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

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://us06web.zoom.us/j/81412627121. 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: 814 1262 7121. 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
November 3, 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.

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 County 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) **Public Employment – Pursuant to Government Code §54957 –** Title: Public Works Director.

5) **Public Employment – Pursuant to Government Code §54957 –** Title: Planning Director.

6) **Public Employment – Pursuant to Government Code §54957 –** Title: Public Defender.

7) **Conference with Legal Counsel - Existing Litigation - Pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9 -** Name of case: *Southern California Edison Company v. California State Board of Equalization, et al.* Case numbers: 30-2022-01258109-CU-MC-CJC; 30-2022-01258057-CU-MC-CJC; 30-2023-01328239-CU-MC-CXC; 30-2024-01403215-CU-MC-CXC; 30-2025-01534286-CU-MC-CXC

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.

8) **Pledge of Allegiance**

9) **Report on Closed Session as Required by Law**

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) **Pet Adoption Spotlight -** Inyo County Animal Services staff will introduce one or more pets currently available for adoption at the Animal Shelter.

12) **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.

13) **County Department Reports**

14) **Update on Northern Inyo Healthcare District**
Board of Supervisors | Christian Wallis
10 minutes

Recommended Action:
Receive an update on the Northern Inyo Healthcare District from CEO Christian Wallis.

CONSENT AGENDA

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

15) Approval of Minutes from the Regular Board of Supervisors Meeting of October 27

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Approve the minutes from the regular Board of Supervisors meeting of October 27, 2026.

16) Amendment No. 1 to the agreement with Regents of UC Davis of Davis, CA

Health & Human Services | Anna Scott

Recommended Action:
Approve Amendment No. 1 to the agreement between the County of Inyo and the Regents of the University of California, UC Davis of Davis, CA, increasing the contract to an amount not to exceed $448,418.75 and modifying the scope of work to include Child and Family Services Review (C-CFSR) support, and authorize the Chairperson to sign.

17) Award of Bid for the Purchase of a 2,000-Gallon Water Truck for the Bishop-Sunland Landfill

Public Works - Recycling & Waste Management | Richard Shore

Recommended Action:
Declare One Nation Distribution of Volant, PA the successful bidder for a new 2,000-Gallon Water Truck and authorize a purchase order in an amount not to exceed $148,777.29, including sales tax and free delivery.

REGULAR AGENDA

18) Budget Amendment and Purchase of a Rebuild of the Bishop-Sunland Landfill 826K Caterpillar Compactor

Public Works - Recycling & Waste Management | Richard Shore
3 minutes

Recommended Action:

A) Amend the Fiscal Year 2026-2027 Solid Waste General Budget (045700) as follows: increase Equipment Object Code 5650 by $650,000.00, by transfer of funds from Solid Waste fund balance (*4/5ths vote required*);

B) Declare Empire CAT of Sparks, NV a sole-source provider of Caterpillar-brand equipment repairs and rebuilds; and
C) Authorize the issuance of a purchase order for the rebuild of the Bishop-Sunland Landfill Caterpillar 826K Compactor for an amount not-to-exceed $650,000.00 to Empire CAT of Sparks, NV.

19) Workshop Regarding Public Defender Program

County Counsel/County Administrator | John Vallejo, Jason Gundel
30 minutes (15min. Presentation / 15min. Discussion)

Recommended Action:
Conduct a workshop with the Office of the State Public Defender regarding indigent defense services. Provide direction to staff regarding potential restructuring of the Inyo County Public Defender program.

20) Mineral Exploratory Drilling Workshop

Planning Department | Ryan Standridge
15 minutes (5min. Presentation / 10 min. Discussion)

Recommended Action:
Conduct a workshop regarding the regulation of mechanized mineral exploratory drilling under Inyo County Code Title 18; discuss potential regulatory approaches; and provide direction to staff regarding whether to prepare amendments to the Zoning Code for future Board consideration.

21) Presentation of the 2025 Crop and Livestock Report

Agricultural Commissioner | Nathan Reade
10 minutes

Recommended Action:
Receive presentation on the 2025 Annual Crop and Livestock Report

22) Personal Services Contract - County Administrative Officer and Approval of Appointed Officials Resolution No. 2026-40

County Administrator - Personnel | Keri Oney
5 minutes

Recommended Action:
A) Appoint Christine Bouchard as the County Administrative Officer;
B) Approve the contract between the County of Inyo and Christine Bouchard for the provision of personal services as the County Administrative Officer at Range 34, Step C $20,231.46 per month effective November 12, 2026, and authorize the Chairperson to sign;
C) Approve Resolution No. 2026-40 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding and Replacing Resolution 2026-05 and Setting Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the

Chairperson to sign.

ADDITIONAL PUBLIC COMMENT

23) 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.

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

November 3, 2026

Reference ID: 2026-720

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

County Counsel

NO ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Hayley Carter, Office Technician	grerttr

RECOMMENDED ACTION:

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BACKGROUND / SUMMARY / JUSTIFICATION:

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FISCAL IMPACT:

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

STRATEGIC PLAN ALIGNMENT:

APPROVALS:

Hayley Carter	Created -
Darcy Israel	-
Hayley Carter	-
Amy Shepherd	-
Keri Oney	-
John Vallejo	-
Denelle Carrington	-

ATTACHMENTS:

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

November 3, 2026

Reference ID: 2026-721

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

Assessor

NO ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
zgagaf, zgagaf, zgagaf, zgagaf, zgagaf, zgagaf	ututyuty, ututyuty, ututyuty, ututyuty, ututyuty, ututyuty

RECOMMENDED ACTION:

sdfdsfsdfsd

BACKGROUND / SUMMARY / JUSTIFICATION:

uyiotoyioy

FISCAL IMPACT:

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

STRATEGIC PLAN ALIGNMENT:

APPROVALS:

Hayley Carter	Created -
Darcy Israel	-
Hayley Carter	-
Amy Shepherd	-
Keri Oney	-
John Vallejo	-
Denelle Carrington	-

ATTACHMENTS:

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

November 3, 2026

Reference ID: 2026-731

Public Employment – Pursuant to Government Code §54957 – Title: Public Works Director.

County Administrator - Personnel

NO ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
xxxxxx	xxxxxx

RECOMMENDED ACTION:

Closed Session

BACKGROUND / SUMMARY / JUSTIFICATION:

Closed Session

FISCAL IMPACT:

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

APPROVALS:

Keri Oney	Created -
Darcy Israel	-
Keri Oney	-
Amy Shepherd	-
Keri Oney	-
John Vallejo	-
Denelle Carrington	-

ATTACHMENTS:

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

November 3, 2026

Reference ID: 2026-740

Public Employment – Pursuant to Government Code §54957 – Title: Planning Director.

