Approval - 12/22/2025

ATTACHMENTS:

1. CONTRACT DHCS CCMU Vehicle 25-50256 FY25-31 \$0

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-50256

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

July 1, 2025

THROUGH END DATE

June 30, 2031

3. The maximum amount of this Agreement is:

\$0.00(Zero Dollars)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	10
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
+ - Exhibit D	Special Terms and Conditions	40
+ - Exhibit E	Additional Provisions	3
+ - Exhibit F	Contractor's Release	2
+ - Exhibit G	Business Associate Addendum	6

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

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

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

CONTRACTOR

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

County of Inyo

CONTRACTOR BUSINESS ADDRESS

1360 N. Main Street, Suite 201-C

CITY

Bishop

STATE

CA

ZIP

93514

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 25-50256	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per: W&I 5960.25

Zero-Cost Vehicle Use Agreement

Scope of Work

1. Use Overview

The California Department of Health Care Services ("DHCS") agrees to provide County of Inyo ("Grantee") with the rights to use DHCS property and vehicles as described in this Agreement ("Agreement"). DHCS oversees the Behavioral Health Continuum Infrastructure Program (BHCIP) pursuant to Cal. Welf. & Inst. Code §§5960-5960.4. DHCS established the BHCIP Round 1 Grants to award competitive grants to qualified entities to support behavioral health mobile crisis and non-crisis services, and to fund Crisis Care Mobile Units (CCMU).

DHCS awarded the Grantee a BHCIP Round 1 grant to purchase vehicles necessary for CCMU teams to be able to reach and serve individuals in crisis located in the City of Bishop, County of Inyo, State of California, and to operate the specific vehicles for their intended purposes identified in Grantee's grant application. DHCS retains full ownership of the vehicles and the Grantee holds only a leasehold interest to use the vehicles as specified in this Agreement.

The grant for Grantee's vehicles are funded through State General Funds (SGF). As part of DHCS's grant award to Grantee, Grantee entered into a contract, AHP-21-10349 ("Prime Contract"), with Advocates for Human Potential (AHP), who is acting as DHCS's agent to administer Round 1 grants, to undertake Grantee's purchase of CCMU vehicles. This Agreement between DHCS and Grantee provides additional obligations the Grantee has to DHCS as a condition of receiving all funds, keeping vehicles purchased with grant funds under Grantee's contract with AHP, and in order to comply with the requirements of the statutes governing BHCIP and the SGF.

This Agreement hereby incorporates by reference the provisions set forth in Prime Contract AHP-21-10349, as applicable to this Agreement. The applicable provisions set forth in AHP-21-10349 shall survive the termination of AHP-21-10349 for purposes of this Agreement. The provisions in this Agreement shall supersede any conflicting provisions in AHP-21-10349.

It is the intent of the parties that Grantee, and any subsequent owners of the vehicles, continue to be bound by the requirements of the BHCIP statutes and this Agreement for a period of six (6) years from the effective date of this Agreement. The BHCIP statutes, as written on the date of this agreement, are hereby incorporated by reference into this agreement.

The term of this Agreement is for six (6) years after the effective date of this Agreement. During this period, the Grantee shall:

- A. Ensure that upon the earlier of (i) the termination or expiration of the Agreement term, or (ii) upon the vehicle becoming non-operational, the Grantee will do the following within ninety (90) days:

1. Sale of the Vehicle: The Grantee will arrange for the sale of the Vehicle at fair market value. Grantee will obtain prior written consent from DHCS prior to sale of the Vehicle.
 2. Use of Proceeds: The proceeds from the sale or disposition of the Vehicle will be used exclusively for BHCIP purposes consistent with Cal. Welf. & Inst. Code §5960 et seq. The Grantee will provide documentation reasonably satisfactory to DHCS confirming that the proceeds were used for BHCIP purposes.
 3. "Non-operational" means the vehicle is no longer functioning, no longer serviceable, not cost worthy to repair, uninsurable, or determined to be a total loss by insurance.
 4. The provisions under this Section 1(A) shall survive the expiration or termination of this Agreement.
- B. Ensure that the vehicles are maintained, at the Grantee's expense, in good condition and to arrange for necessary repairs and maintenance during the Agreement term.
- C. Ensure that Grantee has provided, maintained, and certified automobile liability insurance is in effect during the term of this Agreement or any extension period during which the vehicles remain in the Grantee's possession, and as specified in AHP-21-10349.
- D. Ensure that if, during the term of this Agreement and until the sale or insurance total loss of the vehicles, they are damaged, destroyed, stolen, abandoned, or taken by any judicial or governmental authority, the Grantee will remain financially responsible for the fair market value of the vehicles at the time of loss. The Grantee will notify DHCS within 10 days of any of these events.
- E. Ensure that Grantee agrees to pay all costs, expenses, fees, and charges in connection with the use and operation of the vehicles during the term of this Agreement, as well as any and all increased or added sales taxes, personal property, and other ad valorem taxes and assessments and/or other governmental charges whatsoever on the vehicles, or on the use, ownership, possession, transportation, delivery, or operation of the same. Grantee agrees to reimburse DHCS for the full costs, expenses, taxes, fees, and other charges paid by DHCS in which Grantee is obligated to pay.
- F. Ensure that all operators of the vehicles must hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in each vehicle, the operator must also hold a State of California Class B driver's license.
- G. Ensure that the vehicles remain the property of DHCS, or its nominees, successors, or assigns, at all times during the term of this Agreement. DHCS

retains full ownership of the vehicles and the Grantee holds only a leasehold interest to use the vehicle for the purposes specified in this Agreement. The Lessee must not assign, transfer, sublet, sell, or encumber the Vehicle in any way without the prior written consent of DHCS.

- H. Ensure that the vehicles are used in compliance with the requirements set forth in Cal. Welf. & Inst. Code §§5960-5960.4 and Section 5.A of this Agreement;
- I. Ensure that the vehicles are used in compliance with requirements governing the SGF.
- J. Comply with the change of vehicle use requirements contained in Section 5.B. of this Agreement, if applicable;
- K. Maintain all books, accounting records, client records, and documents in accordance with the requirements set forth in Section 5.C. of this Agreement;
- L. Provide DHCS access to the vehicles, books, accounting records, client records, and documents in accordance with the requirements set forth in Section 5.D. of this Agreement;
- M. Provide DHCS with reports in the manner and frequency set forth in Cal. Welf. & Inst. Code §§5960-5960.4 and Section 5.E. of this Agreement; and
- N. Comply with any and all applicable rules and laws, including those governing the disposition of property in the event that Grantee elects to transfer use rights to the vehicles.

2. Use Location

The vehicles must be used within the State of California.

3. Use Hours

The vehicles must be used during normal Grantee working hours and days.

4. Authorized Representatives

- A. The authorized representatives during the term of this Agreement will be:

Department of Health Care Services	County of Inyo
Contract Manager: Laurice Artap Telephone: (916) 345-8512 Email: Laurice.Artap@dhcs.ca.gov	Contract Manager: Anna Scott Telephone: (760) 872-2590 Email: ascott@inyocounty.us

- B. Direct all inquiries to:

Department of Health Care Services Community Service Division, Behavioral Health Expansion Branch Attention: Laurice Artap Mail Station Code 2635 P.O Box 997413 Sacramento, CA 95899-7413 Telephone: (916) 345-8512 Email: Laurice.Artap@dhcs.ca.gov	County of Inyo Attention: Anna Scott 1360 North Main Street, Suite 201-C Bishop, CA 93514 Telephone: (760) 937-4903 Email: ascott@inyocounty.us
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- C. Either party may make changes to the information above by giving written notice to the other party. Said changes will not require an amendment to this Agreement.

5. Uses to be Allowed

A. Operation of the vehicles

For the term of this Agreement, the Grantee must comply with the following requirements:

1. Operate the vehicles in accordance with all applicable requirements in Cal. Welf. & Inst. Code §§5960-5960.4;
2. Operate the vehicles for the type of behavioral health services identified in the Grantee's DHCS approved BHCIP grant application, unless otherwise approved by DHCS in the manner described in Section 5.B below;
3. Accept Medi-Cal beneficiaries; and
4. Operate the vehicles in compliance with all applicable requirements governing the SGF.

B. Change in Vehicle Use

If Grantee wants to change the type of behavioral health services that it serves with the vehicles to something other than what was approved in the Grantee's BHCIP grant application, the Grantee must submit a written request to DHCS prior to making such a change.

The Grantee's written request must:

1. Identify the desired type of behavioral health service;
2. Explain the need for the proposed change;

3. Identify any licenses, certifications, modifications, staff, or any other requirement that the Grantee must obtain before being able to make the proposed change; and

DHCS has absolute discretion to permit or deny the request and may require the Grantee to provide additional information to evaluate the Grantee's request.

C. Record Retention

1. The Grantee must maintain books, accounting records, client records, and other documents, in a manner sufficient to properly reflect all direct and indirect costs of operating the vehicles during the term of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
2. The Grantee's records and each vehicle's records will be subject at all reasonable times to inspection, audit, and reproduction by authorized representatives of the State of California, including DHCS or its authorized representatives.
3. The Grantee agrees that departments authorized to represent the State of California (including DHCS, the Department of Finance or its authorized representatives, the Bureau of State Audits, or their designated representatives) and authorized representatives of the United States (including the Comptroller General) shall have the right to review and to copy any records and supporting documentation pertaining to the permissible uses and performance of this Agreement. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to permissible uses or performance of this Agreement (Cal. Gov. Code §8546.7, 2 CCR §1896.77).
4. The Grantee must preserve and make available its records (1) for a period of five years from the expiration of this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.
5. The Grantee may, at its discretion, following the expiration of this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by DHCS or an authorized DHCS representative to inspect, audit or obtain copies of said records, the

Grantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

D. DHCS Monitoring

1. DHCS, or its authorized representatives, has the right at all reasonable times to inspect the vehicles. If DHCS exercises this right to inspect, the Grantee must provide access to the vehicles, and will provide reasonable assistance for the safety and convenience of the DHCS or its authorized representatives in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

E. Reports to DHCS

Within 90 days of the end of each quarter [for the first three years of the term of this Agreement and on an annual basis thereafter], the Grantee must submit reports to DHCS to <mailto:BHCIP@dhcs.ca.gov>. The reports must include the following information:

1. Provide DHCS with proof of insurance for the vehicles annually or whenever there is a change in coverage.
2. Provide DHCS with proof of vehicle(s) maintenance, such as oil changes.
3. Annual Equipment/Property Inventory
 - a. If the Grantee enters into an agreement with a term of more than twelve months, the Grantee must submit an annual inventory of state equipment and/or property to the DHCS using a form or format designated by DHCS. If an inventory report form does not accompany this Agreement, the Grantee must request a copy from DHCS. The Grantee must:
 - i. Include in the inventory report, equipment and/or property in the Sponsor's possession and/or in the possession of a subcontractor (including independent consultants).
 - ii. Submit the inventory report to AHP according to the instructions appearing on the inventory form or issued by DHCS.
 - iii. Contact DHCS 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 DHCS.
 - b. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Grantee must provide a final inventory report of equipment and/or property to DHCS and must, at that time, query

DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at Grantee's expense and according to DHCS' instructions. Equipment and/or property disposition instructions must be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

4. Performance Measures

- a. Provide the county location of CCMU program.
 - i. What cities are served?
 - ii. What cities were served during the current time period?
- b. Provide the following information regarding the vehicles in possession purchased with BHCIP funds:
 - i. Description (make/model)
 - ii. Date purchased
 - iii. Is the vehicle operational?
 - iv. The current odometer reading
- c. Provide the hours of operation and the hours per week the CCMU services are available.
- d. Describe the makeup of your CCMU teams.
 - i. Provide an organization chart
 - ii. Identify the various positions of the CCMU team (i.e. Peer support staff, mental health clinician, etc....)
 - iii. Indicate how many staff are from each position.
- e. Provide the total requests for CCMU services that resulted in a CCMU Team:
 - i. Dispatched and CCMU services provided
 - ii. Resolved without dispatching a CCMU team
- f. Provide the age range of the total amount of unduplicated individuals served through dispatch.
- g. Provide the number of all individuals receiving CCMU services through dispatch, for the reporting quarter, by previous experience with behavioral health care:
 - i. Have never received behavioral health services before

- ii. Receive or have received SMI/SED services (full service partnerships other SMI services
- iii. Receive or have received SUD services
- iv. Receive or have received some counseling or community based mental health services in the past.
- v. Other
- vi. Not reported

F. Single Audit

The grant for Grantee's vehicles is funded through State General Funds (SGF). Therefore, Grantee must comply with any and all applicable rules, including those governing the disposition vehicles in the event that Grantee elects to transfer ownership of the vehicles.

Furthermore, Grantee must comply with any and all of the California Department of Finance's SGF reporting requirements.

G. Assignment of this Agreement Following the Transfer of Use Rights to the Vehicles

If at any time during the term of this Agreement the Grantee sells, gifts, or otherwise transfers use rights of the vehicles, in whole or in part, the Grantee must ensure that, as a condition of the use rights transfer, the subsequent user of the vehicles complies with the terms of this Agreement.

Prior to finalizing any transfer of use rights to the vehicles, the Grantee must request that DHCS formally amend this Agreement to assign the Grantee's obligations under this Agreement to the subsequent user of the vehicles.

This Agreement is not assignable by the Grantee, either in whole or in part, without the prior written consent of DHCS.

H. Remedies

If the Grantee violates any terms of this Agreement, DHCS or another department authorized to represent the State of California, may impose a corrective action plan and/or take any and all actions or remedies that are available under this Agreement, at law, or in equity, including but not limited to the following enforcement actions:

1. Disallow all or part of the cost of the activity or action not in compliance.
2. Wholly or partly suspend or terminate the grant award.
3. Withhold or deny further BHCIP awards to the Grantee.
4. Require the Grantee to forfeit and return all or part of the grant funds, including any interest, and/or
5. Require the Grantee to forfeit and return all unused grant funds, including any interest.
6. Specific performance.

7. Terminate this Agreement.

DHCS (or another department authorized to represent the State of California) may specify the timeframes and deadlines for the Grantee's compliance with the above remedies. All remedies required by DHCS will be final and are not subject to administrative review.

DHCS (or another department authorized to represent the State of California) may take any other permissible remedies available in law and equity to enforce the terms of this Agreement.

The provisions under this Section 5(H) will survive the expiration or termination of this Agreement.

6. DHCS Responsibilities

DHCS will oversee the change in vehicle use, record retention, monitoring, review of reports submitted, and remedies as identified in sections 5(B), 5(C), 5(D), 5(E), and 5(H) above.

7. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), and the implementing regulations, including 36 C.F.R. Part 1194 and 28 C.F.R. Part 36, as applicable. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 7405 codifies section 508 of the Rehabilitation Act of 1973 and its implementing regulations requiring accessibility of electronic and information technology.

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

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

9. WORD USAGE

Unless the context of this Contract clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," "must," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.

Exhibit B
Budget Detail and Payment Provisions

1. Payment

This is a non-financial, zero cost Agreement.

Exhibit D

Special Terms and Conditions

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

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

The terms "contract", "Contractor" and "Subcontractor" will also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" will all 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. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.).

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13. Prior Approval of Training Seminars, Workshops or Conferences	33. Contract Uniformity (Fringe Benefit Allowability)
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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- 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 will 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 DHCS, 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 will 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 will 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 Code of Federal Regulations (C.F.R.) 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 C.F.R. Part 60, “Office of 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 canceled, 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 C.F.R. Part 60, “Office of 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 C.F.R. Part 60, “Office of 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 DHCS 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 DHCS, the Contractor may request in writing to DHCS, 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. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement will, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates will apply upon their effective date and no amendment to this Agreement will be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California will be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

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

a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions will 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 DHCS 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 DHCS 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 and/or subcontractor, 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 h of Provision 3. Paragraph c of Provision 3 will also apply, if equipment/property 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/property and services related to such purchases for performance under this Agreement.

- 1) Equipment/property purchases must not exceed \$50,000 annually.

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

- 2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- 3) Nonprofit organizations and commercial businesses must use a procurement system that meets the following standards:
 - a) Maintain a code or standard of conduct that will govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent will 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 must be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - c) Procurements must be conducted in a manner that provides for all of the following:
 - i. Avoid purchasing unnecessary or duplicate items.
 - ii. Equipment/property solicitations must be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - iii. Take positive steps to utilize small and veteran owned businesses.
 - d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, 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 DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor 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 and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor 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) must also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment / Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 will apply.

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

1) Reporting of Equipment/Property Receipt

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

Upon receipt of equipment and/or property, the Contractor must report the

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

2) Annual Equipment/Property Inventory

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

- 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 DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
 - c) Contact the DHCS 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 either the DHCS Program Contract Manager or DHCS' Asset Management Unit.
- b. Title to State equipment and/or property will not be affected by its incorporation or attachment to any property not owned by the State.
 - c. Unless otherwise stipulated, DHCS will 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.
 - d. The Contractor and/or Subcontractor must 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, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor must immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor must promptly submit one copy of the theft report to the DHCS 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 DHCS under the terms of this Agreement, must only be used for performance of this Agreement or another DHCS agreement.

- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor must provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and must, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property will be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions will be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- 1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor must return such vehicles to DHCS and must deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- 2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California will be the legal owner of said motor vehicles and the Contractor will be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- 3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must 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 must also hold a State of California Class B driver's license.
- 4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, must 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 and/or Subcontractor'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 DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- b) The Contractor and/or Subcontractor must, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance must identify the DHCS contract or agreement number for which the insurance applies.
- c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, will remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- d) The Contractor and/or Subcontractor 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 and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - I. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
 - II. 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.
 - III. The insurance carrier must notify the California Department of Health Care Services (DHCS), 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 will contain a reference to each agreement number for which the insurance was obtained.
- f) The Contractor and/or Subcontractor 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 will be notified by DHCS, 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 will be performed prior to obtaining said approval.

- g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. 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 costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor must obtain at least three bids or justify a sole source award.
 - 1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - 2) DHCS may identify the information needed to fulfill this requirement.
 - 3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - a) A local governmental entity or the federal government,
 - b) A State college or State university from any State,
 - c) A Joint Powers Authority,
 - d) An auxiliary organization of a California State University or a California community college,
 - e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - g) Firms or individuals proposed for use and approved by DHCS' funding program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
 - h) Entities and/or service types identified as exempt from advertising and competitive bidding in [State Contracting Manual Volume 1 Chapter 5 Section 5.80 Subsection B.](#)

- i) Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.
- b. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority
 - 1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or \$50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph a(3) herein, DHCS will:
 - a) Obtain approval from DGS to use said subcontracts, or
 - b) If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or
 - c) Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.
 - 2) When the conditions of b(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph a(3) herein, must not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS will inform the Contractor when DHCS has obtained appropriate approval to use said subcontractors.
- c. DHCS 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 DHCS requiring the substitution and/or termination of a subcontract, the Contractor must 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 DHCS.
 - 2) The requirements specified in Provision 28 entitled, "Use of Disabled Veteran Business Enterprises (DVBEs)" will apply to the use and substitution of DVBE subcontractors.
 - 3) The requirements specified in Provision 30 entitled, "Use of Small Business Subcontractors" will apply to the use and substitution of small business subcontractors.
- d. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers must be confirmed in writing by DHCS.

- e. Contractor must maintain a copy of each subcontract entered into in support of this Agreement and must, upon request by DHCS, make copies available for approval, inspection, or audit.
- f. DHCS 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.
- g. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- h. When entering into a consulting agreement with DHCS, the contract must include detailed criteria and a mandatory progress schedule for the performance of the contract, and must require Contractor to provide a detailed analysis of the costs of performing the contract.
- i. The Contractor must ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- j. 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 DHCS to the Contractor, to permit DHCS 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."
- k. Unless otherwise stipulated in writing by DHCS, the Contractor will be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- l. Contractor must, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 18, 19, 20, 32, 37, 38 and/or other numbered provisions herein that are deemed applicable.

6. 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 must be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor must maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records must be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, DGS, the California State Auditor, or their designated representatives including, but not limited to, the Comptroller General of the United States will have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code (Gov. Code) § 8546.7, Title 2 Code of California Regulations (C.C.R.), § 1896.77 and other applicable State laws.) The Contractor must comply with the above and be aware of the penalties for violations of fraud and for obstruction of an investigation under applicable State laws.
- d. The Contractor and/or Subcontractor must preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code (Mil. & Vet. Code) § 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - 1) If this Agreement is completely or partially terminated, the records relating to the work terminated must be preserved and made available for a period of three years from the date of any resulting final settlement.
 - 2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other

data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- f. For agreements with non-profit entities funded in part or whole with federal funds in the amount of \$750,000 or more, the Contractor must, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 et seq.
- g. For Direct Service Contracts as defined in Health & Saf. Code § 38040 in the amount of \$25,000 or more, the Contract must comply with the audit requirements set forth in Health & Saf. Code § 38040.

8. 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 must provide and must 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 will be performed in such a manner as will not unduly delay the work.

9. 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. DHCS 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.

10. Termination

a. For Cause

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State will be deducted from any sum due the Contractor under this Agreement and the balance, if any, will be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State will pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. For Convenience

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least thirty (30) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

(Applicable to all agreements that may be fund, in whole or part, the creation and development Intellectual Property.)

- a. The State will be the owner of all rights, title, and interest in any and all intellectual property or other products or materials created or developed pursuant to this Agreement, whether or not published, produced, manufactured or distributed. The copyright, patent and/or other intellectual property rights to any and all products created, provided or developed, in whole or part, under this Agreement, whether or not published, produced, manufactured or distributed belongs to the State from the moment of creation.
- b. The State retains all rights to use, reproduce, distribute, or display any products or materials created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products or materials, as well as all other rights, privileges, and remedies granted or reserved to a copyright, patent, service mark or trademark owner under statutory and common law.
- c. Contractor agrees to cooperate with State and to execute any document(s) that may be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of trademark, copyright or patent rights. Contractor, subject to reasonable availability, agrees to give testimony and take all further acts necessary to acquire, transfer, maintain, and enforce the State's intellectual property rights and interest.
- d. Contractor agrees to cooperate with the State in assuring the State'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 must 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 the State all rights, title and interest in Intellectual Property conceived, developed, derived from, or reduced to practice by the subcontractor, Contractor or the State and which result from this Agreement or any subcontract.
- e. Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State, without additional compensation, a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.
- f. Contractor will 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. **Unless otherwise specified in the Statement of Work in contracts other than those funded, in part or whole, by federal funds (see paragraph k below)**, Contractor hereby grants to DHCS, 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. Proprietary software packages that are provided at established catalog or market prices and sold or leased to the general public will not be subject to this license provision.

- g. In the case of copyrighted materials, all materials distributed under the terms of this Agreement, and any reproductions or derivative works thereof, must include a notice of copyright in a place that can be visually perceived at the direction of the State. This notice must be placed prominently on products or materials and set apart from other matter on the page or medium where it appears. The notice "Copyright" or "©", the year in which the work was first created, and the Department of Health Care Services DHCS", or other appropriate mark as directed by DHCS, must be included on any such products or materials.
- h. Contractor represents and warrants that:
 - 1) It is free to enter into and fully perform this Agreement.
 - 2) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - 3) 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 the State 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.
 - 4) 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.
 - 5) 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 property, sites, locations, property or props that may be used or shown.
 - 6) It has not granted and will not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to the State in this Agreement.
 - 7) 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.

- 8) 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.
- i. THE STATE 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.
- j. INTELLECTUAL PROPERTY INDEMNITY
 - 1) Contractor must indemnify, defend and hold harmless the State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") 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 the State'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 the State and which result directly or indirectly from this Agreement. This indemnity obligation will 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. The State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against the State.
 - 2) Should any Intellectual Property licensed by the Contractor to the State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve the State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to the State. The State will 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 settlement of the claim, Contractor may obtain the right for the State 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, the State will 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 the State for breach of any term of this Intellectual Property attachment by Contractor. Contractor acknowledges the State would suffer irreparable harm in the event of such breach and agrees the State will 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.
- k. If this Agreement is funded in whole or part by federal funds, the State will retain all Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement pursuant to applicable federal law including, but not limited to, 45 C.F.R. § 75.322 and 45 C.F.R. § 95.617, except as provided in 37 C.F.R. Part 401.14. However, the federal government will have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- l. The provisions set forth herein will survive any termination or expiration of this Agreement.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor must obtain prior DHCS 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 must 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 or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors must 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. The Contractor and its employees, agents, or subcontractors must not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors must promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor must not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity will 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 DHCS, 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.

15. Documents, Publications and Written Reports

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

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement must 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.

16. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance

between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

- 1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor must direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief will render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief will 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 must 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 must be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee will 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 will be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee will be the final administrative determination by the Department.
- 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 Health and Safety Code (Health & Saf. Code) § 100171.
 - c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence will be directed to the DHCS Program Contract Manager.
 - d. There are organizational differences within DHCS' 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 will be notified in writing by the DHCS Program 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.
 - e. Notwithstanding any dispute, the Contractor shall diligently continue performance of the Contract (including matters subject to dispute to the maximum extent possible).

17. Subrecipient Compliance

(Applicable to agreements in which a Subrecipient receives federal funding. This does not apply to Medi-Cal programs.)

Per 2 C.F.R. § 200.93, a Subrecipient is a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award. Subrecipients must comply with certain requirements, including without limitation, audit requirements, as set forth in 2 C.F.R. Part 200, as applicable to Subrecipients. Subrecipients may be subject to applicable monitoring activities by DHCS as required in 2 C.F.R. § 200.332.

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. § 263a (CLIA) and the regulations thereunder.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 C.F.R. Part 180, 2 C.F.R. Part 376.
- 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) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
 - 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) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 C.F.R. Part 180, Subpart C as supplemented by 2 C.F.R. Part 376.
 - 6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R. part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - 7) 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 must submit an explanation to the DHCS Program Contract Manager.
 - d. The terms and definitions herein have the meanings set out in 2 C.F.R. Part 180 as supplemented by 2 C.F.R. Part 376.
 - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Drug Free Workplace Act of 1988

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.
- e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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, DHCS

will 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.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Progress Reports or Meetings

(Applicable to consultant service agreements and, at DHCS' option, other agreements.)

- a. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by DHCS to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
- b. At the conclusion of this Agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Contractor shall submit a comprehensive final report.

25. Performance Evaluation

- a. For all consultant service agreements of \$5000 or more:
 - 1) The Contractor's performance under this Agreement will be evaluated at the conclusion of the term of this Agreement. The evaluation will include, but not be limited to:
 - a) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.
 - b) Whether the contracted work or services met the quality standards specified in the Agreement.
 - c) Whether the Contractor fulfilled all requirements of the Agreement and if not, in what ways the Contractor did not fulfill the contract.
 - d) Factors outside the control of the Contractor, which caused difficulties in Contractor performance. Factors outside the control of the Contractor will not include a Subcontractor's poor performance.
 - e) Other information the awarding agency may require.

- f) How the Contract results and findings will be utilized to meet the agency goals.
- 2) The evaluation of the Contractor will not be a public record.

b. For all other agreements except grant agreements:

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation will not be a public record and will remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

26. Officials Not to Benefit

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

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

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.

28. Use of Disabled Veteran's Business Enterprises (DVBE)

(Applicable to agreements over \$10,000 in which the Contractor committed to achieve DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by DHCS.)

- a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.
- b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.
- c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments. Contractor understands and agrees to comply with the requirements set forth in Mil. & Vet. Code § 999 et seq. in that should award of this Contract be based on part on its commitment to use the DVBE subcontractor(s) identified in its bid or offer, per Mil. & Vet. Code § 999.5(g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both DHCS and the DGS prior to the commencement of any work by the proposed subcontractor. Changes to the

scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

- d. Requests for DVBE subcontractor substitution must include:
 - 1) A written explanation of the reason for the DVBE substitution.
 - 2) A written description of the business enterprise that will be substituted, including its DVBE certification status and contact information.
 - 3) A written description of the work to be performed by the substituted DVBE subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.
 - 4) One or more of the permissible justifications for substituting a DVBE subcontractor as found in 2 C.C.R. § 1896.73(g).
- e. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Mil. & Vet. Code § 999.9 and other applicable State laws.
- f. Upon completion of this Contract, DHCS requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), all of the following:
 - 1) The total amount the prime Contractor received under the Agreement;
 - 2) The name, address, Contract number and certification ID Number of the DVBE(s) that participated in the performance of this Contract;
 - 3) The amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;
 - 4) That all payments under the Contract have been made to the DVBE(s); and
 - 5) The actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor must provide proof of payment for the work.
- g. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold \$10,000 from the final payment, or the full payment if less than \$10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement must, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, DHCS will permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. (Mil. & Vet. Code § 999.7.)

- h. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Govt. Code § 14841.)
- i. Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in § 999 of the Mil. & Vet. Code, including, but not limited to, the requirements of § 999.5(d).

29. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts must be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors must take all of the following steps to further this goal.

- a. Ensure that small businesses, minority-owned firms and women's business enterprises are used to the fullest extent practicable.
- b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms and women's business enterprises.
- c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

30. Use of Small Business Subcontractors

(Only applicable to agreements awarded in part due to the granting of small business preference where the Contractor committed to use small business subcontractors for at least 25% of the initial contract cost or amount bid.)

- a. All Small Business Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein, and made a part of this Agreement by this reference.
- b. Contractor agrees to use each small business subcontractor/supplier, as

identified in previously submitted Small Business Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by DHCS, in writing (including email or fax), prior to using a proposed substitute subcontractor.

- c. Requests for substitution must be approved by the funding program and must include, at a minimum:
 - 1) An explanation of the reason for the substitution.
 - 2) A written description of the business enterprise that will be substituted, including its small business certification status and contact information.
 - 3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the Contract will be fulfilled.
 - 4) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall Contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the Contract pursuant to 2 C.C.R. § 1896.15.
- d. DHCS may consent to the substitution if allowed by applicable State laws.
- e. Prior to the approval of the prime contractor's request for the substitution, the funding program will give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified will have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections will constitute the listed subcontractor's consent to the substitution. If written objections are filed, DHCS will give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by DHCS on the prime contractor's request for substitution.
- f. Failure of the Contractor to subcontract with the small businesses listed in its bid or proposal to DHCS, or failure to follow applicable substitution rules and regulations will be grounds for DGS to impose sanctions pursuant to Gov. Code § 14842.5 and 2 C.C.R. § 1896.92. In the event such sanction are to be imposed, the Contractor be notified in writing and entitled to a hearing pursuant to Gov. Code § 14842. and 2 C.C.R. § 1896.18 and § 1896.20.
- g. If requested by DHCS, Contractor agrees to provide documentation/verification, in a form agreed to by DHCS, that small business subcontractor usage under this Agreement complies with the commitments specified during the contractor selection process.

31. Alien Ineligibility Certification

(Applicable to sole proprietors entering into federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. § 1601, et seq.)

32. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Gov. Code §§ 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee must, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

33. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

- 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 must 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 Provision f (3)(a) 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 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 DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

34. Suspension or Stop Work Notification

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification will remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
 - 1) Upon receipt of a suspension or stop work notification, the Contractor must immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
 - 2) Within 90 days of the issuance of a suspension or stop work notification, DHCS will either:

- a) Cancel, extend, or modify the suspension or stop work notification; or
- b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is canceled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification will require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is canceled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS will allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS will not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

35. Public Communications

"Electronic and printed documents developed and produced, for public communications must follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

36. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.)

The Contractor must:

- a. Adhere to legal cost and billing guidelines designated by DHCS.
- b. Adhere to litigation plans designated by DHCS.
- c. Adhere to case phasing of activities designated by DHCS.
- d. Submit and adhere to legal budgets as designated by DHCS.
- e. Maintain legal malpractice insurance in an amount not less than the amount designated by DHCS. Said amount must be indicated in a separate letter to the Contractor.

- f. Submit to legal bill audits and law firm audits if requested by DHCS. Such audits may be conducted by State employees or its designees or by any legal cost control providers retained by DHCS for such purpose.
- g. Applicable only to legal agreements of \$50,000 or more:

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

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

37. Compliance with Statutes and Regulations

- a. The Contractor must comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement. This includes any changes to the applicable laws, regulations, and/or published guidelines that arise after the execution of this Agreement.
- b. For federally funded agreements, these authorities include, but are not limited to, 2 C.F.R. Part 200, subpart F, Appendix II; 42 C.F.R. Part 431, subpart F; 42 C.F.R. Part 433, subpart D; 42 C.F.R. Part 434; 45 C.F.R. Part 75, subpart D; and 45 C.F.R. Part 95, subpart F. To the extent applicable under federal law, this Agreement will incorporate the contractual provisions in these federal regulations and they will supersede any conflicting provisions in this Agreement.

38. 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, must 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 must 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 non-appropriated 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 must 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 must file a certification, and a disclosure form, if required, to the next tier above.
- 5) All disclosure forms (but not certifications) must be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person must forward all disclosure forms to DHCS 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.

**Attachment 1
CERTIFICATION REGARDING LOBBYING**

The recipient 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 must complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" (Attachment 2) in accordance with its instructions.
3. The recipient must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients must 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 will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING**, as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2. **CERTIFICATION REGARDING LOBBYING and returning it to the Department of Health Care Services.**

Attachment 2
CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
— a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		— a. bid/offer/application b. initial award c. post-award		— a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.	
4. Name and Address of Reporting Entity:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
<input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known:					
Congressional District, If known:			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 (If individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):		
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. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.					
Signature:					
Print Name:					
Title:					
Telephone Number:					
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 followup 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 grant.
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 E
Additional Provisions

1. Amendment Process

- A. This provision is in addition to provision 2 of Exhibit C, General Terms and Conditions (GTC 02/2025).
- B. Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments must be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes must be made through the State's official agreement amendment process, unless otherwise stipulated within this Agreement. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), the Centers for Medicare and Medicaid (CMS), or any other applicable regulatory agencies, is such approval(s) are required.

2. Termination for Convenience

- A. This provision replaces and supersedes only Provision 10(b) Termination for Convenience in Exhibit D. **Note:** Provision 10(a) Termination for Cause in Exhibit D remains in force as is.
- B. This agreement may be terminated, in whole or in part, without cause, and without penalty, by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification must state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Upon receipt of a notice of termination or cancellation from DHCS, Contractor must take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims.
- D. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

3. Insurance Requirements

Contractor must comply with the following insurance requirements:

- A. General Provisions Applying to All Policies

(Revised 04/2025)

Exhibit E
Additional Provisions

1. Coverage Term

Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.

2. Policy Cancellation or Termination & Notice of Non-Renewal

Contractor is responsible to notify the State within thirty (30) days of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State 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. Deductible & Other Costs

Contractor is responsible for any deductible or self-insured retention contained within their insurance program, or any premiums or assessments.

4. Primary Clause

Any required insurance contained in this contract must be primary, and not excess or contributory, to any other insurance carried by the State.

5. Insurance Carrier Required Rating

All insurance companies must carry an A rating or better. 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 State 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 contract.

8. Subcontractors

If Contractor has identified subcontractors for the work/services identified in the scope of work, the Contractor must include all subcontractors as insureds under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required of Contractor.

Exhibit E
Additional Provisions

9. Certificate of Insurance

The Contractor shall furnish a Certificate of Insurance for in complete compliance with the terms of the applicable insurance requirements in this provision (i.e., coverage type; dollar limit per occurrence; cancellation requires notification to DHCS at least thirty (30) days in advance; and the State of California, its officers, agents, and employees are included as additional insureds with respect to work performed for the State of California under this Agreement).

