

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 29th day of September 2026 an order was duly made and entered as follows:

*CAO-Personnel –
Personal Services
Contract/Resolution
No. 2026-36*

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to:

- A. Ratify and approve the contract between the County of Inyo and Juan Martinez for the provision of personal services as the Undersheriff at Grade U SE, Step F, \$15,634.66 per month effective, August 27, 2026, and authorize the Chairperson to sign;
- B. Approve Resolution No. 2026-36 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding and Replacing Resolution 2026-18 and Setting Salary and/or Terms and Conditions of Employment for Management Employees Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign; and
- C. Approve the new Undersheriff salary structure and direct staff to update the publicly available pay schedule accordingly.

Motion carried unanimously.

WITNESS my hand and the seal of said Board this 29th
Day of September, 2026



DENELLE CARRINGTON
Clerk of the Board of Supervisors

Denelle Carrington

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: DATE: October 1, 2026



INYO COUNTY BOARD OF SUPERVISORS

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

DENELLE CARRINGTON

ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 29, 2026

Reference ID:
2026-676

Personal Services Contract - Undersheriff and Approval of Management Resolution 2026-36

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

- A) Ratify and approve the contract between the County of Inyo and Juan Martinez for the provision of personal services as the Undersheriff at Grade U SE, Step F, \$15,634.66 per month effective, August 27, 2026, and authorize the Chairperson to sign;
- B) Approve Resolution No. 2026-36 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding and Replacing Resolution 2026-18 and Setting Salary and/or Terms and Conditions of Employment for Management Employees Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign; and
- C) Approve the new Undersheriff salary structure and direct staff to update the publicly available pay schedule accordingly.

BACKGROUND / SUMMARY / JUSTIFICATION:

The request before the Board is to ratify and approve the Undersheriff employment contract effective August 27, 2026. This action aligns the Undersheriff's compensation with the recently approved Inyo County Law Enforcement Administrators Association (ICLEAA) Memorandum of Understanding (MOU) for 2025–2028 and ensures continued salary equity within the department.

The Undersheriff classification was not included in the management contract updates following the 2024 classification and compensation study. Instead, the Undersheriff's salary structure has been tied to the ICLEAA. With the conclusion of negotiations and the Board's approval of the ICLEAA MOU, the request is to update the Undersheriff's salary to maintain consistency with established practice. The updated structure preserves the separation between the Assistant Sheriff and Undersheriff classifications.

The Management Resolution has also been updated to reflect the new Undersheriff salary. In addition, the Resolution incorporates guidance received from CalPERS regarding "piggybacking" or "me too" benefits. CalPERS has advised that any benefit that is "pensionable compensation" and provided to an individual employee or group of employees must be explicitly stated within the applicable Resolution or MOU. Benefits should not reference another agreement or automatically extend provisions from one document to another. The Resolution before the Board today has been revised to ensure full compliance with this guidance and to provide clear, stand-alone language regarding applicable benefits.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	022710
Budgeted?	Yes	Object Code	All salary and benefits object codes
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$184,490.60 for the period between July 1, 2026, and June 30, 2027.
Future Fiscal Year Impacts
Depending on the COLA granted for each year, the salary will increase by that amount. Example, the negotiated COLA for this Fiscal Year was 2.9%, but varies each year according to the CPI increase.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract and renegotiate the terms and conditions. However, this is not recommended, as delaying approval would create inconsistencies between the Undersheriff's compensation and the ratified ICLEAA MOU, resulting in misalignment with established salary practices. It could also disrupt internal equity between the Undersheriff and Assistant Sheriff classifications and require further revisions to the Management Resolution. Additionally, postponing approval would delay full compliance with CalPERS guidance regarding clearly stated, stand-alone benefits.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services | Quality County Employees
High-Quality Services | High-Quality County Government Services
High-Quality Services | Public Safety and Emergency Response

APPROVALS:

Keri Oney	Created/Initiated - 09/16/2026
Darcy Israel	Approved - 09/21/2026
Denelle Carrington	Approved - 09/21/2026
Keri Oney	Approved - 09/22/2026
Amy Shepherd	Approved - 09/22/2026
John Vallejo	Approved - 09/22/2026
Denelle Carrington	Final Approval - 09/22/2026

ATTACHMENTS:

1. Undersheriff Contract - 9.2026
2. Management Resolution No. 2026-36
3. Undersheriff Salary Structure 9.2026

**AGREEMENT BETWEEN COUNTY OF INYO
AND JUAN MARTINEZ
FOR THE PROVISION OF PERSONAL SERVICES
AS UNDERSHERIFF**

INTRODUCTION

WHEREAS, Juan Martinez (hereinafter referred to as "Undersheriff") has been or will be duly appointed as Undersheriff for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Undersheriff desire to set forth the manner and means by which Undersheriff will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Undersheriff hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Undersheriff shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by Undersheriff under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

Undersheriff will report directly to and shall work under the direction of the Sheriff. As the County's Personnel Director, the County Administrative Officer will administer this contract in consultation with the Sheriff.