County Administrator - Personnel

NO ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
XXXXX	XXXXX

RECOMMENDED ACTION:

Closed Session

BACKGROUND / SUMMARY / JUSTIFICATION:

Closed Session

FISCAL IMPACT:

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

STRATEGIC PLAN ALIGNMENT:

APPROVALS:

Keri Oney	Created -
Darcy Israel	-
Keri Oney	-
Amy Shepherd	-
Keri Oney	-
John Vallejo	-
Denelle Carrington	-

ATTACHMENTS:

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

November 3, 2026

Reference ID: 2026-753

Update on Northern Inyo Healthcare District

Board of Supervisors

NO ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Outside Agency	Christian Wallis

RECOMMENDED ACTION:

Receive an update on the Northern Inyo Healthcare District from CEO Christian Wallis.

BACKGROUND / SUMMARY / JUSTIFICATION:

Northern Inyo Healthcare District CEO Christian Wallis, DHA, MBA, FACHE, will provide the Board with an update on the district. He previously updated your Board in August of this year.

FISCAL IMPACT:

There is no fiscal impact associated with this update.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Decline to receive the update.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Israel	Created/Initiated - 10/23/2026
Darcy Israel	Approved - 10/23/2026
Denelle Carrington	Final Approval - 10/26/2026

ATTACHMENTS:

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

November 3, 2026

Reference ID: 2026-765

Approval of Minutes from the Regular Board of Supervisors Meeting of October 27

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Clerk of the Board	Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of October 27, 2026.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Israel	Created -
Darcy Israel	-

ATTACHMENTS:

1. Draft October 27, 2026 Minutes

MINUTES

County of Inyo
Board of Supervisors

October 27, 2026

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 2:00 p.m., on October 27, 2026, at the Tecopa Community Center, with the following Supervisors present: Chairperson Trina Orrill, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Scott Marcellin. Also present: Assistant CAO Denelle Carrington, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel.

Pledge of Allegiance

Public Works Facilities Operations Supervisor Shane Rily led the Pledge of Allegiance.

Public Comment I

The Chairperson asked for public comment related to items not calendared on the agenda and comment was received from Michael Sumpter, Larry Levy, Lance Hamrick, an unidentified gentleman, Jim Copeland and Pam Bold from High Sierra Energy Foundation.

County Department Reports

Treasurer-Tax Collector Christy Martindale reported that she and Assistant Treasurer-Tax Collector Meghan O'Keefe are currently performing property inspections on Tecopa tax default properties and provided information on the upcoming auction.

Public Works Senior Civil Engineer Marc Lucas provided an update on the Connecting Tecopa Bicycle and Pedestrian Safety Corridor project.

Clerk-Recorder Danielle Sexton shared updates on upcoming election activities and announced a special Halloween wedding event taking place in her office. She also made a statement about election security being a non-partisan issue,

Employee Service Milestone

The Board and Assistant HHS Director Gina Ellis recognized Shelley Scott for 10 years of service with Inyo County.

Introduction

Treasurer-Tax Collector Christy Martindale introduced Assistant Treasurer-Tax Collector Meghan O'Keefe to attendees.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve the minutes from the special Board of Supervisors meeting of October 12, 2026 and the regular meeting of October 13, 2026. Motion carried unanimously.

CAO-Information Services – Grant Application Letter of Support

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve and authorize the Chairperson to sign a letter of support for Inyo Networks, Inc. (dba Onward)'s application to the California Public Utilities Commission's California Advanced Services Fund (CASF) Broadband Infrastructure Grant Account, to extend fiber-to-the-home service to the community of Aberdeen. Motion carried unanimously.

CAO – Tecopa Hot Springs Concessionaire Operations and Fee Update

Deputy CAO Meaghan McCamman Ostrander introduced Tecopa Hot Springs and Campground Concessionaire Lance Hamrick, who provided an update on current operations and outlined the need to revise the facility's fee structure to better support its service offerings.

Moved by Supervisor Marcellin and seconded by Supervisor Roeser to approve a revised rate structure for services at the Tecopa Hot Springs and Campground, as proposed by the Concessionaire, Flippin Happy Campers & Lance Hamrick LLC. Motion carried unanimously.

Planning Department – Bonanza Peak Solar

Planning Department staff conducted a workshop to update the Board and the community on the status of the proposed Bonanza Peak Solar Project and provided a review of project documents.

DRAFT

Project Update

Public comment was received from Michael Sumpter, Patrick Donnelly, Laura Cunningham, Billy Eichenbaum, Bill Helmer, Larry Levy, Vernon Lee, Lynn Boulton, Wynne Benti, a gentleman from Charleston View, and Matt Kingsley.

Assistant County Counsel Stacey Simon, Planning Director Cathreen Richards, Planning Associate Cynthia Draper, Bonanza Peak Solar Senior Director of Permitting Stephanie Lauer, and Helix Environmental Planning Consultant Robert Edgerton answered Board and constituent questions.

Planning Department – ZTA 2026-02/Update to County Code

The Chairperson opened a public hearing at 4:09 p.m. and with no one wishing to provide comment, closed the public hearing at 4:11 p.m.

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to:

A) Approve the ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Amending Section 21.20.020 of the Inyo County Code Pertaining to Renewable Energy Impact Determinations and Renewable Energy Permits with Regard to Development Standards;" and
B. Waive further reading of and enact said ordinance.

Motion carried unanimously.

Workshop

The Board received updates from the following entities and organizations:

- Death Valley National Park, Superintendent Mike Reynolds and Deputy Superintendent Abby Wines;
- Tribes of the Eagle Mountain (TOTEM) representative Vernon Lee;
- Friends of the Amargosa Basin committee members Matt Kingsley, Cameron Mayer, and Susan Sorrells;
- Amargosa Conservancy Vice President Patrick Donnelly;
- Southern Inyo Fire Protection District Fire Chief Bill Lutze and SIFPD Board President Robin Flinchum;
- Community Advocates for South East Inyo representative Susan Sorrells; and
- Inyo Chamber of Commerce Executive Director Melissa Reinig.

Public Comment II

The Chairperson asked for public comment related to items not calendared on the agenda and comment was received from Billy Eichenbaum.

Adjournment

The Chairperson adjourned the meeting at 5:21 p.m. to 8:30 a.m. Tuesday, November 3, 2026, in the County Administrative Center in Independence.