B. Commercial General Liability

Contractor and any subcontractors must maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limits must apply separately to this project/location, or the general aggregate limit must be twice the required occurrence limit. If the aggregate applies "per project/location" it must so state on the certificate. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured with respect to work performed under the contract. The additional insured endorsement must be provided with the certificate of insurance.

C. Automobile Liability

Contractor must maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance must cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured with respect to work performed under the contract. The additional insured endorsement must be provided with the certificate of insurance.

D. Workers Compensation and Employers Liability

Contractor must maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of the State.

Contractor's Release

Instructions to Contractor:**Final Invoice(s)**

Submit one original invoice signed by a person authorized to bind the Contractor. The original invoice may be submitted and signed electronically using an authorized electronic signature in accordance with California State Administrative Manual 1240. The only authorized form of electronic signature is a digital signature that meets requirements under California Government Code 16.5 and California Secretary of State Regulations for Digital Signatures.

Submission of Final Invoice

Pursuant to contract number _____ entered into between the Department of Health Care Services (DHCS) 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 DHCS or purchased with or reimbursed by contract funds)

Unless DHCS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHCS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHCS, at DHCS' 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 IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____

Printed Name/Title of Person Signing: _____

Date: _____

Distribution: Accounting (Original) Program

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
 - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.
 - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.
 - 7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

8. Compliance with Other Applicable Law

- 8.1** To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
- 8.1.1** To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
- 8.1.2** To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.
- 8.2** Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3** If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Safeguards and Security.

- 9.1.1** Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 9.1.2** Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>; updates will be available online at <https://csrc.nist.gov/publications/sp800>.
- 9.1.3** Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at <https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search>. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.
- 9.1.4** Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.
- 9.1.5** Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.

9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

9.2 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI. Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI. Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures. Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Collaboration. The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. Compliance with DHCS Obligations. To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. Access to Practices, Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. Return or Destroy PHI on Termination; Survival. At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

18. Special Provision for SSA Data. If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

19. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

19.1 Notice to DHCS.

19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

19.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

19.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, "DHCS Contacts").

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

<https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx>

Notice via email shall be made using the current DHCS "Privacy Incident Reporting Form" and shall include all information known at the time the incident is reported. The form is available online at

<https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

19.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 Investigation. Business Associate shall immediately investigate such security incident or breach.

19.3 Complete Report. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

19.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

19.5 Responsibility for Reporting of Breaches to Entities Other than DHCS. If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19.6 DHCS Contact Information. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

20. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how

DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

- 21.2** If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

22. Termination

- 22.1 Termination for Cause.** Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

- 22.1.1** Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or
- 22.1.2** Terminate this Agreement if Business Associate has violated a material term of this Agreement.

- 22.2 Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

23. Miscellaneous Provisions

- 23.1 Disclaimer.** DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

23.2. Amendment.

- 23.2.1** Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

- 23.2.2** Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.

- 23.3 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

- 23.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

- 23.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

- 23.6 No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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



INYO COUNTY BOARD OF SUPERVISORS

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DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-852

Payment for Prior-Year Invoices to Seneca Family of Agencies for Wraparound Aftercare Services

Health & Human Services - Social Services

ACTION REQUIRED

ITEM SUBMITTED BY

Torreye Bartholomew, Administrative Secretary

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Authorize payment to Seneca Family of Agencies of Oakland, CA for prior-year invoices in the amount of \$34,000.68 for Wraparound Aftercare Services.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Health and Human Services Child Welfare program has care, custody and control of a minor in long-term foster care. In 2023, the minor was transferred from a neighboring county to Inyo County, but has continued to reside outside of Inyo County. When the inter-county transfer occurred, the minor was placed in and was receiving intensive care in a Short-Term Residential Therapeutic Program (STRTP). Upon discharge from the STRTP, the minor was placed in a Resource Family Approved home with relatives outside of Inyo County. Required aftercare services were sought to support the minor in their new placement. A Wraparound program, Seneca Family of Agencies, was the service provider in that region of California that could provide the mandated services.

Wraparound services are a mandated support system for foster youth discharged from a Short-Term Residential Therapeutic Program (STRTP) under the Family First Prevention Services Act (FFPSA) Section 672(k)(4)(F) of Title 42 of the U.S. Code. This mandate ensures that children transitioning out of STRTPs receive intensive, community-based services that facilitate successful reintegration into a home-like setting, reducing reliance on institutional care. Additionally, the FFPSA mandate addresses Welfare and Institutions Code 4096.6 (a) (1) pertaining to aftercare services on behalf of a child exiting from an STRTP.

While the service provider proactively provided services to the minor, staffing shortages in the HHS Social and Placement Services division and a lack of administrative follow-up related to the costs associated with Seneca Wraparound resulted in eight invoices, received between December 2023 and August 2024, not being paid in a timely manner. Therefore, the Department is requesting authority to pay eight prior-year invoices for these required aftercare services in the amount of \$34,000.68. To prevent a recurrence, the Department will implement improved internal tracking and billing oversight procedures to ensure timely review, authorization, and payment of mandated service invoices going forward.

FISCAL IMPACT:

Funding Source	State general fund through California Department of Social Services	Budget Unit	055800
Budgeted?	No	Object Code	5265
Recurrence	One time expenditure	Sole Source?	N/A

If Sole Source, provide justification below

N/A

Current Fiscal Year Impact

While these items were not specifically budgeted, funding is available pending return on claim reimbursement. Social Services funding is based on a cash basis so we will be able to invoice for these services and payment will be received from the State. We will submit these expenses in our quarterly claim in Q3 and payment will be received in Q4.

Future Fiscal Year Impacts

N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this retroactive payment. However, this is not recommended as it would mean that Seneca Family of Agencies would not be reimbursed for actual costs incurred for services provided during prior fiscal years.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Melissa Witting	Created/Initiated - 12/12/2025
Darcy Israel	Approved - 12/12/2025
Darcia Blackdeer-Lent	Approved - 12/12/2025
Anna Scott	Approved - 12/16/2025
Melissa Best-Baker	Approved - 12/16/2025
Gina Ellis	Approved - 12/16/2025
Amy Shepherd	Approved - 12/26/2025
Keri Oney	Approved - 12/26/2025
John Vallejo	Approved - 12/29/2025
Anna Scott	Approved - 12/29/2025
Denelle Carrington	Final Approval - 12/29/2025

ATTACHMENTS:

1. Seneca Invoices



SENECA

FAMILY OF AGENCIES | UNCONDITIONAL CARE

INVOICE
Feb-24
INVOICE DATE
4/1/2024

Inyo County Health & Human Services
Attn: Taylor Richards

Dates of Service	Service Description	Unit	Quantity	Cost Per Unit	Extended Cost
February 1-29, 2024	<p>San Francisco Wraparound Services for Inyo County Youth -</p> <p>[REDACTED]</p> <p>Seneca's Wraparound model adheres to the standards articulated in the California Department of Social Services (CDSS) All County Information Notice (ACIN) # 1-28-99. Seneca's Wraparound model maintains fidelity to the national program model developed by the National Wraparound Initiative.</p> <p>Wraparound is community-based and family-driven planning process that includes a blend of assessment, safety planning, treatment planning, Child and Family Teaming, care coordination, case management, behavioral health services, crisis intervention, permanency services, and discharge planning services.</p> <p>The frequency and duration of these services is held flexibly and increases or decreases depending on the unique and complex needs of a youth and family.</p> <p>Every youth and family has access to Seneca's Wraparound Support Line 24 hours of day, 7 days a week, for phone and in-person support in order to prevent, intervene, or debrief a crisis. Seneca's Wraparound program ensures access to and the availability of services and supports to all enrolled families every day of the month, even if there isn't a planned service that occurs in a day.</p> <p>Therefore, the Seneca Wraparound program operates on a monthly rate that is prorated by days of enrollment.</p>	Day	29	\$147.59	\$4,280.00
Submitted by: Kayla Nine-Espinosa, Senior Accountant Seneca Family of Agencies kayla_ne@senecacenter.org		PLEASE MAKE CHECK PAYABLE TO: Seneca Family of Agencies 8945 Golf Links Road Oakland, CA 94605			\$4,280.00 Please Pay This Amount



SENECA

FAMILY OF AGENCIES | UNCONDITIONAL CARE

INVOICE
Mar-24
INVOICE DATE
5/31/2024

Inyo County Health & Human Services
Attn: Taylor Richards

Dates of Service	Service Description	Unit	Quantity	Cost Per Unit	Extended Cost
March 1-31, 2024	<p>San Francisco Wraparound Services for Inyo County Youth -</p> <p>Seneca's Wraparound model adheres to the standards articulated in the California Department of Social Services (CDSS) All County Information Notice (ACIN) # 1-28-99. Seneca's Wraparound model maintains fidelity to the national program model developed by the National Wraparound Initiative.</p> <p>Wraparound is community-based and family-driven planning process that includes a blend of assessment, safety planning, treatment planning, Child and Family Teaming, care coordination, case management, behavioral health services, crisis intervention, permanency services, and discharge planning services.</p> <p>The frequency and duration of these services is held flexibly and increases or decreases depending on the unique and complex needs of a youth and family.</p> <p>Every youth and family has access to Seneca's Wraparound Support Line 24 hours of day, 7 days a week, for phone and in-person support in order to prevent, intervene, or debrief a crisis. Seneca's Wraparound program ensures access to and the availability of services and supports to all enrolled families every day of the month, even if there isn't a planned service that occurs in a day.</p> <p>Therefore, the Seneca Wraparound program operates on a monthly rate that is prorated by days of enrollment.</p>	Day	31	\$138.06	\$4,280.00
Submitted by: Kayla Nine-Espinosa, Senior Accountant Seneca Family of Agencies kayla_ne@senecacenter.org		PLEASE MAKE CHECK PAYABLE TO: Seneca Family of Agencies 8945 Golf Links Road Oakland, CA 94605			\$4,280.00 Please Pay This Amount



SENECA

FAMILY OF AGENCIES | UNCONDITIONAL CARE

INVOICE
Apr-24
INVOICE DATE
5/31/2024

Inyo County Health & Human Services
Attn: Taylor Richards

Dates of Service	Service Description	Unit	Quantity	Cost Per Unit	Extended Cost
April 1-30, 2024	<p>San Francisco Wraparound Services for Inyo County Youth -</p> <p>[REDACTED]</p> <p>Seneca's Wraparound model adheres to the standards articulated in the California Department of Social Services (CDSS) All County Information Notice (ACIN) # 1-28-99. Seneca's Wraparound model maintains fidelity to the national program model developed by the National Wraparound Initiative.</p> <p>Wraparound is community-based and family-driven planning process that includes a blend of assessment, safety planning, treatment planning, Child and Family Teaming, care coordination, case management, behavioral health services, crisis intervention, permanency services, and discharge planning services.</p> <p>The frequency and duration of these services is held flexibly and increases or decreases depending on the unique and complex needs of a youth and family.</p> <p>Every youth and family has access to Seneca's Wraparound Support Line 24 hours of day, 7 days a week, for phone and in-person support in order to prevent, intervene, or debrief a crisis. Seneca's Wraparound program ensures access to and the availability of services and supports to all enrolled families every day of the month, even if there isn't a planned service that occurs in a day.</p> <p>Therefore, the Seneca Wraparound program operates on a monthly rate that is prorated by days of enrollment.</p>	Day	30	\$142.67	\$4,280.00
Submitted by: Kayla Nine-Espinosa, Senior Accountant Seneca Family of Agencies kayla_ne@senecacenter.org		PLEASE MAKE CHECK PAYABLE TO: Seneca Family of Agencies 8945 Golf Links Road Oakland, CA 94605			\$4,280.00 Please Pay This Amount



SENECA

FAMILY OF AGENCIES | UNCONDITIONAL CARE

INVOICE
May-24
INVOICE DATE
7/11/2024

Inyo County Health & Human Services
Attn: Taylor Richards

Dates of Service	Service Description	Unit	Quantity	Cost Per Unit	Extended Cost
May 1-31, 2024	<p>San Francisco Wraparound Services for Inyo County Youth -</p> <p>Seneca's Wraparound model adheres to the standards articulated in the California Department of Social Services (CDSS) All County Information Notice (ACIN) # 1-28-99. Seneca's Wraparound model maintains fidelity to the national program model developed by the National Wraparound Initiative.</p> <p>Wraparound is community-based and family-driven planning process that includes a blend of assessment, safety planning, treatment planning, Child and Family Teaming, care coordination, case management, behavioral health services, crisis intervention, permanency services, and discharge planning services.</p> <p>The frequency and duration of these services is held flexibly and increases or decreases depending on the unique and complex needs of a youth and family.</p> <p>Every youth and family has access to Seneca's Wraparound Support Line 24 hours of day, 7 days a week, for phone and in-person support in order to prevent, intervene, or debrief a crisis. Seneca's Wraparound program ensures access to and the availability of services and supports to all enrolled families every day of the month, even if there isn't a planned service that occurs in a day.</p> <p>Therefore, the Seneca Wraparound program operates on a monthly rate that is prorated by days of enrollment.</p>	Day	31	\$138.06	\$4,280.00
Submitted by: Kayla Nine-Espinosa, Senior Accountant Seneca Family of Agencies kayla_ne@senecacenter.org		PLEASE MAKE CHECK PAYABLE TO: Seneca Family of Agencies 8945 Golf Links Road Oakland, CA 94605			\$4,280.00 Please Pay This Amount



SENECA

FAMILY OF AGENCIES | UNCONDITIONAL CARE

INVOICE
Jun-24
INVOICE DATE
7/11/2024

Inyo County Health & Human Services
Attn: Taylor Richards

Dates of Service	Service Description	Unit	Quantity	Cost Per Unit	Extended Cost
June 1-30, 2024	<p>San Francisco Wraparound Services for Inyo County Youth -</p> <p>Seneca's Wraparound model adheres to the standards articulated in the California Department of Social Services (CDSS) All County Information Notice (ACIN) # 1-28-99. Seneca's Wraparound model maintains fidelity to the national program model developed by the National Wraparound Initiative.</p> <p>Wraparound is community-based and family-driven planning process that includes a blend of assessment, safety planning, treatment planning, Child and Family Teaming, care coordination, case management, behavioral health services, crisis intervention, permanency services, and discharge planning services.</p> <p>The frequency and duration of these services is held flexibly and increases or decreases depending on the unique and complex needs of a youth and family.</p> <p>Every youth and family has access to Seneca's Wraparound Support Line 24 hours of day, 7 days a week, for phone and in-person support in order to prevent, intervene, or debrief a crisis. Seneca's Wraparound program ensures access to and the availability of services and supports to all enrolled families every day of the month, even if there isn't a planned service that occurs in a day.</p> <p>Therefore, the Seneca Wraparound program operates on a monthly rate that is prorated by days of enrollment.</p>	Day	30	\$142.67	\$4,280.00
Submitted by: Kayla Nine-Espinosa, Senior Accountant Seneca Family of Agencies kayla_ne@senecacenter.org		PLEASE MAKE CHECK PAYABLE TO: Seneca Family of Agencies 8945 Golf Links Road Oakland, CA 94605			\$4,280.00 Please Pay This Amount



SENECA

FAMILY OF AGENCIES | UNCONDITIONAL CARE

INVOICE
Jul-24
INVOICE DATE
8/11/2024

Inyo County Health & Human Services
Attn: Taylor Richards

Dates of Service	Service Description	Unit	Quantity	Cost Per Unit	Extended Cost
July 1-31, 2024	<p>San Francisco Wraparound Services for Inyo County Youth -</p> <p>Seneca's Wraparound model adheres to the standards articulated in the California Department of Social Services (CDSS) All County Information Notice (ACIN) # 1-28-99. Seneca's Wraparound model maintains fidelity to the national program model developed by the National Wraparound Initiative.</p> <p>Wraparound is community-based and family-driven planning process that includes a blend of assessment, safety planning, treatment planning, Child and Family Teaming, care coordination, case management, behavioral health services, crisis intervention, permanency services, and discharge planning services.</p> <p>The frequency and duration of these services is held flexibly and increases or decreases depending on the unique and complex needs of a youth and family.</p> <p>Every youth and family has access to Seneca's Wraparound Support Line 24 hours of day, 7 days a week, for phone and in-person support in order to prevent, intervene, or debrief a crisis. Seneca's Wraparound program ensures access to and the availability of services and supports to all enrolled families every day of the month, even if there isn't a planned service that occurs in a day.</p> <p>Therefore, the Seneca Wraparound program operates on a monthly rate that is prorated by days of enrollment.</p>	Day	31	\$138.06	\$4,280.00
Submitted by: Kayla Nine-Espinosa, Senior Accountant Seneca Family of Agencies kayla_ne@senecacenter.org		PLEASE MAKE CHECK PAYABLE TO: Seneca Family of Agencies 8945 Golf Links Road Oakland, CA 94605			\$4,280.00 Please Pay This Amount



SENECA

FAMILY OF AGENCIES | UNCONDITIONAL CARE

INVOICE
Aug-24
INVOICE DATE
9/11/2024

Inyo County Health & Human Services
Attn: Taylor Richards

Dates of Service	Service Description	Unit	Quantity	Cost Per Unit	Extended Cost
August 1-8, 2024 CLIENT DOD August 9, 2024	<p>San Francisco Wraparound Services for Inyo County Youth</p> <p>Seneca's Wraparound model adheres to the standards articulated in the California Department of Social Services (CDSS) All County Information Notice (ACIN) # 1-28-99. Seneca's Wraparound model maintains fidelity to the national program model developed by the National Wraparound Initiative.</p> <p>Wraparound is community-based and family-driven planning process that includes a blend of assessment, safety planning, treatment planning, Child and Family Teaming, care coordination, case management, behavioral health services, crisis intervention, permanency services, and discharge planning services.</p> <p>The frequency and duration of these services is held flexibly and increases or decreases depending on the unique and complex needs of a youth and family.</p> <p>Every youth and family has access to Seneca's Wraparound Support Line 24 hours of day, 7 days a week, for phone and in-person support in order to prevent, intervene, or debrief a crisis. Seneca's Wraparound program ensures access to and the availability of services and supports to all enrolled families every day of the month, even if there isn't a planned service that occurs in a day.</p> <p>Therefore, the Seneca Wraparound program operates on a monthly rate that is prorated by days of enrollment.</p>	Day	8	\$142.67	\$1,141.33
Submitted by: Kayla Nine-Espinosa, Senior Accountant Seneca Family of Agencies kayla_ne@senecacenter.org		PLEASE MAKE CHECK PAYABLE TO: Seneca Family of Agencies 8945 Golf Links Road Oakland, CA 94605			\$1,141.33 Please Pay This Amount



INVOICE
Jan-24
INVOICE DATE
2/29/2024

Inyo County Health & Human Services
Attn: Taylor Richards

Dates of Service	Service Description	Unit	Quantity	Cost Per Unit	Extended Cost
January 1-31, 2024	<p>San Francisco Wraparound Services for Inyo County Youth -</p> <p>Seneca's Wraparound model adheres to the standards articulated in the California Department of Social Services (CDSS) All County Information Notice (ACIN) # 1-28-99. Seneca's Wraparound model maintains fidelity to the national program model developed by the National Wraparound Initiative.</p> <p>Wraparound is community-based and family-driven planning process that includes a blend of assessment, safety planning, treatment planning, Child and Family Teaming, care coordination, case management, behavioral health services, crisis intervention, permanency services, and discharge planning services.</p> <p>The frequency and duration of these services is held flexibly and increases or decreases depending on the unique and complex needs of a youth and family.</p> <p>Every youth and family has access to Seneca's Wraparound Support Line 24 hours of day, 7 days a week, for phone and in-person support in order to prevent, intervene, or debrief a crisis. Seneca's Wraparound program ensures access to and the availability of services and supports to all enrolled families every day of the month, even if there isn't a planned service that occurs in a day.</p> <p>Therefore, the Seneca Wraparound program operates on a monthly rate that is prorated by days of enrollment.</p>	Day	31	\$138.06	\$4,280.00
<p>Submitted by: Kayla Nine-Espinosa, Senior Accountant Seneca Family of Agencies kayla_ne@senecacenter.org</p>		<p>PLEASE MAKE CHECK PAYABLE TO: Seneca Family of Agencies 8945 Golf Links Road Oakland, CA 94605</p>			<p>\$4,280.00 Please Pay This Amount</p>



SENECA

FAMILY OF AGENCIES | UNCONDITIONAL CARE

INVOICE
Dec-23
INVOICE DATE
2/14/2024

Inyo County Health & Human Services
Attn: Taylor Richards

Dates of Service	Service Description	Unit	Quantity	Cost Per Unit	Extended Cost
December 11-31, 2023	<p>San Francisco Wraparound Services for Inyo County Youth -</p> <p>Seneca's Wraparound model adheres to the standards articulated in the California Department of Social Services (CDSS) All County Information Notice (ACIN) # 1-28-99. Seneca's Wraparound model maintains fidelity to the national program model developed by the National Wraparound Initiative.</p> <p>Wraparound is community-based and family-driven planning process that includes a blend of assessment, safety planning, treatment planning, Child and Family Teaming, care coordination, case management, behavioral health services, crisis intervention, permanency services, and discharge planning services.</p> <p>The frequency and duration of these services is held flexibly and increases or decreases depending on the unique and complex needs of a youth and family.</p> <p>Every youth and family has access to Seneca's Wraparound Support Line 24 hours of day, 7 days a week, for phone and in-person support in order to prevent, intervene, or debrief a crisis. Seneca's Wraparound program ensures access to and the availability of services and supports to all enrolled families every day of the month, even if there isn't a planned service that occurs in a day.</p> <p>Therefore, the Seneca Wraparound program operates on a monthly rate that is prorated by days of enrollment.</p>	Day	21	\$138.06	\$2,899.35
Submitted by: Kayla Nine-Espinosa, Senior Accountant Seneca Family of Agencies kayla_ne@senecacenter.org		PLEASE MAKE CHECK PAYABLE TO: Seneca Family of Agencies 8945 Golf Links Road Oakland, CA 94605			\$2,899.35 Please Pay This Amount



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DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-789

Review of California Legislation Passed in 2025 Pertaining to the Functions of the Clerk-Recorder & Elections Department

Clerk-Recorder

NO ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Sexton, Clerk/Recorder

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

This item is presented for informational purposes only. There is no recommended action.

BACKGROUND / SUMMARY / JUSTIFICATION:

With the close of 2025, it is time to review the many Assembly and Senate Bills that passed last year that affect our Clerk, Recorder, or Elections functions. The attached list of bills that have passed that affect our department.

Efforts to track new laws pertaining to our department rely on involvement with statewide associations -- Clerk Recorder Association of California (CRAC), and California Association of Clerks and Elections Officers (CACEO) -- and attending their regular Legislative Committee meetings, annual conferences, and annual New Law workshops.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

N/A

APPROVALS:

Danielle Sexton

Created/Initiated - 11/17/2025

Darcy Israel	Approved - 11/18/2025
Danielle Sexton	Approved - 11/25/2025
Amy Shepherd	Approved - 12/09/2025
Keri Oney	Approved - 12/12/2025
John Vallejo	Approved - 12/16/2025
Darcy Israel	Approved - 12/17/2025
Denelle Carrington	Final Approval - 12/17/2025

Just a note that not each and every one of these summaries has been checked for accuracy by County Counsel. Having said that, the summary is generally helpful and is not binding on the County should any of the summarized provisions be at issue in future county business.

ATTACHMENTS:

1. BOS Leg Review - 2025

Legislation Bills Review - New and Amended Laws - 2025

The following Bills have been Chaptered into law by the Secretary of State in 2024. The summary language provided below is incomplete and not a full representation of each Bill. This document has been created for internal review

Bill	Subject	Partial Summary. Refer to the Bill language for complete information.	Applies to:	Fiscal Impact:
SB-71	California Environmental Quality Act: exemptions: transit projects.	CEQA – This bill would extend the operation of multiple specified exemptions, and would exempt a transit comprehensive operational analysis, as defined, a transit route readjustment, or other transit agency route addition, elimination, or modification, from the requirements of CEQA.	Clerk - CEQA	No fiscal impact. No direct impact.
SB-486	Regional housing: California Environmental Quality Act.	CEQA – Sustainable communities strategy.		No fiscal impact. No direct impact.
SB-676	California Environmental Quality Act: judicial streamlining: state of emergency: fire.	CEQA -- This bill would require, for a project located in a geographic area that was damaged by fire for which the Governor declared a state of emergency on or after January 1, 2023, and the project is not otherwise exempt from CEQA, as specified, the lead agency to prepare the record of proceeding concurrently with the administrative process.		No fiscal impact. No direct impact.
AB-64	Vital records: diacritical marks.	Diacritical Marks on Vital Records. Adds HSC 102134 & 103227 Requires the State Registrar to adopt a system to properly record diacritical marks (accents, tildes, etc.) on an English letter within a name field on certificates of live birth, fetal death, death, and marriage licenses and certificates. 1. Existing Records: Authorizes the County Clerk to review and amend existing confidential marriage licenses/certificates for the omission of a diacritical mark upon sworn affidavit from a party and payment of a fee. 2. Fees: Authorizes the County Clerk to charge a fee not to exceed the reasonable cost for providing the amended confidential marriage license and certificate. <i>This service is required to commence no earlier than 2 years after an appropriation of funds by the Legislature</i>	Clerk - Vital Records	Possible fiscal impact of vender/software services and staff training. Increase local revenue by \$1.10 per certification issued. Estimated annual revenue increase = \$1,200 to \$1,700 into Vital Records Trust Account to off-set direct expenses.
AB-583	Death certificates.	Authorizes the medical and health section data and the time of death on a death certificate to be completed and attested to by a licensed nurse practitioner last in attendance. The bill would make additional conforming changes. The bill would also include a licensed nurse practitioner to the group of individuals required to notify the coroner when they have knowledge of a death under certain specified circumstances.	Clerk - Vital Records	No fiscal impact. No direct impact.
AB-747	Service of Process Accountability, Reform and Equity (SPARE) Act.	Requires Process Servers to additionally file a certificate with the county clerk of every county in which the person, corporation, or partnership effectuates service of process.	Clerk - Process Servers	Possible fiscal impact of revenue minimal increase from additional Proces Server filing fees.
SB-313	Vital records: birth certificates.	Vital Records: Confidential Parent Birthplace. Amends Health and Safety Code provisions relating to Vital Records. 1. Birth Certificate Content: Requires that the birthplace of each parent (mother and other parent) on the certificate of live birth be contained <u>within the confidential medical and social information portion</u> of the certificate, and therefore kept confidential. 2. Operative Date : This change is operative commencing July 1, 2027.	Clerk - Vital Records	No fiscal impact. Non-substantial change to current process.
AB-1050	Unlawfully restrictive covenants: reciprocal easement agreements.	Amends CivC 714.6 extend provisions pertaining to restrictive covenant and any documents the owner believes necessary to establish that the property qualifies as an affordable housing development - to apply to covenants, conditions, restrictions, or private limits contained in a reciprocal easement agreement, as provided.	Recorder - RCM	No fiscal impact. Non-substantial change to current process.
SB-255	County recorders: notification.	This bill would require each county to establish a RECORDER NOTIFICATION PROGRAM that would require the County Recorder to, within 30 days of recordation of a Deed, Quitclaim Deed, or Deed of Trust, to notify the parties executing the document by mail or electronic communication in accordance with certain procedures. The bill would also authorize the county recorder to collect a fee from the filing party. This program is required to commence by or before Jan. 1, 2027.	Recorder - Notification	Any fiscal impact will be fully offset by new fees impose for administrating program.

AB-604	Redistricting: congressional districts.	Statewide Special Election, 11/4/25: This bill specifies the elements that define the congressional districts if ACA 8 of the 2025–26 Regular Session is adopted by the voters. These provisions would become operative only if specified provisions of that constitutional amendment become operative, and would remain in effect only until a new map of congressional districts is certified by the Citizens Redistricting Commission as described above.	Special Election	Statewide Special Election, 11/4/25 estimated expense of \$220,826 was fully reimbursed by the State.
ACA-8	ACA 8, Rivas. Congressional redistricting.	Statewide Special Election, 11/4/25: The California Constitution establishes the Citizens Redistricting Commission , which is required to adjust the boundary lines of congressional, Senate, Assembly, and State Board of Equalization districts in the year following the year in which the national census is taken at the beginning of each decade. This measure will require <u>by-passing the Citizens Redistricting Commission</u> to temporarily use the congressional districts manually created by California Legislators reflected in AB 604 of the 2025–26 Regular Session for every congressional election until the new congressional boundary lines are drawn by the commission in 2031.		
SB-162	Committee on Budget and Fiscal Review. Elections.	Statewide Special Election, 11/4/25: In the enacting of a Special Election on 11/04/25 - This bill would also prohibit a county elections official from certifying the results of a local election called by a district, city, or other political subdivision on or before August 8, 2025, and scheduled to be held on November 4, 2025, before the 28th calendar day following the election.		
SB-280	Elections.	Statewide Special Election, 11/4/25: Adds CHAPTER 1.5. June 2, 2026, Statewide Direct Primary Election -- EC 8160 - 8166 Calls to submit Assembly Constitutional Amendment 8 (2025–2026) to the voters at the November 4, 2025, statewide special election to change the California Constitution to allow a one-time mid-century redistricting, per districts set by Assembly Bill 604 (2025-2026) Provides instruction on the manner in which the election shall be held by local election officials.		
AB-5	Tallying and release of election results.	This bill will add EC 15307 which will require elections office to "finish counting all ballots , with certain exceptions," by E+13 (all normal ballots must be tabulated ten days post Election Day, except for uncured, duplicated, ballots forwarded from other counties, mailed ballots received after E+4, or conditional / provisionals.)	Elections - Canvass	No fiscal impact. This is already part of our current process.
AB-16	Vote by mail ballots: processing.	<i>This bill amends EC 15101 & 10104: An elections Official may begin to process vote by mail ballot return envelopes and vote by mail ballots on the date on which the ballots are mailed. "Processing vote by mail ballots includes opening vote by mail ballot return envelopes, removing ballots, duplicating any damaged ballots, and preparing the ballots to be machine read, or machine reading them, including processing write-in votes so that they can be tallied by the machine"</i>	Elections - Canvass	No fiscal impact. Non-substantial change to current process.
AB-17	Elections: precinct maps.	This bill adds EC 12263 to require the registrar of voters in each county to make available, upon request by any member of the public, a map in digital form, free of charge, that shows the effective boundaries of each precinct within the county.	Elections - Precinct Maps	No fiscal impact. This is already part of our current process.
AB-94	Recall elections: successors.	This bill amends EC 11382 & 11385 to provide that when the local officer is recalled and removed, that officer may not be appointed to fill the vacancy .	Elections - Recall	No fiscal impact. Non-substantial change to current process.
AB-287	Elections: polling places and vote centers.	This bill amends EC 12283 to require the governing body to instruct the school district or other public administrator to provide the elections official with an adequate amount of space for voting operations and storage of associated supplies, if a school buildings or other public buildings are selected for voting locations . This bill would require the district administrator to also make accessible parking spaces and parking for assisting voters curbside available, if requested by the elections official.	Elections - Voting Locations	No fiscal impact. No direct impact.
AB-343	California Public Records Act: elected or appointed officials.	This bill would expand the definition of the term "elected or appointed official," to include a retired judge or court commissioner, a retired federal judge or federal defender, a retired judge of a federally recognized Indian tribe, and an appointee of a court to serve as children's counsel in a family or dependency proceeding.	Elections - PRAs	No fiscal impact. Non-substantial change to current process.

AB-827	Voting: signature verification.	<p>Expanded Signature Cure Period and Process. Significantly expands the voter cure period and refines the process:</p> <p>1 amends EC2194 to add information on persons in the challenged list: <i>Voter information provided pursuant to this subdivision shall be updated daily, include the name of the voter, and be provided in a searchable electronic format. The daily update shall also include, as applicable, information regarding whether a form has been received from the voter to verify their signature pursuant to subdivision (d) of Section 3019, whether a form has been received or the voter has otherwise provided a signature pursuant to subdivision (e) of Section 3019, and whether the signature provided pursuant to subdivision (d) or (e) of Section 3019 did or did not compare.</i></p> <p>2 sets deadlines for the mailing and receipt of cure letters (letters must be mailed by “applicable notification deadline” and the deadline to return a cure letter is “applicable receipt deadline” with different definitions to these terms for different election types. For regularly scheduled elections, receipt deadline is 22 calendar days after the election. <i>This forbids Election Officials from completing an election any earlier than 23 days after an election .)</i></p> <p>3 requires a county to review late cure letter materials to update registration signature records.</p>	Elections - Voter Info	Fiscal Impact: Minimal for supplies and time to administer changes.
AB-930	Elections and voting procedures.	<p>This bill makes many changes:</p> <p>1. extends the mailed ballot due date for all-mailed ballot elections from three days to seven days after Election Day.</p> <p>2. sets new and additional requirements for voter-requested recounts to allow the order in which ballots are recounted to be determined by the requesting party.</p> <p>3. sets a requirement that a member of a special recount board be eligible to register to vote in California if they are required to tally any ballots as part of their role on the board.</p>	Elections - multiple changes	Fiscal Impact: Minimal for supplies and time to administer changes.
AB-1072	Elections: ballot mistakes.	This bill would require the Secretary of State, in consultation with county elections officials, to develop uniform standards and guidelines for a voter to correct mistakes made on the voter’s ballot.	Elections - Ballot	No fiscal impact. Non-substantial change to current process.
AB-1079	Civil appeals: stay of enforcement.	<p>Pertains to rules regarding “election district boundaries”</p> <p>"This bill would provide that the perfecting of an appeal does not stay enforcement of an order in the trial court, in the absence of an order of the trial court providing otherwise, if the trial court finds that either (1) a party’s at-large method of election violates, or is likely to violate, the California Voting Rights Act of 2001, or (2) a party’s election district boundaries violate, or are likely to violate, the FAIR MAPS Act of 2023. "</p>	Elections - Precinct Maps	No fiscal impact. No direct impact.
AB-1249	Early voting: satellite locations.	<p>This bill would permit a voter using a vote by mail ballot, beginning 29 days before the day of an election, to vote the ballot at the office of the elections official or a satellite location. This is already in place in Inyo.</p> <p>For a statewide election, if the county is not a VCA, the bill would require the county to provide at least one early voting location on the Saturday before the day of the election that is open for at least 8 hours. Inyo County already has this as we are working in our office on Saturday before Election Day.</p> <p>The bill would repeal the above requirement that the voter use a voter identification envelope when voting their vote by mail ballot at the satellite location.</p>	Elections - Early Voting Mandate	Fiscal Impact: increase election expenses by an estimated \$3,000-\$5,000 per election
AB-1392	Elections: voter registration information: elected officials and candidates.	<p>Confidentiality for Officials/Candidates. Adds EC 2166.9 which creates a new mandate to protect the privacy of elected officials and candidates.</p> <p>1. Mandatory Confidentiality: Exempts the residence address, telephone number, and email address of a federal, state, or local elected official or candidate from public disclosure on voter rolls. Opt-out option is available to Officials and Candidates that do not wish to become a Confidential Registered Voter.</p> <p>2. Process: Requires the SOS to provide a list of federal/state officials, and the county elections official must add local officials/candidates.</p> <p>3. Deadline: Requires the county elections official to make this information confidential on the voter registration record within five business days of receiving the list.</p> <p>4. Liability Protection: Provides that the county is not liable for taking or failing to take action due to erroneous information from the SOS.</p>	Elections - Registration	Fiscal Impact estimated between \$10,000 - \$17,000 per election, depending on number of candidates filing for office.