3. TERM.

The term of this Agreement shall be from August 27, 2026, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Undersheriff in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Undersheriff.

B. Travel and Per Diem. Undersheriff shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Undersheriff may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes.

C. No Additional Consideration. Except as expressly provided in this Agreement, Undersheriff shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

D. Manner of Payment. Undersheriff will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Undersheriff by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

Undersheriff's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Undersheriff that the performance of these services and work will require a varied schedule. Undersheriff, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Undersheriff to provide the services and work described in Attachment A must be procured by Undersheriff and be valid at the time Undersheriff enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Undersheriff must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Undersheriff will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Undersheriff and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Undersheriff with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Undersheriff to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Undersheriff by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Undersheriff will use reasonable care to protect, safeguard and maintain such items while they are in Undersheriff's possession.

B. Products of Undersheriff's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations; exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result or product of, Undersheriff'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, Undersheriff will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Undersheriff for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Undersheriff for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

In the event the Undersheriff is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold Undersheriff harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Undersheriff has rights as set forth in the Public Safety Officers Procedural Bill of Rights Act (California Government Code section 3300) and such rights cannot be waived by Undersheriff's entry into this Agreement. The County shall ensure that Undersheriff receives such rights.

Notwithstanding the above, Undersheriff's services under this Agreement may be terminated by the County, upon recommendation by the Sheriff, without cause, and at will, for any reason by giving to Undersheriff one hundred eighty (180) days written notice of such intent to terminate. Undersheriff may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to the County.

In the event there is a change in the incumbent holding the Office of Sheriff, Undersheriff's employment shall continue for a minimum of six (6) months following such change, unless grounds for termination as specified in the Inyo County Personnel Rules and Regulations or Sheriff's Department Policy and Procedures Manual is determined by the County Administrative Officer, under the advice of County Counsel, and subject to review by the Inyo County Board of Supervisors in closed session. To the extent not inconsistent with the foregoing, should the new incumbent Sheriff request the County terminate Undersheriff's services under this Agreement without cause, and the County does so, the one hundred eighty (180) days written notice of such intent to terminate shall not be served or commence until after the six (6) month period following the change of the incumbent holding the Office of Sheriff.

12. ASSIGNMENT.

This is an agreement for the personal services of Undersheriff. The County has relied upon the skills, knowledge, experience, and training of Undersheriff as an inducement to enter into this Agreement. Undersheriff shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

13. NONDISCRIMINATION.

Undersheriff agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Undersheriff agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the Sheriff, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Undersheriff only as allowed by law.

15. CONFLICTS.

Undersheriff agrees that Undersheriff has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Undersheriff agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Undersheriff 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, Undersheriff agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or confliction interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Undersheriff by virtue of this Agreement had gained access to the County's confidential, privileged, protected, or proprietary information.

17. AMENDMENT.

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

18. NOTICE.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Undersheriff or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first-class mail to the respective parties as follows:

Inyo County

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

With a copy to:

Sheriff	Department
P.O. Drawer S	Mailing Address
Independence, CA 93526	City and State

Undersheriff

Juan Martinez	Name
On File	Mailing Address
On File	City and State

29. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND JUAN MARTINEZ
FOR THE PROVISION OF PERSONAL SERVICES
AS UNDERSHERIFF**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
29TH DAY OF SEPTEMBER, 2026

COUNTY OF INYO

By: 

Dated: 09/29/2026

UNDERSHERIFF

By: Juan Martinez
Print or Type Name


Juan Martinez (Sep 18 2026 15:27:53 PDT)
Signature

Dated: 09/18/2026

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


Kurtis Girardin (Sep 21 2026 09:09:02 PDT)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND JUAN MARTINEZ
FOR THE PROVISION OF PERSONAL SERVICES
AS UNDERSHERIFF**

TERM:

FROM: AUGUST 27, 2026 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Undersheriff shall perform the duties and responsibilities as identified in the job description for Undersheriff incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND JUAN MARTINEZ
FOR THE PROVISION OF PERSONAL SERVICES
AS UNDERSHERIFF**