DRAFT

_____

Chairperson, Inyo County Board of Supervisors

Attest: *DENELLE CARRINGTON*
Acting Clerk of the Board

by: _____
Darcy Israel, Assistant

INYO COUNTY BOARD OF SUPERVISORS

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DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

November 3, 2026

Reference ID: 2026-706

Amendment No. 1 to the agreement with Regents of UC Davis of Davis, CA

Health & Human Services

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Gina Ellis , Assistant HHS Director	Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve Amendment No. 1 to the agreement between the County of Inyo and the Regents of the University of California, UC Davis of Davis, CA, increasing the contract to an amount not to exceed $448,418.75 and modifying the scope of work to include Child and Family Services Review (C-CFSR) support, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On March 25, 2025, the Board of Supervisors approved a three-year agreement with the Regents of the University of California, Davis (UC Davis), for training services in an amount not to exceed $355,725, for the period of July 1, 2025, through June 30, 2028.

Health and Human Services is requesting an amendment to increase the contract by $92,693.75 for a new not-to-exceed amount of $448,418.75 to expand the scope of the existing agreement to include specialized technical assistance and support for the County's California Child and Family Services Review (C-CFSR) process.

The C-CFSR is a state-mandated review process designed to assess the performance of county child welfare and probation systems and identify opportunities for improvement. The proposed amendment will allow the County to utilize UC Davis's expertise to assist with the planning, coordination, and facilitation of the County Peer Review, community partner meetings, and focus groups. UC Davis will also provide data compilation, technical assistance, and support in developing the County Self-Assessment (CSA) and System Improvement Plan (SIP).

These activities involve significant coordination, analysis, and reporting requirements. County staff will work closely with the UC Davis team throughout the process, providing local knowledge, program information, and input into the development of required reports and deliverables. UC Davis's specialized experience and familiarity with California's child welfare system will help ensure the timely completion of required activities.

Services will be provided as requested by the County, with costs based on services actually performed and allowable expenses incurred. All other terms and conditions of the original agreement will remain unchanged, except for the expanded scope of work and associated increase in the contract amount.

FISCAL IMPACT:

Funding Source	Grant Funded (State and Federal reimbursement) and Social Services realignment	**Budget Unit**	055800
Budgeted?	Yes	**Object Code**	5265
Recurrence	Ongoing Expenditure	**Sole Source?**	Yes

If Sole Source, provide justification below

Inyo County is part of a training consortium of approximately 40 counties which pool state Social Services training funds and has a long-standing relationship with UC Davis to develop and provide targeted training and assistance to address the needs of Social Services employees.

Current Fiscal Year Impact
Up to $46,346.88 for the period between 2026 and 2027
Future Fiscal Year Impacts
Up to $46,346.87 for the period between 2027 and 2028
Additional Information

$150,195 is currently budgeted for the UC Davis Training Contract. If the planned annual training and C-CFSR technical assistance exceeds this amount, the budget will be increased at mid-year or third quarter.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to deny the proposed amendment; however, this is not recommended, as it would limit the County's access to UC Davis's specialized expertise and technical assistance in meeting C-CFSR requirements and supporting ongoing system improvement efforts.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Enhanced Health, Social, & Senior Services
High-Quality Services I High-Quality County Government Services

APPROVALS:

Gina Ellis	Created/Initiated - 10/02/2026
Darcy Israel	Approved - 10/02/2026
Gina Ellis	Approved - 10/02/2026
Lyndsey Garrett	Approved - 10/05/2026
Anna Scott	Approved - 10/05/2026
Amy Shepherd	Approved - 10/05/2026
John Vallejo	Approved - 10/05/2026
Denelle Carrington	Final Approval - 10/05/2026

ATTACHMENTS:

1. UCDPO00144729 Inyo County A1 rev2 PEK
2. The Regents of the University of California UC DAVIS 07.01.25-06.30.28

UC Davis Purchase Agreement # UCDPO00144729
CPE Agreement # GENT-2025-11
Control #C114582
Amendment # 1

FIRST AMENDMENT TO TRAINING SERVICES AGREEMENT
(INYO COUNTY HEALTH AND HUMAN SERVICES)

THIS FIRST AMENDMENT is made to the University of California, Davis campus agreement # UCDPO00144729 between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("**University**") on behalf of its Davis Campus Continuing and Professional Education (the **"CPE")** and INYO COUNTY HEALTH AND HUMAN SERVICES **("User").**

The parties to the above-referenced agreement agree as follows:

1. Payment. The payment amount shall be amended to increase the total amount by $92,693.75. The total not to exceed amount for User shall now read: $448,418.75. "Exhibit A-1" and "Exhibit A-2", attached hereto and incorporated herein, reflects updated scope.

2. Other Terms. All other terms and conditions of the agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	INYO COUNTY HEALTH AND HUMAN SERVICES
By: Steven Kobayashi Digitally signed by Steven Kobayashi Date: 2026.09.29 14:21:40 -07'00'	By: _____
Steven Kobayashi, Associate Director Procurement and Contracting Services UC Davis	Print Name: _____ Title: _____
Date: September 29, 2026	Date: _____

EXHIBIT A-1

TRAINING PROGRAM

1. 90.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.

2. University will provide the following:

   a. Needs assessment, curriculum planning and implementation.
   b. Instructional and student services.
   c. Instructional materials.
   d. Evaluation and feedback.
   e. Continuing education credit.
   f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
   g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
   h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
   i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.

3. User will provide the following:

   a. Training facility and audio-visual equipment.
   b. On-site coordination of training.

Training Units	CHS Daily Rate		
90.00	$ 4,250.00	$382,500.0	Total Contract Amount
		($26,775.00)	Less CPE 7% Cost Share
		$355,725.00	**Total User Contract Share**

CPE Agreement #GENT-2025-11
Control #C114582

INYO COUNTY CALIFORNIA – CHILD AND FAMILY SERVICES REVIEW (C-CFSR) SUPPORT

1. University will provide the following:

    b. Provide technical assistance in preparation for and facilitation of a 3-day County Peer Review.
        1. Develop schedule for all peer review events (planning meetings, orientation, peer review, etc.)
        2. Facilitate weekly planning meetings
        3. Prepare peer recruitment materials
        4. Prepare case materials for review
        5. Create website for peer review
        6. Develop and facilitate peer and interviewee trainings
        7. Coordinate peer travel and lodging
        8. Coordinate facility rental and catering
        9. Facilitate 3-day peer review

    c. Provide support and facilitation for a community partner meeting and focus groups.
        1. Develop schedule
        2. Prepare recruitment materials
        3. Draft list of discussion questions
        4. Prepare Welcome PowerPoint
        5. Coordinate facility rental and catering
        6. Facilitate in-person meetings

    d. Review and compile data from peer interviews, partner meeting, and focus groups and submit to County.

    e. Provide technical assistance and support for the development of the CSA report.
        1. Provide a detailed checklist and report timeline
        2. Provide a detailed template with instructions for each report section
        3. Compile data for the Demographic Profile and Outcome Data Measure sections of the report
        4. Draft the Peer Review and Stakeholder Meeting sections of the report
        5. Provide two rounds of revisions

    f. Provide technical assistance and support for the development of the SIP report.
        1. Provide a detailed checklist and report timeline
        2. Provide a detailed template with instructions for each report section
        3. Provide coaching on the development of SMART goals
        4. Consult on SIP strategies, action steps, and timeline
        5. Draft the Introduction and Placement Initiative sections of the report
        6. Provide two rounds of revisions

2. Client will provide the following:

a. Client shall participate in conference calls with state consultants and University experts

b. Client shall identify and make designated staff available to participate in the Peer Review process prior to the event and during the event.

c. Client will coordinate all Peer Review related logistical requirements through University.

d. Client will gather information and provide analysis for all required sections of the CSA and SIP, review required CSA sections and provide input and data as needed, review and revise drafts of CSA document that are submitted to CDSS

e. Client will cooperate with University's subject matter experts.