AB-1411	Voter education and outreach plans.	Voter Outreach Plan for Non-VCA Counties. 1. New Plan Requirement: Repeals the old statewide voter registration program requirements and instead requires counties that do not conduct all-mailed ballot elections (non-VCA counties) to design and implement a Voter Education and Outreach Plan. 2. SOS Template: Requires the SOS to provide a template for this plan. 3. Submission: Requires non-VCA county elections officials to submit any amendments to their plan to the SOS by October 1 of each odd-numbered year.	Elections - Registration	Fiscal Impact estimated between \$2,000-\$7,000 one-time expense in time and materials to confirm compliance.
AB-1512	Elections: ballot language.	This bill would revise ballot language provisions to require the words "Yes" and "No" to be printed on separate lines of the ballot, with voting targets, to the right of or below the description of the proposal to be voted on, without additional words, such as "Bonds-Yes" "Bonds-No"	Elections - Ballot	No fiscal impact. Non-substantial change to current process.
AB-1513	Recall elections: superior courts.	Existing law provides procedures for the recall of enumerated elective officers, including, among others, trial court judges. This bill would replace references to "trial courts" in these provisions to "superior courts"	Elections - Recall	No fiscal impact. No direct impact.
SB-3	Elections: signature verification and results.	<p>Existing law requires elections officials to commence the canvass for an election no later than the Thursday following the election, to make the canvass open to the public, and, for state or statewide elections, to report the results to the Secretary of State. The canvass must be continued daily, Saturdays, Sundays, and holidays excepted, for not less than six hours each day until completed.</p> <p>This bill will require the number of outstanding ballots to be processed shall be posted in plain text on either the homepage of an election official's internet website or on the stand-alone webpage for the specific election on an elections official's internet website . Posting a hyperlink to a separate file containing this information does not satisfy the requirements of this subdivision.</p>	Elections - Canvass	No fiscal impact. This is already part of our current process.
SB-398	Election crimes: payment based on voting or voter registration.	This bill would make it a crime, punishable by imprisonment for up to 3 years, a fine of up to \$10,000, or both, for a person to knowingly or willfully pay or offer to pay money or other valuable consideration to another person with the intent to induce the person to vote or to register to vote, or where the payment is contingent upon whether the person voted or the person's voter registration status.	Elections - Registration	No fiscal impact. No direct impact.
SB-482	Roster of public officials.	This bill would require, <u>no more than 90 days</u> after each general election, the governing body of each city, county, or city and county, or their delegated local entity, to submit to the Secretary of State an updated list of local elected or appointed officials for publication in the above-specified roster, as prescribed.	Elections - Canvass	No fiscal impact. Non-substantial change to current process.
SB-621	Voter registration: military and overseas voters.	An act to repeal EC 3108 as obsolete due to the inclusion of military and overseas voters in the general conditional voter registration process.	Elections - Registration	No fiscal impact. No direct impact.
SB-851	Elections.	This bill would require all state and local agencies who are served or files with a court action related to elections that contains a claim arising under federal law, the state or local agency or political subdivision shall provide written notice to the Secretary of State and the Attorney General. Notice shall include the case number, case name, and venue. The bill adds additional requirements for continued communications between the state or local agency and the SOS regarding related court actions.	Elections - Contests	No fiscal impact. Non-substantial change to current process.
SCR-48	High School Voter Education Weeks.	High School Voter Education Weeks. This measure encourages all Californians to participate in the High School Voter Education Weeks of April 14 to 25, 2025, and September 15 to 26, 2025.	Elections - Outreach	Fiscal Impact: Minimal for supplies and time to provide outreach to schools.

AB-359	Fair Political Practices Commission.	Political Reform Act of 1974 permits the FPPC, upon a written agreement, to assume primary responsibility for the administration, implementation, and enforcement of a local campaign finance or government ethics laws. The act authorizes the commission with respect to the local campaign finance or government ethics law to, among other things, provide advice, investigate possible violations, and bring civil actions. This bill would additionally authorize the commission to conduct audits with respect to the local campaign finance or government ethics law.	Elections - FPPC	No fiscal impact. No direct impact.
AB-808	Amended Assembly : Campaign statements and other reports: submission by facsimile	FPPC filing requirement Changes: This is a very large bill with many changes. Some, but not all, are as follows: > Amends GC codes relating to the Political Reform Act of 1974 (FPPC) eliminate the option to file various statements and reports by facsimile transmission with the originals sent in following the fax, and would authorize certain reports to be filed by email. > Redefines "Campaign Statement" as "Campaign Report" > Redefines "Statement of Organization" as "Committee Registration" > Sets many other changes related to requirements of SOS. > Repeals GC 84206, removing requirements for candidates or officeholders who receives less than \$2k. and is replaced with new language added to GC 85200 requiring: "Before becoming a candidate for a specific office, an individual shall file a statement of intention to be a candidate (Form 501), signed under penalty of perjury" with additional reporting if contributions or expenditures exceed \$2k		Fiscal Impact: Minimal for supplies and time to administer changes.
AB-953	Political Reform Act of 1974.	The Political Reform Act of 1974 provides for the comprehensive regulation of political campaigns, lobbying, and other matters relating to governmental ethics and elections. This bill would expand the prohibitions to apply to foreign nationals.		No fiscal impact. No direct impact.
AB-1286	Political Reform Act of 1974: Fair Political Practices Commission.	The Political Reform Act of 1974 requires specified public officials to file statements disclosing their investments and interests in real property on the date they assume office, and income received during the 12 months before assuming office, and to file subsequent statements at intervals specified by regulations of the Fair Political Practices Commission and upon leaving office. This bill would add a requirement to disclose arrangements for prospective employment		No fiscal impact. No direct impact.
AB-1511	Political Reform Act of 1974: refunding and transferring contributions: voter information guide.	This bill revises the reference to "ballot pamphlet" or "sample ballot" to instead refer to "voter information guide". In addition, this bill provides that a candidate is not required to refund the general election or special general election contributions and may transfer such contribution funds if the candidate's name has not been listed on the ballot at a primary election or special primary election, and the candidate has not qualified to have write-in votes cast on their behalf, as specified.		No fiscal impact. Non-substantial change to current process.
SB-42	Political Reform Act of 1974: public campaign financing: California Fair Elections Act of 2026.	Sets rules and regulations regarding the acceptance of public funds, or prohibitions thereof. Sets additional standards and reporting requirements.		No fiscal impact. No direct impact.
SB-852	Political Reform Act of 1974: amendments.	Adds - A public official who manages public investments. - to the list of required filers <u>that the Commission shall be the filing officer</u> for statements of economic interests filed		No fiscal impact. No direct impact.



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DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-887

Letter of Support for Senate Bill 694, the Veteran Benefits Protection Act

Board of Supervisors

ACTION REQUIRED

ITEM SUBMITTED BY

Board of Supervisors

ITEM PRESENTED BY

Trina Orrill, District 1 Supervisor

RECOMMENDED ACTION:

Approve a letter of support for Senate Bill 694, the Veteran Benefits Protection Act and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

California's Senate Bill 694 (SB 694), also called the Veteran Benefits Protection Act, is legislation aimed at stopping "claim sharks" and predatory companies from charging veterans high fees for VA benefits assistance, prohibiting non-accredited individuals from charging for claims help, and preventing misuse of veteran data. Sponsored by Sen. Bob Archuleta, the bill seeks to strengthen consumer protection, align with federal laws, and empower the Attorney General to prosecute fraudsters.

This item is brought forward upon the recommendation of Supervisor Orrill.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may direct changes to the letter or decline to approve it; however its sentiments do align with this section of the Legislative Platform:

Veterans' Services

1. Support legislation and efforts that ensure access to the services and benefits to which veterans are entitled, including housing, healthcare, employment, education and training, and community reintegration assistance.
- 3 Support the development of specific strategies for intervention and service delivery to veterans through cooperation between federal, state, and local governments, as well as community and private organizations serving veterans

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Israel	Created/Initiated - 12/22/2025
Darcy Israel	Approved - 12/22/2025
Amy Shepherd	Approved - 12/22/2025
John Vallejo	Approved - 12/26/2025
Denelle Carrington	Final Approval - 12/29/2025

ATTACHMENTS:

1. Support for SB 694



INYO COUNTY BOARD OF SUPERVISORS

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DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



January 6, 2026

The Honorable Marie Alvarado-Gil
California State Senate
State Capitol, Room 5061
Sacramento, CA 95814

RE: Support for SB 694 (Archuleta) – Veterans' Claims Protection

Dear Senator Alvarado-Gil,

On behalf of the Inyo County Board of Supervisors, we write to express our strong support for SB 694, authored by Senator Bob Archuleta. This bill provides critical protections for California veterans by addressing the growing problem of unaccredited and unscrupulous companies that charge excessive fees or provide misleading services related to veterans' benefits claims.

SB 694 strengthens oversight and enforcement mechanisms to ensure that only accredited, qualified representatives assist veterans with navigating the complex federal benefits system. By prohibiting predatory practices and establishing clear standards for those offering claims assistance, the bill helps safeguard veterans from financial exploitation and misinformation at moments when they are seeking legitimate support.

Specifically, SB 694 would:

- Prohibit unaccredited individuals and companies from charging veterans for assistance with filing or preparing federal benefits claims
- Establish penalties for entities that misrepresent their qualifications or engage in deceptive practices
- Ensure veterans receive guidance from trained, accredited professionals who are authorized to provide claims assistance
- Promote transparency and accountability in the marketplace of services targeting veterans

California's veterans deserve access to trustworthy, competent support when pursuing the benefits they have earned through their service. SB 694 is a meaningful step toward ensuring that those who have served our nation are protected from predatory actors who seek to profit from their needs.

For these reasons, the Inyo County Board of Supervisors is pleased to offer its full support of SB 694 and respectfully requests your support as the bill moves forward.

Thank you for your continued commitment to California's veterans.

Sincerely,

Chairperson Trina Orrill
Inyo County Board of Supervisors



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DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-883

Discussion on Setting Forth Inyo County's Advocacy Policy Regarding Federal Reimbursement Rates for Disaster Response

Board of Supervisors

NO ACTION REQUIRED

ITEM SUBMITTED BY

Board of Supervisors

ITEM PRESENTED BY

Jennifer Roeser, Supervisor

RECOMMENDED ACTION:

Discuss a draft letter or amendments to the Legislative Platform with the proposed policy opposing reductions in reimbursement rates from the Federal Emergency Management Agency, supporting reimbursement levels that reflect the true costs of equipment ownership, operation, and maintenance, and provide direction to staff to finalize the policy.

BACKGROUND / SUMMARY / JUSTIFICATION:

As your Board is aware, the Federal Emergency Management Agency (FEMA) has reduced its Schedule of Equipment Rates (SER), meaning lower reimbursements for agencies supplying equipment during disasters.

FEMA's SER establishes standardized reimbursement rates for equipment used by state, local, Tribal, and territorial governments during federally declared disasters. Recent reductions in these rates have created financial strain on jurisdictions, particularly those with limited budgets, by shifting costs away from the federal government and onto local communities. Volunteer fire departments providing mutual aid are especially vulnerable to FEMA's SER reductions because they rely heavily on limited budgets, donated labor, and aging equipment. Lower reimbursements increase financial strain, reduce readiness, and may discourage participation in mutual aid agreements.

Local fire departments are now receiving 23 percent to 46 percent less in reimbursements.

Confirming the Board's policy position on this matter, whether through a letter or amendments to the Legislative Platform, will help the County in its advocacy efforts regarding this matter.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Provide direction to staff regarding development of an advocacy letter, policy statement, or amendments to the Legislative Platform. Developing a position in some form will aid in the Board's advocacy on the subject.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Darcy Israel	Created/Initiated - 12/22/2025
Darcy Israel	Approved - 12/22/2025
Amy Shepherd	Approved - 12/22/2025
John Vallejo	Approved - 12/29/2025
Denelle Carrington	Final Approval - 12/29/2025

ATTACHMENTS:

1. FEMA Schedule of Equipment Rates - 2023
2. FEMA Schedule of Equipment Rates - 2025
3. November 2025 Rate Letter
4. Draft Policy Statement

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
	Cost Code	Equipment	Specifications/Manufacturer	Capacity or Size	HP	Notes	Unit	2023 Rates
1	8010	Air Compressor	Miscellaneous Tank Mounted Air Compressors 80/25	41 CFM	to 10	Hoses included	hour	\$1.28
2	8011	Air Compressor	Multiquip DIS100SSK4F	103 CFM	to 30	Hoses included	hour	\$20.32
3	8012	Air Compressor	Sullivan-Palatek D130Q6IZ	130 CFM	to 50	Hoses included	hour	\$28.56
4	8013	Air Compressor	Grimmer-Schmidt 175	175 CFM	to 90	Hoses included	hour	\$31.69
5	8014	Air Compressor	Sullivan-Palatek D375QH6CA	400 CFM	to 145	Hoses included	hour	\$68.71
6	8015	Air Compressor	Grimmer-Schmidt 800	575 CFM	to 230	Hoses included	hour	\$108.12
7	8016	Air Compressor	Ingersoll Rand XP1200WCU	1100 CFM	to 355	Hoses included	hour	\$172.25
8	8017	Air Compressor	Sullair 1600DTQCA	1600 CFM	to 500	Hoses included	hour	\$182.81
9	8040	Ambulance		GVW 8600 Pounds	to 298		hour	\$39.28
10	8041	Ambulance		GVW 11000 Pounds	to 414		hour	\$48.32
11	8050	Board, Arrow	Miscellaneous Trailer mounted Arrow Boards		to 8	Trailer Mounted	hour	\$5.71
12	8051	Board, Message	Miscellaneous CMSBBI		to 5	Trailer Mounted	hour	\$11.62
13	8060	Auger, Portable	Miscellaneous One Man Wheel Mount	16 In	to 6		hour	\$2.07
14	8061	Auger, Portable	Miscellaneous Portable Earth Auger	18 In	to 13		hour	\$5.09
15	8062	Auger, Tractor Mntd	Miscellaneous TLB Auger Mount	36 In	to 13	Includes digger, boom & mounting hardware	hour	\$2.77
16	8063	Auger, Truck Mntd	Miscellaneous DH-Avg	24 In	to 100	8'x8'x10' Drophammer	hour	\$48.94
17	8064	Hydraulic Post Driver	Miscellaneous VIB-Avg	24 In	to 100	Hyd. Impact Hammer	hour	\$53.28
18	8065	Auger	Horizontal Directional Boring Machine	250 X 100	to 300	DD-140B YR-2003	hour	\$235.66
20	8067	Auger, Directional Boring Machine	Miscellaneous 7K - Horizontal Drilling Machines	7,000 lbs	to 25	Maximum Thrust 7K Lbs	hour	\$80.23
21	8067-1	Directional Boring Machine	Vermeer D24X40A (disc. 2001)	Spindle Torque 4000 ft/lb	to 125		hour	\$196.01
22	8068	Bush Hog	New Holland 272GMS	72-IN cutting width	0		hour	\$14.58
23	8068-1	Bush Hog	Vermeer MC3700	12-FT cutting width	0		hour	\$8.56
24	8068-2	Bush Hog	Bush Hog 2820 Average Retail Rental Rates	85-IN cutting width	0		hour	\$47.50
25	8070	Automobile	2018 Ford Fusion S Sedan MSRP		to 130		hour	\$0.68
26	8071	Automobile	2007 Ford F150 XL Reg Cab 4x2		to 130		hour	\$25.80
28	8073	Automobile, Police	2018 Ford Police Interceptor sedan MSRP, Ford Government Sales		to 250		hour	\$19.89
29	8074	Automobile, Police	Ford Explorer		to 210		hour	\$22.91
30	8075	Motorcycle, Police	Honda ST1300PA Police Motorcycle MSRP		0		hour	\$0.63
31	8076	Automobile - Chevy Trailblazer	Avalanche 4x4 Gas (Disc. 2009)		to 282		mile	\$42.27
32	8077	Automobile - Ford Expedition	On-Highway Light Duty Trucks - 4X4 1 1/2 310 CONV DIESEL		to 310	Fire Command Center	hour	\$30.20
33	8078	MRAP Armored Rescue Vehicle	Military Surplus Vehicle		375-450		hour	\$64.18
34	8079	MRAP C-MTV	gvwr 55000 Lbs		to 350		hour	\$59.91
35	8080	All Terrain Vehicle	Polaris Youth Sportsman 110 EFI		6.5-7.5		hour	\$10.37
36	8081	All Terrain Vehicle	Polaris Youth Phoenix 200		7.6-8.6		hour	\$11.14
37	8082	All Terrain Vehicle	Ranger 150 EFI		9.0-10.0		hour	\$14.84
38	8083	All Terrain Vehicle	RZR 200 EFI		12-14.0		hour	\$12.01
39	8084	All Terrain Vehicle	Factored from 8080 (\$\$/cc)		15-17		hour	\$6.24
40	8085	All Terrain Vehicle	Vitacci Terminator 300cc		18-20		hour	\$7.54
41	8086	All Terrain Vehicle	Gasoline		26-28	Rate interpolated	hour	\$12.52
42	8087	All Terrain Vehicle	Gasoline		26-28	Rate interpolated	hour	\$13.46
43	8088	All Terrain Vehicle	Gasoline		38-40	Rate interpolated	hour	\$17.20
44	8089	All Terrain Vehicle			44-46	Rate interpolated	hour	\$19.07
45	8090	All Terrain Vehicle	Polaris Ranger XP900		to 100		hour	\$21.87
46	8091	All Terrain Vehicle			0	Rate interpolated	hour	\$23.74
47	8110	Barge, Deck	Miscellaneous Deck Cargo Barges		0		hour	\$50.80
48	8111	Barge, Deck	Miscellaneous 300 - Deck Cargo Barges	50'x35'x9'	N/A	Push by Tug-Boat	hour	\$53.15
49	8112	Barge, Deck	Miscellaneous Deck 1100 - Deck Cargo Barges	120'x45'x10-FT	N/A	Push by Tug-Boat	hour	\$93.74
50	8113	Barge, Deck	Miscellaneous 1250 - Deck Cargo Barges	140'x45'x10-FT	N/A	Push by Tug-Boat	hour	\$103.75

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
	Cost Code	Equipment	Specifications/Manufacturer	Capacity or Size	HP	Notes	Unit	2023 Rates
51	8120	Boat, Tow	Miscellaneous 55 - Tow Boats	50' - 64'	to 870	Steel	hour	\$411.90
52	8121	Boat, Tow	Miscellaneous 60 21 - Tow Boats	50' - 64'	to 1050	Steel	hour	\$481.57
53	8122	Boat, Tow	Miscellaneous 70 30 - Tow Boats	65' - 99'	to 1350	Steel	hour	\$712.28
54	8123	Boat, Tow	Miscellaneous 120 - Tow Boats	100' - 124"	to 2000	Steel	hour	\$1,330.55
55	8124	Airboat	815 AGIS Airboat w/spray unit		to 556		hour	\$32.18
56	8125	Airboat	815 AGIS Airboat w/spray unit		to 450		hour	\$32.53
57	8126	Swamp Buggy	ARGO Conquest 800 Outfitter		to 36		hour	\$35.99
58	8129	Compactor, 2-ton pavement roller	Bid-well 2450	to 76'	to 40		hour	\$30.10
59	8130	Boat, Row	Miscellaneous Rowboat		N/A	Heavy duty	hour	\$1.20
60	8131	Boat, Runabout	Marine Equipment Runabouts - 13		to 60		hour	\$20.51
61	8132	Boat, Tender	Marine Equipment Tenders - 12	to 16'	to 100	Inboard with 360 degree drive	hour	\$39.16
62	8133	Boat, Push	Miscellaneous 400 - Push Boats	to 49'	to 435	Flat hull	hour	\$254.40
63	8134	Boat, Push	Miscellaneous 525 - Push Boats	50' - 74'	to 525	Flat hull	hour	\$311.94
64	8135	Boat, Push	Miscellaneous 705 - Push Boats	50' - 74'	to 705	Flat hull	hour	\$400.41
65	8136	Boat, Push	Miscellaneous 870 - Push Boats	50' - 74'	to 870	Flat hull	hour	\$460.26
66	8137	Boat, Debris Removal Skiff	Debris Removal Skiff	Length 48'	to 200	New 2023 rate	hour	\$154.85
67	8138	Boat, Jet	Boat, Jet (Woolridge Xtra Plus Inboard)	Length 20' 4"	to 100	Shallow Draft	hour	\$30.93
68	8140	Boat, Tug	Miscellaneous 100 - Inland Tug Boats	Length 16'	to 100	Shallow Draft	hour	\$54.53
69	8141	Boat, Tug	Miscellaneous 175 - Inland Tug Boats	Length 18'	to 175	With Steering Nozzle	hour	\$88.35
70	8142	Boat, Tug	Miscellaneous 250 - Inland Tug Boats	Length 26'	to 250	With Steering Nozzle	hour	\$118.32
71	8143	Boat, Tug	Miscellaneous 380 - Inland Tug Boats	Length 40'	to 380	Standard Rudder	hour	\$238.82
72	8144	Boat, Tug	Miscellaneous 700 - Inland Tug Boats	Length 51'	to 700	Twin Screw	hour	\$372.31
73	8145	Jet Ski	2002 Seadoo GTX	Gasoline	to 155		hour	\$34.32
74	8146	Jet Ski	2018 Seadoo GTX	Gasoline	to 200		hour	\$10.66
75	8147	Boat, Inflatable Rescue Raft	Zodiac C310 Solid 10'2"		0	No outboard engine. Max for the C310 is 10-HP.	hour	\$1.40
76	8148	Boat, Runabout	Marine Equipment Runabouts - 13	Gasoline	to 50		hour	\$20.51
77	8149	Boat, removable engine	2000 Johnson Outboard Motor	Gasoline	to 220		hour	\$1.96
78	8150	Self Propelled Pavement Brooms	Lay-Mor 6HC/8HC		to 37		hour	\$69.04
79	8151	Self Propelled Pavement Brooms	Broce RC-350 (disc. 2011)	96"	to 76		hour	\$95.85
80	8153	Broom, Pavement, Mounted	Miscellaneous TRAC MOUNT PTO DRIVE - For Mounting Pavement Brooms	72"		Power Takeoff	hour	\$4.59
81	8154	Broom, Pavement, Pull	Miscellaneous TRACTION PT - Pull Type Pavement Brooms	84"		Pull Type	hour	\$35.45
82	8154-1	Skid Steer for Broom	Bobcat 453 (disc. 2001)		to 15.7	for propelling mounted broom	hour	\$27.47
83	8155	Self Propelled Pavement Brooms	Terramite TSS46	6 or 8-FT broom heads	to 33		hour	\$63.05
84	8157	Sweeper, Pavement	Elgin - Pelican SE	66" & 36" broom widths, 3.6-CY hopper	to 100		hour	\$184.20
85	8158	Sweeper, Pavement	Five Star - Broom Bear	Max 120" sweep width, 4.5-CY hopper	to 230	Freightliner FL70 engine	hour	\$215.77
86	8180	Bus			to 185		hour	\$41.46
87	8181	Bus			to 100		hour	\$31.99
88	8182	Bus			to 230		hour	\$49.13
89	8183	Blower			to 27		hour	\$19.08
90	8183-1	Mosquito Sprayer	Adapco - Guardian 95 ES	to 186 CFM	to 9.5	Trailer Mounted	hour	\$23.33
91	8184	Back-pack Blower			to 4.4		hour	\$1.90
92	8185	Walkbehind Blower			to 13		hour	\$8.46
93	8187	Chainsaw	Bar Length = 20"	3.0 cu in	to 3	Heavy Duty	hour	\$1.96
94	8188	Chainsaw	Bar Length = 20"	5.0 cu in	to 6	Heavy Duty	hour	\$3.16
95	8189	Chainsaw	Bar Length = 20"	6.0 cu in	to 7	Heavy Duty	hour	\$3.57
96	8190	Chainsaw	Bar Length = 16"	2.5 cu in	to 2	Light Duty	hour	\$2.02
97	8191	Chainsaw	Bar Length = 25"	7.0 cu in	to 9	Heavy Duty	hour	\$4.79
98	8192	Chainsaw, Pole	Bar Length = 18"		N/A	Hydraulic	hour	\$2.76
99	8193	Skidder, Log	Deere 748E (disc. 1995)	11.52 ft2	to 165		hour	\$116.10
100	8194	Skidder, Log	Deere 648G II (disc. 2000)	10.45 ft2	to 153		hour	\$120.55
101	8195	Cutter, Brush	Kershaw 800 (disc. 1998)	7 ft 8 in	to 185	Cutting Width	hour	\$139.24
102	8196	Cutter, Brush	Kershaw 10-8 (disc. 1993)	7 ft 8 in	to 210	Cutting Width	hour	\$158.04
103	8197	Cutter, Brush	Kershaw 1200 (disc. 2010)	9 ft 9 in	to 245	Cutting Width. Will process up to 8" diameter material	hour	\$193.89
104	8198	Buncher, Cutter	Caterpillar 511 Feller Buncher	26.6 ft reach	to 247		hour	\$229.05

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	Cost Code	Equipment	Specifications/Manufacturer	Capacity or Size	HP	Notes	Unit	2023 Rates
105	8199	Log Trailer	Log Trailer (Fixed Gooseneck Trailer Level 3 40)	40 tons	N/A	Deck Length 13 - 47 ft	hour	\$15.77
106	8200	Chipper, Brush	Woodchuck WC-9HD (disc. 2000)		to 37		hour	\$42.15
107	8201	Chipper, Brush	Bandit 65 (disc. 2002)	6 In	to 33		hour	\$55.16
108	8202	Chipper, Brush	Vermeer 1600A (disc. 2002)	8 In	to 100	Trailer Mounted	hour	\$68.02
109	8203	Chipper, Brush	Mitts & Merrill K12F6 (disc. 2006)	8 In	to 125	Trailer Mounted	hour	\$72.28
110	8204	Chipper, Brush	Morbark Eger Beaver 1922	19 In	to 174		hour	\$137.84
111	8208	Loader - Tractor - Knuckleboom	2022 Barko 595ML Crawler Mounted Log Loader	7,770 lbs (32' radius) to 38,180 lbs 12' radius	to 165		hour	\$197.06
112	8209	Loader - Wheel	Deere 644L Hybrid	4.3 cu yd	to 231		hour	\$94.20
113	8210	Clamshell & Dragline, Crawler	Northwest 50-D/5065	149,999 lbs	to 238	Bucket not included in rate	hour	\$129.08
114	8211	Clamshell & Dragline, Crawler	Northwest 180-D (76 ton)	250,000 lbs	to 520	Bucket not included in rate	hour	\$189.13
115	8212	Clamshell, Truck mounted	American 5530	to 150,000 lbs	Carrier HP: 238 Crane HP: 128		hour	\$121.14
116	8218	BOMAG Compactor	BW100AD-3		to 33	Tandem Vibratory Compactor	hour	\$73.82
117	8219	Compactor -2-Ton Pavement Roller	Single Drum Vibratory Compactor		to 28		hour	\$64.05
118	8220	Compactor, Hand Held	Miscellaneous Hand Held Vibratory Compactor		to 10		hour	\$43.36
119	8221	Compactor, towed, vibratory drum	Essick VR-54TEDD (disc. 1991)	Smooth Drum Width 54"	to 45	Plus towing vehicle	hour	\$30.51
120	8222	Compactor, vibratory drum	2013 BOMAG BW-120AD-4 (disc. 2013)	Drum Width 47.2"	to 34		hour	\$64.73
121	8223	Compactor, pneumatic, wheel	BOMAG BW11-RH	68" width	to 85		hour	\$122.99
122	8224	Vibratory Compactor	CATERPILLAR CP-563D (disc. 2003)	Drum Width 51"	to 145	Single Drum	hour	\$155.03
123	8225	Compactor, Sanitation	CMI Terex 3-35C (disc. 2009)		to 200		hour	\$227.07
124	8226	Compactor, Sanitation	Terex TC400		to 390		hour	\$281.94
125	8227	Compactor, Sanitation	836 (disc. 2001)		to 450		hour	\$463.02
126	8228	Compactor, towed, pneumatic, wheel	Hercules PT-11	13 tons	N/A	11-Wheels (Towed)	hour	\$16.07
127	8229	Compactor, Towed Steel Drum Static Compactor	Hercules GTD 54120		N/A		hour	\$25.54
128	8240	Feeder, Grizzly	Misc Vibratory Grizzly Feeder, 35" x 14', single deck		to 30		hour	\$22.98
129	8241	Feeder, Grizzly	Misc Vibratory Grizzly Feeder, 52" x 20', single deck		to 40		hour	\$29.63
130	8242	Feeder, Grizzly	Misc Vibratory Grizzly Feeder, 62" x 30', double deck		to 75		hour	\$61.22
131	8250	Dozer, crawler	Komatsu D37E-2 (disc. 1993)		to 75		hour	\$114.27
132	8251	Dozer, crawler	Case 850K LGP (disc. 2004)	2.6 cu yd	to 96		hour	\$103.66
133	8252	Dozer, crawler	Caterpillar D6E (disc. 1996)		to 155		hour	\$125.64
134	8253	Dozer, crawler	Komatsu D87E-2 (disc. 2004)	9.2 cu yd	to 230		hour	\$199.60
135	8254	Dozer, crawler	Caterpillar D8R SERIES II (disc. 2013)	11.4 cu yd	to 307		hour	\$311.49
136	8255	Dozer, crawler	Caterpillar D10T (disc. 2014)	24.2 cu yd	to 574	Semi-U Blade	hour	\$364.36
137	8256	Dozer, crawler	Caterpillar D11R (disc. 2007)	45.0 cu yd	to 850		hour	\$504.68
138	8260	Dozer, wheel	Caterpillar 814F (disc. 2006)	3.49 cu yd	to 240		hour	\$116.72
139	8261	Dozer, wheel	Caterpillar 824G II (disc. 2006)	6.11 cu yd	to 339		hour	\$178.87
140	8262	Dozer, wheel	Caterpillar 834G (disc. 2006)	10.33 cu yd	to 477		hour	\$228.40
141	8263	Dozer, wheel	Caterpillar 844G (disc. 2009)		to 625	Semi-U Blade	hour	\$390.77
142	8269	Box Scraper	84" Rome Model 5C Pull Scraper	4.1 cu yd	N/A	Add 60 HP tractor for pulling	hour	\$19.78
143	8270	Bucket, Clamshell	Miscellaneous 1LW	1.0 CY	N/A	Includes teeth. Does not include Clamshell & Dragline	hour	\$3.85
144	8271	Bucket, Clamshell	Miscellaneous 2-1/2LW	2.5 CY	N/A	Includes teeth. Does not include Clamshell & Dragline	hour	\$6.91
145	8272	Bucket, Clamshell	Miscellaneous 5LW	5.0 CY	N/A	Includes teeth. Does not include Clamshell & Dragline	hour	\$10.42
146	8273	Bucket, Clamshell	Miscellaneous 7-1/2S	7.5 CY	N/A	Does not include Clamshell & Dragline	hour	\$17.58
147	8275	Bucket, Dragline	Miscellaneous 2L	2.0 CY	N/A	Does not include Clamshell & Dragline	hour	\$3.37
148	8276	Bucket, Dragline	Miscellaneous 5L	5 CY	N/A	Does not include Clamshell & Dragline	hour	\$8.33

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149	8277	Bucket, Dragline	Miscellaneous 10L	10 CY	N/A	Does not include Clamshell & Dragline	hour	\$11.38
150	8278	Bucket, Dragline	Miscellaneous 14M	14 CY	N/A	Does not include Clamshell & Dragline	hour	\$16.07
151	8280	Excavator, Hydraulic	Bobcat 331E (disc. 2006)	0.06 CY	to 40	Crawler, includes bucket	hour	\$48.97
152	8281	Excavator, Hydraulic	Komatsu PC120-6 (disc. 2008)	0.61 CY	to 89	Crawler, includes bucket	hour	\$96.16
153	8282	Excavator, Hydraulic	Hyundai R210LC-7A (disc. 2010)	1.2 CY	to 143	Crawler, includes bucket	hour	\$100.52
154	8283	Excavator, Hydraulic	Komatsu PC300 LC-7 (disc. 2007)	2.56 CY	to 246	Crawler, includes bucket	hour	\$162.85
155	8284	Excavator, Hydraulic	Deere 650D LC (disc. 2010)	4.04 CY	to 463	Crawler, includes bucket	hour	\$290.23
156	8285	Excavator, Hydraulic	Caterpillar 6015	7.8 CY	to 665	Crawler, includes bucket	hour	\$580.96
157	8286	Excavator, Hydraulic	Miscellaneous 150.1-200 MTONS	12.6 CY	to 870	Crawler, includes bucket	hour	\$848.28
158	8287	Excavator, Truck Mounted	2008 Gradall XL 3100 III (disc. 2011)	0.57 CY	to 184	Truck Mounted	hour	\$214.08
159	8288	Excavator, Truck Mounted	2003 Gradall XL 4100 III (Disc. 2011)	0.62 CY	to 238	Truck Mounted	hour	\$253.26
160	8289	Excavator, Truck Mounted	2006 Gradall XL 5100 (disc. 2006)	1.25 CY	to 230	Truck Mounted	hour	\$284.80
161	8290	Trowel, Concrete	Walk-Behind Concrete Floor Trowel	48 IN	to 12		hour	\$5.77
162	8300	Forklift	Toyota 42-6FGU25 (disc. 2000)	5,000 Lbs	to 59		hour	\$21.31
163	8301	Forklift	Mitsubishi FD55N	12,000 Lbs	to 77		hour	\$26.47
164	8302	Forklift	Komatsu FD80T-8 (disc. 2005)	18,000 Lbs	to 130		hour	\$47.48
165	8303	Forklift	Taylor TE-450M (disc. 1998)	45,000 lbs	to 215		hour	\$95.17
166	8306	Fork Lift material handler	Caterpillar TH360B (disc. 2007)	7,000 lbs	to 95		hour	\$91.61
167	8307	Fork Lift material handler	Caterpillar TH460B (disc. 2007)	9,000 Lbs	to 95		hour	\$121.27
168	8308	Fork Lift material handler	Caterpillar TH560B (disc. 2008)	10,000 lbs	to 118	10,000 Lbs	hour	\$132.64
169	8309	Fork Lift Accessory	Top Clamp Forks for handling logs, pipes, beams, etc. (attaches to forklifts)				hour	\$4.37
170	8310	Generator	Miscellaneous GAS 5,500 W	5.5 KW	to 5.5	Portable; No Enclosure	hour	\$4.86
171	8311	Generator	Miscellaneous DIESEL 17,000 W	17 KW	to 17	Portable; No Enclosure	hour	\$14.57
172	8312	Generator	Miscellaneous DIESEL 45 KW	47.5 kW	47.5	Portable; No Enclosure	hour	\$24.20
173	8313	Generator	Miscellaneous DIESEL 100 KW	100 KW	to 100	Portable; No Enclosure	hour	\$56.70
174	8314	Generator	Miscellaneous DIESEL 150 KW	150 KW	to 150	Portable; No Enclosure	hour	\$85.00
175	8315	Generator	Miscellaneous DIESEL 225 KW	210 KW	to 210	Portable; No Enclosure	hour	\$105.65
176	8316	Generator	Miscellaneous DIESEL 300 KW	280 KW	to 280	Open or Enclosed	hour	\$133.50
177	8317	Generator	Miscellaneous DIESEL 350 KW	350 KW	to 350	Open or Enclosed	hour	\$154.20
178	8317-400	Generator	Miscellaneous DIESEL 400 KW	400 KW	to 400	Open or Enclosed	hour	\$200.52
179	8318	Generator	Miscellaneous DIESEL 500 KW	500 KW	to 500	Open or Enclosed	hour	\$249.54
180	8319	Generator	Miscellaneous DIESEL 700 KW	700 KW	to 700	Open	hour	\$314.74
181	8320	Generator	Caterpillar XQC1200 (Enclosed)	1150 KW	to 1500	Prime Output @ 60 Hz 1260 KW	hour	\$586.29
182	8321	Generator	Generator, 2,500 KW	2500 KW	to 2500		hour	\$686.16
183	8322	Generator	Miscellaneous DIESEL 1000 KW	1000 KW	to 1000	Open	hour	\$583.21
184	8323	Generator	Miscellaneous DIESEL 1500 KW	1500 KW	to 1500	Enclosed	hour	\$892.32
185	8324	Generator	Caterpillar XQC1200 (Enclosed)	1150 KW	to 1150	Enclosed	hour	\$586.29
186	8325	Generator	Miscellaneous DIESEL 40 KW	40 KW	to 40		hour	\$28.70
187	8326	Generator	Miscellaneous DIESEL 25 KW	20 KW	to 35		hour	\$15.31
188	8327	Generator	Miscellaneous DIESEL 800 KW	800 KW	to 800	Enclosed	hour	\$363.63
189	8328	Generator	Miscellaneous DIESEL 900 KW	900 KW	to 900	Enclosed	hour	\$468.35
190	8329	Generator	Miscellaneous DIESEL 1000 KW	1000 KW	to 1000	Enclosed	hour	\$583.21
191	8330	Graders	Ingram MG690 (disc. 1999)	10 Ft	to 110	Rigid Frame equipment	hour	\$75.12
192	8331	Graders	CAT 12H (disc. 2007)	12 Ft	to 145	Articulated Frame equipment	hour	\$116.57
193	8332	Graders	CAT 160H (disc. 2007)	14 Ft	to 180	Articulated Frame equipment	hour	\$164.35
194	8334	Graders	CAT 140	168 x 24 x 0.9 ft	to 250	Articulated Frame equipment	hour	\$167.74
195	8350	Hose, Discharge	Miscellaneous DH-3/25	3 In Discharge Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.15
196	8351	Hose, Discharge	Miscellaneous DH-4/25	4 In Discharge Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.23
197	8352	Hose, Discharge	Miscellaneous DH-6/25	6 In Discharge Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.60
198	8353	Hose, Discharge	Discharge Hose, 8-IN	8 In Discharge Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.66
199	8354	Hose, Discharge	Discharge Hose, 12-IN	12 In Discharge Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.97
200	8355	Hose, Discharge	Discharge Hose, 16-IN	16 In Discharge Diameter	N/A	Per 25 foot length Includes couplings	hour	\$1.80
201	8356	Hose, Suction	Suction Hose - SH-3/25	3 In Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.28
202	8357	Hose, Suction	Miscellaneous SH-4/25	4 In Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.32
203	8358	Hose, Suction	Miscellaneous SH-6/25	6 In Diameter	N/A	Per 25 foot length Includes couplings	hour	\$1.11
204	8359	Hose, Suction	Suction Hose, 8-IN	8 In Diameter	N/A	Per 25 foot length Includes couplings	hour	\$1.18