TERM:

FROM: AUGUST 27, 2026 TO: TERMINATION

D

SCHEDULE OF FEES:

1. After commencing employment, Undersheriff shall be compensated at Grade U SE, Step F and be paid \$15,635.66 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The Sheriff will review Undersheriff's performance annually.
3. The Undersheriff will be provided with the same Safety Equipment as provided to the Inyo County Law Enforcement Administrators Association (ICLEAA) members as outlined in the ICLEAA MOU.
4. The Undersheriff may voluntarily opt into Dues deduction. The County shall deduct for dues, on a regular basis, from the pay of the Undersheriff, if he voluntarily authorizes such deduction, in writing. The County shall remit such funds to the Inyo County Deputy Sheriff's Association (ICDSA) consistent with the provision outlined in the ICDSA MOU.
5. Except as otherwise provided in this contract, Assistant shall be compensated and receive benefits according to Inyo County Resolution Number 2026-36 or a successor resolution applicable to Management Employees.
6. County will provide and maintain a motor vehicle for Undersheriff's exclusive use as required by his twenty-four-hour emergency and professional response requirements within the County; vehicle may only be used for business purposes according to Inyo County policy and may be stored at Undersheriff's residence.
7. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County resolution, personnel policy, or rule.

\\\ NOTHING FOLLOWS ///

RESOLUTION NO. 2026-36

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, RESCINDING AND REPLACING RESOLUTION 2026-18 AND SETTING SALARY AND/OR TERMS AND CONDITIONS OF EMPLOYMENT FOR MANAGEMENT EMPLOYEES EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO

WHEREAS, the Board of Supervisors, pursuant to Government Code section 25300, shall prescribe the compensation of all county officers and shall provide for the number, compensation, tenure, appointment, and conditions of employment of all County employees; and

WHEREAS, there are Management employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to prescribe the compensation, tenure, appointment and/or conditions of employment for management employees, excluding, appointed officials and Board of Supervisors;

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby rescinds Resolution 2026-18;

BE IT FURTHER RESOLVED that the following classifications are deemed as Management and shall be subject to the salary and/or terms and conditions of employment set forth below:

ASSISTANT ASSESSOR
ASSISTANT AUDITOR-CONTROLLER
ASSISTANT CHIEF INFORMATION OFFICER
ASSISTANT CLERK-RECORDER
ASSISTANT COUNTY ADMINISTRATIVE OFFICER
ASSISTANT COUNTY COUNSEL
ASSISTANT DIRECTOR OF RISK MANAGEMENT
ASSISTANT DISTRICT ATTORNEY
ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR
ASSISTANT PERSONNEL DIRECTOR
ASSISTANT PUBLIC WORKS DIRECTOR
ASSISTANT TREASURER-TAX COLLECTOR
BROADBAND COORDINATOR
CHIEF INFORMATION OFFICER
COUNTY COUNSEL CHIEF DEPUTY
COUNTY COUNSEL DEPUTY I-IV
DEPUTY CHIEF PROBATION OFFICER
DEPUTY COUNTY ADMINISTRATIVE OFFICER
EXECUTIVE DIRECTOR OF REGIONAL COORDINATION
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – BEHAVIORAL HEALTH
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – FISCAL OVERSIGHT AND SPECIAL OPERATIONS
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – PUBLIC ASSISTANCE AND AGING
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – PUBLIC HEALTH AND

PREVENTION
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – SOCIAL AND PLACEMENT SERVICES
PUBLIC WORKS DEPUTY DIRECTOR – AIRPORTS
PUBLIC WORKS DEPUTY DIRECTOR – BUILDING AND GROUNDS
PUBLIC WORKS DEPUTY DIRECTOR – RECYCLING AND WASTE MANAGEMENT
PUBLIC WORKS DEPUTY DIRECTOR – ROADS
SENIOR DEPUTY COUNTY ADMINISTRATIVE OFFICER
SENIOR DEPUTY DISTRICT ATTORNEY
UNDERSHERIFF

ARTICLE 1. RECOGNITION

The County of Inyo (hereinafter called the "County") has recognized employee bargaining units for the purpose of meeting its obligations under the Meyers-Milius-Brown Act, Government Code Section 3500, et seq. This Resolution applies to Management employees not represented by any employee bargaining unit. This Resolution applies to those positions listed above.

Persons in these positions are hereinafter referred to as "Management Employees."