Total C-CFSR Support Services and Estimated Expenses: $92,693.75

Services identified in Exhibit A-2 will be provided as requested by Client. Client will be invoiced only for services performed and actual allowable expenses incurred. The total amount identified in Exhibit A-2 represents the maximum amount available for C-CFSR support services under this amendment and does not constitute a commitment by Client to utilize all listed services.

CUSTOM TRAINING SERVICES COSTS: $355,725.00
C-CFSR SUPPORT SERVICES COSTS: $92,693.75

TOTAL CONTRACT COSTS: $448,418.75

CPE Agreement #GENT-2025-11
Control #C114582

EXHIBIT A-2
C-CFSR SUPPORT SERVICES AND BUDGET

The following services and estimated expenses support the additional C-CFSR scope described in Exhibit A-1. Services will be provided as requested by Client and invoiced only for services performed and actual allowable expenses incurred, up to the maximum amount shown below.

Component	Service / Expense	Amount
Planning	Peer Review Planning and Write-up	$16,000.00
Planning	Stakeholder Meeting and Planning	$3,500.00
Planning	Focus Groups Planning	$1,500.00
Planning	CSA Report	$2,500.00
Planning	SIP Report	$1,500.00
Facilitation	Peer Review Facilitation	$15,500.00
Facilitation	Stakeholder Meeting Facilitation	$2,500.00
Facilitation	Focus Groups Facilitation	$6,000.00
In-person Coordination	Peer Review In-Person Planning	$4,500.00
In-person Coordination	Stakeholder Meeting In-Person Planning	$2,000.00
In-person Coordination	Focus Groups In-Person Planning	$500.00
	SERVICE SUBTOTAL	**$56,000.00**
Other Expenses	Peer travel	$6,000.00
Other Expenses	Peer lodging	$6,750.00
Other Expenses	UCD staff travel	$1,800.00
Other Expenses	UCD staff lodging	$4,750.00
Other Expenses	Catering	$4,300.00
Other Expenses	Facility	$2,000.00
Other Expenses	Materials/supplies	$150.00
Other Expenses	Indirect on Other Expenses (42.5%)	$10,943.75
	OTHER EXPENSES SUBTOTAL	**$36,693.75**
	MAXIMUM C-CFSR SUPPORT AMOUNT	**$92,693.75**

Note: Other Expenses are estimates and will be billed based on actual allowable expenses incurred. The maximum C-CFSR support amount will not be exceeded without a written amendment or other written authorization as required by the agreement.

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 25th day of March 2025 an order was duly made and entered as follows:

HHS-Social Services – FY 25-28 UC Davis Sole-Source Contract

Moved by Supervisor Roeser and seconded by Supervisor Wadleton to:

A) Declare the Regents of UC Davis of Davis, CA a sole-source provider of training services;

B) Approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in amount not to exceed $355,725.00 for the period of July 1, 2025 through June 30, 2028, contingent upon the Board's adoption of future budgets; and

C) Authorize the Chairperson to sign.

Motion carried unanimously.

WITNESS my hand and the seal of said Board this 25th
Day of March, 2025

NATHAN GREENBERG
Clerk of the Board of Supervisors

By: _____

Routing
CC *Purchasing* *Personnel* *Auditor* *CAO* *Other: HHS* *DATE: March 31, 2025*

INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

March 25, 2025

Reference ID:
2025-86

Fiscal Year 2025-2028 UC Davis Sole-Source Contract

Health & Human Services - Social Services

ACTION REQUIRED

ITEM SUBMITTED BY
Tyler Davis, Administrative Secretary III

ITEM PRESENTED BY
Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

A) Declare the Regents of UC Davis of Davis, CA a sole-source provider of training services;
B) Approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in amount not to exceed $355,725.00 for the period of July 1, 2025 through June 30, 2028, contingent upon the Board's adoption of future budgets; and
C) Authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County is part of a training consortium made up of approximately forty small and medium sized counties. The consortium pools State Social Services training funds and has a long-standing relationship with UC Davis Extension to develop and provide targeted training to address the needs of Social Services employees in those counties. UC Davis maintains evidence-based practice research, as well as the most current federal and state laws and regulations to ensure their training programs are relevant, high quality, and up to date. The vast majority of these training courses are provided on-site at one of our local facilities, thus reducing travel costs and time away from the office for employees.

This 3-year contract will provide 90 units (days) of on-site training throughout the 25-28 fiscal year. This will provide for continued training related to not only our technical Social Services program needs, but also related to professional employee development, management and supervision development and project management, as well as increase our training opportunities for local resource families, formerly referred to as foster parents. We coordinate and mutually share training when feasible, with Mono County Social Services, as well as invite other Inyo County departments to any relevant training.

FISCAL IMPACT:

Funding Source	Grant Funded (State and Federal reimbursement) and Social Services Realignment	**Budget Unit**	055800
Budgeted?	No, the term of the contract is for future fiscal years and will be included in the next budget cycle.	**Object Code**	5265
Recurrence	Ongoing Expenditure	**Sole Source?**	Yes

If Sole Source, provide justification below

(See Summary above)

Current Fiscal Year Impact
Up to $150,000 for each fiscal year. This is determined by the number of trainings that are taken by staff.
Future Fiscal Year Impacts
Up to $150,000 for each fiscal year. This is determined by the number of trainings that are taken by staff.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The alternative would be not to enter this training arrangement, which supplies on-site training at no cost to the County General Fund. This contract allows our associates to receive on-going, specialized training without spending taxpayer's dollars on travel expenses.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

We routinely invite others to the trainings where appropriate: Additional Health and Human Services staff, community partners, and other County departments (past trainings have included staff from Probation, Administration, Public Works and Child Support).