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205	8360	Hose, Suction	Suction Hose, 12-IN	12 In Diameter	N/A	Per 25 foot length Includes couplings	hour	\$1.82
206	8361	Hose, Suction	Suction Hose, 16-IN	16 In Diameter	N/A	Per 25 foot length Includes couplings	hour	\$3.48
207	8380	Loader, Crawler	ASV PT-30 (disc. 2010)	1600 lb Tipping Load	to 33.7	Compact Track Loader	hour	\$43.49
208	8381	Loader, Crawler	Bobcat T190 (disc. 2013)	14.0 CF	to 66	Compact Track Loader	hour	\$62.21
209	8382	Loader, Crawler	Deere 605C (disc. 2020)	1.7 cu yd	to 99	Standard Crawler Loader, includes bucket	hour	\$69.08
210	8383	Loader, Crawler	Caterpillar 963C (disc. 2007)	3.2 cu yd	to 158	Standard Crawler Loader, includes bucket	hour	\$170.79
211	8384	Loader, Crawler	Caterpillar 973C (disc. 2010)	4.19 cu yd	to 239	Standard Crawler Loader, includes bucket	hour	\$208.16
212	8390	Loader, Wheel	Gehl 280 (disc. 2009)	0.7 cu yd	to 39	Non-Articulated Wheel Loader	hour	\$37.31
213	8391	Loader, Wheel	Gehl AWS36 (disc. 2012)	1.0 cu yd	to 60	Non-Articulated Wheel Loader	hour	\$59.65
214	8392	Loader, Wheel	Caterpillar 914G (disc. 2014)	1.7 cu yd	to 95	Articulated Wheel Loader	hour	\$67.54
215	8393	Loader, Wheel	New Holland W110B TC - 4WD	2.1 cu yd	to 123	Articulated Wheel Loader	hour	\$76.62
216	8394	Loader, Wheel	Deere 644K - 4WD (disc. 2019)	4.2 cu yd	to 229	Articulated Wheel Loader	hour	\$95.09
217	8395	Loader, Wheel	Case 921C - 4WD (disc. 2008)	5.0 cu yd	to 248	Articulated Wheel Loader	hour	\$109.99
218	8396	Loader, Wheel	CAT 972H (Disc. 2012) - 4WDs	6.0 cu yd	to 287	Articulated Wheel Loader	hour	\$118.50
219	8397	Loader, Wheel	Komatsu WA500-6 (disc. 2012)	7.3 cu yd	to 353	Articulated Wheel Loader	hour	\$148.26
220	8398	Loader, Wheel	Komatsu WA600-6 (disc. 2019); 4WD	8.4 cu yd	to 502	Articulated Wheel Loader	hour	\$211.41
221	8399	Tractor, Wheel	John Deere 6605 (disc. 2005)	100 IN.	to 95	Does not include mower attachment. Add \$5.24/Hour for flail Industrial towed mower	hour	\$53.37
222	8400	Tractor, Wheel	New Holland T6030 (disc. 2012)		to 115	Bucket attachment not included in rate	hour	\$71.05
223	8401	Loader, Tractor, Wheel	Case 580 SUPER L (disc. 2000)	0.87 CY	to 80	Includes backhoe	hour	\$62.62
224	8410	Mixer, Concrete Portable	CMG-4S - Portable Tilt Drum Concrete Mixer	4.0 cu ft	to 5	Side Dump	hour	\$2.78
225	8411	Mixer, Concrete Portable	CMG-12E - Portable Tilt Drum Concrete Mixer	12.0 cu ft	to 2	Electric Powered, Side Dump	hour	\$3.72
226	8412	Mixer, Concrete, Trailer Mntd	NTD-11E - Portable Trailer Mounted Concrete Mixer	11.0 cu ft	to 10	Electric Powered, Side Dump	hour	\$9.89
227	8413	Mixer, Concrete, Trailer Mntd	NTD-16G - Portable Trailer Mounted Concrete Mixer	16.0 cu ft	to 25	Gas Powered, Trailer Mounted	hour	\$20.42
228	8414	Truck, Concrete Mixer	XCMG G10NX1	13.1 cu yd	to 331.2	Self-Propelled (Diesel)	hour	\$82.58
229	8419	Breaker, Pavement Hand-held	Miscellaneous STANDARD 25-30 LBS	80 - 90 Lbs	N/A	Air powered, add compressor	hour	\$0.98
230	8420	Breaker, Pavement	Arrow Master 1350		to 80	Self-Propelled (Diesel)	hour	\$61.22
231	8421	Vibrator, Concrete	2-7/21	2.5 in head, 16 ft shaft	to 2	Electric Powered	hour	\$1.39
232	8423	Spreader, Chip	Etnyre Chip Spreader	2.8 CY	to 210		hour	\$94.46
233	8424	Spreader, Chip	Bearcat 2002	3.8 CY	to 210		hour	\$129.98
234	8425	Spreader, Chip, Mounted	8-CONVEYOR - Chip Spreaders for Tail Gate Mounting	8 Ft	to 6	Trailer & truck mounted.	hour	\$4.47
235	8430	Paver, Asphalt, Towed	Layton F-525	96-144 in screed width	to 7	Does not include towing vehicle	hour	\$13.55
236	8431	Paver, Asphalt	BOMAG BF223C Specs (disc. 2008)	98.88 cu ft	to 51	Maximum Paving Width 157.48 in	hour	\$146.53
237	8432	Paver, Asphalt	BOMAG BF815 (disc. 2010)	8.0 Tons	to 85	96-144 in screed width, 6 in depth	hour	\$225.42
238	8433	Paver, Asphalt	Caterpillar AP655F	250.0 Tons	to 175	Up to 210.0 ft/min paving speed	hour	\$331.93
239	8434	Paver, Asphalt	Cedarapids CR452 (disc. 2020)	14.0 Tons, 219.0 CF	to 220	Up to 290.0 ft/min paving speed	hour	\$337.67
240	8436	Pickup, Asphalt	Cedarapids CR-MS-4 (disc. 2020)		to 113	Does not include towing vehicle	hour	\$143.46
241	8437	Pickup, Asphalt	Cedarapids CR MS-2		to 113	Does not include towing vehicle	hour	\$204.01
242	8438	Pickup, Asphalt	Blaw Knox MC330 (disc. 2007)		to 184		hour	\$320.54
243	8439	Pickup, Asphalt	Roadtec MTV-1000C		to 275	material transfer vehicle	hour	\$505.25
244	8440	Striper, Self Propelled	SELF-PROP 40	40 Gal	to 22		hour	\$16.10
245	8441	Striper, Self Propelled	SELF-PROP 90	90 Gal	to 60		hour	\$24.54
246	8442	Striper, Self Propelled	Miscellaneous SELF-PROP 120	120 Gal	to 122		hour	\$47.99
247	8445	Striper, Truck Mounted	TRKMNT - Truck Mounted	120 Gal	to 460		hour	\$92.74
248	8446	Striper, Walk-behind	WB SINGLE LINE	12 Gal	to 5	Single Line	hour	\$2.93
249	8447	Paver Accessory - Belt Extension	Miscellaneous 30 X 60'	30" x 60'	to 20	Electric Powered	hour	\$28.84
250	8450	Plow, Snow, Mounted Grader	VP-10 - Grader Snow Removal Equipment	126 in (10.5-FT)	N/A	Add 8331 Grader	hour	\$15.31
251	8451	Plow, Snow, Mounted Grader	SW-14 - Grader Snow Removal Equipment	168 in (14-FT)	N/A	Add 8332 Grader	hour	\$17.70
252	8452	Plow, Truck Mounted	One Way Plow	13 Ft	N/A	Add 8722 truck	hour	\$14.80
253	8453	Plow, Truck Mounted	V-Plow R11 Leveling Wing	11 Ft	N/A	With leveling wing, add 8722 truck	hour	\$25.89
254	8455	Spreader, Sand	TAILGATE	Tailgate, Chassis mounted	PTO	Truck not included	hour	\$5.02
255	8456	Spreader, Sand	DUMP BODY	Dump Body mounted	PTO	Truck not included	hour	\$8.10
256	8457	Spreader, Sand	TRUCK MNT	Truck Mounted, (10yd)	N/A	Truck not included	hour	\$11.05
257	8458	Spreader, Chemical	Miscellaneous 5 Spreader	5.0 cu yd	to 4	Trailer & truck mounted	hour	\$5.60

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
	Cost Code	Equipment	Specifications/Manufacturer	Capacity or Size	HP	Notes	Unit	2023 Rates
258	8465	Pump, Trash Pump	Miscellaneous 6 DIESEL	6 In Pump	to 70	Self Priming, 90000 gph, add hoses	hour	\$60.83
259	8466	Pump, Trash Pump	Miscellaneous 4 DIESEL	4 In Pump	to 60	Self Priming, 44000 gph, add hoses	hour	\$37.26
260	8467	Pump, Trash Pump	Miscellaneous 4 DIESEL	4 In Pump	to 20	Self Priming, 33000 gph, add hoses	hour	\$20.74
261	8468	Pump, Trash Pump	Miscellaneous 3 DIESEL	3 In Pump	to 15	Self Priming, 18000 gph, add hoses	hour	\$13.62
262	8469	Pump, Trash Pump	Miscellaneous 2 DIESEL	2 In Pump	to 7	Self Priming, 10000 gph, add hoses	hour	\$11.72
263	8470	Pump, Lightweight Centrifugal	6M Alum./PORT.	1.5 In pump	to 4	6500 gph, add hoses	hour	\$5.19
264	8471	Pump, Lightweight Centrifugal	8M Alum./PORT.	2 In Pump	to 5	10000 gph, add hoses	hour	\$5.52
265	8472	Pump, Lightweight Centrifugal	18M ALUM./PORT.	3 In Pump	to 8	6,500 gph, add hoses	hour	\$6.91
266	8473	Pump, Heavy Duty Centrifugal	20M GASOLINE ELECTRIC START	3 In Pump	to 18	20000 gph, add hoses	hour	\$10.08
267	8474	Pump, Electric Submersible	Miscellaneous 4 Three Phase 25 HP	4 In Pump	to 25	50.0 ft cable length, add hoses	hour	\$10.99
268	8475	Pump, Electric Submersible	Miscellaneous 6 Three Phase 35 HP	6 In Pump	to 35	50.0 ft cable length, add hoses	hour	\$12.59
269	8476	Pump, Centrifugal	40M GASOLINE ELECTRIC START	4 In Pump	to 60	40,000 gph, add hoses	hour	\$26.55
270	8477	Pump, Centrifugal	90M GASOLINE ELECTRIC START Pump	6 In Pump	to 85	90,000 gph, add hoses	hour	\$36.73
271	8478	Pump, Centrifugal	350M DIESEL ELECTRIC START Pump	12 In Pump	to 90	350,000 gph, add hoses	hour	\$42.28
272	8479	Pump			to 200		hour	\$62.93
273	8480	Pump			to 275		hour	\$84.66
274	8481	Pump			to 350		hour	\$101.18
275	8482	Pump			to 425		hour	\$122.68
276	8483	Pump			to 500		hour	\$145.23
277	8484	Pump			to 575		hour	\$169.17
278	8485	Pump			to 650		hour	\$191.90
279	8486	Aerial Lift, Truck Mounted	BB150 - Telescopic Boom Aerial Lift	41 Ft	N/A	Platform Cap.: 670 lbs. Add this to a truck for total lift and truck rate	hour	\$10.82
280	8487	Aerial Lift, Truck Mounted	BB180 - Telescopic Boom Aerial Lift	61 Ft	N/A	Platform Cap.: 700 lbs. Add this to a truck for total lift and truck rate	hour	\$23.90
281	8488	Aerial Lift, Truck Mounted	BB1100 - Articulating Boom Aerial Lift	81 Ft	N/A	Platform Cap.: 600 lbs. Add this to a truck for total lift and truck rate	hour	\$39.62
282	8489	Aerial Lift, Truck Mounted	BB1101 - Articulating Boom Aerial Lift	101 Ft	N/A	Platform Cap.: 700 lbs. Add this to a truck for total lift and truck rate	hour	\$64.86
283	8490	Aerial Lift, Self Propelled	JLG 40IC (disc. 2000)	40 Ft	to 22	Platform Cap.: 500 lbs.	hour	\$62.39
284	8491	Aerial Lift, Self Propelled	Niftylift SD50	60 Ft. Ht.	to 21.6	Articulating, Platform Cap.: 500 lbs.	hour	\$72.67
285	8492	Aerial Lift, Self Propelled	S9070RT-HC	70 Ft. Ht.	to 24.9	Scissor Lift, Platform Cap.: 2000 lbs.	hour	\$116.14
286	8493	Aerial Lift, Self Propelled	JLG 1250AJP	125 Ft. Ht.	to 75	Articulating, Platform Cap.: 500 lbs.	hour	\$171.37
287	8494	Aerial Lift, Self Propelled	JLG 1500AJP	150 Ft. Ht.	to 99.8	Articulating, Platform Cap.: 1000 lbs.	hour	\$189.70
288	8495	I.C. Aerial Lift, Self-Propelled	Miscellaneous BB1-40	75"x155", 40Ft Ht.	to 80	Scissor Lift	hour	\$80.28
289	8496	Crane, Truck Mounted	JLG 1000BT	20,000 LBS	N/A	55.0 ft boom length	hour	\$39.32
290	8497	Crane, Truck Mounted	JLG 1700A	36,000 LBS	N/A	75.0 ft boom length	hour	\$55.94
291	8498	Crane, Truck Mounted	Manitex - 30100C	60,000 LBS	N/A	100.0 ft boom length	hour	\$85.13
292	8499	Trash Pump	Miscellaneous 3 DIESEL	3 In Pump	to 15	Self Priming, 25000 gph, add hoses	hour	\$13.68
293	8500	Crane, Yard	Shuttlelift 3330FL	17000 lbs/8.5 tons	to 70	30.2 ft boom length	hour	\$177.29
294	8501	Crane, Rough Terrain	Broderon RT-300-2C	29983 lbs/15 tons	to 155	60 ft boom length	hour	\$316.63
295	8502	Crane, All Terrain	Grove GMK2035E	69886 lbs/34.9 tons	to 157	95 ft boom length	hour	\$255.54
296	8503	Crane, All Terrain	Grove GMK3055	119931 lbs/60 tons	to 240	141 ft boom length	hour	\$290.08
297	8504	Crane, Crawler Mounted Lattice Boom	American HC-125 (disc. 2004)	250004 lbs/125 tons	to 245	300 ft boom length	hour	\$348.24
298	8510	Saw, Concrete	Miscellaneous 4.6-14MC	14 In	to 14	4.625 in max cut depth	hour	\$11.89
299	8511	Saw, Concrete	Miscellaneous 10-26SPC	26 In	to 25	10.625 in max cut depth	hour	\$19.74
300	8512	Saw, Concrete	Miscellaneous 20-48SPC	48 In	to 65	20.75 in max cut depth	hour	\$42.16
301	8513	Chain Trencher, Wheel Mounted	Vermeer V8550A (disc. 2008)	60 in depth	to 83		hour	\$108.77
302	8514	Chain Trencher, Wheel Mounted	Vermeer V120	60 in depth	to 107		hour	\$300.82
303	8517	Jackhammer (dry)	Miscellaneous 25DRY	25 lbs	Air	Add air compressor and hoses	hour	\$1.40
304	8518	Jackhammer (wet)	Miscellaneous 30WET	30 lbs	Air	Add air compressor and hoses	hour	\$1.60
305	8521	Scraper	CAT 611 (Disc. 2004)	15 cu yd heaped	to 262.2		hour	\$239.81
306	8522	Scraper	621G (disc. 2010)	22 cu yd heaped	to 365		hour	\$342.28
307	8523	Scraper	631G (disc. 2010)	34 cu yd heaped	to 500		hour	\$573.69
308	8524	Scraper	Caterpillar 651E (Disc.2006)	44 cu yd heaped	to 604		hour	\$653.53
309	8540	Loader, Skid Steer	Bobcat S70	5.8 cu yd	to 23.5		hour	\$37.32
310	8541	Loader, Skid Steer	Bobcat S205	14 cu yd	to 66		hour	\$53.24

FEMA 2023 Schedule of Equipment Rates

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	Cost Code	Equipment	Specifications/Manufacturer	Capacity or Size	HP	Notes	Unit	2023 Rates
311	8542	Loader, Skid Steer	Bobcat S300 (disc. 2011)	15.4 cu yd	to 81		hour	\$78.88
312	8549	Snow Plower, Salt Spreader	Towed Salt Spreader/Snow Plower	26 ft X 8 ft	0		hour	\$21.00
313	8550	Snow Blower, Truck Mounted	Miscellaneous Mechanical	60 in Cutting Width	to 30		hour	\$31.25
314	8551	Snow Blower, Truck Mounted	Miscellaneous 1400 - Rotary Snow Blowers	99.375 in Cutting Width	to 200		hour	\$106.21
5	8552	Snow Blower, Truck Mounted	Miscellaneous 2000 - Rotary Snow Blowers	102 in Cutting Width	to 340		hour	\$166.14
316	8553	Snow Blower, Truck Mounted	Miscellaneous 2400 - Rotary Snow Blowers	102 in Cutting Width	to 400		hour	\$184.14
317	8558	Snow Thrower, Walk Behind	Toro Power Max® 826 OE (37780)	40 ft throwing distance	to 5		hour	\$3.68
318	8559	Snow Thrower, Walk Behind	Toro 74523 MultiForce 60-in Blower		to 25	60-IN capable mower with 48-IN snow blower attachment	hour	\$17.93
319	8559-1	SnowBroom	Oshkosh Snow Broom		to 450-500		hour	\$224.84
320	8560	Snow Blower, Self Propelled	Miscellaneous 2000	2000 ft per minute	to 400	102 in cutting width	hour	\$220.59
321	8561	Snow Blower, Self Propelled	Miscellaneous 2500	2500 ft per minute	to 500	120 in cutting width	hour	\$249.87
322	8561-1	Snow Blower	MTE Snow Mauler		to 428		hour	\$317.70
323	8561-2	Snow Blower	Vammas PSB 4500MTE		to 420		hour	\$325.04
324	8562	Snow Blower	Miscellaneous 3500	3500 ft per minute	to 600	96.0 in cutting width	hour	\$287.00
325	8563	The Vammas 4500	Snow Remover		to 428		hour	\$322.15
326	8564	The Vammas 5500	RM300		to 350		hour	\$262.68
327	8565	Oshkosh Pavement Sweeper	H-Series		to 420		hour	\$283.74
328	8569	Dust Control De-ice Unit	Hydro Pump with 100-ft of 1/2-in hose				hour	\$4.39
329	8570	Loader-Backhoe, Wheel	Kubota L39 Backhoe (disc. 2012)	0.5 CY Loader bucket	to 30.5		hour	\$49.41
330	8571	Loader-Backhoe, Wheel	CASE 580M	1.0 CY Loader bucket	to 80		hour	\$58.73
331	8572	Loader-Backhoe, Wheel	CAT 420F (Disc. 2017)	1.2 CY Loader bucket	to 93		hour	\$91.69
332	8573	Loader-Backhoe, Wheel	CAT 430E IT	1.31 CY Loader bucket	to 102		hour	\$98.35
333	8580	Distributor, Asphalt	Miscellaneous 550 GAL	550 gal	to 16		hour	\$16.58
334	8581	Distributor, Asphalt	Miscellaneous 1000G	1000-gal	to 38		hour	\$26.88
335	8582	Distributor, Asphalt	Miscellaneous 4000G	4000-gal		Power Takeoff	hour	\$34.66
336	8583	Distributor					hour	\$53.99
337	8584	Distributor	Etnyre Chip Spreader	13-FT	to 210		hour	\$94.46
338	8590	Trailer, Rear Dump	Miscellaneous STANDARD 24 20	20.0 cu yd 24.0 t	N/A		hour	\$10.17
339	8591	Trailer, Rear Dump	Cap.: 30 cy; Deck Length: 16-ft to 18-ft; Deck: Level		N/A		hour	\$16.57
340	8600	Trailer, Equipment	Miscellaneous LEVEL 2 30	30 ton	N/A		hour	\$15.22
341	8601	Trailer, Equipment	Miscellaneous DROP 2 40	40 ton	N/A		hour	\$17.10
342	8602	Trailer, Equipment	Miscellaneous DROP 3 60	60 ton	N/A		hour	\$21.59
343	8603	Trailer, Equipment	Miscellaneous FLUSH 4 120	120 ton	N/A		hour	\$33.82
344	8610	Trailer, Water	Miscellaneous 1200 4000	4000 gallon	N/A		hour	\$14.91
345	8611	Trailer, Water	Miscellaneous 1200 6000	6000 gallon	N/A		hour	\$18.49
346	8612	Trailer, Water	Miscellaneous 1500 10000	10000 gallon	N/A		hour	\$21.95
347	8613	Trailer, Water	Miscellaneous 1500 14000	14000 gallon	N/A		hour	\$27.87
348	8614	Truck - Water Tanker	Miscellaneous GAS 4X2 1500	1500 gallon	175		hour	\$40.76
349	8620	Trailer Mounted Brush Chippers	Chipping Capacity: 25-IN HP 600	25-IN	to 600		hour	\$197.31
350	8621	Tub Grinder	Morbark 223	Chipping Capacity: 23-IN	to 630		hour	\$180.37
351	8622	Tub Grinder	Morbark 40/36 Tub Grinder	Chipping Capacity: 24-IN	800 to 850		hour	\$266.91
352	8623	Tub Grinder	Morbark 50/48X Tub Grinder	Chipping Capacity: 28-IN	to 1050		hour	\$355.20
353	8627	Horizontal Grinder	Vermeer HG6000 Horizontal Grinder		to 630		hour	\$73.25
354	8628	Stump Grinder	Vermeer SC852		to 74		hour	\$60.21
355	8629	Stump Grinder	24-in Grinding Wheel		to 110		hour	\$57.38
356	8630	Sprayer, Seed	Reinco HG-5-HA, Trailer Mounted		to 20		hour	\$13.34
357	8631	Sprayer, Seed	Reinco HG-10GXA2, Trailer Mounted		to 35	Single Drum	hour	\$20.39
358	8632	Sprayer, Seed	Reinco HG-30GX, Truck Mounted		to 115		hour	\$40.10
359	8633	Mulcher, Trailer Mntd	Finn B70		to 33.5		hour	\$24.71
360	8634	Mulcher, Trailer Mntd	Reinco M65		to 54	11-Wheels (Towed)	hour	\$40.84
361	8635	Mulcher, Trailer Mntd	Reinco M90		to 115		hour	\$59.32
362	8636	Scraper	Wirtgen WR2400		to 563		hour	\$628.18
363	8637	Trailer (Off Highway Bottom Dump)	Load King 2842	28.0 cu yd	N/A		hour	\$26.29
364	8638	Rake	Barber Beach Sand Rake 600HD		0		hour	\$19.55
365	8639	Chipper	Wildcat 626 Cougar		0		hour	\$43.84

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	Cost Code	Equipment	Specifications/Manufacturer	Capacity or Size	HP	Notes	Unit	2023 Rates
366	8640	Trailer, Office	Miscellaneous 8X24		0		hour	\$1.98
367	8641	Trailer, Office	Miscellaneous 8X32		0		hour	\$2.44
368	8642	Trailer, Office	Miscellaneous 10X32		0		hour	\$3.40
369	8643	Trailer			0		hour	\$48.17
	8644	Trailer, Covered Utility Trailer	7-ft x 16-ft		0		hour	\$7.29
371	8645	Trailer, Dodge Ram	12 Station Portable Shower Trailer		to 101		hour	\$37.58
372	8646	Trailer, Dodge			to 200		hour	\$35.44
373		Trencher	Seaman-Parsons T20		to 20		hour	\$50.19
374	8651	Trencher	Seaman-Parsons T500		to 58		hour	\$79.20
375	8652	Trencher/Ditcher	New Holland B115B (disc. 2012)	1.5CY	to 108		hour	\$76.79
376	8653	Trencher/Ditcher	New Holland T8.330 (disc. 2014)		to 284		hour	\$167.77
377	8654	Trencher Accessories					hour	\$2.43
378		Plow, Cable	Case MAXI-SNEAKER C (disc. 2003)	24-in	to 33.5		hour	\$21.68
379	8661	Plow, Cable	Seaman-Parsons DP-60	18-in	to 82		hour	\$58.43
80	8662	Plow, Cable	Seaman-Parsons DP-100	42-in	to 110		hour	\$68.83
381	8670	Derrick, Hydraulic Digger	Miscellaneous 60/12- Hydraulic Digger Derricks		to 275		hour	\$27.14
382	8671	Derrick, Hydraulic Digger	Miscellaneous 990/14 - Hydraulic Digger Derricks		to 310		hour	\$48.77
383	8672	Movax SP-60	28-32 ton Head		to 178		hour	\$135.30
384	8680-1	Truck, Concrete Mixer	Mixer Capacity = 13 cy	13-CY	to 285		hour	\$73.66
385	8680	Truck, Fire Aerial Platform	112Ft Ladder	3000gpm/1000 gal Water or Foam	to 600		hour	\$104.96
386	8681	Truck, Fire, Engine Type-1	1000GPM/300gal Engine, with Pump & Roll		to 420		hour	\$173.47
387	8682	Truck, Fire, Engine Type-2	500GPM/300gal Engine, with Pump & Roll		to 184		hour	\$163.55
388	8683	Truck, Fire, Ladder(48ft)(Type-III)	150gpm/500gal Hose 1-1/2"D 500' Long		to 238		hour	\$147.82
389	8684	Truck, Fire	100-ft Ladder		to 230	1500gpm Monitor/nozzle	hour	\$220.55
390	8685	Truck, Fire, Ladder(48ft)(Type-I)	1000gpm/400gal, 500gpm Master Stream Hose 2-1/2"D 1200' Long		to 12		hour	\$190.81
391	8686	Truck, Fire, Ladder(48ft)(Type-II)	500gpm/300gal, Hose 2-1/2"D 1000' Long		to 60		hour	\$162.93
392	8687	Truck, Fire, Support Water Tender S1	300GPM/4000+gal S1 Water Tender		to 90		hour	\$141.87
393	8688	Truck, Fire, Support Water Tender S2	200GPM/2500+gal S2 Water Tender		to 140		hour	\$128.24
394	8689	Truck, Fire, Support Water Tender S3	200GPM/1000+gal S3 Water Tender		to 215		hour	\$97.88
395	8690	Truck, Fire			to 95		hour	\$87.14
396	8691	Truck, Fire			to 95		hour	\$92.40
397	8692	Truck, Fire			to 118		hour	\$100.49
398	8693	Truck, Fire			to 10		hour	\$104.13
399	8694	Truck, Fire Ladder			to 160		hour	\$149.92
400	8695	Truck, Fire Ladder			to 240		hour	\$181.43
401	8696	Truck, Fire			to 311		hour	\$119.39
402	8697	Truck, Fire, Tactical Water Tender T1	250GPM/2000+gal		to 400		hour	\$148.07
403	8698	Truck, Fire, Tactical Water Tender T2	250GPM/1000+gal		to 500		hour	\$127.21
404	8699	Truck, Fire, Engine Type-3	150GPM/500gal Engine, with Pump & Roll		to 610		hour	\$156.74
405	8700	Truck, Flatbed	Miscellaneous 4X2 15KGVW DSL		to 200		hour	\$32.35
406	8701	Truck, Flatbed	Miscellaneous 4X2 25KGVW GAS		to 275		hour	\$47.12
407	8701-1	Truck, Flatbed	Miscellaneous 4X2 25KGVW DSL		to 200		hour	\$35.58
408	8702	Truck, Flatbed	Miscellaneous 4X2 30KGVW DSL		to 217		hour	\$40.30
409	8703	Truck, Flatbed	Miscellaneous 6X4 45KGVW DSL		to 380		hour	\$68.31
410	8708	Trailer, semi	48ft spread axle flatbed		NA		hour	\$10.74
411	8709	Trailer, semi	Enclosed 48ft, 2 axle trailer		NA		hour	\$12.17
412	8710	Trailer, semi			0		hour	\$12.40
413	8711	Flat bed utility trailer	Non-Tilt Deck Utility Trailers - TOW 2 1 6		NA		hour	\$2.87
414	8711-1	Sewer Camera Inspection Truck					hour	\$17.11
415	8711-2	Sewer Camera Inspection Truck	Aries Pathfinder System Control Center, Work Station		N/A		hour	\$104.82
416	8712	Cleaner, Sewer/Catch Basin	Miscellaneous 5-P - Sewer/Catch Basin Cleaner For Truck Mounting	4 in Discharge Diameter		Power Takeoff	hour	\$20.62

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417	8713	Cleaner, Sewer/Catch Basin	Miscellaneous 14-P - Sewer/Catch Basin Cleaner For Truck Mounting	6 In Discharge Diameter		Power Takeoff	hour	\$27.42
418	8714	Combined Sewer Cleaning	Vacuum Truck 800 Gal Spoils/400 Gal Water		to 74		hour	\$32.81
419	8714-H	Combined Sewer Cleaning (Accessory Hoses)	Miscellaneous SH-4/25	4-IN	N/A	50-FT of 4-IN hoses @\$0.60/Hour for Vac Truck	hour	\$0.32
420	8714-1	Vector Combine Vacuum Truck		15 Cu Yd	N/A		hour	\$107.72
421	8714-2	Combined Sewer Cleaning		1500 gal Water	N/A		hour	\$109.97
422	8714-3	Combined Sewer Cleaning		500-1500 gals	N/A		hour	\$97.76
423	8715	Truck, Hydro Vac	500-gal debris tank;		N/A		hour	\$22.92
424	8716	Leaf Vac			N/A		hour	\$65.58
425	8717	Truck, Vacuum			N/A		hour	\$95.06
426	8718	Combined Sewer Cleaning		500-1500 gals	to 370		hour	\$97.76
427	8719	Litter Picker	Miscellaneous TRAC MOUNT ENG DRIV	Broom Length 72.0 in	to 18		hour	\$8.38
428	8720	Truck, Dump	Miscellaneous 4X4 8YD 30KGVW DSL	7-CY	to 217		hour	\$55.98
429	8721	Truck, Dump	Miscellaneous 6X4 10YD 40KGVW	8-10-CY	to 315		hour	\$74.83
430	8722	Truck, Dump	Miscellaneous 6X4 12YD 50KGVW	12-CY	to 400		hour	\$94.94
431	8723	Truck, Dump		14-CY	to 400		hour	\$96.03
432	8724	Truck, Dump, Off Highway	Bell B40E (articulated)	24-CY	to 436		hour	\$174.29
433	8725	Truck, Dump	Miscellaneous 8X4 18YD 85KGVW	18 CY	to 400		Hour	\$117.13
434	8730	Truck, Garbage			to 255		Hour	\$61.69
435	8731	Truck, Garbage			to 325		Hour	\$70.70
436	8733	E=BAM Services			N/A		Hour	\$3.80
437	8734	Attenuator, Safety	Miscellaneous ALUMINUM-2		N/A		Hour	\$5.19
438	8735	Truck, Attenuator			N/A		Hour	\$4.82
439	8736	Truck, Tow	Freightliner M2 106 4x2 Diesel (disc. 2015)	GW 26000 lbs	to 175		Hour	\$54.63
440	8744	Van, Custom			to 350		Hour	\$22.74
441	8745	Van, step	Freightliner 4500 Sprinter 4x2 Diesel (2021)		to 300		Hour	\$35.60
442	8746	Van-up to 15 passenger	GMC Savana Passenger Van (disc. 2010)		225-300		Hour	\$35.19
443	8747	Van-up to 15 passenger	GMC Savana 3500 LS Passenger Van (disc. 2020)		to 265		Hour	\$40.50
444	8748	Van-cargo	Chevrolet City Express Cargo Van (disc. 2018)		225-300		Hour	\$26.01
445	8749	Van-cargo	Chevrolet Express Cargo Van (2022)				Hour	\$32.64
446	8750	Vehicle, Small			to 30		Hour	\$7.94
447	8753	Vehicle, Recreational			to 10		Hour	\$3.56
448	8754	Motor Coach	GVW=50534, 56 Passenger + 1-Driver		to 430		Hour	\$79.22
449	8755	Golf Cart			0		Hour	\$4.71
450	8761	Vibrator, Concrete	Miscellaneous 2-7/21 - Motor-in-Head		to 2		Hour	\$1.47
451	8770	Welder, Portable	Miscellaneous GAS 180 DC-CC		to 13		Hour	\$5.43
452	8771	Welder, Portable	Miscellaneous DIESEL 300 DC-CC		to 33		Hour	\$11.28
453	8772	Welder, Portable	Miscellaneous GAS 350 DC-CC/CV		to 52		Hour	\$19.07
454	8773	Welder, Portable	Miscellaneous DIESEL 600 DC-CC/CV DU-OP		to 42		Hour	\$15.41
455	8780	Truck, Water	Miscellaneous DSL 4X2 2500		to 150		Hour	\$37.65
456	8781	Truck, Water	Miscellaneous BB2 DSL 6X4 4000 (disc. 1994)		to 250		Hour	\$61.16
457	8789	Truck, Tractor	On-Highway Truck Tractors 45,001 - 60,000 GVW		to 400		Hour	\$87.02
458	8790	Truck, Tractor	On-Highway Truck Tractor - 4X2 25KGVW GAS		to 295		Hour	\$57.92
459	8791	Truck, Tractor	On-Highway Truck Tractor - 4X2 35KGVW DSL		to 329		Hour	\$70.72
460	8792	Truck, Tractor	On-Highway Truck Tractor - 6X4 45KGVW DSL		to 380		Hour	\$81.91
461	8793	Truck	Ford F-450 Cutaway Truck (disc. 2018)		to 390		Hour	\$80.27
462	8794	Truck, Freight	Dodge Ram Chassis 5500		to 275		Hour	\$28.84
463	8795	Truck, backhoe carrier	Miscellaneous 4X2 25KGVW DSL		to 380		Hour	\$35.58
464	8796	Truck, freight	Enclosed w/lift gate. Heavy duty, class 7				Hour	\$38.94
465	8797	Truck, freight	M2-106 4x2 Diesel (disc. 2015)		to 250		Hour	\$54.63
466	8798	Truck	Miscellaneous 4X2 30KGVW DSL		to 300		Hour	\$40.30
467	8799	Truck	Miscellaneous 6X4 43KGVW DSL				Hour	\$50.95
468	8800	Truck, Pickup				GSA 2023 Mileage Rate	Mile	\$0.66