ARTICLE 2. EFFECT OF PRIOR RESOLUTIONS

This Resolution supersedes all prior Resolutions with regard to the Management Employees covered by this Resolution to the extent they are inconsistent herewith.

ARTICLE 3. NON-DISCRIMINATION

Section 1. The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected bargaining unit activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. Management Employees shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation.

Section 3. Whenever the masculine gender is used in this Resolution, it shall be understood to include the feminine gender.

ARTICLE 4. WORKDAY AND WORK WEEK

The County-designated standard workweek begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday).

- A. The obligation of a management employee is to perform the services and work required by his/her position within the County. The performance of these services and work will require a varied schedule. In planning their work schedule, Management Employees will coordinate and make arrangements to fulfill the requirements of the services and work which are necessary.
- B. Management employees on an eight-hour daily work schedule will generally work five consecutive days, with two consecutive days off.
- C. Management employees may be assigned, and/or may request that their Department Head recommend to the CAO to work an alternative work schedule.
 - Such alternative work schedules may include a “4/10s” schedule (four consecutive ten-hour workdays per County-designated standard workweek) A “4/10s” schedule shall consist of no more than forty (40) hours during the County-designated standard workweek, as applicable, which may be at hours other than traditionally scheduled for the assigned shift.
 - Such alternative work schedules may include a “9/80” schedule, where 80 hours are worked over 9 workdays during the County-designated pay period. A “9/80” schedule shall consist of no more than forty (40) hours during the County-designated alternative workweek. The designated workweek for a “9/80” schedule will be outlined and agreed upon in the Altered Work Schedule Request Form and must comply with all FLSA requirements.

As approved by the County Administrative Officer, in his/her sole discretion, other alternative schedules may be assigned or accepted upon request.

- D. The County Administrative Officer may in his/her discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.

ARTICLE 5. OVERTIME AND COMPENSATORY TIME

Management employees are FLSA Exempt employees and shall not be paid or provided compensatory time for overtime worked.

ARTICLE 6. STANDBY COMPENSATION

Management employees requested by the department head to serve in an after-hours response capacity will receive \$85.00 for performing standby duties on each regularly scheduled day and \$135.00 for performing stand-by duties on regularly 3 scheduled days off or holidays.

Notwithstanding the above, if the Undersheriff is working an altered work schedule (4/10 or 9/80 schedule) and other administrative staff, as identified by the Sheriff, are regularly working on the Undersheriff's scheduled day off, the Undersheriff shall receive the regularly scheduled working day rate of \$85.00.

ARTICLE 7. SALARIES

- A. Salaries: Subject to the terms and conditions of their respective employment agreements, Management Employees shall be paid a monthly salary as listed below, subject to the salary step increases set forth in the publicly available pay schedule maintained by the County on its website <https://www.inyocounty.us/icContent/salaryTable/>
- B. All salaries shall be adjusted annually on the first full pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March-to-March change in the BLS (Bureau of Labor Statistics) Riverside – San Bernardino – Ontario Price Index Urban Wage Earners and Clerical Workers. The COLA will be no less than 0% and no more than 4% of the Urban Wage Earners and Clerical Workers.

TITLE	GRADE & STARTING SALARY
ASSISTANT ASSESSOR	20 (\$9,100.43)
ASSISTANT AUDITOR-CONTROLLER	20 (\$9,100.43)
ASSISTANT CHIEF INFORMATION OFFICER	24 (\$11,061.63)
ASSISTANT CLERK-RECORDER	18 (\$8,254.35)
ASSISTANT COUNTY ADMINISTRATIVE OFFICER	28 (\$13,445.47)
ASSISTANT COUNTY COUNSEL	28 (\$13,445.47)
ASSISTANT DIRECTOR OF RISK MANAGEMENT	24 (\$11,061.63)
ASSISTANT DISTRICT ATTORNEY	28 (\$13,445.47)
ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR	24 (\$11,061.63)
ASSISTANT PERSONNEL DIRECTOR	24 (\$11,061.63)
ASSISTANT PUBLIC WORKS DIRECTOR	24 (\$11,061.63)
ASSISTANT TREASURER-TAX COLLECTOR	18 (\$8,254.35)
BROADBAND COORDINATOR	28 (\$13,445.47)
CHIEF INFORMATION OFFICER	28 (\$13,445.47)
COUNTY COUNSEL CHIEF DEPUTY	25 (\$11,614.71)
COUNTY COUNSEL DEPUTY I	18 (\$8,254.35)
COUNTY COUNSEL DEPUTY II	19 (\$8,667.07)
COUNTY COUNSEL DEPUTY III	21 (\$9,555.44)
COUNTY COUNSEL DEPUTY IV	23 (\$10,534.89)
DEPUTY CHIEF PROBATION OFFICER	20 (\$9,100.43)
DEPUTY COUNTY ADMINISTRATIVE OFFICER	20 (\$9,100.43)
EXECUTIVE DIRECTOR OF REGIONAL COORDINATION	16 (\$7,486.95)
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – BEHAVIORAL HEALTH	20 (\$9,100.43)
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – FISCAL OVERSIGHT AND SPECIAL OPERATIONS	20 (\$9,100.43)
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – PUBLIC ASSISTANCE AND AGING	20 (\$9,100.43)
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – PUBLIC HEALTH AND PREVENTION	20 (\$9,100.43)
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – SOCIAL AND PLACEMENT SERVICES	20 (\$9,100.43)
PUBLIC WORKS DEPUTY DIRECTOR – AIRPORTS	20 (\$9,100.43)
PUBLIC WORKS DEPUTY DIRECTOR – BUILDING AND GROUNDS	20 (\$9,100.43)