STRATEGIC PLAN ALIGNMENT:

High Quality Services I Quality County Employees

APPROVALS:

Tyler Davis	Created/Initiated - 2/5/2025
Darcy Israel	Approved - 2/5/2025
Tyler Davis	Approved - 2/6/2025
Anna Scott	Approved - 2/14/2025
Gina Ellis	Approved - 2/18/2025
Melissa Best-Baker	Approved - 2/18/2025
Grace Weitz	Approved - 2/18/2025
John Vallejo	Approved - 2/20/2025
Amy Shepherd	Approved - 3/4/2025
Nate Greenberg	Final Approval - 3/17/2025

ATTACHMENTS:

1. Fiscal Year 2025-2028 UC Davis Contract

County of Inyo

Sole Source Authorization Form

Vendor:	UC Davis
Date:	01/31/2025

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:

- ☐ **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.**
- ☑ **The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.**
- ☐ **The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.**
- ☐ **The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.**
- ☐ **A critical proposed schedule for the service and/or product that only one proposed contractor can meet.**
- ☐ **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.
☐ $5,001 to $10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.
	☐ Informal bids received
☐ $10,001 to $25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.
	☐ Informal bids received
☐ $25,001 to $75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.
	☐ 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:

Inyo County is part of a training consortium made up of approximately forty small and medium sized counties. The consortium pools State Social Services training funds and has a long-standing relationship with UC Davis Extension to develop and provide targeted training to address the needs of Social Services employees in those counties. UC Davis maintains evidence-based practice research, as well as the most current federal and state laws and regulations to ensure their training programs are relevant, high quality, and up to date. The vast majority of these training courses are provided on-site at one of our local facilities, thus reducing travel costs and time away from the office for employees. This 3-year contract will provide 90 units (days) of on-site training throughout the 25-28 fiscal year. This will provide for continued training related to not only our technical Social Services program needs, but also related to professional employee development, management and supervision development and project management, as well as increase our training opportunities for local resource families, formerly referred to as foster parents. We coordinate and mutually share training when feasible, with Mono County Social Services, as well as invite other Inyo County departments to any relevant training.

Department Head Signature

Sole Source Approval
Denelle Carrington Denelle Carrington (Feb 5, 2025 10:12 PST)
Purchasing Agent Signature
Grace Weitz
County Counsel Signature
Amy Shepherd
Auditor-Controller Signature

TRAINING SERVICES AGREEMENT
(INYO COUNTY HEALTH AND HUMAN SERVICES)

THIS AGREEMENT (**"Agreement"**) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (**"University"**), on behalf of its Davis Campus Continuing and Professional Education (the **"CPE"**) and INYO COUNTY HEALTH AND HUMAN SERVICES (**"User"**).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (**"Program"**) and;

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (**"Exhibit B"**, if applicable);

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (**"Program"**) as more fully described in "Exhibit A", attached hereto and incorporated herein (collectively, the **"Services"**). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.

    a. Limit on attendance: No more than thirty-five (35) persons per course session may attend without the prior written approval of the University.

    b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.

2. Term: The term of this Agreement shall be from July 1, 2025 and continue through June 30, 2028. All courses must be completed by June 30, 2028.

3. Payment: User shall pay University for Service as set forth in "Exhibit A", attached hereto and incorporated herein. CPE will provide User thirty (30) days' written notice of any proposed rate

change and an option to amend or terminate the Agreement. User shall pay for Services within thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.

5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:

    a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars ($1,000,000).

    b. Auto Liability including non-owned automobiles, with a minimums as follows:

        i. Bodily injury
            1. Per person — $1,000,000
            2. Per accident — $1,000,000
        ii. Property damage — $1,000,000

    c. Workers Compensation insurance in accordance with California state law.

    d. Employer's Liability coverage in the amount of one million dollars ($1,000,000).

    e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

    f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This

insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.

7. Non-Liability of University:

   a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.

   b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.

   c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.

8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.

   a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.

   b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a

court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.

d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.

9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.

11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.

12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.

14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.

16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:

    a. An investment worth $2,000 or more in User or its affiliate;

    b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;

    c. Receipt during the past 12 months of $500 in income or $440 in gifts from User or its affiliate; or

    d. A personal financial benefit from this Agreement in the amount of $250 or more.

    In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.

18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified**

individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (**"CANRA"**). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY
Michell Franklin
Program Director
Continuing & Professional Education
University of California, Davis
463 California Drive
Davis, CA 95616
E-mail: mtfranklin@ucdavis.edu

USER
Tyler Davis
Administrative Secretary
Inyo County
Health and Human Services
1360 N Main Street
Bishop, CA 93514
E-mail: tdavis@inyocounty.us

ADDITIONAL UNIVERSITY
Human Services
Custom Training and Services
Continuing & Professional Education
University of California, Davis
463 California Drive
Davis, CA 95616
E-mail: UCDE-CTS@ou.ad3.ucdavis.edu

ADDITIONAL USER
Morningstar Willis-Wagoner
Deputy Director
Inyo County
Health and Human Services
1360 N Main Street
Bishop, CA 93514
E-mail: mwagoner@inyocounty.us

21. Attorneys' Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.

23. Governing Law: This Agreement shall be construed pursuant to California law.

24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.

25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

[Signatures on next page]

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AGREED AND ACCEPTED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: Steven Kobayashi Digitally signed by Steven Kobayashi DN: cn=Steven Kobayashi, o=Regents of the University of California, ou=Procurement & Contracting Services, email=vtkobayashi@ucdavis.edu, c=US Date: 2025.04.02 12:28:45 -07'00'

Steven Kobayashi, Associate Director
Procurement & Contracting Services

UC Davis

Date: April 2, 2025

INYO COUNTY HEALTH AND HUMAN SERVICES

By: Scott Marcellin
(authorized signatory)

Print Name: Scott Marcellin

Date: 03/25/2025

EXHIBIT A

TRAINING PROGRAM

1. 90.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.

2. University will provide the following:

   a. Needs assessment, curriculum planning and implementation.
   b. Instructional and student services.
   c. Instructional materials.
   d. Evaluation and feedback.
   e. Continuing education credit.
   f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
   g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
   h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
   i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.

3. User will provide the following:

   a. Training facility and audio-visual equipment.
   b. On-site coordination of training.

Training Units	CHS Daily Rate		
90.00	$ 4,250.00	$382,500.0	Total Contract Amount
		($26,775.00)	Less CPE 7% Cost Share
		$355,725.00	**Total User Contract Share**

Exhibit B

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE STATE "N/A" ON THIS EXHIBIT.