	A	B	C	D	E	F	G	H
	Cost Code	Equipment	Specifications/Manufacturer	Capacity or Size	HP	Notes	Unit	2023 Rates
469	8801	Truck, Pickup	Miscellaneous 4X2 1/2 160 CONV DSL	160	to 160		Hour	\$16.68
470	8802	Truck, Pickup	4X2 1 195 CONV DSL	195	to 195		Hour	\$19.91
471	8803	Truck, Pickup	4X2 1 1/4 360 CONV DSL	360	to 360		Hour	\$33.03
472	8804	Truck, Pickup	4X2 1 1/2 300 CONV DIESEL	310	to 310		Hour	\$29.56
473	8805	Truck, Pickup	Miscellaneous 4X2 1 3/4 360 CONV DSL	360	to 360		Hour	\$34.09
474	8806	Truck, Pickup	Miscellaneous 4X2 3/4 160 CONV DSL	160	to 160		Hour	\$17.00
475	8807	Truck, Pickup	Miscellaneous 4X4 3/4 285 CREW GAS	285	to 285		Hour	\$27.78
476	8808	Truck, Pickup	4X4 1 340 CREW DSL	340	to 340		Hour	\$31.81
477	8809	Truck, Pickup	4X4 1 1/4 360 CREW GAS	360	to 360		Hour	\$35.45
478	8810	Truck, Pickup	4X4 1 1/2 362 CREW GAS	362	to 362		Hour	\$35.87
479	8811	Truck, Pickup	4X4 1 3/4 362 CREW GAS	362	to 362		Hour	\$36.62
480	8820	Skidder accessory			N/A		Hour	\$2.17
481	8821	Forklift, accessory			N/A		Hour	\$1.93
482	8822	Truck, Loader	BARKO 495ML Magnum		0		Hour	\$68.93
483	8823	Chipper- Wood Recycler	Bandit 2400XP		to 645		Hour	\$243.59
484	8824	Skidder	Caterpillar 525B (disc. 2006)	160	to 160		Hour	\$122.04
485	8825	Skidder	Caterpillar 525C (disc. 2014)	182	to 182		Hour	\$143.95
486	8840	Truck, service			215-225		Hour	\$49.80
487	8841	Truck, fuel	Miscellaneous BB2 Gas 4X2 2000		to 200		Hour	\$38.94
488	8842	Mobile Command Trailer			0		Hour	\$18.25
489	8843	Mobile Response Trailer			0		Hour	\$17.19
490	8844	Mobile Command Center	40-ft long; GVWR: 56000 lbs; 20 kw generator		to 400		Hour	\$106.68
491	8845	Mobile Command Post Vehicle	22-ft long;		to 340		Hour	\$39.09
492	8846	Mobile Command Post Vehicle	25'6" long; GVWR 19500 lbs; Duramax Diesel		to 325		Hour	\$25.19
493	8847	Mobile Command Center (Trailer)	42" long				Hour	\$39.27
494	8848	Mobile Command Center (Trailer)					Hour	\$62.81
495	8849	Mobile Command Center			to 280	Generator Rate not included	Hour	\$68.61
496	8850	Mobile Command Center	GVWR: 22500 lbs; Diesel		to 260		Hour	\$58.38
497	8851	Mobile Command Van	Sprinter; GVWR: 11030		to 230	Communication Equipment	Hour	\$53.01
498	8852	Mobile Command Center			to 410		Hour	\$84.30
499	8853	Mobile Command Center			to 410		Hour	\$56.86
500	8854	Mobile Command Vehicle	GVWR: 54600 lbs		to 450		Hour	\$122.47
501	8870	Light Tower	Miscellaneous HEAVY DUTY-14	30-FT	to 13.5		Hour	\$9.65
502	8871	Light Tower	Miscellaneous LIGHT DUTY-7-1/2	20-FT	to 7.5		Hour	\$5.70
503	8872	Sand Bagger Machine			2-4.5		Hour	\$61.23
504	8900	Helicopter			to 420		Hour	\$578.64
505	8901	Helicopter			to 420		Hour	\$605.89
506	8902	Helicopter	Jet Range III-Helicopter		to 650	Jet Range III-Helicopter	Hour	\$712.45
507	8903	Helicopter	Long Ranger		to 650	Long Ranger	Hour	\$725.42
508	8904	Helicopter	Twinranger		to 450	Twinranger	Hour	\$945.76
509	8905	Helicopter	Model Bell 407 EMS- Ambulance		to 250		Hour	\$774.84
510	8906	Fixed wing	Model Navajo PA-31		to 310		Hour	\$590.53
511	8907	Fixed wing	PA-31-350, Navajo Chieftain twin engine		to 350		Hour	\$628.44
512	8908	Helicopter	Fire Fighter Same as S70C		to 1890	Fire Fighter Same as S70C	Hour	\$3,685.48
513	8909	Helicopter	Fire Fighter		to 1890	Fire Fighter	Hour	\$6,887.91
514	8910	Helicopter	Fire Fighter		to 2850	Fire Fighter	Hour	\$13,452.95
515	8911	Helicopter- light utility	Model Bell 407GX - 7 seater		to 250	Passenger Aircraft	Hour	\$768.68
516	8912	Helicopter- light utility	Model Bell 206L- 7 seater			Passenger Aircraft	Hour	\$753.24
517	8913	Helicopter	Model Bell-206L4		to 420		Hour	\$706.55
518	8914	Fixed wing	Blackhawk King Air B200XP61		to 669		Hour	\$1,633.20
519	8915	Fixed wing	Blackhawk Caravan XP42 A		to 850		Hour	\$914.57
520	8916	Fixed wing	King Air C90 XP135 A		to 550		Hour	\$1,373.27
521	8917	Aerostar Helicopter	Aerostar 601P		to 290		Hour	\$578.23

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
	Cost Code	Equipment	Specifications/Manufacturer	Capacity or Size	HP	Notes	Unit	2023 Rates
522	8918	Huey Helicopter	Engine:1 × Lycoming T53-L-11 turboshaft		to 1100	Travel Range 253 NaticalMiles	Hour	\$1,705.85
523	8919	Helicopter	Utility Bell 429		to 710		Hour	\$1,124.18
524	8920	Helicopter	Commercial Bell Huey II				Hour	\$1,346.58
525	8943	Wire Puller Machine			to 30	Overhead/Underground Wire Pulling Machine	Hour	\$24.98
526	8944	Wire Tensioning Machine			0	Overhead Wire TensioningMachine	Hour	\$18.39
527	8945	Aerial Lift	Genie GS-2646	1000 lbs	0	24 Volt	Hour	\$25.95

FEMA 2025 Schedule of Equipment Rates

#	Cost Code	Equipment	Manufacturer	Specification	Capacity or Size	HP	Notes	Unit	2025 Rates
1	8010	Air Compressor	Miscellaneous Tank Mounted Air Compressors80/25	41 CFM	41 CFM	to 10	Hoses included.	hour	\$ 1.80
2	8011	Air Compressor	Multiquip DI5100SSK4F	103 CFM	103 CFM	to 30	Hoses included.	hour	\$ 20.23
3	8012	Air Compressor	Sullivan-Palatek D130Q6IZ	130 CFM	130 CFM	to 50	Hoses included.	hour	\$ 27.71
4	8013	Air Compressor	Grimmer-Schmidt 175	175 CFM	175 CFM	to 90	Hoses included.	hour	\$ 26.29
5	8014	Air Compressor	Sullivan-Palatek D375QH6CA	400 CFM	400 CFM	to 145	Hoses included.	hour	\$ 58.41
6	8015	Air Compressor	Grimmer-Schmidt 800	575 CFM	575 CFM	to 230	Hoses included.	hour	\$ 105.25
7	8016	Air Compressor	Ingersoll Rand XP1200WCU	1100 CFM	1100 CFM	to 355	Hoses included.	hour	\$ 187.83
8	8017	Air Compressor	Sullair 1600DTQCA	1600 CFM	1600 CFM	to 500	Hoses included.	hour	\$ 200.97
9	8040	Ambulance		GVW 8600 Pounds		to 150		hour	\$ 31.69
10	8041	Ambulance		GVW 11000 Pounds		to 210		hour	\$ 38.68
11	8050	Board, Arrow	Miscellaneous Trailer mounted Arrow Boards			to 8	Trailer Mounted.	hour	\$ 5.15
12	8051	Board, Message	Miscellaneous CMSBBI			to 5	Trailer Mounted.	hour	\$ 11.18
13	8060	Auger, Portable	Miscellaneous One Man Wheel Mount	16 in	16 in	to 6		hour	\$ 1.99
14	8061	Auger, Portable	Miscellaneous Portable Earth Auger	18 in	18 in	to 13		hour	\$ 4.89
15	8062	Auger, Tractor Mntd	Miscellaneous TLB Auger Mount	36 in	36 in	to 13	Includes digger, boom & mounting hardware	hour	\$ 2.94
16	8063	Auger, Truck Mntd	Miscellaneous DH-Avg	24 in	24 in	to 100	8'x8'x10' Drophammer	hour	\$ 50.79
17	8064	Hydraulic Post Driver	Miscellaneous VIB-Avg	24 in	24 in	to 100	Hyd. Impact Hammer	hour	\$ 53.97
18	8065	Auger	Horizontal Directional BoringMachine	250 X 100	250 X 100	to 300	DD-140B YR-2003	hour	\$ 251.58
19	8067	Auger, Directional Boring Machine	Miscellaneous 7K - Horizontal DrillingMachines	7,000 lbs	7,000 lbs	to 25	Corrected to use Misc. 7K	hour	\$ 87.45
20	8067.1	Directional Boring Machine	Vermeer D24X40A (disc. 2001)	Spindle Torque 4000 ft/lb	Spindle Torque 4000 ft/lb	125		hour	\$ 210.47
21	8068	Bush Hog	New Holland 272GMS	72-IN cutting width				hour	\$ 18.80
22	8069	Bush Hog	Vermeer MC3700	12-FT cutting width				hour	\$ 29.22
23	8069.1	Bush Hog	Bush Hog 2820 Average Retail Rental Rates	85-IN cutting width				hour	\$ 45.42
24	8070	Automobile, Sedan	2023 Dodge Charger SXT	Pentastar 3.6L V-6 DOHC, variable valve control, regular unleade				Mile	\$ 0.70
25	8071	Automobile, Pick-up	2023 RAM 1500 Tradesman	Pentastar 3.6L V-6 DOHC, variable valve control, regular unleade				hour	\$ 15.29
26	8073	Automobile, Police	2023 Dodge Charger Pursuit	Enigne: 3.6L V6 or 5.7L V8 HEMI Transmission: 8 Speed				hour	\$ 19.14
27	8074	Automobile, Police	2024 Dodge Durango Pursuit	AWD 3.6L V6 24V VVT Pentastar Engine with ESS Transmission: 8-Speed Automatic 850RE Transmission				hour	\$ 19.19
28	8075	Motorcycle, Police	2023 BMW R 1250 RT-P					hour	\$ 9.53
29	8075.1	Motorcycle, Police	2023 BMW R 1250 RT-P					mile	\$ 0.68
30	8076	Automobile, SUV Mid Size	2023 Ford Explorer XLT	EcoBoost 2.3L I-4 gasoline direct injection, DOHC, variable valv				hour	\$ 16.10
31	8077	Automobile, SUV Full Size	2023 Ford Expedition XLT	3.5L V6 24V PDI DOHC Twin Turbo				hour	\$ 25.02
32	8078	MRAP Armored Rescue Vehicle	Military Surplus Vehicle			375-450		hour	\$ 73.37
33	8079	MRAP C-MTV	gvwr 55000 Lbs	gvwr 55000 Lbs		to 350		hour	\$ 63.32
34	8080	All Terrain Vehicle	Polaris Ranger SP 570	2 Seat with bed box	up to 600CC	up to 50	New	hour	\$ 16.72
35	8081	All Terrain Vehicle	Polaris Ranger SP 570	4 Seat with bed box	up to 600CC	up to 50	New	hour	\$ 17.45
36	8082	All Terrain Vehicle	Polaris Sportsman 850 Mud Edition	Single seater	up to 850CC	up to 80	New	hour	\$ 18.22
37	8083	All Terrain Vehicle	Polaris Sportsman 1000 Mud Edition	Single seater	up to 1000CC	up to 90	New	hour	\$ 20.41
38	8084	All Terrain Vehicle	Polaris General XP 1000	2 seater	up to 1000CC	up to 100	New	hour	\$ 27.90
39	8085	All Terrain Vehicle	Polaris General XP 1000	4 seater	up to 1000CC	up to 100	New	hour	\$ 30.09
40	8086	All Terrain Vehicle	Polaris Expedition	2 seater closed cab	up to 1000CC	up to 125	new	hour	\$ 34.47
41	8087	All Terrain Vehicle	Polaris Expedition ADV 5	5 seater closed cab	up to 1000CC	up to 125	New	hour	\$ 37.39
42	8088	Drone Atomizer (Sprayer)	DJI AGRAS T50	Drone comes with Liquid and Dry tanks, batteries, software and other necessary equipment to operate.	100 pounds Dry & 40 Liters Liquid		new	hour	\$ 26.27
43	8088.1	Drone Surveillance	Surveillance Drone	Parrot ANAFI USA GOV EDITION			New	hour	\$ 11.30
44	8111	Barge, Deck	Miscellaneous 300 - Deck Cargo Barges	50'x35'x9'	50'x35'x9'	N/A	Push by Tug-Boat	hour	\$ 48.28
45	8112	Barge, Deck	Miscellaneous Deck 1100 - Deck Cargo Barges	120'x45'x10-FT	120'x45'x10-FT	N/A	Push by Tug-Boat	hour	\$ 95.52
46	8113	Barge, Deck	Miscellaneous 1250 - Deck Cargo Barges	140'x45'x10-FT	140'x45'x10-FT	N/A	Push by Tug-Boat	hour	\$ 103.95
47	8120	Boat, Tow	Miscellaneous 55 - Tow Boats	50' - 64'	50' - 64'	to 870	Steel	hour	\$ 518.33
48	8121	Boat, Tow	Miscellaneous 60 21 - Tow Boats	50' - 64'	50' - 64'	to 1050	Steel	hour	\$ 607.29
49	8122	Boat, Tow	Miscellaneous 70 30 - Tow Boats	65' - 99'	65' - 99'	to 1350	Steel	hour	\$ 932.62
50	8123	Boat, Tow	Miscellaneous 120 - Tow Boats	100' - 124"	100' - 124"	to 2000	Steel	hour	\$ 1,729.83
51	8124	Airboat	815 AGIS Airboat w/spray unit			556		hour	\$ 36.78
52	8125	Airboat	815 AGIS Airboat w/spray unit			450		hour	\$ 33.20
53	8126	Swamp Buggy	ARGO Conquest 800 Outfitter			36		hour	\$ 41.97
54	8129	Compactor, 2-ton pavement roller	Bid-well 2450	to 76'	to 76'	to 40		hour	\$ 28.55
55	8130	Boat, Row	Miscellaneous Rowboat			N/A	Heavy duty.	hour	\$ 1.09
56	8131	Boat, Runabout	Marine Equipment Runabouts - 13			60		hour	\$ 13.38
57	8132	Boat, Tender	Marine Equipment Tenders - 12	to 16'	to 16'	to 100	Inboard with 360 degree drive.	hour	\$ 19.45
58	8133	Boat, Push	Miscellaneous 400 - Push Boats	to 49'	to 49'	to 435	Flat hull.	hour	\$ 215.37
59	8134	Boat, Push	Miscellaneous 525 - Push Boats	50' - 74'	50' - 74'	to 525	Flat hull.	hour	\$ 267.75
60	8135	Boat, Push	Miscellaneous 705 - Push Boats	50' - 74'	50' - 74'	to 705	Flat hull.	hour	\$ 482.92

FEMA 2025 Schedule of Equipment Rates

61	8136	Boat, Push	Miscellaneous 870 - Push Boats	50' - 74'	50' - 74'	to 870	Flat hull.	hour	\$	558.97
62	8137	Boat, Debris Removal Skiff	Debris Removal Skiff	Length 48'	Length 48'	to 200	New 2023 rate	hour	\$	164.32
63	8138	Boat, Jet	Boat, Jet (Woolridge Xtra Plus Inboard)	Length 20' 4"	Length 20' 4"	to 100	Shallow Draft	hour	\$	10.87
64	8140	Boat, Tug	Miscellaneous 100 - Inland Tug Boats	Length 16'	16'	to 100	Shallow Draft	hour	\$	74.20
65	8141	Boat, Tug	Miscellaneous 175 - Inland Tug Boats	Length 18'	18'	to 175	With Steering Nozzle	hour	\$	95.34
66	8142	Boat, Tug	Miscellaneous 250 - Inland Tug Boats	Length 26'	26'	to 250	With Steering Nozzle	hour	\$	134.25
67	8143	Boat, Tug	Miscellaneous 380 - Inland Tug Boats	Length 40'	40'	to 380	Standard Rudder	hour	\$	244.03
68	8144	Boat, Tug	Miscellaneous 700 - Inland Tug Boats	Length 51'	51'	to 700	Twin Screw	hour	\$	390.09
69	8145	Jet Ski	Yamaha VX	Gasoline	Gasoline			hour	\$	9.06
70	8147	Boat, Inflatable Rescue Raft	Zodiac C310 Solid 10'2"		Diesel			hour	\$	0.93
71	8148	Boat, Runabout	Marine Equipment Runabouts - 13	Gasoline	Gasoline			hour	\$	64.80
72	8149	Boat, removable engine	2000 Johnson Outboard Motor	Gasoline	Gasoline			hour	\$	2.03
73	8149.1	Boat, Recreational	Outboard motor	Center console with up to 3 outboard motors	36' long			hour	\$	48.65
74	8149.2	Boat, Recreational	Outboard motor	Center console with up to 2 outboard motors	36' long			hour	\$	44.02
75	8149.3	Boat, Police	Length 25'	Full Cabin Boat for patrols, response, port security, law enforcement and search and rescue (SAR). Boat can be equipped with various brand and type outboard motors.	25' long			hour	\$	34.50
76	8150	Self Propelled Pavement Brooms	Lay-Mor 6HC/8HC			to 37		hour	\$	53.65
77	8151	Broom, Pavement, Mounted	Miscellaneous TRAC MOUNT PTO DRIVE - For Mounting Pavement Brooms	72"	72"			hour	\$	4.07
78	8153	Self Propelled Pavement Brooms	Broce RC-350 (disc. 2011)	96"	96"	to 100	Add Prime Mover cost for total rate	hour	\$	5.49
79	8154	Broom, Pavement, Pull	Miscellaneous TRACTION PT - Pull Type Pavement Brooms	84"	84"	to 20		hour	\$	40.44
80	8154.1	Skid Steer for Broom	Bobcat 453 (disc. 2001)					hour	\$	24.86
81	8155	Self Propelled Pavement Brooms	Terramite TSS46	6 or 8-FT broom heads		to 35		hour	\$	35.65
82	8157	Sweeper, Pavement	Elgin - Pelican SE	66" & 36" broom widths, 3.6-CY hopper		to 110		hour	\$	100.34
83	8158	Sweeper, Pavement	Five Star - Broom Bear	Max 120" sweep width, 4.5-CY hopper		to 230		hour	\$	123.69
84	8180	Bus				185		hour	\$	32.34
85	8181	Bus				100		hour	\$	31.26
86	8182	Bus				230		hour	\$	53.70
87	8183	Blower				27		hour	\$	20.63
88	8183.1	Mosquito Sprayer	Adapco - Guardian 95 ES	to 186 CFM				hour	\$	18.19
89	8184	Back-pack Blower						hour	\$	7.22
90	8185	Walkbehind Blower				13		hour	\$	2.06
91	8187	Chainsaw	Bar Length = 20"	3.0 cu in	3.0 cu in	to 3	Heavy Duty	hour	\$	3.23
92	8188	Chainsaw	Bar Length = 20"	5.0 cu in	5.0 cu in	to 6	Heavy Duty	hour	\$	3.65
93	8189	Chainsaw	Bar Length = 20"	6.0 cu in	6.0 cu in	to 7	Heavy Duty	hour	\$	1.72
94	8190	Chainsaw	Bar Length = 16"	2.5 cu in	2.5 cu in	to 2	Light Duty	hour	\$	1.71
95	8191	Chainsaw	Bar Length = 25"	7.0 cu in	7.0 cu in	to 9	Heavy Duty	hour	\$	4.81
96	8192	Chainsaw, Pole	Bar Length = 18"			N/A	Hydraulic	hour	\$	2.52
97	8193	Skidder, Log	2023 DEERE 648L II			to 237		hour	\$	113.03
98	8194	Skidder, Log	2022 DEERE 748L II			to 263		hour	\$	210.67
99	8195	Cutter, Brush	2023 Barko 930B Wheel Mulcher			to 320		hour	\$	174.37
100	8198	Buncher, Cutter	Caterpillar 511 Feller Buncher	26.6 ft reach		to 247		hour	\$	155.70
101	8199	Log Trailer	Log Trailer (Fixed Gooseneck Trailer Level 3 40)	40 tons				hour	\$	14.41
102	8199.1	Log Splitter	PowerPro 25-Ton Log Splitter		Kohler SH265 196cc 6.5 Gross HP Horizontal Engine	6.5	Trailer Mounted.		\$	6.48
103	8200	Chipper, Brush	Vermeer BC900XL Brush Chipper		Material Capacity 9 in Thickness 1 in Diameter 33 in	35	Trailer Mounted.	hour	\$	24.04
104	8201	Chipper, Brush	Vermeer BC1000XL Brush Chipper		Material Capacity 12 in Width 20 in Thickness .4 in Diameter 20 in	74	Trailer Mounted.	hour	\$	29.70
105	8202	Chipper, Brush	Vermeer BC1500 Brush Chipper		Material Capacity 15 in Width 22 in Thickness .4 in Diameter 22.5 in	130	Trailer Mounted.	hour	\$	54.11
106	8203	Chipper, Brush	Vermeer BC1800XL Brush Chipper		Material Capacity 19 in Width .5 in Thickness 26.1 in Diameter 36 in	173	Trailer Mounted.	hour	\$	74.92
107	8208	Loader - Tractor - Knuckleboom	2022 Barko 595ML Crawler Mounted LogLoader	7,770 lbs (32' radius) to 38,180 lbs 12' radius				hour	\$	150.01
108	8210	Clamshell & Dragline, Crawler	2023 TADANO MANTIS GTC 700	70 Ton Tele Crawler 118 Feet of Main Boom Cummins Diesel Engine 36" Track Pads Two Winches With 3/4 Wire Rope Tadano AML LMI System	70 Ton	to 260	Bucket not included in rate.	hour	\$	127.42

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109	8211	Clamshell & Dragline, Crawler	Tadano GT-1200XL-2	Specs - MAX. CRANE CAPACITY: 120 Ust - MAIN BOOM LENGTH: 41 ft – 167.3 ft - BOOM EXTENSION: 33.8 ft – 58.7 ft - MAX. COUNTERWEIGHT: 55,100 lbs - OUTRIGGER BASES: 23.5 ft x 19.6 ft - HOIST LINE PULL: 21,800 lbs - MAX RADIUS: 185 ft - MAX. MAIN BOOM LENGTH: 167.3 ft - GVM: 89,900 lbs - DIMENSIONS: 48.56 ft L x 8.5 ft W x 12.3 ft H - ENGINE: Cummins X12	120 Ton	to 520	Bucket not included in rate.	hour	\$ 202.51
110	8212	Clamshell, Truck mounted	American 5530	to 150,000 lbs		to 240		hour	\$ 114.56
111	8218	BOMAG Compactor	BW100AD-3			to 33		hour	\$ 45.79
112	8219	Compactor -2-Ton Pavement Roller	Single Drum Vibratory Compactor					hour	\$ 33.24
113	8220	Compactor, Hand Held	Miscellaneous Hand Held Vibratory Compactor		to 2.9 Ton	to 28		hour	\$ 15.52
114	8221	Compactor, towed, vibratory drum	Blue Diamond Skid Steer Vibratory Roller Smooth or Pad Foot	Smooth Drum Width 84"			Plus Skid Steer	hour	\$ 27.01
115	8222	Compactor, vibratory drum	2013 BOMAG BW-120AD-4 (disc. 2013)	Drum Width 47.2"	Drum Width 47.2"	to 75		hour	\$ 39.01
116	8223	Compactor, pneumatic, wheel	BOMAG BW11-RH	68" width		to 100	Cummins 4B3.3TA 85-HP Engine	hour	\$ 114.91
117	8224	Vibratory Compactor	CATERPILLAR CP-563D (disc. 2003)	Drum Width 51"	Drum Width 51"	to 145	Single Drum	hour	\$ 124.72
118	8225	Compactor, Sanitation	Caterpillar 816		12 FT Blade	284		hour	\$ 197.35
119	8226	Compactor, Sanitation	Caterpillar 826		14 FT Blade	435		hour	\$ 243.88
120	8227	Compactor, Sanitation	Caterpillar 836		17 FT Blade	562		hour	\$ 400.69
121	8228	Compactor, towed, pneumatic, wheel	Miscellaneous			N/A	11-Wheels (Towed)	hour	\$ 14.94
122	8229	Compactor, Towed Steel Drum Static Compactor	Miscellaneous			N/A		hour	\$ 21.50
123	8240	Feeder, Grizzly	Misc Vibratory Grizzly Feeder, 35" x 14', singledeck			to 35		hour	\$ 23.01
124	8241	Feeder, Grizzly	Misc Vibratory Grizzly Feeder, 52" x 20', singledeck			to 55		hour	\$ 29.27
125	8242	Feeder, Grizzly	Misc Vibratory Grizzly Feeder, 62" x 30', double deck			to 75		hour	\$ 60.04
126	8250	Dozer, crawler	CAT D1			to 80		hour	\$ 60.28
127	8251	Dozer, crawler	CAT D3			to 104		hour	\$ 74.10
128	8252	Dozer, crawler	CAT D4			to 130		hour	\$ 99.70
129	8253	Dozer, crawler	CAT D6			to 215		hour	\$ 160.75
130	8254	Dozer, crawler	CAT D8			to 363		hour	\$ 242.63
131	8255	Dozer, crawler	CAT D9			to 452		hour	\$ 360.30
132	8256	Dozer, crawler	CAT D11			to 850		hour	\$ 550.14
133	8260	Dozer, wheel	CAT 814			Tto 250		hour	\$ 106.02
134	8261	Dozer, wheel	CAT 824			to 405		hour	\$ 170.28
135	8262	Dozer, wheel	CAT 834			to 496		hour	\$ 308.97
136	8263	Dozer, wheel	CAT 844			to 732		hour	\$ 402.76
137	8269	Box Scraper	84" Rome Model SC Pull Scraper	4.1 cu yd				hour	\$ 18.41
138	8270	Bucket, Clamshell	Heiden HC30133 Super Clamshell Bucket	1.0 CY	1.0 CY	N/A	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 3.65
139	8271	Bucket, Clamshell	Anvil Attachments 3 Yard Clamshell Bucket	3 CY	4 CY	N/A	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 6.80
140	8272	Bucket, Clamshell	Anvil Attachments 5 Yard Clamshell Bucket	5.0 CY	5.0 CY	N/A	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 10.19
141	8273	Bucket, Clamshell	Miscellaneous 7-1/2S	7.5 CY	7.5 CY	N/A	Does not include Clamshell & Dragline	hour	\$ 15.09
142	8275	Bucket, Dragline	Miscellaneous 2L	2.0 CY	2.0 CY	N/A	Does not include Clamshell & Dragline	hour	\$ 3.36
143	8276	Bucket, Dragline	Miscellaneous 5L	5 CY	5 CY	N/A	Does not include Clamshell & Dragline	hour	\$ 6.49
144	8277	Bucket, Dragline	Miscellaneous 10L	10 CY	10 CY	N/A	Does not include Clamshell & Dragline	hour	\$ 11.81
145	8278	Bucket, Dragline	Miscellaneous 14M	14 CY	14 CY	N/A	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 16.53
146	8280	Excavator, Hydraulic	Caterpillar 305 CR			to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 57.14
147	8281	Excavator, Hydraulic	Caterpillar 313 GC			to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 95.01
148	8282	Excavator, Hydraulic	Caterpillar 320 GC			to 150	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 107.93
149	8283	Excavator, Hydraulic	Caterpillar 330 GC			to 201	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 150.99
150	8284	Excavator, Hydraulic	Caterpillar 340 GC			to 350	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 291.49
151	8285	Excavator, Hydraulic	Caterpillar 395			to 550	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 336.18
152	8287	Excavator, Truck Mounted	2008 Gradall XL 3100 III (disc. 2011)	0.57 CY	0.57 CY	to 184	Truck Mounted	hour	\$ 215.34
153	8288	Excavator, Truck Mounted	2003 Gradall XL 4100 III (Disc. 2011)	0.62 CY	0.62 CY	to 238	Truck Mounted	hour	\$ 315.08
154	8289	Excavator, Truck Mounted	2006 Gradall XL 5100 (disc. 2006)	1.25 CY	1.25 CY	to 230	Truck Mounted	hour	\$ 351.11
155	8290	Trowel, Concrete	Husqvarna 48 in Gasoline Walk Behind Trowel	48 IN		to 12	48 In	hour	\$ 5.32
156	8300	Forklift	Toyota 50-8FGU30	6,000 Lbs	6,000 Lbs	to 60		hour	\$ 21.18
157	8301	Forklift	Toyota 50-8FG50U	11,000 Lbs	11,000 Lbs	to 90		hour	\$ 24.75
158	8302	Forklift	Toyota 50-8FG80U	17,500 Lbs	17,500 Lbs	to 140		hour	\$ 29.06

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159	8303	Forklift	Taylor TE-450M (disc. 1998)	45,000 lbs	50,000 lbs	to 215		hour	\$	90.72
160	8306	Fork Lift material handler	Caterpillar TL 642	6,500 lbs	6,500 LBS	to 74		hour	\$	94.49
161	8307	Fork Lift material handler	Caterpillar TL 943	9,000 Lbs	9,000 Lbs	to 111		hour	\$	116.27
162	8308	Fork Lift material handler	Caterpillar TL1255	12,000 lbs	12,000 lbs	to 134		hour	\$	123.49
163	8310	Generator	Miscellaneous GAS 5.5 KW	5.5 KW				hour	\$	6.78
164	8311	Generator	Miscellaneous DIESEL 17 KW	17 KW				hour	\$	8.12
165	8312	Generator	Miscellaneous DIESEL 25 KW	20 KW				hour	\$	28.15
166	8313	Generator	Miscellaneous DIESEL 40 KW	40 KW				hour	\$	41.55
167	8314	Generator	Miscellaneous DIESEL 45 KW	47.5 kW				hour	\$	42.45
168	8315	Generator	Miscellaneous DIESEL 100 KW	100 KW				hour	\$	62.08
169	8316	Generator	Miscellaneous DIESEL 150 KW	150 KW				hour	\$	70.76
170	8317	Generator	Miscellaneous DIESEL 225 KW	210 KW				hour	\$	100.05
171	8318	Generator	Miscellaneous DIESEL 300 KW	280 KW				hour	\$	119.63
172	8319	Generator	Miscellaneous DIESEL 350 KW	350 KW				hour	\$	172.46
173	8320	Generator	Miscellaneous DIESEL 400 KW	400 KW				hour	\$	219.49
174	8321	Generator	Miscellaneous DIESEL 500 KW	500 KW				hour	\$	392.87
175	8322	Generator	Miscellaneous DIESEL 700 KW	700 KW				hour	\$	578.90
176	8323	Generator	Miscellaneous DIESEL 800 KW	800 KW				hour	\$	626.66
177	8324	Generator	Miscellaneous DIESEL 900 KW	900 KW				hour	\$	685.25
178	8325	Generator	Miscellaneous DIESEL 1000 KW	1000 KW				hour	\$	748.86
179	8326	Generator	Caterpillar XQC1200 (Enclosed)	1150 KW				hour	\$	778.27
180	8327	Generator	Miscellaneous DIESEL 1500 KW	1500 KW				hour	\$	844.15
181	8328	Generator	Generator, 2,500 KW	2500 KW				hour	\$	983.59
182	8329	Generator	Cummins QSK95 C3250D6E	3000 KW				hour	\$	1,024.88
183	8331	Graders	CAT 120	12 Ft	12 Ft	to 171	Includes Rigid and Articulate equipment.	hour	\$	131.96
184	8332	Graders	CAT 140	12 FT	12 FT	to 196	Includes Rigid and Articulate equipment.	hour	\$	159.04
185	8333	Graders	CAT 160	14 Ft	14 Ft	to 290	Includes Rigid and Articulate equipment.	hour	\$	231.47
186	8334	Graders	CAT 18	18 Ft	18 Ft	to 304	Includes Rigid and Articulate equipment.	hour	\$	281.33
187	8335	Widener Attachment	Loader or Grader Propelled	Widener Attachment	10' Max Spread Width	49			\$	10.13
188	8350	Hose, Discharge	Discharge Hose, 3-IN	3 In Discharge Diameter 50 foot	3 In Discharge Diameter	N/A	Per 50 foot length. Includes couplings.	hour	\$	0.15
189	8351	Hose, Discharge	Discharge Hose, 4-IN	4 in Discharge Diameter 50 foot	4 in Discharge Diameter	N/A	Per 50 foot length. Includes couplings.	hour	\$	0.23
190	8352	Hose, Discharge	Discharge Hose, 6-IN	6 In Discharge Diameter 50 foot	6 In Discharge Diameter	N/A	Per 50 foot length. Includes couplings.	hour	\$	0.58
191	8353	Hose, Discharge	Discharge Hose, 8-IN	8 In Discharge Diameter 50 foot	8 In Discharge Diameter	N/A	Per 50 foot length. Includes couplings.	hour	\$	0.65
192	8354	Hose, Discharge	Discharge Hose, 12-IN	12 In Discharge Diameter	12 In Discharge Diameter	N/A	Per 50 foot length. Includes couplings.	hour	\$	0.95
193	8355	Hose, Discharge	Discharge Hose, 16-IN	16 In Discharge Diameter	16 In Discharge Diameter	N/A	Per 50 foot length. Includes couplings.	hour	\$	1.79
194	8356	Hose, Suction	Suction Hose - SH-3/25	3 In Diameter	3 In Diameter	N/A	Per 50 foot length. Includes couplings.	hour	\$	0.27
195	8357	Hose, Suction	Miscellaneous SH-4/25	4 In Diameter	4 In Diameter	N/A	Per 50 foot length. Includes couplings.	hour	\$	0.32
196	8358	Hose, Suction	Miscellaneous SH-6/25	6 In Diameter	6 In Diameter	N/A	Per 50 foot length. Includes couplings.	hour	\$	1.06
197	8359	Hose, Suction	Suction Hose, 8-IN	8 In Diameter	8 In Diameter	N/A	Per 50 foot length. Includes couplings.	hour	\$	1.14
198	8360	Hose, Suction	Suction Hose, 12-IN	12 In Diameter	12 In Diameter	N/A	Per 50 foot length. Includes couplings.	hour	\$	1.72
199	8361	Hose, Suction	Suction Hose, 16-IN	16 In Diameter	16 In Diameter	N/A	Per 50 foot length. Includes couplings.	hour	\$	3.25
200	8380	Loader, Crawler	Bobcat MT120			to 25	Includes bucket.	hour	\$	36.92
201	8381	Loader, Crawler	Bobcat T450			to 55	Includes bucket.	hour	\$	41.49
202	8382	Loader, Crawler	Bobcat T86			to 105	Includes bucket.	hour	\$	62.38
203	8383	Loader, Crawler	Caterpillar 963C 2022	3.2 cu yd	3 CY	to 178	Includes bucket.	hour	\$	197.79
204	8384	Loader, Crawler	Caterpillar 973C (disc. 2010)	4.19 cu yd	4 CY	to 238	Includes bucket.	hour	\$	254.71
205	8390	Loader, Wheel	Gehl 280 (disc. 2009)	0.7 cu yd	0.5 CY	to 38		hour	\$	36.72
206	8391	Loader, Wheel	Bobcat L85			to 68	Includes bucket.	hour	\$	58.08
207	8392	Loader, Wheel	Caterpillar 910			to 110	Includes bucket.	hour	\$	64.66
208	8393	Loader, Wheel	Caterpillar 926			to 170	Includes bucket.	hour	\$	116.74
209	8394	Loader, Wheel	Deere 644K - 4WD (disc. 2019)	4.2 cu yd	4 CY	232		hour	\$	116.87
210	8395	Loader, Wheel	Case 921C - 4WD (disc. 2008)	5.0 cu yd	5 CY	255		hour	\$	163.20
211	8396	Loader, Wheel	Caterpillar 950			to 250	Includes bucket.	hour	\$	139.80
212	8397	Loader, Wheel	Caterpillar 972			to 339	Includes bucket.	hour	\$	143.78
213	8398	Loader, Wheel	Caterpillar 988			to 580	Includes bucket.	hour	\$	341.25