PUBLIC WORKS DEPUTY DIRECTOR – RECYCLING AND WASTE MANAGEMENT	20 (\$9,100.43)
PUBLIC WORKS DEPUTY DIRECTOR – ROADS	20 (\$9,100.43)
SENIOR DEPUTY COUNTY ADMINISTRATIVE OFFICER	24 (\$11,061.63)
SENIOR DEPUTY DISTRICT ATTORNEY	25 (\$11,614.71)
UNDERSHERIFF	U SC (\$10,814.79) U SD (\$11,358.06) U SE (\$12,036.59)

C. Longevity Pay:

The County shall extend to management employees, excluding the Undersheriff, the following longevity pay to support retention:

At year six (6) on the anniversary date the employee will receive a one percent (1%) increase to the base salary and will receive a half percent (0.5%) 4 increase every year after until employee reaches a total of eight percent (8%) and twenty (20) years of service.

The County shall extend to the Undersheriff the following longevity pay to support retention:

At year six (6) on the anniversary date the employee will receive a two percent (2%) increase to the base salary, a one percent (1%) increase at year seven (7), a one percent (1%) increase at year eight (8) and will receive a half percent (0.5%) increase every year after until employee reaches a total of eight percent (8%) and sixteen (16) years of service.

D. Bilingual Pay:

The County will compensate the Undersheriff who successfully demonstrates the ability to provide bilingual services to the public in the designated languages below, and shall provide compensation as follows:

Spanish I – Those who can communicate with the public will receive an additional two percent (2%) of base pay.

Members shall be tested through a supervisory and public interaction scenario in which the member must effectively communicate in Spanish with a member of the public, community stakeholder, or subordinate employee to obtain pertinent information, provide direction, and appropriately address the issue presented. The member must demonstrate the ability to communicate clearly and effectively throughout the interaction.

Spanish I testing shall be administered by Sheriff's Department Administration at the direction of the Sheriff.

Spanish II – Those who interview and interrogate will receive an additional three percent (3%) of base pay.

Members shall be tested through a critical incident or administrative investigation

scenario in which the member must conduct a detailed interview in Spanish, obtain relevant facts, ask appropriate follow-up questions, and effectively communicate information necessary for operational, investigative, or administrative purposes. The member must demonstrate sufficient fluency to gather and relay accurate information in a supervisory or command-level setting.

Spanish II testing shall be administered by Sheriff's Department Administration at the direction of the Sheriff.

Spanish III – Those who speak, read and write will receive an additional five percent (5%) of base pay.

Employees shall receive Spanish III compensation upon successfully passing an exam that tests their oral communication skills and reading and writing ability. This testing procedure shall be administered by a certification testing service selected by the County.

There is no retroactivity for moving from one level to another.

E. Expert Pay:

The County will compensate the Undersheriff who qualifies as "Expert" or higher at a quarterly qualification shoot, a one-time payment of \$50. A qualifying shoot shall be scheduled by the Departments once each quarter with a Department appointed firearms instructor. If the Undersheriff is unable to participate in the designated shoot due to vacation, illness, or other reasons acceptable to the Department, the Department may schedule a make-up qualifying shoot. The Undersheriff may only have one attempt to qualify as Expert or higher for this additional compensation each quarter. The Firearms Instructor will designate, in accordance with the Department policy, which attempt at the qualifying shoot will be the "designated qualifying shoot".