N/A

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

November 3, 2026

Reference ID: 2026-724

Award of Bid for the Purchase of a 2,000-Gallon Water Truck for the Bishop-Sunland Landfill

Public Works - Recycling & Waste Management

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Richard Shore, Compliance and Project Manager	Richard Shore, Compliance and Project Manager

RECOMMENDED ACTION:

Declare One Nation Distribution of Volant, PA the successful bidder for a new 2,000-Gallon Water Truck and authorize a purchase order in an amount not to exceed $148,777.29, including sales tax and free delivery.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Department issued a formal Request for Proposal (RFP) through OpenGov in order to solicit proposals for the purchase of a new 2,000-gallon Water Truck for the Bishop-Sunland Landfill. Six (6) bids were received and then given a score for base price, equipment suitability, and availability. Based upon the proposal evaluation scoring criteria, One Nation Distribution was selected as the winning bidder with the best overall total score. The other bidders that submitted proposals are shown below in descending rank according to score:

2nd) West-Mark: $144,154.61
3rd) Fresno Truck Center: $148,052.47
4th) McCandless Truck Center: $159,879.80
5th) Velocity Truck Center: $168,908.59
6th) Diamond Steel Co.: $209,757.44

The Water Truck is an essential piece of equipment for daily operations at the Bishop-Sunland Landfill. It is used throughout each working day to suppress dust generated onsite during landfill operations and from vehicular travel. Operational permits from the Environmental Health Department and Great Basin Air Pollution Control District require dust suppression at our landfill facilities and a reliable water truck will help maintain compliance with these permit requirements. The Water Truck also serves a dual purpose as a fire-fighting unit at the landfill when occasional fires start in the active waste face from discarded batteries or hot ashes.

A reliable Water Truck will improve site conditions through routine dust mitigation and improve operational safety during emergency fire situations. Replacing the aging unit currently in service will lower maintenance costs, increase dependability, and ensure that landfill operations can continue without disruption. For these reasons, acquiring a new Water Truck is necessary to maintain consistent, safe, and cost-effective landfill operations.

FISCAL IMPACT:

Funding Source	Non-General Fund	**Budget Unit**	045700
Budgeted?	Yes	**Object Code**	5650
Recurrence	One-Time Expenditure	**Sole Source?**	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to $148,777.29 for the period between November 3, 2026 and June 30, 2027
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award this bid to the selected bidder. However, this is not recommended due to the need for a water truck for routine dust-suppression and emergency fire-suppression purposes at the Bishop-Sunland Landfill.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I High-Quality County Government Services
High-Quality Services I Improved County Facilities
High-Quality Services I Public Safety and Emergency Response

APPROVALS:

Richard Shore	Created/Initiated - 10/06/2026
Darcy Israel	Approved - 10/06/2026
Richard Shore	Approved - 10/06/2026
Breanne Nelums	Approved - 10/07/2026
Amy Shepherd	Approved - 10/20/2026
Keri Oney	Approved - 10/20/2026
John Vallejo	Approved - 10/26/2026
Denelle Carrington	Final Approval - 10/26/2026

ATTACHMENTS:

1. Water Truck Bid - Score Sheet

Bidder	Base Price	Optional Delivery Price	Exceptions	Delivery Time	Suitability (20 pts)	Base Price (70 pts)	Delivery (10 pts)	Total Score (/ 100 pts)	Overall Rank
One Nation Distribution	$ 148,777.29	$ -	None	30 days	20	68	9	**97**	**1**
West-Mark	$ 144,154.61	$ 2,850.00	"None" listed, but specs show 4,000-gal tank, no LED lights.	300 days	18	70	3	**91**	**2**
Fresno Truck Center	$ 148,052.47	$ 900.00	Diesel Engine - no gas. Air Brakes - no hydraulic. External sight glass only. No tank liner. No keyless remotes. Cloth seats.	15 days	10	68	10	**88**	**3**
McCandless Truck Center	$ 159,879.80	$ 1,500.00	Diesel Engine - no gas. Air Brakes - no hydraulic. External sight glass only.	200 days	13	60	5	**78**	**4**
Velocity Truck Center	$ 168,908.59	$ -	Halogen lights - No LED.	180 - 200 days	19	52	5	**76**	**5**
Diamond Steel Co.	$ 209,757.44	$ 3,700.00	Diesel Engine - no gas. Air Brakes - no hydraulic. No strainer - internal mesh sump. Halogen lights - no LED.	395 days	12	40	1	**53**	**6**

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

November 3, 2026

Reference ID: 2026-692

Budget Amendment and Purchase of a Rebuild of the Bishop-Sunland Landfill 826K Caterpillar Compactor

Public Works - Recycling & Waste Management

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Richard Shore, Compliance and Project Manager	Richard Shore, Compliance and Project Manager

RECOMMENDED ACTION:

A) Amend the Fiscal Year 2026-2027 Solid Waste General Budget (045700) as follows: increase Equipment Object Code 5650 by $650,000.00, by transfer of funds from Solid Waste fund balance (*4/5ths vote required*);
B) Declare Empire CAT of Sparks, NV a sole-source provider of Caterpillar-brand equipment repairs and rebuilds; and
C) Authorize the issuance of a purchase order for the rebuild of the Bishop-Sunland Landfill Caterpillar 826K Compactor for an amount not-to-exceed $650,000.00 to Empire CAT of Sparks, NV.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Recycling & Waste Management is asking to rebuild our Caterpillar 826K Landfill Trash Compactor at the Bishop-Sunland Landfill. The Compactor is the single most vital piece of heavy equipment for our daily landfill operations, and our current Compactor (11 years old; purchased in 2015) is showing signs of excessive wear. The repairs needed are beyond the capabilities of our equipment mechanics. If the rear differential or other critical parts of the Compactor fail, we will be unable to move the machine due to its size and weight, and it would require mobilizing a crane to load it onto a truck for transport and costly repair. Current cost estimates for a brand-new Caterpillar 826K Compactor exceed $1.8 million.

Representatives from Empire CAT of Sparks, NV performed a detailed on-site inspection of our 826K Compactor and deemed it a great candidate for a rebuild. The machine is designed to be rebuilt, and they expect ours will have another 10-to-12 year lifespan after the repairs and rebuild are completed. Their detailed cost estimate, based on the on-site compactor inspection, is $550,294.06 (estimate and inspection report attached). Current cost estimates for the round-trip transport of the Compactor to their shop for repair in Reno, NV, range from $15,000.00 to $25,000.00. Inyo County Recycling & Waste Management is therefore requesting a not-to-exceed budget of **$650,000.00** for the rebuild and transportation of our 826K Compactor. We have included a small contingency amount (~15%) for unexpected repairs that might be found during disassembly of the machine, and for potential special winter travel requirements on the return transport from Reno to Bishop. Empire CAT expects a total turnaround time of 10-to-12 weeks for transport, disassembly, inspection, rebuild and return.