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214	8399	Tractor, Wheel	John Deere 6605 (disc. 2005)	100 IN.	100 IN.	to 95	Does not include mower attachment. Flail Industrial towed mower would add \$4.96/Hour	hour	\$	70.76
215	8400	Tractor, Wheel	New Holland T6030 (disc. 2012)			to 115	Tractor - agriculture all purpose	hour	\$	90.92
216	8401	Loader, Tractor, Wheel	Case 580 SUPER L (disc. 2000)	0.87 CY	0.87 CY	to 80		hour	\$	92.56
217	8410	Mixer, Concrete Portable	Menegotti Concrete Mixer Wheelbarrow Concrete Mixer	5.0 cu ft	5.0 CF	0.5		hour	\$	1.95
218	8411	Mixer, Concrete, Trailer Mntd	TK Equipment Hydraulic Mortar Mixer w/ Honda Engine	MODELMM12 Batch Capacity bags 3 1/2 - 4 bags Total Capacity cu. ft. (Lt) 3.29 cu. ft (376) Mixing Capacity cu.ft. (Lt) 12 cu.ft (340)	12 CF	to 5		hour	\$	8.00
219	8412	Mixer, Concrete, Trailer Mntd	TK Equipment Hydraulic Mortar Mixer w/ Honda Engine	MODELHM 16 Batch Capacity Bags 4 - 5½ bags Capacity Cu. Ft. (Its)16 cu.ft (453)	16 CF	to 13		hour	\$	17.49
220	8414	Truck, Concrete Mixer	FREIGHTLINER 114SD with Cummins X12 455V diesel engine	11 CY Mixer		350 to 500		hour	\$	81.76
221	8419	Breaker, Pavement Hand-held	Miscellaneous STANDARD 25-30 LBS	80 - 90 Lbs	90 Lbs	N/A	includes bucket.	hour	\$	1.18
222	8420	Breaker, Pavement	Arrow Master 1350			to 80	includes bucket.	hour	\$	60.79
223	8421	Vibrator, Concrete	2-7/21	2.5 in head, 16 ft shaft		to 2	Electric Powered	hour	\$	2.58
224	8423	Spreader, Chip	2010 Etnyre Quad Chip Spreader	2.8 CY	2.8 CY	to 260		hour	\$	105.39
225	8424	Spreader, Chip	2019 Rosco CSV	3.5 CY	3.8 CY	to 275		hour	\$	150.91
226	8425	Spreader, Chip, Mounted	8-CONVEYOR - Chip Spreaders for Tail GateMounting	8 Ft	8 Ft	to 8	Includes bucket.	hour	\$	4.07
227	8430	Paver, Asphalt, Towed	Layton F-525	96-144 in screed width		N/A	Includes bucket.	hour	\$	12.44
228	8431	Paver, Asphalt	Caterpillar AP 455 Track	Paving Range with SE47 FM 2.4 m - 5.9 m (8' - 19' 6") Operating weight with SE47 FM 31533 lb Maximum Throughput Capacity 853 ton(US)/h		120		hour	\$	262.71
229	8432	Paver, Asphalt	Caterpillar AP 555 Track	Paving Range with SE47 FM 2.4 m - 6.1 m (8' - 20') Operating weight with SE47 FM 33689 lb Maximum Throughput Capacity 1100 ton(US)/h		148		hour	\$	271.01
230	8433	Paver, Asphalt	Caterpillar AP 655 Track	Paving Range with SE47 FM 2.44 - 6.25 m (8' - 20' 6") Operating weight with SE47 FM 40560 lb Maximum Throughput Capacity 1433 ton(US)/h		173		hour	\$	308.47
231	8434	Paver, Asphalt	Caterpillar AP 500 Wheel	Paving Range with SE47 FM 2.4 m - 5.9 m (8' - 19' 6") Operating weight with SE47 FM 32012 lb Maximum Throughput Capacity 1100 ton(US)/h		148		hour	\$	274.31
232	8435	Paver, Asphalt	Caterpillar AP 1000 Wheel	Paving Range with SE60 FM 3 m - 7.8 m (10' - 25' 6") Operating weight with SE60 FM 42620 lb Maximum Throughput Capacity 1766 ton(US)/h		225		hour	\$	295.49
233	8436	Pickup, Asphalt	Cadarapids CR-MS-4 (disc. 2020)			to 120	Includes bucket.	hour	\$	135.80
234	8437	Pickup, Asphalt	Cedarapids CR MS-2			to 120	Includes bucket.	hour	\$	193.47
235	8438	Pickup, Asphalt	Blaw Knox MC330 (disc. 2007)			184 to 200	Includes bucket.	hour	\$	303.18
236	8439	Pickup, Asphalt	Roadtec MTV-1000C		MTV 1000C	to 275	Includes bucket.	hour	\$	472.05
237	8440	Striper, Self Propelled	Graco LineLazer 3400 Airless Line Striper	Single Bucket	15 Gallon Bucket	to 5	Includes bucket.	hour	\$	14.75
238	8441	Striper, Self Propelled	Graco LineLazer V 2000C Standard Line Striper, Dua	Dual Bucket	2x10 Gallon Buckets	to 6.5	Includes bucket.	hour	\$	23.62
239	8442	Striper, Self Propelled	Graco LineLazer V 2500C	Dual Bucket	2x25 Gallon Buckets	to 13	Includes bucket.	hour	\$	45.28
240	8445	Striper, Truck Mounted	RoadLazer RoadPak HD System, Option HD3: 2-Pump, 1350 lb Be	1,350-pound bead tank	1,350-pound bead tank	to 19	Includes bucket.	hour	\$	43.79
241	8447	Paver Accessory - Belt Extension	Miscellaneous 30 X 60"	30" x 60"	30" x 60"	N/A	Includes bucket.	hour	\$	28.48
242	8450	Plow, Snow, Mounted Grader	VP-10 - Grader Snow Removal Equipment	126 in (10.5-FT)	to 10 Ft	N/A	8331 Grader not included	hour	\$	19.69
243	8451	Plow, Snow, Mounted Grader	SW-14 - Grader Snow Removal Equipment	168 in (14-FT)	to 14 Ft	N/A	8332 Grader not included	hour	\$	23.66
244	8452	Plow, Truck Mounted	One Way Plow	13 Ft	to 15 Ft	N/A	8722 truck not included	hour	\$	13.80
245	8453	Plow, Truck Mounted	V-Plow R11 Leveling Wing	11 Ft	to 15 Ft	N/A	With leveling wing. Include 8722 truck for total cost	hour	\$	29.92
246	8455	Spreader, Sand	TAILGATE	Tailgate, Chassis mounted	Tailgate, Chassis	PTO	Truck not included	hour	\$	5.60
247	8456	Spreader, Sand	DUMP BODY	Dump Body mounted	Dump Body	PTO	Truck not included	hour	\$	7.73
248	8457	Spreader, Sand	TRUCK MNT	Truck Mounted, (10yrd)	Truck (10yrd)	N/A	Truck not included	hour	\$	10.47
249	8458	Spreader, Chemical	Miscellaneous S Spreader	5.0 cu yd	5 CY	to 4	Trailer & truck mounted.	hour	\$	6.47
250	8465	Pump, Trash Pump	6" Diesel Trash Pump Trailer Mount	6 In Pump	6 In Pump	to 23	High flow trash pump delivers up to 59,400GPH	hour	\$	56.67

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251	8466	Pump, Trash Pump	4" Diesel powered Trash Pump	4 In Pump	4 In Pump	to15	High flow trash pump delivers up to 37,200GPH	hour	\$	27.38
252	8467	Pump, Trash Pump	3" Diesel powered Trash Pump	3 In Pump	3 In Pump	to 5	High flow trash pump delivers up to 18,000GPH	hour	\$	13.06
253	8468	Pump, Trash Pump	2" Diesel powered Trash Pump	2 In Pump	2 In Pump	to 5	High flow trash pump delivers up to 12,000GPH	hour	\$	9.31
254	8469	Pump - Stormwater Custom	Catepillar/Lufkin/Fairbanks-Morse	1740 CFS		5400		Hour	\$	1,743.10
255	8470	Pump, Lightweight Centrifugal	6M Alum./PORT.	1.5 In pump	2 In pump - 10,000 gal/hr.	to 4.5	6,500 gph, Hoses not included.	hour	\$	3.10
256	8471	Pump, Lightweight Centrifugal	8M Alum./PORT.	2 In Pump	2 In Pump - 3,000 gal/hr.	to 6	3,000 gph, Hoses not included.	hour	\$	3.09
257	8472	Pump, Lightweight Centrifugal	18M ALUM./PORT.	3 In Pump	3 In Pump - 18,000 gal/hr.	to 10	18,000 gph, Hoses not included.	hour	\$	2.43
258	8473	Pump, Heavy Duty Centrifugal	20M GASOLINE ELECTRIC START	3 In Pump		15		hour	\$	9.18
259	8474	Pump, Electric Submersible	Miscellaneous 4 Three Phase 25 HP	4 In Pump	4 In Pump	to 25	Hoses not included.	hour	\$	8.20
260	8475	Pump, Electric Submersible	Miscellaneous 6 Three Phase 35 HP	6 In Pump				hour	\$	18.43
261	8476	Pump, Centrifugal	40M GASOLINE ELECTRIC START	4 In Pump	4 In Pump	to 60	40,000 gph, Hoses not included.	hour	\$	25.62
262	8477	Pump, Centrifugal	90M GASOLINE ELECTRIC START Pump	6 In Pump	6 In Pump	to 95	90,000 gph, Hoses not included.	hour	\$	33.54
263	8478	Pump, Centrifugal	350M DIESEL ELECTRIC START Pump	12 In Pump	12 In Pump	to 140	350,000 gph, Hoses not included.	hour	\$	34.82
264	8486	Aerial Lift, Truck Mounted	ALTEC AA55 MOUNTED ON 2024 FREIGHTLINER BUSINESS CLASS	Ground to Bottom of Platform*55.1 ft (16.8 m) Maximum Side Reach:43.1 ft (13.1 m) Boom Articulation (Lower Boom)0 to 120° RotationContinuous	55 FT		Including Truck	hour	\$	62.86
265	8487	Aerial Lift, Truck Mounted	LTEC AH85B MOUNTED ON 2024 FREIGHTLINER BUSINESS CLASS	Ground to Bottom of Platform*80 ft (24.4 m) Maximum Side Reach:48 ft (14.6 m) Boom Articulation (Lower Boom)0 to 95° RotationContinuous	80 FT		Including Truck	hour	\$	65.87
266	8488	Aerial Lift, Truck Mounted	LTEC AN67-E100 MOUNTED ON 2018 INTERNATIONAL WORKSTAR	Ground to Bottom of Platform*100 ft (30.5 m) Maximum Side Reach:52.7 ft (16.1 m) Boom Articulation (Lower Boom)0 to 120° RotationContinuous	100 FT		Including Truck	hour	\$	68.03
267	8489	Aerial Lift, Truck Mounted	LTEC AH125 MOUNTED ON 2018 FREIGHTLINER BUSINESS CLASS	Ground to Bottom of Platform*:120 ft (36.6 m) Maximum Side Reach50.4 ft (15.4 m) Boom Articulation (Lower Boom)0 to 87° RotationContinuousRotationContinuous	120 FT		Including Truck	hour	\$	78.43
268	8490	Aerial Lift, Self Propelled	JLG 340AJ Articulating Boom Lift	Horizontal Outreach:19-ft 11-in Platform Capacity Unrestricted:500-lb Max Platform Height:33-ft 10-in	33 FT	25		hour	\$	38.27
269	8491	Aerial Lift, Self Propelled	JLG 450AJ HC3 Articulating Boom Lift	Horizontal Outreach: 25-ft 0-in Max Platform Capacity: 1,000-lb Max Platform Height: 45-ft 0-in	45 FT	60		hour	\$	48.28
270	8492	Aerial Lift, Self Propelled	JLG 600AJ HC3 Articulating Boom Lift	Horizontal Outreach: 40-ft 6-in Max Platform Capacity: 1,000-lb Max Platform Height: 60-ft 0-in	60 FT	84		hour	\$	59.10
271	8493	Aerial Lift, Self Propelled	JLG 800AJ HC3 Articulating Boom Lift	Horizontal Outreach: 52-ft 3-in Max Platform Capacity: 1,000-lb Max Platform Height: 80-ft 4-in	80 FT	84		hour	\$	65.19
272	8494	Aerial Lift, Self Propelled	JLG 1250AJ Articulating Boom Lift	Horizontal Outreach: 63-ft 2-in Max Platform Capacity: 1,000-lb Max Platform Height: 125-ft 8-in	125 FT	75		hour	\$	151.13
273	8495	Aerial Lift, Self Propelled	JLG 1500AJ Articulating Boom Lift	Horizontal Outreach: 75-ft 0-in Max Platform Capacity: 1,000-lb Max Platform Height: 150-ft 0-in	150 FT	100		hour	\$	176.48
274	8496	Crane, Truck Mounted	2025 MANITEX 1970C MOUNTED ON 2025 PETERBILT 537	19,000 LBS	19,000 LBS	to 240		hour	\$	48.09
275	8497	Crane, Truck Mounted	2024 MANITEX 2281T MOUNTED ON 2024 PETERBILT 567	46,000 LBS	46,000 LBS	to 510		hour	\$	53.07
276	8498	Crane, Truck Mounted	2024 MANITEX 30100C MOUNTED ON 2024 PETERBILT 548	60,000 LBS	60,000 LBS	to 510		hour	\$	83.67
277	8500	Crane, Yard	2013 SHUTTLELIFT CD5520	20 ton capacity	20 ton capacity	to 100		hour	\$	113.69
278	8501	Crane, Rough Terrain	Broderson RT-300-2C	29983 lbs/15 tons		155		hour	\$	293.14
279	8502	Crane, All Terrain	2007 GROVE GMK2035E	69886 lbs/34.9 tons		157		hour	\$	226.10
280	8503	Crane, All Terrain	2006 GROVE GMK3055	119931 lbs/60 tons		349		hour	\$	285.76
281	8504	Crane, Crawler Mounted Lattice Boom	American HC-125 (disc. 2004)	250004 lbs/125 tons		245		hour	\$	338.94
282	8510	Saw, Concrete	Miscellaneous 4.6-14MC	14 In	14 In	to 14		hour	\$	12.69
283	8511	Saw, Concrete	Diamond CC6571D DIESEL LIQUID COOLED WALK BEHIND SAW	Interchangeable Blade	14 to 42 IN	to 71		hour	\$	27.60
284	8512	Saw, Concrete	Diamond CC9074DK Deep Cut Saw	60 IN	60 IN	to 74		hour	\$	50.69
285	8514	Chain Trencher, Wheel Mounted	Vermeer V120	60 in depth	31 in depth	to 116	60 in depth. Now saved in EW as V120.	hour	\$	286.18
286	8517	Jackhammer (dry)	Miscellaneous 25DRY	25 lbs	25	Air	Pneumatic Powered	hour	\$	1.64
287	8518	Jackhammer (wet)	Miscellaneous 30WET	30 lbs	30	Air	Pneumatic Powered	hour	\$	1.68
288	8521	Scraper	Caterpillar 631 (2019)	34 yard		to 570	Includes bucket.	hour	\$	341.78
289	8522	Scraper	Caterpillar 651	44 yard		to 629	Includes bucket.	hour	\$	504.75
290	8524	Scraper	Caterpillar 621 (2012)	24 yard		to 407	Includes bucket.	hour	\$	221.18
291	8540	Loader, Skid Steer	Bobcat 570			to 24	Includes bucket.	hour	\$	31.06
292	8541	Loader, Skid Steer	Bobcat 576			to 74	Includes bucket.	hour	\$	45.23
293	8542	Loader, Skid Steer	Bobcat 586			to 105	Includes bucket.	hour	\$	60.67
294	8549	Snow Plover, Salt Spreader	Henderson FSH-I Spreader	8.9 CY	8.9 CY	3.5	Includes bucket.	hour	\$	16.96
295	8550	Snow Blower, Truck / loader Mounted	WAUSAU SNOGO LR-44	114 in Cutting Width	114 in Cutting Width	325		hour	\$	83.95

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296	8551	Snow Blower, Truck Mounted	WAUSAU SNOGO 2000	102 in Cutting Width	102 in Cutting Width	218		hour	\$	111.34
297	8552	Snow Blower, Truck Mounted	WAUSAU SNOGO 3000	114 in Cutting Width	114 in Cutting Width	300		hour	\$	136.98
298	8553	Snow Blower, Truck Mounted	WAUSAU SNOGO 4000	120 in Cutting Width	120 in Cutting Width	400		hour	\$	162.44
299	8558	Snow Thrower, Walk Behind	Toro Power Max® 826 OE (37780)	40 ft throwing distance		5	Includes bucket.	hour	\$	3.69
300	8559	Snow Thrower, Walk Behind	Toro 74523 MultiForce 60-in Blower			TO 25		hour	\$	16.79
301	8559.1	SnowBroom	Oshkosh H-2518 Airport Runway Sweeper with 18' MB sweeper head			450-500		hour	\$	246.37
302	8560	Snow Blower, Self Propelled	RPM Tech TM36R Self-Propelled Snow Blower	3,500 Ton / hr	3,500 Ton / hr	to 385		hour	\$	189.90
303	8561	Snow Blower, Self Propelled	RPM Tech TM42R Self-Propelled Snow Blower	4,800 Ton / hr	4,800 Ton / hr	to 450		hour	\$	171.31
304	8561.1	Snow Blower	MTE Snow Mauler					hour	\$	317.59
305	8561.2	Snow Blower	Vammas PSB 4500MTE					hour	\$	331.33
306	8563	The Vammas 4500	Snow Remover	Working width 4.5 m		385	Includes bucket.	hour	\$	298.64
307	8564	The Vammas 5500	Snow Remover	Working width 5.5 m		460	Includes bucket.	hour	\$	328.24
308	8565	Oshkosh Pavement Sweeper	2005 Oshkosh H-Series Runway Broom (Model HB-2723)			420	Includes bucket.	hour	\$	245.82
309	8569	Dust Control De-ice Unit	Hydro Pump with 100-ft of 1/2-in hose					hour	\$	4.69
310	8572	Loader-Backhoe, Wheel	CAT Center-Pivot Backhoe Loader420	Net Power - SAE J1349 92 HP (68 kW) / 103 HP (76 kW) Dig Depth - Standard 14 ft Operating Weight - Maximum 24251 lb	14 FT	103		hour	\$	110.03
311	8573	Loader-Backhoe, Wheel	CAT Center-Pivot Backhoe Loader450	Net Power - SAE J1349:2011 131 hp Dig Depth - Standard 17 ft Operating Weight - Maximum 29321 lb	17 FT	131		hour	\$	128.68
312	8580	Distributor, Asphalt	2008 LEEBOY L500	550 gal	550 gal	16		hour	\$	14.97
313	8581	Distributor, Asphalt	Miscellaneous 1000G	1000-gal	1000-gal	38		hour	\$	33.08
314	8582	Distributor, Asphalt	Miscellaneous 2000G	2000-gal	2000-gal		PTO	hour	\$	32.92
315	8583	Distributor, Asphalt	Miscellaneous 4000G	4000-gal	4000-gal		PTO	hour	\$	58.07
316	8584	Distributor	Etnyre Chip Spreader	13-FT	13-FT	to 210		hour	\$	129.06
317	8590	Trailer, Rear Dump	25DU-20 BIG TEX 20' DUMP TRAILER 13 TON 25,000 GVWR 8x20	23.7 CY Dump Trailer		N/A		hour	\$	9.00
318	8591	Trailer, Rear Dump	2016 East EAST MANUFACTURING CORP End Dump Trailer	30 CY Dump Trailer		N/A		hour	\$	17.18
319	8600	Trailer, Equipment	2025 Big Tex Trailers 16TL Super Duty Tilt Bed Equipment Trailer	Width: 83" Length: 20', 22' GVWR: 17,500 lbs Cargo Capacity: 12,560—13,420 lbs				hour	\$	13.61
320	8601	Trailer, Equipment	Kaufman Trailers tri-axle	30 FT, 62,000 GVWR				hour	\$	15.80
321	8602	Trailer, Equipment	Miscellaneous DROP 3 60	60 ton		N/A		hour	\$	21.05
322	8603	Trailer, Equipment	Miscellaneous FLUSH 4 120	120 ton		N/A		hour	\$	33.95
323	8610	Trailer, Water	Miscellaneous 1200 4000	4000 gallon		N/A		hour	\$	17.09
324	8611	Trailer, Water	Miscellaneous 1200 6000	6000 gallon		N/A		hour	\$	24.45
325	8612	Trailer, Water	Miscellaneous 1500 10000	10000 gallon		N/A		hour	\$	30.77
326	8613	Trailer, Water	Miscellaneous 1500 14000	14000 gallon		N/A		hour	\$	37.74
327	8614	Truck - Water Tanker	FREIGHTLINER BUSINESS CLASS M2 106 PLUS	4000 galon tank		to 300		hour	\$	45.16
328	8621	Tub Grinder	Morbark 1000 Tub Grinder	up to 40 ton per hour		to 577		hour	\$	165.82
329	8622	Tub Grinder	Morbark 1300 Tub Grinder	up to 80 ton per hour		to 1050		Hour	\$	249.83
330	8623	Tub Grinder	Morbark 1600 Tub Grinder	up to 190 ton per hour		to 1200		hour	\$	352.95
331	8627	Horizontal Grinder	Vermeer HG6000 Horizontal Grinder			630		hour	\$	96.28
332	8628	Stump Grinder	2021 Vermeer SC852	23 IN Cutterwheel Diameter		74		hour	\$	55.28
333	8629	Stump Grinder	2024 Vermeer SC1052	26 IN Cutterwheel Diameter		115		hour	\$	56.33
334	8630	Sprayer, Seed	Reinco HG-5-HA, Trailer Mounted			20		hour	\$	10.07
335	8631	Sprayer, Seed	Reinco HG-10GXA2, Trailer Mounted			35	Single Drum	hour	\$	22.28
336	8632	Sprayer, Seed	Reinco HG-30GX, Truck Mounted			115		hour	\$	50.34
337	8633	Mulcher, Trailer Mntd	Finn B70			33.5		hour	\$	22.32
338	8634	Mulcher, Trailer Mntd	Reinco M65			54		hour	\$	27.99
339	8635	Mulcher, Trailer Mntd	Reinco M90			115		hour	\$	41.38
340	8636	Scraper	Wirtgen WR2400			563		hour	\$	492.02
341	8637	Trailer (Off Highway Bottom Dump)	Load King 2842	28.0 cu yd				hour	\$	25.30
342	8638	Rake	Barber Beach Sand Rake 600HD	15 feet (5m)				hour	\$	18.73
343	8639	Chipper	Wildcat 626 Cougar					hour	\$	42.44
344	8640	Trailer, Office	Miscellaneous 8X24					hour	\$	1.99
345	8641	Trailer, Office	7x12 Office Trailer					hour	\$	2.43
346	8642	Trailer, Office	0' Mobile Office Command Trailer w/ AC/Heat (Bathroom Optional)					hour	\$	14.90
347	8644	Trailer, Covered Utility Trailer	7-ft x 16-ft					hour	\$	6.29
348	8645	Trailer, Shower	12 Station Portable Restrooms Trailer Luxury Series					hour	\$	44.99
349	8650	Trencher	Seaman-Parsons T20			20		hour	\$	49.22
350	8651	Trencher	Seaman-Parsons T500			58		hour	\$	72.37

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351	8652	Trencher/Ditcher	New Holland B115B (disc. 2012)	1.5CY	1.5CY	108		hour	\$	73.50
352	8653	Trencher/Ditcher	New Holland T8.330 (disc. 2014)			284		hour	\$	151.12
353	8654	Trench Burner	Through-Pu average 10 to 12 Tons per hour	McPherson Systems air curtain destructor	nozzle length- 30 foot.	75		hour	\$	20.79
354	8660	Plow, Cable	Case MAXI-SNEAKER C (disc. 2003)	24-in	24-in	33.5		hour	\$	18.74
355	8661	Plow, Cable	Seaman-Parsons DP-60	18-in	18-in	82		hour	\$	57.52
356	8662	Plow, Cable	Seaman-Parsons DP-100	42-in	42-in	110		hour	\$	64.42
357	8670	Derrick, Hydraulic Digger	Miscellaneous 60/12- Hydraulic DiggerDerricks					hour	\$	27.09
358	8671	Derrick, Hydraulic Digger	Miscellaneous 990/14 - Hydraulic DiggerDerricks					hour	\$	47.61
359	8672	Movax SP-60	28-32 ton Head			178		hour	\$	134.98
360	8673	Truck, Concrete Mixer	Mixer Capacity = 13 cy	13-CY	13-CY	285.0	Saved in EW as 8680-1. Somehow was changed from Truck, Fire Aerial Platform to concrete mixer.	hour	\$	93.46
361	8680	Truck, Fire, Engine Type 1	KME K-180 Side Mount Pumper	Waterous CSU 1500 GPM FRC InControl Pressure Governor 1000 Gallons Water 20 Gallons Foam Pre-Connects: (2) 1-3/4" Crosslays, (1) 2-1/2" Crosslay and 1-1/2" Front Trashline Discharges: (1) 2-1/2" Left, Right and Rear, (1) LDH Discharge right, Deck Gun TFT Extenda-Gun on Deluge Riser UPF Water Tank	Pump GPM:1500 Tank Size:1000 GA	to 500		Hour	\$	162.44
362	8681	Truck, Fire, Engine Type 2	Freightliner	Hale QMAX 1500 GPM Top-Mount Pump 1500 Gallon Polypropylene Tank Driver's Side Discharges: (2) 2 1/2" Front Discharges: (1) 2" Crosslays/Speedlays: Crosslays: (2) 1 3/4" Officer's Side Discharge: (2) 2 1/2" Rear Discharges: (1) 2 1/2" Driver's Side Suction: (1) 2 1/2", (1) 6" Officer's Side Suction: (1) 2 1/2", (1) 6" Deck Gun Included	Pump GPM:1500 Tank Size:1500 GA	350		Hour	\$	115.72
363	8682	Truck, Fire, Engine Type 3	Freightliner		Pump GPM:500 Tank Size:500 GA	350		hour	\$	90.66
364	8683	Truck, Fire, Engine Type 4	International		Pump GPM:50-250 Tank Size:800 GA	350		hour	\$	81.58
365	8684	Truck, Fire, Type 5, 6 & 7	Cummins 6.7L Diesel EngineAisin AS69RC Automatic Transmission	Pump & Tank Hale HPX200 160 GPM Pump 450 Gallon Tank 12 Gallon Foam Cell	Pump GPM:160 Tank Size:450 GA	350		hour	\$	82.87
366	8685	Truck, Fire, Aerial Ladder	107' Heavy-Duty Aerial Ladder	Flow Capacity1,500 gpm Hosebed Capacity1,000' of 5" or split load 700' of 5" & 600' of 3" hose Ladder ComplementMinimum of 115' Ladder Reach107' Vertical / 100' Horizontal Operating Range10" to 77" Payload Capacity750 lb dry / 500 lb wet Pump RangeWaterous, Hale, Darley Midship, PTO TankUp to 500 gallons Wind or Ice RatingsUp to 50 mph winds and 1/4" of ice		500		hour	\$	260.51
367	8686	Truck, Fire, Aerial Platform	110' Heavy-Duty Aerial Platform	Flow Capacity1,250 gpm (4,732 L/m) Hosebed Capacity1,000' (304.8m) of 5" (12.7cm) or split load 700' (213.4m) of 5" (12.7cm) & 600' (182.9m) of 3" (7.6cm) hose Ladder ComplementMinimum of 115' (35.1m) Ladder Reach110' (33.5m) Vertical / 90' (27.4m) Horizontal Operating Range10" to 77" Payload Capacity750 lb dry / 500 lb wet (340kg dry/227kg wet) Pump RangeWaterous, Hale, Darley Midship, PTO TankUp to 500 gallons (1,892L) Wind or Ice RatingsUp to 35 mph (56 km/h) winds and .25" (.64cm) of ice		500		hour	\$	346.39
368	8687	Truck, Fire, Articulating Boom	55' or 61' reach (16.76m or 18.59m)	Flow Capacity1,000 gpm (3,785 L/m)Hosebed CapacityVaries depending on configuration Ladder ComplementMinimum of 48' ladder Reach55' or 61' (16.76m or 18.59m) Vertical / 45'5" or 51' (13.84m or 15.55m) Horizontal Operating Range5" to 85"Payload Capacity500 lb dry / 250 lb wet Pump RangeWaterous, Hale, Darley Midship, PTOTankVaries depending on configuration Wind or Ice RatingsUp to 20 mph (32km/hr) winds and 1/4" (.64cm) of ice		500		hour	\$	260.51

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369	8688	Truck, Fire, Tractor Ladder	107" Heavy-Duty Tiller Aerial Ladder	Flow Capacity1,500 gpmHosebed Capacity1,000' of 5" Ladder ComplementUp to 250' (depending on configuration)ladder Reach107' Vertical / 100' Horizontal Operating Range10" to 77"Payload Capacity750 lb dry / 500 lb wet Pump RangeWaterous, Hale, Darley Midship, PTOTankUp to 300 gallons Wind or Ice RatingsUp to 50 mph winds and 1/4" of ice		500			\$	289.13
370	8689	Truck, Fire, Support Water Tender S1	al HV 613 with an International A-26 engine, 450 HP, and 1750 lb.ft of torque.		Tank Min Capacity (Gal): 4000 Pump Min Flow (GPM): 300 PSI: 50 Max Refill Time (Mins): 30	450		hour	\$	116.08
371	8690	Truck, Fire, Support Water Tender S2	F-L M2 106, 360EV HP, 2 Door, Single Axl		Tank Min Capacity (Gal): 2500 Pump Min Flow (GPM): 200 PSI: 50 Max Refill Time (Mins): 20	360		hour	\$	99.79
372	8691	Truck, Fire, Support Water Tender S3	F-L M2 106, 360EV HP, 2 Door, Single Axl		Tank Min Capacity (Gal): 1000 Pump Min Flow (GPM): 200 PSI: 50 Max Refill Time (Mins): 15	360		hour	\$	107.70
373	8692	Truck, Fire, Tactical Water Tender T1	INTL HV 507 SFA		Tank Min Capacity (Gal): 2000 Pump Min Flow (GPM): 250 PSI: 150	350		hour	\$	98.04
374	8693	Truck, Fire, Tactical Water Tender T2	INTL HV 507 SFA		Tank Min Capacity (Gal): 1000 Pump Min Flow (GPM): 250 PSI: 150	350		hour	\$	97.76
375	8700	Truck, Flatbed	Miscellaneous 4X2 15KGVW DSL			200		hour	\$	33.37
376	8701	Truck, Flatbed	Miscellaneous 4X2 25KGVW GAS			275		hour	\$	50.90
377	8701.1	Truck, Flatbed	Miscellaneous 4X2 25KGVW DSL			200		hour	\$	33.69
378	8702	Truck, Flatbed	Miscellaneous 4X2 30KGVW DSL			217		hour	\$	43.00
379	8703	Truck, Flatbed	Miscellaneous 6X4 45KGVW DSL			380		hour	\$	65.09
380	8708	Trailer, semi	48ft spread axle flatbed					hour	\$	10.38
381	8709	Trailer, semi	Enclosed 48ft, 2 axle trailer					hour	\$	11.57
382	8710	Trailer, semi						hour	\$	11.17
383	8711	Flat bed utility trailer	Non-Tilt Deck Utility Trailers - TOW 2 1 6			NA		hour	\$	2.88
384	8711.1	Sewer Camera Inspection Truck	sewer Inspection Trucks, Reefer/Refrigerated Truck, Cutaway-Cube Van - E450					hour	\$	16.71
385	8711.2	Sewer Inspection Camera	Aries Pathfinder System Control Center, Work Station					hour	\$	98.03
386	8712	Cleaner, Sewer/Catch Basin	Mongoose Jetters Model 123 Sewer Jetter (12 GPM @ 3000 PSI)	Pump: 12 GPM @ 3000 PSI Tank Capacity: 150 Gallons Engine: 24 hp 690 cc Gas Hose Reel: 3/8" Hose, 250' Capacity Axle: 3,500lbs (single axle trailer) Tank Capacity: 300-600 gallons	Pump: 12 GPM @ 3000 PSI Tank Capacity: 150 Gallons	24		hour	\$	19.58
387	8713	Cleaner, Sewer/Catch Basin	Mongoose Jetters Model 254 Sewer Jetter (25 GPM @ 4000 PSI)	Pump: 25 GPM @ 4000 PSI Engine: 74hp Tier IV Turbo Diesel Engine Hose Reel: 5/8" Hose, 500' Capacity Axle: 7,000lbs	Pump: 25 GPM @ 4000 PSI Tank Capacity: 300-600 gallons	74		hour	\$	25.32
388	8714	Combined Sewer Cleaning	Vacuum Truck 800 Gal Spoils/400 Gal Water			74		hour	\$	29.07
389	8714.1	Vector Combine Vacuum Truck	International 7500 Vactor 2100 Plus Hydro Excavation Vacuum T	12 CY Debris Tank 8" Suction Hose	13 CY Debris Tank 8" Suction Hose	310		hour	\$	99.66
390	8714.2	Combined Sewer Cleaning		1500 gal Water	1500 gal Water	N/A		hour	\$	23.75
391	8714.3	Combined Sewer Cleaning		500-1500 gals	500-1500 gals	N/A		hour	\$	16.44
392	8714.4	Combined Sewer Cleaning (Accessory	Miscellaneous SH-4/25	4-IN	4-IN	0	50-FT of 4-IN hoses @\$0.60/Hour for Vac Truck	hour	\$	0.27
393	8715	Truck, Hydro Vac	500-gal debris tank;			N/A		hour	\$	21.27
394	8716	Leaf Vac	XtremeVac DCL800SM Series Leaf Loader Truck Mounted	Aux Engine is a 74 HP John Deere T4F Diesel Engine. Engine Remote Oil Drain. DCL Bottom Exhaust for Box. Wireless CAN Bridge Between Cab and HL Body. 28" Suction Impeller with (6) 3/8" Thick T-1 Steel Blades, 3 Groove Power Band Belt Driven, 40 Gallon Poly Fuel Tank. Electronic Engine Controls with Safety Shut Downs. 13" Clutch Assembly with 2.25" PTO Shaft and Safety Engagement. 16" x 144" Urethane Suction Hose with Steel Nozzle. 1/4" Thick Skid Deck with Channel Members on Ends.	25 CY	N/A	2024 ODB DCL800SM25HL	hour	\$	64.60
395	8719	Litter Picker	Miscellaneous TRAC MOUNT ENG DRIV	Broom Length 72.0 in		18		hour	\$	8.27
396	8720	Truck, Dump	2026 FREIGHTLINER BUSINESS CLASS M2 106	7-CY	7-CY	330		hour	\$	55.28