F. Bi-Weekly Pay period:

Management employees covered by this Resolution shall be paid bi-weekly (every other Friday).

ARTICLE 8. CLOTHING/UNIFORM ALLOWANCE

The County shall extend to management employees, excluding the Undersheriff and Deputy Chief Probation Officer, a \$250.00 annual Clothing Allowance.

- Annual payments will be made during the first pay period in July each year.
- For newly hired Management Employees, the Clothing Allowance will be paid during their first pay period of employment and then in the first pay period of July in subsequent years.
- The Clothing Allowance is taxable as required by law and is not reportable as compensation to CalPERS.

The County shall extend to the Undersheriff a \$2,000.00 per year uniform allowance for the purchase, cleaning, replacement and maintenance of clothing.

- Uniform allowance shall be paid in the amount of \$76.92 per pay period.
- All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the Undersheriff. The determination as to replacement or repair shall be made by the Department. Normal wear and tear of clothing articles are not included.

The County shall extend to the Deputy Chief Probation Officer a \$1,400.00 per year uniform allowance for the purchase, cleaning, replacement (normal wear and tear ONLY) and maintenance of clothing.

- Uniform allowance shall be paid per pay period in the amount of \$53.85.
- All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the Deputy Chief Probation Officer. The determination as to replacement or repair shall be made by the Department. Normal wear and tear of clothing articles are not included.

ARTICLE 9. INSURANCE/HEALTHCARE BENEFITS

The County shall extend to management employees the following Medical Insurance/Healthcare Benefits:

A. Medical

1. County agrees to pay seventy five percent (75%) of the premium of PERS Platinum (employees will be responsible for twenty five percent (25%) of the premium;; or one hundred percent (100%) of PERS Gold or Blue Shield EPO.
2. Additionally, for the Undersheriff and the Deputy Chief Probation Officer, the County agrees to pay eighty percent (80%) of the premium for PORAC (employee will be responsible for twenty percent (20%) of the premium).
3. The County will reimburse to those employees opting into the County's medical coverage one hundred percent (100%) of the annual medical deductible after the full deductible per person has been paid up to \$1,000.
4. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan:
 - i. Eligible for *employee only* coverage - \$200.00 per pay period
 - ii. Eligible for *employee plus one* coverage - \$300.00 per pay period
 - iii. Eligible for *family* coverage - \$400.00 per pay period

An employee receiving medical coverage, in part or fully funded, through a State or Federally funded program (e.g. Medi-Cal/Medi-Care/Social Security), is not eligible for the provisions of this subsection (3).

B. Dental

County agrees to pay 100% of the premiums (for employee and dependents) for dental insurance during the term of this MOU. County agrees to additional orthodontia benefit for adults and children, 50% benefit schedule, \$1,200 lifetime maximum.

C. Optical

County agrees to pay 100% of the premiums (for employee and dependents) for optical insurance.

D. Life

County agrees to pay 100% of the premium for life insurance - \$20,000 term policy on employee.

E. Wellness Bonus

The purpose of the Inyo County Wellness Benefit is to improve the level of health and wellness among ICEA members to improve their overall degree of wellness. The County will reimburse employees up to a maximum of \$500 per calendar year for fitness and wellness activities during said calendar year payable through payroll. Members seeking reimbursement shall submit an affidavit on a form provided by the County. Activities subject to this wellness bonus are set forth on said affidavit.

F. AirMedCare Network

The County shall contract with AirMedCare Network to provide insurance covering the cost of air ambulance transport from the region to remote treatment facilities for the employee (and their family) so long as they are employed by Inyo County. The employee may choose to add on additional items to this insurance offering, including but not limited to return flight insurance, at their own expense, through payroll deduction.

ARTICLE 10. FLEXIBLE BENEFIT PROGRAM

The County will pay the administration fee for each management employee who participates in flexible benefit spending program allowed by Section 125 of the Internal Revenue Code.

ARTICLE 11. SHORT-TERM/LONG-TERM DISABILITY PROGRAM

Short-Term Disability: The County shall provide all eligible management employees with a self-insured income protection plan for up to one (1) year for non-job-related disabilities preventing a person from working. County agrees to pay the applicable premium on behalf of the employee, as set forth in the County's Short-Term Disability Insurance Program (as the same may be amended from time to time). The benefit will be as set forth in the Short-Term Disability Program.

Long-Term Disability: For the Undersheriff, the County will pay 100% of the insurance premiums for the existing Long-Term Disability Program.