FISCAL IMPACT:

Funding Source	Non-General Fund	**Budget Unit**	045700
Budgeted?	Yes, with the budget amendment in the agenda item	**Object Code**	5650
Recurrence	One-Time Expenditure	**Sole Source?**	Yes

If Sole Source, provide justification below

Due to Caterpillar allocating exclusive territories for their dealerships, Empire CAT is the only Caterpillar-certified dealership that services our region. Their Reno, NV shop is also the closest repair center to Inyo County and affords the least expensive transportation and repair of the Compactor. Other repair centers in the western US include Henderson, NV and Mesa, AZ.

Current Fiscal Year Impact
Up to $650,000.00 for the period between November 3, 2026, and June 30, 2027
Future Fiscal Year Impacts
N/A
Additional Information

The projected fund balance in the Recycling & Waste Management Fund, after approval of this FY 2026-27 budget amendment, will be $2,291,475.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this purchase. However, this is not recommended for a number of reasons. If the compactor were to experience a rear-differential or other critical component failure due to its age and worn condition, it would require mobilizing a large crane to the Landfill to load the compactor for transport and costly repair at a certified CAT dealership. Emergency repairs would be more costly overall with increased transportation costs, and would result in unplanned down-time and increased waste volumes without the ability to compact the trash, further reducing the lifespan of the Bishop-Sunland Landfill. Other alternatives include the purchase of a new Caterpillar 826K Compactor, currently estimated at over $1.8 million.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I Improved County Facilities

APPROVALS:

Richard Shore	Created/Initiated - 10/07/2026
Darcy Israel	Approved - 10/07/2026
Richard Shore	Approved - 10/07/2026
Breanne Nelums	Approved - 10/07/2026
Amy Shepherd	Approved - 10/20/2026
Keri Oney	Approved - 10/20/2026
John Vallejo	Approved - 10/21/2026
Denelle Carrington	Final Approval - 10/26/2026

ATTACHMENTS:

1. Signed Sole Source Authorization Form with Compactor Rebuild Estimate and Inspection Report Attached

County of Inyo

Sole Source Authorization Form

Vendor:	EMPIRE CAT (CATERPILLAR)
Date:	10/06/2026

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:

- ☐ 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.
- ☐ The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.
- ☐ The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.
- ☐ The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.
- ☐ A critical proposed schedule for the service and/or product that only one proposed contractor can meet.
- ☑ 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.
☐ $5,001 to $10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.
	☐ Informal bids received
☐ $10,001 to $25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.
	☐ Informal bids received
☐ $25,001 to $75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.
	☐ 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:

Inyo County Recycling & Waste Management is asking to rebuild our Caterpillar 826K Landfill Trash Compactor at the Bishop-Sunland Landfill. The Compactor is the single most vital piece of heavy equipment for our daily landfill operations, and our current Compactor (11 years old; purchased in 2015) is showing signs of excessive wear. The repairs needed are beyond the capabilities of our equipment mechanics. If the rear differential or other critical parts of the Compactor fail, we will be unable to move the machine due to its size and weight, and it would require mobilizing a crane to the landfill to load the broken machine onto a truck for transport and costly repair. Current cost estimates for a brand-new Caterpillar 826K Compactor exceed $1.8 million.

Representatives from Empire CAT of Sparks, NV performed a detailed on-site inspection of our 826K Compactor and deemed it a great candidate for rebuild. The machine is designed to be rebuilt, and they expect ours will have another 10-to-12 year lifespan after the repairs and rebuild are completed. Their detailed cost estimate, based on the on-site compactor inspection, is $550,294.06 (estimate and inspection report attached). Current cost estimates for the round-trip transport of the Compactor to their shop for repair in Reno, NV, range from $15,000.00 to $25,000.00. Inyo County Recycling & Waste Management is therefore requesting a not-to-exceed budget of $650,000.00 for the rebuild and transportation of our 826K Compactor. We have included a small contingency amount (~15%) for unexpected repairs that might be found during disassembly of the machine, and for potential special winter travel requirements on the return transport from Reno to Bishop. Empire CAT expects a total turnaround time of 10-to-12 weeks for transport, disassembly, inspection, rebuild and return.

Due to Caterpillar allocating exclusive territories for their dealerships, Empire CAT is the only Caterpillar certified dealership that services our region. Their Reno, NV shop is also the closest repair center to Inyo County and affords the least expensive transportation and repair of the Compactor. Other repair centers in the western US include Henderson, NV and Mesa, AZ.

The $650,000.00 is not currently available in our approved FY26-27 budget, however, adequate money exists in our Solid Waste Fund Balance (045700). A Budget Amendment (increasing Equipment Object Code 5650 by $650,000.00) and Purchase Authorization will both have to be approved by the Board of Supervisors prior to purchase, which is tentatively scheduled for the November 3, 2026 meeting.

Denelle Carrington
Denelle Carrington (Oct 6, 2026 11:08:34 PDT)

Department Head Signature

Sole Source Approval

Denelle Carrington
Denelle Carrington (Oct 6, 2026 11:08:34 PDT)

Purchasing Agent Signature

John-Carl Vallejo

County Counsel Signature

Heather C Williams

Auditor-Controller Signature



CAT CERTIFIED REPAIR OPTIONS

INYO COUNTY SOLID WASTE - 826K - 23206037

empire CAT

empirecat.com

CAT Certified Powertrain + Hydraulics (CPT+H)

CAT Certified Powertrain + Hydraulics - The CPT+H scope of work includes the components that make the machine move and cool. This also includes the hydraulic system.

All CAT certified rebuilds included the below steps:

Inspection/Evaluation - The condition of the machine is thoroughly inspected. This includes SOS fluid analysis, inspecting attachments, and reviewing maintenance and service records.

Disassembly - The machine is completely disassembled down to the basic machine frame. All parts are carefully inspected and measured against the Caterpillar Parts Reusability Guidelines.

Engineering Updates – Certain engineering improvements and updates may have been made since original manufacturing of the machine. Many of these improvements will be incorporated into the machine when it is reconditioned and reassembled.

Component Tests – Components based on option selected are completely disassembled, inspected, reconditioned, and updated to Caterpillar Certified Rebuild Standards. Each component is thoroughly bench tested before installation back into the machine.

Reassembly - Critical clearances and pressure settings are all maintained and recorded.

Performance Testing - All critical systems are tested to verify that they meet stringent rebuild specifications. All tests are periodically audited by Caterpillar to ensure the finished product meets Caterpillar standards.

Repainting - The entire machine is painted, and new identifying graphics are applied resulting in a new looking machine.

Client Evaluation - The rebuild process is complete when the client is satisfied with the reliability, productivity, and availability of the machine as it operates in their working environment.