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397	8721	Truck, Dump	2026 FREIGHTLINER BUSINESS CLASS M2 106	9-CY	9-CY	350		hour	\$	100.63
398	8722	Truck, Dump	2025 FREIGHTLINER BUSINESS CLASS M2 106 PLUS	12-CY	12-CY	350		hour	\$	120.74
399	8723	Truck, Dump	2025 FREIGHTLINER 108SD	14-CY	14-CY	470		hour	\$	122.94
400	8724	Truck, Dump	2025 FREIGHTLINER 114SD PLUS	18 CY	18 CY	525		Hour	\$	147.99
401	8730	Truck, Garbage				255		Hour	\$	62.97
402	8731	Truck, Garbage				325		Hour	\$	69.44
403	8733	E=BAM Services						Hour	\$	3.60
404	8734	Attenuator, Safety	Scorpion II® TMA Truck Mounted Attenuator	Weight1,975 lbs (900kg)LengthTravel/Storage 2' 5" (.74 m)Deployed 12' 10" (3.93 m)Width8' (2.45 m)HeightTravel/Storage 10' 6" (3.05 m)Deployed 12" ± 1" (305 mm ± 24.4 mm)				Hour	\$	4.53
405	8735	Truck, Attenuator	2025 MACK MD6	2025 Mack MD64 with Curry Supply Crash Attenuator Body. Truck equipped with Cummins ISB6.7 300HP, Allison 2500 RDS Automatic 6speed Transmission.		300		Hour	\$	4.90
406	8736	Truck, Tow	ER Rollback Tow Truck, Roll Off Truck, Flatbed Truck - BUSINESS C	FLOOR CAPACITY – 20,000LBS WINCH CAPACITY – 15,000LBS TOW BAR LIFT – 8,000LBS Payload Capacity:6,345 to 7,418 lbs Seating Capacity:2-3 Max Available GVWR:11,030 lbs Base Curb Weight:4,685 lbs Max Available GCWR:15,249 lbs Max Towing:7,500 lbs [1] Payload Capacity:6,250 lbs Seating Capacity:2-3 Cargo Volume:469 cu ft Max Available GVWR:12,125 lbs Max Towing:7,500 lbs	GVW TOTAL – 33,000LBS	350		Hour	\$	51.83
407	8744	Van, Custom	2025 Sprinter Cab Chassis	Max Towing:7,500 lbs [1] Payload Capacity:3,109 lbs Seating Capacity:15 Cargo Volume:117 cu ft Max Available GVWR:9,480 lbs	Wheelbase:170 in	211		Hour	\$	33.29
408	8745	Van, Cargo	2025 Sprinter Cargo Van	Max Towing:7,500 lbs Payload Capacity:2,150 lbs Seating Capacity:2 Towing Capacity:5,000 lbs [1] Cargo Volume:199.2	170" Extended Wheelbase High Roof	211		Hour	\$	35.13
409	8747	Van, Passenger	2025 Sprinter Passenger Van	Max Available GVWR:9,480 lbs Payload Capacity:1,720 lbs Seating Capacity:8 Cargo Volume:37.43 Cu. Ft	15 Passenger	211		Hour	\$	27.90
410	8748	Van, Small Cargo	2025 Metris Cargo Van		Wheelbase:135 in	208		Hour	\$	23.42
411	8749	Van, Small Passenger	2025 Metris Passenger Van		8 Passenger	208		Hour	\$	23.86
412	8750	Vehicle, Small						Hour	\$	8.22
413	8753	Vehicle, Recreational						Hour	\$	5.13
414	8754	Motor Coach	GVW=50534, 56 Passenger + 1-Driver			430		Hour	\$	82.69
415	8755	Golf Cart						Hour	\$	6.68
416	8761	Vibrator, Concrete	Miscellaneous 2-7/21 - Motor-in-Head			2	Added from EW	Hour	\$	1.79
417	8770	Welder, Portable	Miller Bobcat 230 (Kohler) Engine Driven Welder 907824	Output Range DC stick 20–230 A MIG/flux-cored 14–25 V Auxiliary Power Output Rated at 104°F (40°C) 11,000 watts peak, 9,500 watts continuous				Hour	\$	5.33
418	8771	Welder, Portable	Miscellaneous DIESEL 300 DC-CC		33	33	Added from EW	Hour	\$	10.98
419	8772	Welder, Portable	Miller Big Blue 600 Pro (Kubota) Deluxe w/ArcReach 907737001	Output Range DC stick/TIG 20–600 A DC MIG/FCAW 15–50 V Auxiliary Output Rated at 104°F (40°C) 3-phase 27,000 watts peak, 20,000 watts continuous 1-phase 15,000 watts peak, 12,000 watts continuous				Hour	\$	19.79
420	8773	Welder, Portable	er Big Blue 800 Duo Air Pak (Deutz) Diesel Welder w/WIC & ArcR	Output Range Single weld mode CC: 40–800 A, CV: 15–50 V Dual weld mode CC: 20–400 A, CV: 15–50 V Auxiliary Output Rated at 104°F (40°C) 3-phase 27,000 watts peak, 20,000 watts continuous 1-phase 15,000 watts peak, 12,000 watts continuous				Hour	\$	20.17
421	8780	Truck, Water	Miscellaneous DSL 4X2 2500		2500	150	Added from EW	Hour	\$	35.05
422	8781	Truck, Water	Miscellaneous BB2 DSL 6X4 4000 (disc. 1994)		4000	250	Added from EW	Hour	\$	53.72
423	8789	Truck, Tractor	FREIGHTLINER BUSINESS CLASS M2 106 PLUS 4X2		26,001 - 33,000 pounds	to 350		Hour	\$	75.13
424	8790	Truck, Tractor	FREIGHTLINER BUSINESS CLASS M2 106 6X4		33,001 to 52,000 pounds	to 450		Hour	\$	91.10
425	8793	Truck	Ford F-450 Cutaway Truck (disc. 2018)		390	390	Added from EW for 2022	Hour	\$	66.13
426	8794	Truck, Freight	Dodge Ram Chassis S500		275	275	Added from EW for 2022	Hour	\$	27.84
427	8795	Truck, backhoe carrier	Miscellaneous 4X2 25KGVW DSL		380	380	Added from EW for 2022	Hour	\$	34.28
428	8796	Truck, freight	Enclosed w/lift gate. Heavy duty, class 7					Hour	\$	36.72
429	8797	Truck, freight	M2-106 4x2 Diesel (disc. 2015)			250		Hour	\$	54.34
430	8800	Truck, Pickup	Any Size Pick Up Per Mile cost					Mile	\$	0.70
431	8801	Truck, Pickup	Miscellaneous 4X2 1/2 160 CONV DSL			160	Added from EW	Hour	\$	17.51
432	8802	Truck, Pickup	4X2 1 195 CONV DSL			195	Added from EW	Hour	\$	17.45
433	8803	Truck, Pickup	4X2 1 1/4 360 CONV DSL			360	Added from EW	Hour	\$	27.82
434	8804	Truck, Pickup	4X2 1 1/2 300 CONV DIESEL			310	Added from EW	Hour	\$	29.09
435	8805	Truck, Pickup	Miscellaneous 4X2 1 3/4 360 CONV DSL			360	Added from EW. Was 300-HP.	Hour	\$	34.02
436	8806	Truck, Pickup	Miscellaneous 4X2 3/4 160 CONV DSL			160	Added from EW	Hour	\$	14.48
437	8807	Truck, Pickup	Miscellaneous 4X4 3/4 285 CREW GAS			285	Added from EW	Hour	\$	18.71

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438	8808	Truck, Pickup	4X4 1 340 CREW DSL			340	Added from EW	Hour	\$	31.54
439	8809	Truck, Pickup	4X4 1 1/4 360 CREW GAS			360	Added from EW	Hour	\$	35.27
440	8810	Truck, Pickup	4X4 1 1/2 362 CREW GAS			362	Added from EW	Hour	\$	35.75
441	8811	Truck, Pickup	4X4 1 3/4 362 CREW GAS			362	Added from EW	Hour	\$	34.59
442	8822	Truck, Loader	2023 BARKO 495B	CSI 264 Ultra Delimber, 48" Rotobec Grapple, Pitts Hydraulic Trailer, Ground Saw Ready,				Hour	\$	75.83
443	8823	Chipper- Wood Recycler	2021 BANDIT 2460T BEAST RECYCLER			560		Hour	\$	186.25
444	8824	Skidder	John Deere 640L-II (2020)			237		Hour	\$	114.41
445	8825	Skidder	John Deere 948L-II (2020)			300		Hour	\$	136.80
446	8840	Truck, service						Hour	\$	46.29
447	8841	Truck, fuel	Miscellaneous BB2 Gas 4X2 2000					Hour	\$	42.54
448	8842	Mobile Command Center Trailer						Hour	\$	182.51
449	8843	Mobile Command Center Vehicle	GVWR: 54600 lbs			up to 550		Hour	\$	333.86
450	8844	Mobile Communications Trailer	Multi-purpose Mobile Mast System	Tower trailer with generator, antenna and station repeater.	Up to 60 foot height				\$	13.46
451	8870	Light Tower	Generac MLT4080 8kW Mobile LED Light Tower	25 FT	25 FT	to 13	Added from EW	Hour	\$	8.71
452	8871	Light Tower	Generac MLT4200 20kW Mobile Light Tower	25 FT	25 FT	to 40	Added from EW	Hour	\$	5.49
453	8872	Sand Bagger Machine	Ultimate Bagger Sandbag Filling Machine	1200 Bags per Hour Filling and Sealing	2 Cubic Yard Hopper			Hour	\$	42.95
454	8900	Helicopter	2018 Bell 407 GXi EMS- Ambulance	Ambulance				Hour	\$	2,795.22
455	8901	Helicopter	2018 Bell 407GX	7 Place Corporate Interior (2) Crew & (5) Passengers	7 Place Corporate Interior (2) Crew & (5) Passengers			Hour	\$	1,958.83
456	8902	Helicopter	Leonardo/Agusta Westland AW169	1 person crew and can transport up to 8 passengers	1 person crew and can transport up to 8 passengers			Hour	\$	4,157.36
457	8903	Helicopter	Sikorsky S-92	2 person crew and can transport up to 22 passengers.	2 person crew and can transport up to 22 passengers.			Hour	\$	6,430.46
458	8904	Helicopter	Sikorsky S-70M Firehawk helicopter	1,000-gallon belly tank and other firefighting gear.	1,000-gallon belly tank and other firefighting gear.			Hour	\$	10,310.57
459	8906	Fixed wing	Cessna Turbo Stationair HD	Maximum Range 703 nm Maximum Cruise Speed 161 ktas Maximum Passengers 6 Maximum Range 703 NM	6 Passenger			Hour	\$	661.42
460	8907	Fixed wing	Cessna Caravan EX	Maximum Cruise Speed 186 ktas Maximum Passengers 10-14 Maximum Range 1,070 NM	10 to 14 Passengers			Hour	\$	1,530.01
461	8914	Fixed wing	Cessna SkyCourier (Passenger)	Maximum Cruise Speed 210 ktas Maximum Passengers 19 Maximum Range 920 NM	19 Passenger			Hour	\$	2,788.54
462	8915	Fixed wing	Bombardier Challenger 3500 (Jet)	Maximum Cruise Speed 882 KM/H Maximum Passengers 10 Maximum Range 3,400 NM	10 Passenger			Hour	\$	7,890.84
463	8916	Fixed wing	Bombardier Global 8000	Maximum Cruise Speed 940 KM/H Maximum Passengers 19 Maximum Range 8,000 NM	19 Passenger			Hour	\$	9,604.18
464	8943	Wire Puller Machine	UD-50 Underground Puller	Engine 8-10 Hp TBA Fuel Capacity 1.25 gallons Pulling Rope 3/8 in. dia. Steel Cable Reel Capacity 1,500 ft. (3/8 in. dia.) Skid Frame Construction Steel tubing, continuous-weld Wheel Configuration & Tires 14 x 5.5 Drop Center; ST205-75R 14BC Brakes, trailer Electric, Standard Maximum Continuous Tension of 5,000 lbs @ 4 MPH				Hour	\$	23.24
465	8944	Wire Tensioning Machine	HOGG DAVIS OLT-38 BULLWHEEL TENSIONER	Bullwheel Diameter 38in Reel Capacity 54in W x 90in D Maximum Reel Weight 8,000 lbs.				Hour	\$	18.33

November 1, 2025

To: CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCIES

SUBJECT: **Updated 2025 Rate Letter effective November 1, 2025, for all California Fire Assistance Agreement (CFAA) orders and requests.**

Dear Chief:

The following reimbursement rates apply to responses under the terms and conditions of the CFAA for the period beginning **November 1, 2025**.

IMPORTANT TO NOTE: On July 23, 2025, the Federal Emergency Management Agency (FEMA) updated its Schedule of Equipment Rates effective July 1, 2025, resulting in significant reductions for many fire apparatus and support equipment categories that directly affect reimbursements in California under the current terms and conditions of the California Fire Assistance Agreement (CFAA). Recognizing the operational and fiscal impacts of these changes, the CFAA Committee extended the previous rate letter to allow additional time for the California Governor's Office of Emergency Services (Cal OES) to engage with FEMA.

A resolution addressing California's equipment rate disparity has not yet been reached. Accordingly, the CFAA Committee will proceed in accordance with Section 16.5 of the CFAA and adhere to FEMA's updated schedule of equipment rates.

Cal OES remains engaged with FEMA to work toward a sustainable solution that supports critical resource readiness and response. We are committed to advocating for California specific equipment rates that accurately reflect the State's operational conditions and cost realities, in hopes to secure formal recognition within FEMA's reimbursement framework.

Personnel Base Rates: These rates ONLY apply if your agency does NOT have rates on file.

- Overhead at or above Strike Team/Task Force Leader: \$38.16 (ST) \$57.24 (OT) per hour
- Engine Company and Overhead at or below Strike Team/Task Force Leader (Trainee): \$29.98 (ST) \$44.97 (OT) per hour

NOTE: Base Rates are required to be shown at straight time (ST) on the annual salary survey; however, agencies will be reimbursed at an overtime rate (OT) of time and one half at invoicing for base rates. Both straight and overtime rates are reflected above.

The following apparatus rates will apply to responses effective at the time of initial dispatch:

- There is a 16-hour maximum allowable charge per 24-hour period from the time of initial dispatch.

Emergency Apparatus Rates	
Typing	Hourly
Type I	\$162.44
Type II	\$115.72
Type III	\$90.66
Type IV	\$81.58
Type V – VII	\$82.87
Water Tender Tactical I	\$98.04
Water Tender Tactical II	\$97.76

Reimbursement shall be calculated on a daily basis for local jurisdiction support equipment:

Support Equipment Rates	
Government Owned Vehicles	Daily
Sedan	\$144.00
Pickup	\$176.00
Van	\$254.00
SUV	\$242.00
Other (3/4 ton & above)	\$197.00

Privately Owned Vehicle rate will be reimbursed on a per mile basis:

Privately Owned Vehicle Rate
\$0.70

Rental Vehicle rates will be reimbursed using the state rates below based on incident position:

- Class types in the Rent-A-Truck Rates section will be charged an additional \$.20 per mile for all miles travelled.

Rent-A-Car Rates		
Class Type	Daily	Weekly
Compact Sedan	\$42.37	\$183.28
Mid-Size / Intermediate	\$42.37	\$183.28
Standard Sedan	\$43.77	\$189.32
Full Size Sedan	\$43.77	\$189.32
Hybrid Electric Vehicle	\$52.70	\$271.34
Plug-In Hybrid / Zero Emission	\$60.51	\$311.56
Four Wheel Drive / Compact SUV	\$59.31	\$296.55
Medium SUV	\$83.94	\$432.23
Large SUV	\$117.42	\$604.60
Compact Pickup Truck / 1/2-ton Pickup Truck	\$72.78	\$345.94
Mini Van	\$61.62	\$317.31
Rent-A-Truck Rates		
¾ Ton Pickup Truck w/Tow	\$95.10	\$587.62
1-Ton Pickup	\$111.85	\$691.05
Large Van	\$139.74	\$719.52
Cargo Van	\$97.80	\$503.57
15' Cutaway Box Van w/Ramp	\$85.60	\$440.80
16' Box Truck	\$103.89	\$534.97
24' Box Truck	\$122.19	\$629.15
26' Box Truck	\$122.19	\$629.15
14' – 16' Stake Bed	\$103.89	\$534.97
20' – 24' Stake Bed	\$122.19	\$629.15

Lodging, Meals, and Incidentals will be reimbursed at the rates below:

Lodging Rate
\$151.00
*Reimbursed up to a ceiling of 150%

Meal and Incidental Rates	
Breakfast	\$19.00
Lunch	\$22.00
Dinner	\$32.00
Incidentals	\$5.00

The de minimis administrative rate will be added to the total of approved reimbursements unless an agency specific rate is submitted:

De minimis Administrative Rate
15.00%

REQUIRED SIGNATURE:

Each fire agency's **authorized representative** is required to sign all applicable rate and form submissions within the Mutual Aid Reimbursement System ([MARS](#)). By signing, the representative certifies, **under penalty of perjury**, that the information provided is accurate to the best of their knowledge and that the agency will comply with the terms and conditions of the California Fire Assistance Agreement (CFAA) and its internal accounting and reimbursement standards. Fire agencies must acknowledge acceptance of either the established base rate(s) and/or their agency's salary rates through this required signature process.

Pursuant to the CFAA, each local fire agency shall submit an **annual signed salary survey**. Failure to provide a signed salary survey from the agency's authorized representative will result in Cal OES having **no basis to process reimbursement** for any CFAA-authorized responses.

REVIEW:

Upon request, fire agencies shall provide Cal OES with supporting documentation used to establish their rates and methods of compensation. Cal OES will annually select a sample of agencies for review by Cal OES and the CFAA Committee. Agencies must submit all requested documentation within **thirty (30) calendar days** of notification. This process does not supersede the **Examination and Audit** provisions established within the Agreement.

For questions regarding the updated annual rate letter or [Instructions for Completing the Cal OES Salary Survey](#) in MARS, please contact the Fire and Rescue Branch support staff at (916) 845-8711 or cfaareimbursement@caloes.ca.gov.

For questions related to the management and oversight of the CFAA, please contact Deputy Chief Lori Lopez at lori.lopez@caloes.ca.gov.

Sincerely,



Lori Lopez
Deputy Chief of Administration
California Governor's Office of Emergency Services
Fire and Rescue Branch

Policy Statement: Opposition to Reductions in FEMA Schedule of Equipment Rates

Purpose

This policy statement articulates the position of Inyo County in opposition to recent reductions in FEMA's Schedule of Equipment Rates (SER). The intent is to safeguard equitable reimbursement for applicant-owned equipment deployed in disaster response and recovery, and to preserve critical, life-saving mutual aid arrangements.

Background

FEMA's SER establishes standardized reimbursement rates for equipment used by state, local, Tribal, and territorial governments during federally declared disasters. Recent reductions in these rates have created financial strain on jurisdictions, particularly those with limited budgets, by shifting costs away from the federal government and onto local communities. Volunteer fire departments providing mutual aid are especially vulnerable to FEMA's SER reductions because they rely heavily on limited budgets, donated labor, and aging equipment. Lower reimbursements increase financial strain, reduce readiness, and may discourage participation in mutual aid agreements.

Inyo County Aid

Inyo County volunteer fire departments ran 22 significant fire-related calls in 2025 – 12 of which were calls for mutual aid on out-of-county incidents. Departments sent nine out-of-county strike teams to assist neighboring agencies.

In total, 148 local volunteers spent 138 days – or 21,396 hours – on the Eaton, Palisades, Border II, Inn, Dry, Wolf, Madre, Dale, Gifford, Gold/Gifford, Rosa/Gifford, Picket, Dillon, Garnet, and Pack fires.

Impact

Local fire departments will receive anywhere from 23 percent to 46 percent less in reimbursements, depending on the type of equipment involved. Use of Type III Engines on the Gifford Fire, for example, will be reimbursed at a loss of \$17,379.92 from previous

rates. This rate schedule is simply not sustainable for smaller agencies providing mutual aid.

Policy Statement

Inyo County opposes reductions in FEMA's Schedule of Equipment Rates. We affirm that:

- Adequate reimbursement is essential to maintain readiness and ensure rapid deployment of critical equipment during emergencies.
- Reduced rates disproportionately impact smaller and rural jurisdictions, undermining equitable disaster response.
- Federal disaster assistance must remain a reliable partner in supporting communities, not become a source of additional financial burden.
- When volunteer departments reduce participation in mutual aid, neighboring communities lose critical surge capacity during wildfires, floods, or mass-casualty incidents. FEMA must not add to the vulnerability in regions where volunteers are the backbone of fire protection.

Accordingly, Inyo County calls upon FEMA to restore or maintain reimbursement levels that reflect the true costs of equipment ownership, operation, and maintenance.



INYO COUNTY BOARD OF SUPERVISORS

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INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-864

Brown Act Review County Counsel NO ACTION REQUIRED

ITEM SUBMITTED BY

John Vallejo, County Counsel

ITEM PRESENTED BY

John Vallejo, County Counsel

RECOMMENDED ACTION:

Receive refresher presentation regarding the Brown Act.

BACKGROUND / SUMMARY / JUSTIFICATION:

Incoming Chair Orrill requested that the Board receive a presentation regarding the Brown Act and the recent updates to that law created by SB 707. This presentation reviews the open meeting law requirements applicable to the Inyo County Board of Supervisors. As you will see, the vast majority of the requirements applicable to Inyo County remain wholly or largely unchanged. The main thrust SB 707's changes are aimed at "Eligible Legislative Bodies" which are defined, in relevant part, as Counties with a population of 30,000 or more.

FISCAL IMPACT:

N/A

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may decline to hear the presentation.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Improved Access to Government

APPROVALS:

Darcy Israel	Created/Initiated - 12/16/2025
Darcy Israel	Approved - 12/16/2025
John Vallejo	Approved - 12/29/2025
Denelle Carrington	Final Approval - 12/29/2025

ATTACHMENTS:

1. 2026 Brown Act Presentation

The Brown Act

Inyo County Counsel's Office
2026

Declaration of Public Policy

◇? Government Code § 54950

- ◇? In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly.
- ◇? The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.

Purpose



- To facilitate public participation in local government decisions
- To curb misuse of the democratic process by public bodies

Application

- The Brown Act applies to:
 - ◇ Local agencies
 - ◇ Legislative bodies (and subsidiary bodies created by the Legislative body) and their members
 - ◇ Persons elected or appointed to legislative bodies, even prior to assuming office
 - ◇ Boards and commissions created by statute or ordinance

Open Meetings

All of the deliberative processes of legislative bodies, including discussion, debate and the acquisition of information, must be open and available for public scrutiny (limited exceptions are discussed later in this presentation).



Public Participation

- Members of the public can attend and testify, without giving their names.
- Information given to the legislative body in connection with an open meeting must be equally available to members of the public.
- Unless it's disruptive, any person may record (video or audio) or broadcast an open meeting.

Voting



- No private votes (except for closed session matters)
- The legislative body must publicly report actions taken and the vote or abstention on that action of each member present during open session – and for specified closed session actions.

Opportunity to Speak

- Every regular meeting agenda must provide opportunity for the public to speak:
 - On all items on the agenda
 - Before (beginning of meeting), or during consideration of, each item
 - On items not on the agenda (but within the jurisdiction of the legislative body)

Reasonable Regulations



- ◇? The legislative body may not:
- ◇? Prohibit a speaker from criticizing the policies, procedures, programs or services of the agency or the acts or omissions of the legislative body.

Public Access

- Agendas or any other writings, unless exempt from disclosure, distributed to all or a majority of the members of a legislative body for discussion or consideration at a public meeting must be made publicly available and are otherwise disclosable to the public upon request.

Meeting

Any congregation of a majority of the members of a legislative body to hear, discuss, deliberate or take action on a matter within the subject matter jurisdiction of the agency



Serial Meetings Prohibited

- Serial meetings – a series of communications, each of which involves less than a quorum of the legislative body, but when taken as a whole, involve a majority of the body's members
 - Conducted through direct communications, personal intermediaries or technological devices to discuss, deliberate or take action on any item of business that is within the SMJ of the legislative body

Examples of Serial Meetings



◇ Chain (A-B-C)

◇ A talks to B

◇ B talks to C

◇ Hub (A-B, A-C)

◇ A talks to B

◇ A talks to C

E-mail deliberations prohibited

A quorum of members may not e-mail each other about a topic within the jurisdiction of the body without violating the Brown Act



Social Media

- AB 992 (2020)
- Under these rules, Board Members may use “publicly open and accessible” social media to:
 - Answer questions posed by the public
 - Provide information to the public
 - Solicit information from the public
- Board Members may not respond to the posts of other Board Members (no “likes” or emojis either)

“Meeting” does not include:

- Contacts by individual board members with the public
- Attendance at a standing committee meeting (observation only)
- Purely social or ceremonial occasions
- ◆ Attendance at open & noticed meetings of other local agencies
- ◆ Attendance at conferences open to the public on issues of general interest to the public or public agencies
- ◆ Town meetings or similar gatherings which are open, noticed and organized by a person or organization other than the local agency

But, don't talk shop outside of the program!

Teleconferencing

◆ Traditional Rules:

- ◆ Quorum in person within jurisdiction.
- ◆ Remote location(s) listed on the agenda, agenda posted at remote site(s), and remote location available for public participation.
- ◆ Updated after COVID and again in 2026.



SB 707 Updates

- Remote participation option for ADA now expressly required.
- Salaries and Benefits oral report expressly includes Department Heads
- “Eligible Legislative Bodies” (> 30k population) requirements:
 - 2-way audio-visual Remote Participation
 - Translation & Outreach requirements
- Just Cause & Emergency Circumstance remote options extended to 2030, and a few new categories added.
- Locally declared emergency now included in emergency meeting rules (COVID)

Agendas – Posting & Notice Requirements

- Agendas must be posted in a location freely accessible to the public 24 hours a day **and** on the Agency's website
- Regular meeting - 72 hours prior
- Special meeting - 24 hours prior

Agenda Contents

- Time and place of meeting
- Public comment period
- Brief general description (20 words or less) of every item of business to be discussed or transacted
- For closed session items, there is suggested agenda language in the Brown Act which should be followed

Agenda Packets

- ◆? Agenda packets must be made available to the public at time agenda is posted or when the materials are distributed to all or a majority of the legislative body, whichever is first
- ◆? Must post on the Agency's website
- ◆? Materials distributed during a meeting:
 - ◆? If prepared by the local agency, must be made available for public inspection at the meeting
 - ◆? If prepared by some other person, must be made available for public inspection after the meeting

Agendas

With limited exceptions related to emergencies, no action or discussion is allowed on any item not listed on an agenda.

No



Closed Session

- Authorized for limited, enumerated purposes:
 - e.g. Personnel; Real Estate; Litigation
- Confidentiality generally required:
 - Remedies for violation: Injunctive relief; disciplinary action against an trained employee who willfully disclosed; Grand Jury referral for member of a legislative body who willfully disclosed confidential information.

Closed Session: Agendizing and Reporting Out

- Government Code Section 54954.5 identifies safe-harbor language use to describe authorized closed session agenda items.
- Government Code Section 54957.1 lists the actions that must be reported out.

Individual Penalty For Brown Act Violations

- A person who violates the Brown Act is guilty of a misdemeanor if: (1) action is taken, and (2) the person intended to deprive the public of information to which the person knows of or has reason to know the public is entitled.



- Agency Violations - Penalties & Remedies

- Opportunity to Cure
- Cease and Desist/Unconditional Commitment
- Injunction
- Court Costs & Attorneys' Fees
- Criminal penalties for actions taken in deliberate violation.

Opportunity to Correct

Government Code § 54960.1



This time we will get it right.

- Written demand to cure or correct the alleged violation
 - 90 days from the date action was taken
 - 30 days if action was taken in open session
- Failure to correct may lead to judicial determination that action taken is null and void.

THE END

Questions?



INYO COUNTY BOARD OF SUPERVISORS

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DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-783

Homeowner Property Tax Exemption Filings in Inyo County

Board of Supervisors

NO ACTION REQUIRED

ITEM SUBMITTED BY

Assessor

ITEM PRESENTED BY

Dave Stottlemyre

RECOMMENDED ACTION:

Receive a presentation from Assessor Dave Stottlemyre on homeowner property tax exemption filings in Inyo County.

BACKGROUND / SUMMARY / JUSTIFICATION:

The California Homeowners' Property Tax Exemption began in 1974, following a constitutional amendment approved by voters. The exemption allows a \$7,000 reduction in the assessed value of a qualifying owner-occupied residence, which translates to about a \$70 annual property tax savings. To qualify, the home must be the homeowner's principal place of residence as of January 1 of the tax year. The exemption requires a one-time filing with the county assessor using form BOE-266 and it remains in effect provided the homeowners continues to occupy the property as their primary residence.

This presentation will offer a cursory examination of the factors contributing to declining homeowner exemption filings in Inyo County. This summary connects local trends to broader housing and economic influences affecting homeownership rates, property investment patterns, and demographic shifts.

FISCAL IMPACT:

There are no fiscal impacts associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Decline to hear the presentation.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Israel
Darcy Israel
David Stottlemire
Amy Shepherd
John Vallejo
Denelle Carrington

Created/Initiated - 12/29/2025
Approved - 12/29/2025
Approved - 12/29/2025
Approved - 12/29/2025
Approved - 12/29/2025
Final Approval - 12/29/2025

ATTACHMENTS:

1. Jan. 6 Assessor Presentation
2. Analysis of Homeowners Exemptions

HOMEOWNERS' PROPERTY TAX EXEMPTION IN INYO COUNTY

Agenda

Introduction

Inyo County vs. Statewide Exemptions

Investor Ownership Trends

House Use Patterns

Driving Factors

Conclusion

INTRODUCTION





A CURSORY EXAMINATION OF FACTORS CONTRIBUTING TO DECLINING HOMEOWNER EXEMPTIONS IN INYO COUNTY

Connects local trends to broader housing and economic influences affecting homeownership rates, property investment patterns, and demographic shifts.