ARTICLE 12. DEFERRED COMPENSATION/401 A RETIREMENT PLAN

Deferred Compensation: County will provide deferred compensation programs for management employees.

401 A Retirement Plan: For the Undersheriff, the County will pay \$30.00 per month to a 401a plan.

ARTICLE 13. SICK LEAVE

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- b. Any employee who retires from the County may donate sick leave to an available sick leave bank, without complying with any donation limits.
- c. Employees may donate directly to an employee. Employees may only donate 80 hours per calendar year. All donated hours are subject to all laws and regulations.

ARTICLE 14. VACATION LEAVE

A management employee may accrue a maximum of 280 vacation hours.

- A. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 280-hour cap provided herein, the employee may continue to accrue vacation benefits so long as:
 1. The employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 280-hour cap;
 2. The alternative vacation must be scheduled and taken by the employee within six months; and
 3. The County Administrative Officer approves the arrangement, which approval will not be unreasonably denied.
- B. The County Administrative Officer may approve requests for vacation in excess of twenty (20) consecutive workdays based on extenuating circumstances.

ARTICLE 15. FLEXIBLE & ADMINISTRATIVE LEAVE

Flexible Leave: The County shall grant management employees, excluding the Undersheriff, 40 hours of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not carry over from one fiscal year to the next. However, if an employee believes there are extenuating circumstances that made it impossible for him/her to utilize flexible leave within the fiscal year, the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County services.

An employee requesting flexible leave shall give a minimum of 48 hours' notice to his/her supervisor. A request to take flexible leave may be denied due to the operational needs of the employee's department.

New employees, upon appointment, shall be granted a prorated number of flexible leave days as follows:

July 1-October 31.....	Five (5) days
November 1 - February 29.....	Three (3) days
March 1 - June 30.....	One (1) day

Administrative Leave: Management employees are entitled to eighty (80) paid administrative hours off every fiscal year.

- The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year.
- The administrative leave shall have no cash value.
- For the first fiscal year of a new employment Agreement, management employees shall have the current balance of administrative hours, if any, roll over from their current position, and any other expiring leave shall be similarly rolled over.
- In no event shall Management Employees be entitled to more than eighty (80) paid administrative hours in any given year regardless of a change in position within, or a new contract with, the County.
- Paid administrative leave shall be prorated in a manner consistent with Flexible Leave benefits.

ARTICLE 16. HOLIDAYS

Recognized Holidays: The County shall extend to management employees, excluding the Undersheriff, the following recognized Holidays:

January 1 (New Year's Day)
Third Monday in January (MLK Day)
Third Monday in February (President's Birthday)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
Friday immediately following Thanksgiving Day
December 24 (Christmas Eve)
December 25 (Christmas Day)
December 31 (New Year's Eve)

Management employees, excluding the Undersheriff, who work on a County Holiday shall not receive any additional pay, overtime, or compensatory time.

Recognized Holiday for the Undersheriff: The County shall extend to the Undersheriff the following recognized Holidays:

January 1 (New Years Day)
Third Monday in January (Martin Luther King Day)
February 12 (Lincoln's Birthday)
Third Monday in February (Presidents Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
September 9 (California Admissions Day)
Second Monday in October (Columbus Day)
November 11 (Veterans Day)
Thanksgiving Day
Friday immediately following Thanksgiving Day
December 25 (Christmas)
Christmas Eve or New Years Eve (See below)

The Undersheriff shall be entitled to a one (1) day holiday with pay on their last working day preceding either December 25 or January 1 of each year. The Sheriff shall determine upon which of the alternative days the Undersheriff may take such leave. The Sheriff shall schedule such leaves in a manner which ensures continuation of regular County business with a minimum degree of disruption. If the Undersheriff cannot be excused on either day, the Undersheriff shall be entitled to leave at some other time convenient to the Department.

In addition to the above designated holidays for the Undersheriff, a recognized holiday shall be every day appointed by the President or Governor for a public fast, thanksgiving or holiday.

If any of the above designated holidays falls on a Saturday, the preceding Friday is a holiday. If any of the above designated holidays falls on a Sunday, the following Monday is a holiday. For the Undersheriff, if necessity requires a different holiday schedule than generally applied, the Undersheriff shall work according to regulations prepared by the Sheriff.

ARTICLE 17. RETIREMENT PROVISIONS

The County shall extend to management employees, excluding the Undersheriff, the following retirement provisions:

- A. PERS Employees hired prior to January 1, 2013 (Classic)
 - 1. County agrees to provide 2% at 55 full formula PERS retirement for miscellaneous members.
 - 2. County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.

3. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.

4. PERS benefit to miscellaneous employees shall consist of:

- a. Final compensation to be based on highest one year's salary;
- b. Include post-retirement survivor allowance;
- c. Allow 260 days of accrued sick leave to be added to service credit;
- d. Employer Paid Member Contribution (EPMC)
- e. All other provisions as amended in the County PERS contract.

B. New PERS members hired after January 2013 will fall under PEPR. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.

The County shall extend to the Undersheriff the following retirement provisions:

A. PERS Employee hired prior to January 1, 2013 (Classic)

- 1. County agrees to provide the 3% at 50 formula PERS retirement for Safety members for current employees.
- 2. County agrees to pay for half of the member's contribution for retirement at the rate of 4.5% for the 3% at 50 PERS retirement.
- 3. The member will pay for the other half of the member's contribution for the retirement at the rate of 4.5% for the 3% at 50 PERS retirement.
- 4. PERS benefits to safety employees shall consist of:

- a. The "highest year" computation for these employees will be based on highest one year's salary.
- b. Upon retirement any member may convert up to three hundred (300) days accrued unused sick leave to service credit for retirement purposes.
- c. County will pay 50% of the member's normal contributions as employer paid member contributions (EPMC) and report the same percentage of compensation earnable as additional compensation pursuant to Government Code Sections 20636(c)(4) and 20691. (4.5% to be reported at EPMC).
- d. All other provisions as amended in the County PERS contract.

B. Employees hired after January 2013 (PEPR)

Employees will receive 2.7% at 57 and employees will be required to pay at least fifty percent (50%) of normal cost toward retirement.

Inyo County shall implement for all management employees a revised retiree health benefit plan as provided for in California Government Code section 22893, applicable to employees hired on or after the date on which the revised retiree health benefit plan is adopted, as soon as reasonably practicable.

ARTICLE 18. PERSONNEL RULES

The Personnel Rules are hereby incorporated by reference.

In the event of a conflict between the Personnel Rules and Articles of this Resolution, this Resolution shall prevail.

In the event of a conflict between the Personnel Rules and an employment agreement between the County and an employee covered by this Resolution, the employment agreement shall prevail.

In the event of a conflict between this Resolution and an employment agreement between the County and an employee covered by this Resolution, the employment agreement shall prevail.

ARTICLE 19. EMPLOYEE ASSISTANCE PROGRAM

The County will provide an Employee Assistance Program.

ARTICLE 20. DRUG-FREE WORKPLACE / DOT DRUG TESTING POLICY

The County will enforce its Alcohol and Drug Abuse policy.

The County will enforce the Alcohol and Drug Policy pursuant to the Department of Transportation Regulations as amended in accordance with law.

ARTICLE 21. EMPLOYEE TRAINING AND TUITION ASSISTANCE PROGRAM POLICY

The County will reimburse educational expenses in accordance with the "Employee Training and Tuition Assistance Program Policy." The County will also continue to reimburse all costs for licenses and certifications used in the course of employment.

ARTICLE 22. SMOKING

There shall be no smoking, vaping, or chewing of tobacco in any County facility, or County vehicle. Smoking or vaping on County property shall only be allowed in designated smoking areas.

ARTICLE 23. MISTAKEN OVERPAYMENT

Should any employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up to the amount of overpayment with a minimum of fourteen (14) days advanced notice. However, not more than ten percent (10%) of any such employee's net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, employee will have the option of ten percent (10%) to twenty-five percent (25%) being deducted from any one (1) paycheck.

ARTICLE 24. EMERGENCY WAIVER

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Resolution, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the affected Management Employees may meet with the County regarding the impact caused by the suspension of these provisions of this Resolution or any Personnel Rules and Policies.

ARTICLE 25. SEPARABILITY

If any portion of this Resolution or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal or state statute or regulation, or any county ordinance, the remaining provisions of this Resolution, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of the Resolution are severable.

This Resolution shall be in full force and effect from now, until amended or rescinded.

PASSED AND ADOPTED this 29th day of September 2026, by the following vote of the Inyo County Board of Supervisors:

AYES: -5- Supervisors Marcellin, Roeser, Orrill, Griffiths, and Wadelton

NOES: -0-

ABSTAIN: -0-

ABSENT: -0-



Trina Orrill, Chairperson, Inyo County Board of Supervisors

Attest: Denelle Carrington
Acting Clerk of the Board

BY: 
Darcy Ellis, Assistant Clerk of the Board