

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a regular meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 26th day of May 2026 an order was duly made and entered as follows:

*CAO-Personnel –
ICEA Side Letter*

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the Side Letter between the County of Inyo and the Inyo County Employees Association and authorize the Chairperson to sign. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel X Auditor CAO Other: DATE: June 2, 2026

WITNESS my hand and the seal of said Board this 26th
Day of May, 2026



CI

A handwritten signature in blue ink, appearing to be "A. Roeser", written over a faint circular stamp.

By: _____



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID:
2026-321

Side Letter with Inyo County Employee Association (ICEA)

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Approve the Side Letter between the County of Inyo and the Inyo County Employees Association and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The attached Side Letter Agreement between the County and the Inyo County Employees Association (ICEA) formalizes a longstanding but previously undocumented compensation practice related to forensic duties performed by certain employees. Although originally established in 2008, the "forensic-related pay" was never incorporated into the ICEA MOU. The County and ICEA have confirmed that represented employees performing qualifying duties have in the past and are currently receiving this pay, and the Side Letter ensures it is properly codified within the current MOU.

This amendment establishes a new subsection—Forensic Pay—under Article 7: Special Compensation, providing an additional 5% of base salary to eligible employees whose investigative findings, analyses, evaluations, or reports are relied upon by the courts. In addition to formalizing the existing practice, the Side Letter also clarifies eligibility criteria, departmental certification responsibilities, and the types of court-reliant investigative work that qualify for the pay, ensuring consistency, transparency, and alignment with current operational needs.

FISCAL IMPACT:

Funding Source	General Fund (Public Administrator/Public Guardian/Public Conservator) and Non-General Fund (HHS)	Budget Unit	Depends on Department
Budgeted?	Yes	Object Code	5001
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$40,124 for the period between July 1, 2025 and June 30, 2026
Future Fiscal Year Impacts
Up to \$50,509 for the period between July 1, 2026 and June 30, 2027
Additional Information

There is no additional fiscal impact associated with this Side Letter, as the forensic pay is already budgeted and eligible employees are currently receiving it.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this side letter and instead direct staff to negotiate the change during the normal Memorandum of Understanding negotiations cycle. However, this is not recommended, as it would leave an established and ongoing compensation practice undocumented and inconsistent with current MOU language, and will jeopardize the continuation of this pay for employees who are currently receiving it.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services | Quality County Employees
 High-Quality Services | High-Quality County Government Services

APPROVALS:

Keri Oney	Created/Initiated - 05/20/2026
Darcy Israel	Approved - 05/20/2026
Amy Shepherd	Approved - 05/20/2026
John Vallejo	Approved - 05/20/2026
Denelle Carrington	Final Approval - 05/20/2026

ATTACHMENTS:

1. ICEA Side Letter - Forensic Pay 5.2026

SIDE LETTER AGREEMENT BETWEEN
COUNTY OF INYO
AND
INYO COUNTY EMPLOYEE ASSOCIATION

This Side Letter of Agreement ("Agreement") between the County of Inyo ("County") and the Inyo County Employees Association ("Association") (collectively, the "Parties") serves as an addendum to the Memorandum of Understanding (MOU) effective July 1, 2024, and is entered into with respect to the following:

WHEREAS, Article 7 of the Memorandum of Understanding ("MOU") between the Parties addresses Salaries;

WHEREAS, Article 7, Subsection E establishes certain additional compensation provisions;

WHEREAS, certain employees perform investigations work in which their findings, reports, or assessments are relied upon by the court in making determinations, findings, or orders, and the Parties recognize the specialized nature, heightened responsibility, and legal implications of this work;

WHEREAS, the Parties acknowledge that the forensic-related pay described herein was originally established in 2008, and for reasons unknown to the Parties was not incorporated into the MOU at that time or any subsequent MOU, despite it being paid to represented employees;

WHEREAS, the Parties further acknowledge that there are current Association represented employees who have been receiving this pay, and that such employees shall continue to receive this pay following approval of this Side Letter;

WHEREAS, the Parties desire to establish a new subsection—Forensic Pay—to appropriately compensate employees who perform these qualifying duties;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Article 7, Subsection E – Special Compensation shall be modified to include the following:

3. Forensic Pay

Employees regularly working in the CPS, APS, LPS or Conservatorship programs who perform investigations, analyses, evaluations, or related work in which their written or verbal findings are relied upon by the court to make determinations, findings, or orders shall receive an additional five percent (5%) of base salary. This pay applies to employees who conduct investigations, interviews, inspections, or fact-finding activities resulting in formal reports or recommendations intended for judicial proceedings; who prepare or present evidence-based findings, evaluations, or expert-level documentation for court review; or who perform other court-reliant forensic or

investigative duties as designated by the Department Head. Eligibility for Forensic Pay shall be determined and certified by the Department Head.

Except as modified herein, all other terms and conditions of employment listed in the 2024-2027 MOU shall remain in full force and effect until a successor agreement is reached.

Signatures:

County of Inyo

ICEA

 05/26/2026
Trina Orrill, Chairperson **Date**

 5/20/2026
Darcy Miller, President **Date**

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County of Inyo

ICEA

Trina Orrill 05/26/2026
Trina Orrill, Chairperson **Date**

Darcy Miller 5/20/2026
Darcy Miller, President **Date**