California Homeowner's Property Tax Exemptions

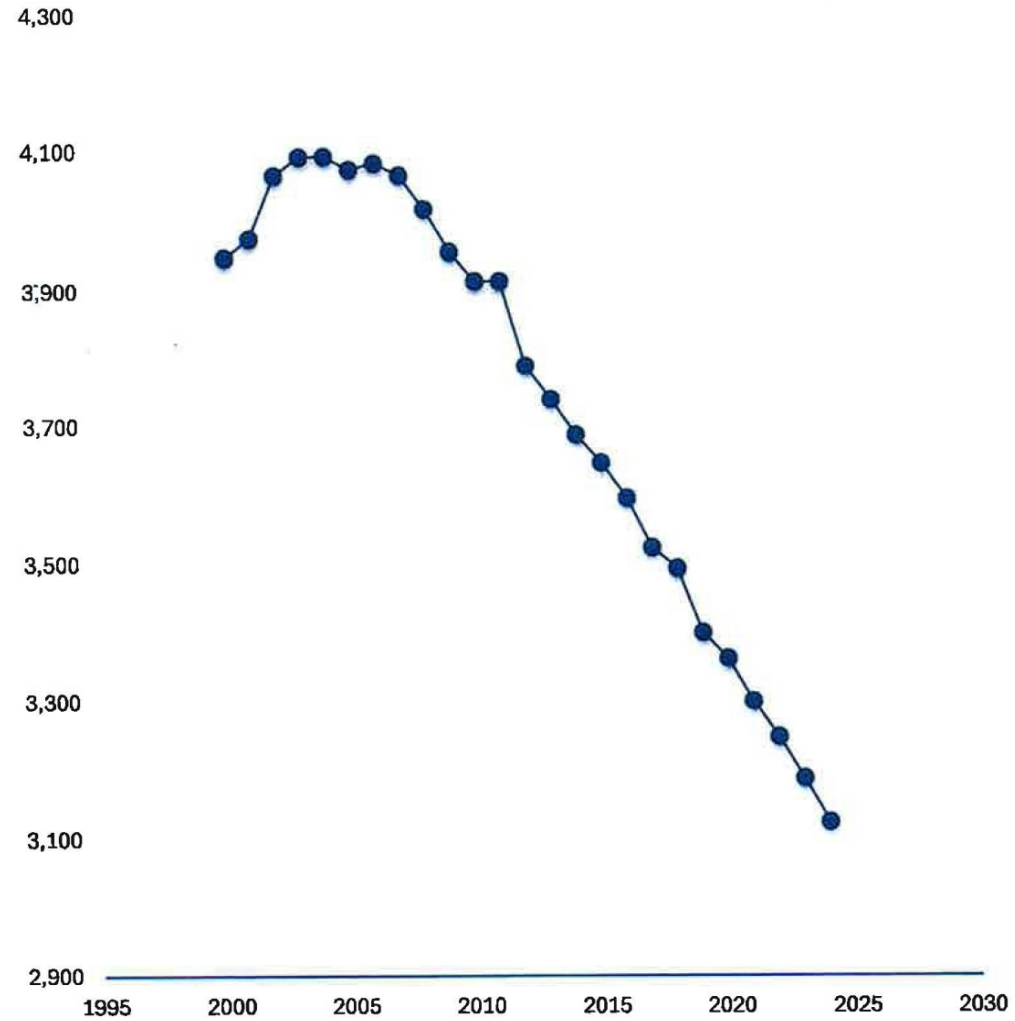
- Constitutional amendment approved by voters in 1974
- Allows a \$7,000 reduction in assessed value
- Home must be principal place of residence
- One-time filing of form BOE-266
- Remains in effect as long as home is primary residence

EXEMPTION FILINGS

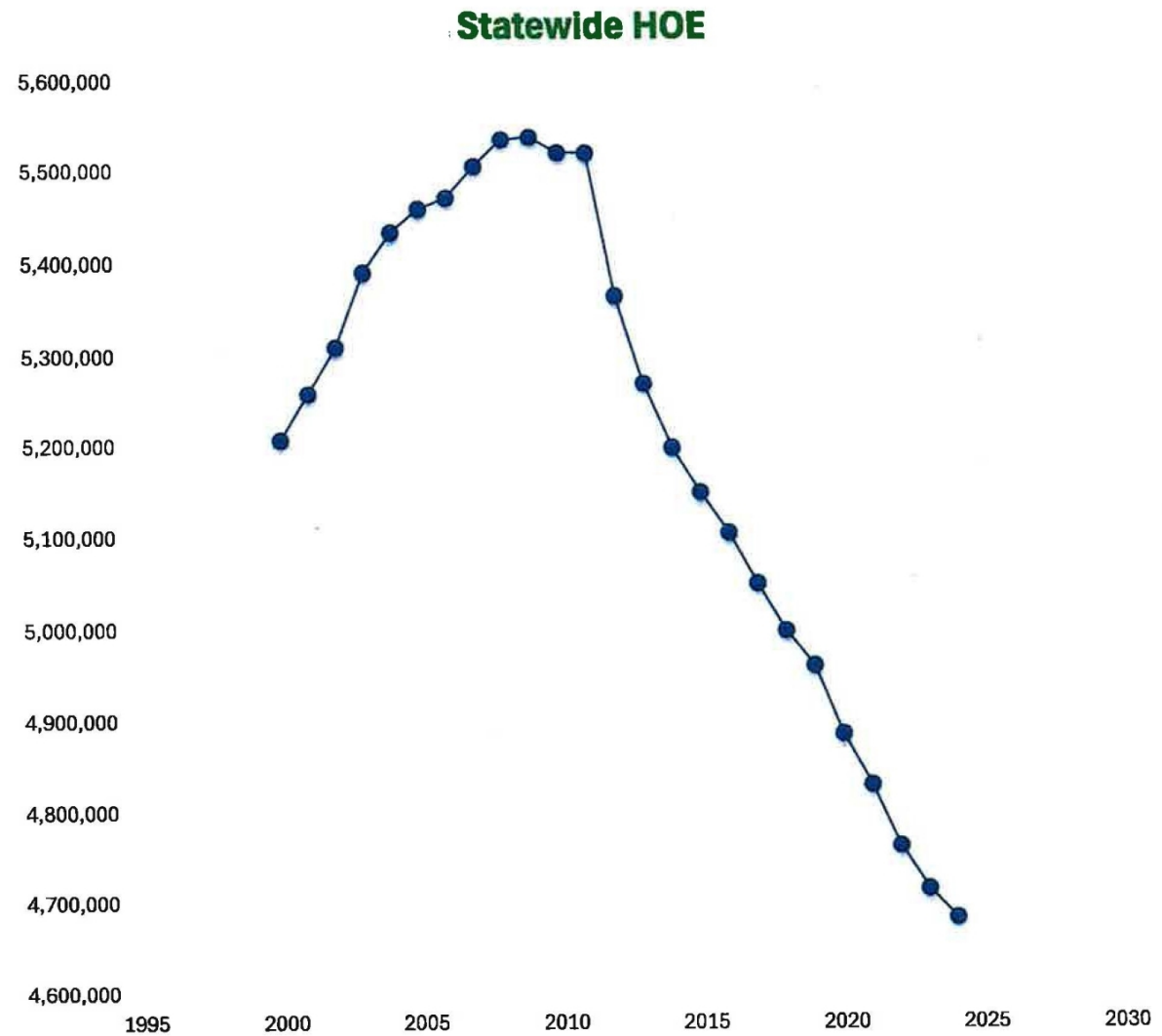
Inyo County v. Statewide Figures

<u>Year</u>	<u>HOE</u>
2024	3,125
2023	3,189
2022	3,249
2021	3,302
2020	3,365
2019	3,402
2018	3,495
2017	3,525
2016	3,596
2015	3,648
2014	3,689
2013	3,741
2012	3,791
2011	3,916
2010	3,916
2009	3,957
2008	4,018
2007	4,067
2006	4,084
2005	4,075
2004	4,094
2003	4,093
2002	4,066
2001	3,975
2000	3,948

Inyo Homeowner Exemptions on File



<u>Year</u>	<u>Statewide HOE</u>
2024	4,683,154
2023	4,715,414
2022	4,763,313
2021	4,830,293
2020	4,886,631
2019	4,960,819
2018	4,999,312
2017	5,050,660
2016	5,105,946
2015	5,150,484
2014	5,199,181
2013	5,270,589
2012	5,365,572
2011	5,520,416
2010	5,520,822
2009	5,538,082
2008	5,535,394
2007	5,505,693
2006	5,471,116
2005	5,459,361
2004	5,434,285
2003	5,391,011
2002	5,310,622
2001	5,258,883
2000	5,207,251





INVESTOR OWNERSHIP TRENDS

Real estate investment trust activity in Inyo County is non-existent.

Ownership primarily held by individuals or small investor groups, often for personal use (vacation homes) or rental purposes,

Investor Ownership by County (Top 4 in California)	
Sierra	82%
Trinity	77%
Mono	74%
Alpine	68%

The perception that large corporations dominate the single-family home market is misleading.



**“...[S]mall investors control
90% of investor-owned
housing, shattering
conventional wisdom about
institutional dominance.”**

-- BatchData

HOUSING USE PATTERNS

Personal use vs. rental use

Personal Use

- **Vacation (second) homes**
 - Reflection of county's scenic and recreational appeal
- **Timeshares**
 - Non-existent in Inyo but present in many other tourist-oriented areas



Rental Use

- **Short-term rentals**

- Offer immediate cash flow and potential for asset appreciation

- **Long-term rentals**

- Provide steady income and long-term value growth

- **High mortgage rates**
- **Affordability and buyer qualifications**
- **Population decline**
- **Cultural and generational shifts**
- **Foreclosures**



FACTORS DRIVING DECLINE IN HOMEOWNERSHIP

SUMMARY CONCLUSION

The decline in homeowner exemptions reflects a complex mix of economic, demographic, and social factors – all of which are contributing to fewer owner-occupied homes and increased rental activity.



QUESTIONS?

Assessor Dave Stottlemire
760-878-0296
dstottlemire@inyocounty.us
www.inyocounty.us

California Homeowners' Property Tax Exemption

The California Homeowners' Property Tax Exemption began in **1974**, following a constitutional amendment approved by voters.

This exemption allows a **\$7,000 reduction in the assessed value** of a qualifying owner-occupied residence, which translates to about a **\$70 annual property tax savings**.

To qualify, the home must be the homeowner's **principal place of residence as of January 1st** of the tax year.

The exemption requires a **one-time filing** with the county assessor using form **BOE-266**, and it remains in effect provided the homeowner continues to occupy the property as their primary residence.

CLAIM FOR HOMEOWNERS' PROPERTY TAX EXEMPTION

If eligible, sign and file this form with the Assessor on or before February 15 or on or before the 30th day following the date of notice of supplemental assessment, whichever comes first.

SEE INSTRUCTIONS BEFORE COMPLETING

NAME AND MAILING ADDRESS

(Make necessary corrections to the printed name and mailing address)

**County of Inyo****Dave Stottlemire, Assessor**

PO Box J

Independence, CA 93526

760 878-0302 Phone

inyoassessor@inyocounty.us

FOR ASSESSOR'S USE ONLY

Received _____

Approved _____

Denied _____

Reason for denial _____

PROPERTY DESCRIPTION

Parcel No. _____

Address of dwelling _____

Print your social security number and name here

SSN: _____ - _____ - _____

NAME: _____

Print co-owner's or spouse's social security number and name when this property is also his/her principal residence

SSN: _____ - _____ - _____

NAME: _____

STATEMENTS

This claim may be used to file for the Homeowners' Exemption for the Assessment Roll and the Supplemental Assessment Roll. A new owner must file a claim even if the property is already receiving the homeowners' exemption. Please carefully read the information and instructions before answering the questions listed below.

1. When did you acquire this property? _____
(month/day/year)
2. Date you occupied this property as your principal residence (see instructions): _____
(month/day/year)
3. Do you own another property that is, or was, your principal place of residence in California? ☐ YES ☐ NO
If YES, please provide the address below, and the date you **MOVED OUT**, if no longer your principal place of residence:

Address: _____
Street address City Zip Code month/day/year

Only the owners or their spouses who occupy the above-described property (including a purchaser under contract of sale) or his or her legal representative may sign this claim. (If the property comprises more than one dwelling unit, other co-owner occupants may wish to file separate claims; however, only one exemption will be allowed per dwelling unit.)

If you are buying this property under an unrecorded contract of sale and the Assessor does not have a copy of the contract, you must attach a copy to this claim.

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief.

SIGNATURE OF OWNER-OCCUPANT



DATE

SIGNATURE OF OCCUPANT'S SPOUSE OR CO-OWNER-OCCUPANT



DATE

EMAIL ADDRESS

DAYTIME TELEPHONE NUMBER

()

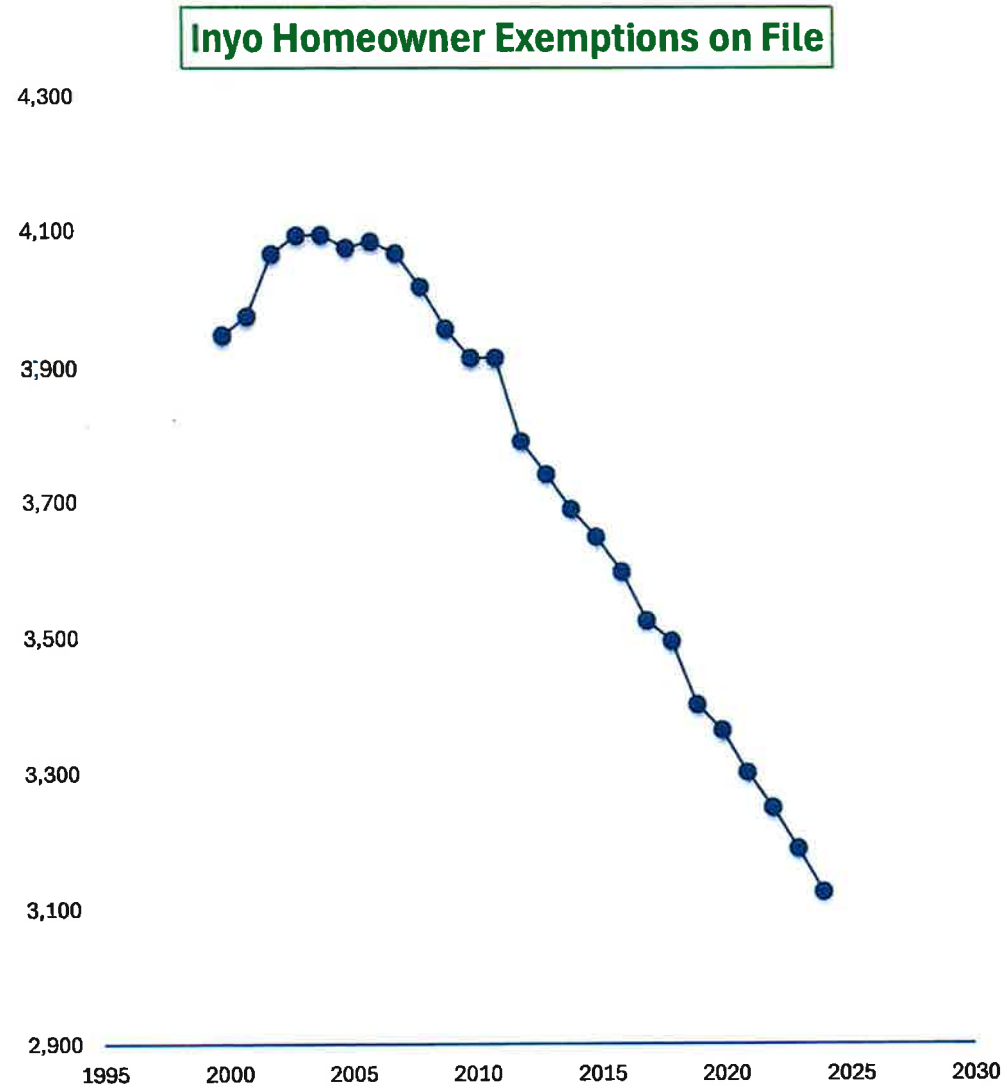
IF YOU DO NOT OCCUPY THIS PARCEL AS YOUR PRINCIPAL RESIDENCE, PLEASE DISCARD THIS FORM.

If you occupy this parcel at a later date, contact the Assessor at that time.

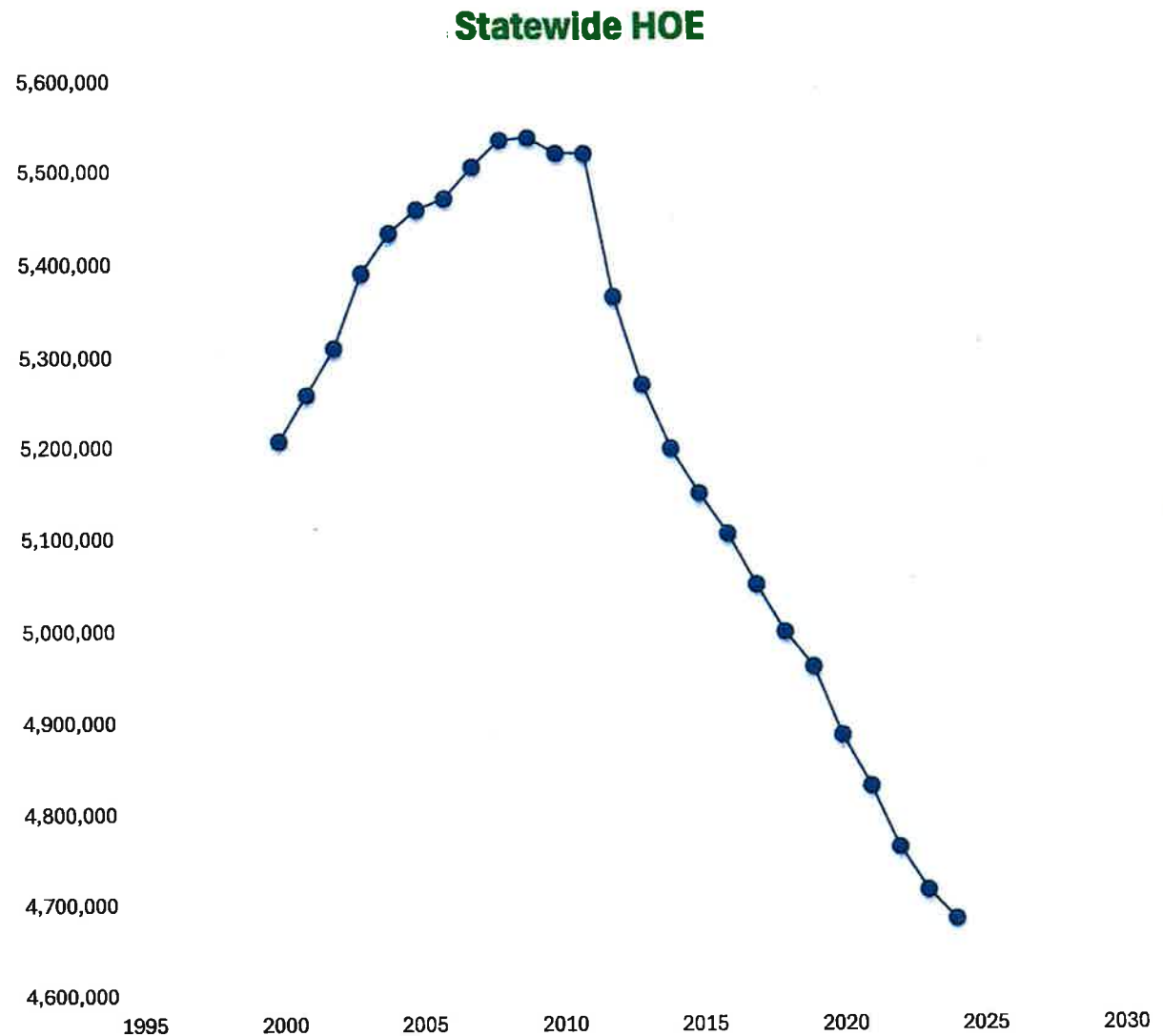
THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION



Year	HOE
2024	3,125
2023	3,189
2022	3,249
2021	3,302
2020	3,365
2019	3,402
2018	3,495
2017	3,525
2016	3,596
2015	3,648
2014	3,689
2013	3,741
2012	3,791
2011	3,916
2010	3,916
2009	3,957
2008	4,018
2007	4,067
2006	4,084
2005	4,075
2004	4,094
2003	4,093
2002	4,066
2001	3,975
2000	3,948



<u>Year</u>	<u>Statewide HOE</u>
2024	4,683,154
2023	4,715,414
2022	4,763,313
2021	4,830,293
2020	4,886,631
2019	4,960,819
2018	4,999,312
2017	5,050,660
2016	5,105,946
2015	5,150,484
2014	5,199,181
2013	5,270,589
2012	5,365,572
2011	5,520,416
2010	5,520,822
2009	5,538,082
2008	5,535,394
2007	5,505,693
2006	5,471,116
2005	5,459,361
2004	5,434,285
2003	5,391,011
2002	5,310,622
2001	5,258,883
2000	5,207,251





010600

Decline in Homeowner Exemptions – Inyo County Analysis

I. Overview / Purpose

This summary is a cursory examination of the factors contributing to declining homeowner exemption (HOX) filings in Inyo County. It connects local trends to broader housing and economic influences affecting homeownership rates, property investment patterns, and demographic shifts.

II. Investor Ownership Trends

REIT (Real Estate Investment Trust) activity in single-family rentals (SFRs) is non-existent in Inyo County. Ownership is primarily held by individuals or small investor groups, often for personal use (vacation homes) or rental purposes.

Investor Ownership by County (Top 4 in California):

Sierra — 82%

Trinity — 77%

Mono — 74%

Alpine — 68%

Inyo — 65%

The perception that large corporations dominate the single-family home market is misleading. According to BatchData, *'small investors control 90% of investor-owned housing, shattering conventional wisdom about institutional dominance.'*

III. Housing Use Patterns

- Personal Use:
 - • Vacation (second) homes — reflection of Inyo County's scenic and recreational appeal.
 - • Timeshares — non-existent in Inyo but present in many tourist-oriented areas.
- Rental Use:
 - • Short-term rentals — offer immediate cash flow and potential for asset appreciation.
 - • Long-term rentals — provide steady income and long-term value growth.

IV. Factors Driving Decline in Homeownership

- High Mortgage Rates:
 - As of mid-August 2025, the average 30-year fixed mortgage rate is approximately 6.58%, up from below 3% in early 2021. Higher borrowing costs discourage ownership, particularly for first-time buyers. ([Mortgage News Daily](#), [My Mortgage Insider](#))
- Affordability and Buyer Qualification:
 - Rising home prices and stricter lending standards limit access to mortgages. Many households are cost-burdened, spending over 30% of income on housing, pushing them toward renting. (Forbes) ([California Demographics](#), [Wikipedia](#)).
- Population Decline:
 - Inyo County's population has decreased from approximately 19,016 in 2020 to about 18,485 in 2025. This reduction narrows the pool of long-term residents seeking homeownership. ([Wikipedia](#), [California Demographics](#))
- Cultural and Generational Shifts:
 - Younger residents increasingly value flexibility and mobility, making renting more appealing than ownership.
- Foreclosures:
 - Foreclosures appear negligible in Inyo County, with only two recorded in 2024.

V. Summary Conclusion

The decline in homeowner exemptions reflects a complex mix of economic, demographic, and social factors. High mortgage rates, financial barriers, population decline, and evolving cultural attitudes are all contributing to fewer owner-occupied homes and increased rental market activity.

VI. Questions/Comments





INYO COUNTY BOARD OF SUPERVISORS

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

DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-738

Workshop on Choosing a Micro Enterprise Home Kitchen Operation (MEHKO) Path for Inyo County Environmental Health NO ACTION REQUIRED

ITEM SUBMITTED BY

Jerry Oser, Environmental Health Director

ITEM PRESENTED BY

Jerry Oser, Environmental Health Director

RECOMMENDED ACTION:

Conduct a workshop on whether the County should implement a Micro Enterprise Home Kitchen Operation (MEHKO) program, which staff does not recommend at this time.

BACKGROUND / SUMMARY / JUSTIFICATION:

On June 10, 2025, the Board of Supervisors held a workshop on Microenterprise Home Kitchen Operations (MEHKOs). During that discussion, two Board members expressed opposition to authorizing MEHKOs, two expressed support, and one remained undecided. As a result, Environmental Health (EH) was directed to conduct a comprehensive review of MEHKO ordinances adopted in other California jurisdictions and evaluate how those counties addressed common concerns, including fats, oils, and grease (FOG) impacts to sewer systems, neighborhood nuisances, meal-cap enforcement, and overall program oversight.

Since that time, EH has completed an exhaustive review of statewide MEHKO ordinances. The clear pattern statewide is that most jurisdictions adhere closely to the requirements of the California Retail Food Code and implement full programs rather than limited pilots. While a few counties initially labeled their programs as “pilots,” those efforts still required full ordinance adoption, full permitting and inspection systems, and all of the same administrative and enforcement functions as permanent programs.

Based on this review, staff determined that a pilot program would not meaningfully reduce workload nor provide insight beyond what is already known. Whether operated as a pilot or a permanent program, MEHKOs require the same level of plan review, inspection, complaint response, recordkeeping, and enforcement capacity. A pilot phase would therefore create delay without offering operational advantages or new information.

If the Board chooses to authorize MEHKOs, a full countywide program with clearly defined safeguards would provide the most effective framework. These safeguards could include:

- Enforcement triggers tied to credible complaints from Community Services Districts or neighbors regarding nuisance conditions.
- Revocation procedures for violations of meal caps, operational limits, or approved plans.
- Verification of septic and water capacity prior to permit issuance.

- Annual inspection and renewal requirements.

Such measures would allow the County to “pull the plug” if demand exceeds EH’s capacity to administer the program safely, or if operations begin to affect neighborhoods or local infrastructure negatively.

The MEHKO law prevents counties from adding burdensome requirements beyond the statute. However, it does allow us to define what occurs when violations or nuisance impacts are documented. For areas outside EH’s technical scope, such as sewer FOG issues, we would rely on credible, documented complaints from the Community Services District. Because responding to nuisance-related concerns may also place added demands on our Code Enforcement officer, any such complaint would need to meet a clear documentation threshold before triggering corrective action or enforcement. To support consistency and fairness, our enforcement process will need to be clearly defined in the ordinance so that both operators and enforcement staff understand the steps, thresholds, and consequences of noncompliance. This approach helps avoid subjective or prejudicial complaints and ensures that Code Enforcement and Environmental Health respond only to well-substantiated issues.

The purpose of this agenda item is to present the Board with the results of EH’s statewide review and outline the viable pathways forward. Staff is prepared to implement whichever direction the Board chooses, but a clear decision at this point will allow the department to plan resources appropriately and avoid prolonging uncertainty for both staff and prospective applicants.

FISCAL IMPACT:

Funding Source	General Fund / Cost recovery through permit fees	Budget Unit	045400
Budgeted?	No	Object Code	
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
There will be no fiscal impact if the Board decides not to move forward.
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Staff does not recommend implementing a MEHKO program at this time. Community interest has been minimal, and adopting a MEHKO program would mark a substantial shift from the consistent standards we have long applied to brick-and-mortar restaurants for food safety, infrastructure, and oversight. If the Board does elect to move forward with a MEHKO program, it can provide direction to staff to develop such a program and return to the Board for review. If this is the case, staff recommends the development of a comprehensive program with clearly defined operating limits and enforcement safeguards rather than the development and implementation of a pilot program, which is unlikely to yield meaningful additional information.

The Board may direct staff to return with a comprehensive MEHKO program or a pilot program as an alternative to staff’s recommendation not to authorize MEHKOs at this time. Deferring the decision again would leave both interested residents and staff without clear direction. Environmental Health is fully prepared to support any option the Board selects, and a direction provided today will allow us to focus on our resources and next steps without prolonging uncertainty.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement | Local Businesses, Organizations, and Workforce

APPROVALS:

Jerry Oser	Created/Initiated - 11/21/2025
Darcy Israel	Approved - 11/24/2025
Christian Milovich	Approved - 12/04/2025
Jerry Oser	Approved - 12/04/2025
Amy Shepherd	Approved - 12/05/2025
Keri Oney	Approved - 12/08/2025
John Vallejo	Approved - 12/09/2025
Denelle Carrington	Final Approval - 12/09/2025

ATTACHMENTS:



INYO COUNTY BOARD OF SUPERVISORS

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

DENELLE CARRINGTON
INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

January 6, 2026

Reference ID:
2025-833

2026 Board of Supervisors Committee Assignments County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Board of Supervisors

ITEM PRESENTED BY

Supervisor Orrill

RECOMMENDED ACTION:

Approve the 2026 Board of Supervisors committee assignments as recommended by the Chairperson.

BACKGROUND / SUMMARY / JUSTIFICATION:

Each year the newly elected Chairperson makes recommendations for Board of Supervisors appointments to the various boards, committees, and commissions upon which the Board of Supervisors has representation. The requirement for County Supervisor representation on the various boards, committees, and commissions comes from a variety of sources, including but not limited to State law, County law, and/or Inyo County Board of Supervisors order.

At this time your Board is asked to make the necessary appointments as recommended by 2026 Chairperson Trina Orrill.

The proposed 2026 committee assignments are attached.

FISCAL IMPACT:

There are no fiscal impacts associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may approve the assignments as recommended, or advocate for/recommend changes.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Israel
Darcy Israel
John Vallejo

Created/Initiated - 12/29/2025
Approved - 12/29/2025
Approved - 12/29/2025

ATTACHMENTS:

1. Proposed 2026 Committee Assignments

2026 BOARD APPOINTMENTS for ACTIVE and AD HOC COMMITTEES ONLY

Approved by Board of Supervisors on January 6, 2026, unless noted otherwise

Board/Committee/Commission	Position(s)	2026 Appointments
Agricultural Resources Advisory Board	1 member 1 alternate	Jennifer Roeser – member Will Wadelton – alternate
Aviation Advisory Committee - Northern	2 members	Trina Orrill – member Scott Marcellin – member
Aviation Advisory Committee - Southern	2 members	Will Wadelton – member Scott – member
Behavioral Health Advisory Board	1 member 1 alternate	Will Wadelton – member Trina Orrill – alternate
California State Association of Counties (CSAC)	1 member 1 alternate	Trina Orrill – member Jeff Griffiths – alternate (Appointments made by Board Order 10.21.25)
Child Support Services Regional Oversight Committee	1 member plus CAO	Jennifer Roeser – member
Children and Families Commission – First 5	1 member 1 alternate <i>(created by Board Order 12-19-17)</i>	Scott Marcellin – member Trina Orrill – alternate
City of Bishop Liaison Committee	2 members 1 alternate plus CAO	Jeff Griffiths – member Scott Marcellin – member Trina Orrill – alternate
County Service Area #2 (Bishop Creek Sewer) Advisory Board	1 member	Jennifer Roeser – member
Eastern Sierra Area Agency on Aging Advisory Council	1 member	Trina Orrill – member
Eastern Sierra Council of Governments (ESCOG)	2 members 2 alternates	Trina Orrill – member Jeff Griffiths – member Jennifer Roeser – alternate Scott Marcellin – alternate
Eastern Sierra InterAgency Visitor Center Board of Directors	1 member 1 alternate <i>(created by Board Order 2-21-17)</i>	Will Wadelton – member Jennifer Roeser – alternate
Eastern Sierra Subregional Committee – Sierra Nevada Conservancy	1 member <i>(rotated among Inyo, Mono & Alpine every two years)</i>	Inyo appointee: Jen Roeser
Eastern Sierra Transit Authority (ESTA)*	2 members <i>(cannot serve simultaneously on LTC)</i>	Jeff Griffiths – member Trina Orrill – member
Emergency Medical Care Committee	1 member	Jeff Griffiths – member
Environmental Services JPA	1 member 1 alternate	Jennifer Roeser – member Cap Aubrey – alternate
Foster Care Commission	1 member	Jeff Griffiths – member
Financial Advisory Committee	2 members	Scott Marcellin – member Trina Orrill – member
Great Basin Unified Air Pollution Control District *	2 members 1 alternate	Jennifer Roeser – member Will Wadelton – member Scott Marcellin – alternate
Indian Wells Valley Groundwater Authority Board <i>(added by Board Order 07-26-16)</i>	1 member 1 alternate	Will Wadelton – member John Vallejo – alternate
Integrated Solid Waste Management Task Force	1 member	Scott Marcellin – member
Integrated Solid Waste Management Hearing Panel	1 member	Scott Marcellin – member
Inyo Fish & Wildlife Commission	1 member	Scott Marcellin – member
Juvenile Justice Coordinating Committee (2000)	1 member	Jeff Griffiths – member
Local Agency Formation Commission (LAFCo)*	2 members 1 alternate	Scott Marcellin – member Jeff Griffiths – member Trina Orrill – alternate
Local Transportation Commission (LTC)	2 members <i>(cannot serve simultaneously on ESTA Board)</i>	Scott Marcellin – member Will Wadelton – member
National Association of Counties (NACo)	1 member 1 alternate	Scott Marcellin – member Trina Orrill – alternate
Owens Valley Groundwater Authority <i>(added 08-01-17)</i>	1 member 1 alternate	Will Wadelton – member Scott Marcellin – alternate
Rural County Representatives of California (RCRC)	1 member 1 alternate <i>(also serve as reps for Golden State Finance Authority Board, Golden State Connect Authority)</i>	Appointment coming to Board Dec. 9

Standing Committee	2 members 1 alternate	Trina Orrill – member Jeff Griffiths – member Scott Marcellin – alternate
Tribal Consultation Committees	2 members per Tribe	Bishop Paiute Tribe – Scott Marcellin, Jeff Griffiths Big Pine Paiute Tribe – Trina Orrill, Jennifer Roeser Fort Independence Tribe – Will Wadelton, Jennifer Roeser Lone Pine Paiute Shoshone Reservation – Will Wadelton, Jennifer Roeser Timbisha Shoshone Tribe – Will Wadelton, Jeff Griffiths
The following committees either very rarely meet or don't meet at all and standing appointments of the Chairperson/Vice Chairperson each year are proposed.		
BLM Resource Steering Committee	1 member	Chairperson/Vice Chair
Child Care Planning Council	1 member	Chair/Vice Chair
Indian Gaming Local Community Benefit Committee	2 members	Chair/Vice Chair
Law Library Board of Trustees	1 member	Chair/Vice Chair
Random Access Network Board (R.A.N.)	1 member	Chair/Vice Chair
Yucca Mountain Program Representatives	2 members	Chair/Vice Chair
The following are proposed for removal entirely. The former has not met in more than 20 years; the latter has dissolved.		
InterAgency Committee on Owens Valley Land & Wildlife	1 member	None
Western Counties Alliance Board	1 member	None

*denotes committee assignment requiring filing of Form 806 (reporting of paid appointed positions)



COUNTY OF INYO

OFFICE OF THE AUDITOR-CONTROLLER

P.O. Drawer R, Independence, California 93526
(760) 878-0343 • Fax (760) 878-0391

AMY SHEPHERD
Auditor-Controller

December 29th, 2025

Honorable Board of Supervisors
County of Inyo
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd
Auditor-Controller

By: *Grae Biggs*, Deputy
Grae Biggs



Oak Valley Community Bank #6106463
Treasurer's Balance

\$1,298,733.54

Less:

\$0.00

Add: Direct Deposits

ESTA

\$83,508.00

Big Pine FPD

\$48,996.76

Agriculture

\$7,808.22

Big Pine FPD

\$5,173.13

Sheriff

\$2,047.00

Superior Court

\$1,213.64

ESTA

\$649.04

Recycling & Waste Mgmt

\$616.75

Superior Court

\$577.50

Big Pine FPD

\$567.54

Closing Ledger (as of 12/17/2025)

\$1,449,891.12

Oak Valley Community Bank #6109764
Treasurer's Balance

\$1,500.00

Less: Charges

\$0.00

\$0.00

\$0.00

Add: Direct Deposits

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Closing Ledger (as of 12/17/2025)

\$1,500.00

El Dorado Savings Bank #243052107
Treasurer's Balance

\$15,258.44

Add: Outstanding Checks

SIFPD: WF AA - CHECK #252

\$147.98

Add: Direct Deposits

\$0.00

Closing Ledger (as of 12/17/2025)

\$15,406.42

	DATE
	BALANCE
RECEIPTS FROM 092525-121725	
	SUBTOTAL
LESS PAID WARRANTS	
LESS PAID WARRANTS DATED 09/24/25	
	TOTAL

12/17/25
\$239,226,994.05
\$75,895,824.14
\$315,122,818.19
\$57,247,686.20
\$502,683.22
\$257,372,448.77

DO NOT DELETE

\$57,750,369.42

\$10,267,284.55

\$246,742,703.09

DIFFERENCES
\$362,481.13

ACTIVE ACCOUNTS

BANK OF MONTREAL	\$8,951,792.57
EASTERN SIERRA COMM BK	\$1,298,733.54
EASTERN SIERRA COMM BK	\$1,500.00
EL DORADO SAVINGS BANK	\$15,258.44

INACTIVE ACCOUNTS

BANK DEP ON HAND	\$0.00
LAIF	\$30,000,000.00
BMO MONEY MARKET	\$2,845,094.22
UBS MONEY MARKET	\$5,000,000.00
LOCAL AGENCY DEBT	\$1,125,000.00
FEDERAL AGENCIES	\$163,524,820.00
FA-TREASURY NOTES/BONDS	\$0.00
COMMERICAL PAPERS	\$33,304,633.89
CORPORATE OBLIGATION	\$9,950,950.00
CD	\$992,000.00
US BANK MONEY MARKET	
CHECKS	
CURRENCY	\$165.00
COINS	\$39.98

GRAND TOTAL

\$257,009,987.64

CURRENCY:

DRAWER

VAULT

100'S
50'S
20'S
10'S
5'S
2'S
1'S

20.00
50.00
70.00
25.00

SUB TOTAL:

0.00

165.00

COINS

DOLLARS
HALVES
QTRS
DIMES
NICKELS
PENNIES

\$1.00
\$0.25
\$3.30
\$0.20
\$0.23

\$20.00
\$10.00
\$4.00
\$1.00

SUB TOTAL:

\$4.98

\$35.00

GRAND TOTAL:

4.98

200.00

BANK BALANCES VERIFIED OUTSIDE SOURCES

BANK OF MONTREAL

ACCT#2070407

\$8,684,468.83

Eastern Sierra Comm BK

ACCT# 6106463

\$1,449,891.12

Eastern Sierra Comm BK

ACCT# 9764

\$1,500.00

El Dorado Savings Bank

ACCT#24-30-52107

\$15,406.42