CAT Certified Powertrain + Hydraulics (CPT+H)

- Engine Recondition
- Transmission Recondition
- Torque Converter Recondition
- Drive Line
- Transfer Gear Group
- Drive Axles
- Final Drive Recondition
- Electronic Controls & Sensors
- Radiator & Cooler Recondition
- Hydraulic Recondition
- Replace Hoses & Seals
- Recondition Hydraulic Valves, Cylinders, Motors, Filters, & Tank

Empire Options & Expectations

Price includes these options listed below

- 2026 Certified Powertrain plus Hydraulics including:
  - Refresh cab from inspection, includes tint.
    $16,158.51
  - Recondition A/C heater.
    $14,358.33
  - Replace battery cables and chassis harnesses.
    $27,878.41
  - Recondition hitch.
    $10,767.97
  - Install 3 new striker bars and hardware.
    $10,624.63
  - Repair damaged panels, guards, steps, handrails from inspection.
    $4,999.29
  - Replace compactor wheel wraps with new.
    $76,656.53
  - Recondition bottom guard system.
    $15,416.15
  - Estimating plating of belly pans.
- 23% Parts discount program.
- 3 Year / 5,000 hour Powertrain plus Hydraulic EPP.
  - Value of $23,015
- Estimated taxes.

Does not include:

- Machining
- Body panels and hood assemblies.
- Trash guards.
- Transport
- Fire Suppression.

Project Timeframe & Communication

- Empire will complete the rebuild in 10-12 weeks from date of delivery, dependent upon the repair option selected. For expedited turn times please reach out to your PSSR.
- Empire will assign a Rebuild Service Advisor to facilitate one-on-one communication throughout the Certified Rebuild process. The Rebuild Service Advisor will provide a single point of contact for the customer until their machine has been returned to service.
- The client is invited once the machine is disassembled to view components and wear items for replacement decisions(only applies to CPT/CPT Plus rebuilds)

Warranty Coverage Options

Empire offers a standard one-year parts and labor warranty with all Certified Rebuild Options.

Extended Equipment Protection Plans (EPP) are available dependent on the scope to be performed and can be customized to fit the planned utilization of the machine. Intervals can include various combinations of the time frames and hours below to better protect your investment.



Available Hour Intervals

- 3,000 Hours
- 4,000 Hours
- 5,000 Hours
- 6,000 Hours
- 7,500 Hours
- 8,000 Hours
- 10,000 Hours

Available Time Frames

- 12 Months
- 24 Months
- 36 Months
- 48 Months
- 60 Months

CAT Certified Powertrain + Hydraulics (CPT+H)

- Steering & Implement Controls
- Hydraulic Pumps
- Hydraulic Motors
- Hydraulic Cylinders
- Hydraulic Valves
- Hydraulic Accumulators
- Hydraulic Lines
- Hydraulic Hoses
- Electronic Controls
- Joystick
- Pilot Control Valve
- Hydraulic Tank
- Hydraulic Oil Filter Base
- Hydraulic Swivel
- Hydraulic Oil Temp Sensor
- Hydraulic Oil Cooler
- Transmission Oil Lines
- Drive Train Oil Lines
- Steering Gear & Valve

CAT Certified Powertrain (CPT)

POWERTRAIN ENGINE

- Fan & Fan Drive
- Hydraulic Fan Motor
- Jacket Water Pump, Drive Group
- Thermostat/Regulator
- Timing/Accessory Gears
- Timing Chain/Belt
- Engine Oil Cooler
- Engine Oil Pump
- Engine Oil Pan Group
- Engine Oil Filter Housing/Base
- Cylinder Block
- Cylinder Head Casting
- Crankshaft Main & Rod Bearings
- Piston & Connecting Rod
- Pistons & Piston Rings
- Camshaft & Camshaft Bearing
- Inlet/Exhaust Valve
- Push Rod & Balancer
- Rocker Arm & Rocker Shaft Assembly
- Valve Cover & Base
- Valve Spring
- Valve Guide
- Flywheel
- Air Line/Pipe
- Aftercooler Group
- Turbocharger
- Manifolds, Inlet & Exhaust
- Fuel Pump
- Governor
- Fuel Injection Pump
- Fuel Transfer Pump
- Solenoids/Sensors
- Electronic Control Module (ECM)

DRIVE TRAIN

- Differential Case
- Differential Steering Components
- Axle Housing Assembly
- Axle Shaft
- Drive Axle
- Final Drive Case/Bore
- Final Drive Gears
- Universal Joint

TRANSMISSION, TORQUE CONVERTER & TRANSFER CASE

- Transmission Case
- Transmission Gears
- Transmission Hydraulic Control
- Transmission Electronic Control
- Transmission Oil Pump
- Transmission Oil Filter Base
- Torque Converter
- Transfer Gear Group

CAT Financing Options 2026

CAT product support financing options that are currently available

CAT Card

- 0% interest for 3 months (no pay)
- 0% interest for 6 months (no pay)
- 0% interest for 6 months (equal pay)
- 0% interest for 12 months (equal pay)
- 0% interest for 24 months (equal pay)
- 4.9% interest for 36 months (equal pay)
- Talk to your rep for special financing

Price Summary

This is only an estimate, a firm quote will be given after disassembly and inspection of parts and reuse guidelines applied.

CPT+H

$550,294.06

Estimate

- CAT Certified items
- Options



Thank you for allowing us the opportunity to detail your rebuild options. We recognize this is a significant decision and are grateful to be considered your partner in this process.
If you have any questions please contact me.
PSSR: Fidel Coronado
Email: Fidel.Coronado@empire-cat.com
Phone: 775-385-2217

Landfill Compactor Rebuild Inspection

Dealer Process

● 8 ● 30 ● 41 ● 8

Inspection Number	29695099	Customer No	2969676073
Serial Number	23206037	Customer Name	INYO COUNTY SOLID WASTE
Make	CATERPILLAR	Completed On	6/30/2026 8:58:23 PM
Model	826K	Inspector	Cameron Eades
Equipment Family	Compactor	PDF Generated On	7/1/2026
SMU	8234 Hours	Coordinates	0, 0, 0
Inspector			

General Info & Comments

● General info/Comments

Comments: CPT+H Machine is is running and functional. No major component changes in previous 2000 hours. Right wheel is extremely worn. Belly pans worn. All but Right Rear striker bar missing.

- PS45895 - Reworking the fuel lines on certain 824k
- PS45923 - Replacing the bolts that retain the doze
- PS45939 - Replacing the main control valve centeri
- PS46187 - Updating product link pl121 satellite ra
- PS46455 - Replacing the engine oil hoses on certai
- PS46491 - Replacing the battery 384-3366 cable ass
- PS47627 - Replacing pl542 to 4g pl542v2 cellular r
- PS53160 - Installing differential bevel gear sets
- PS53495 - Replacing nrs coolers on certain 824k/83
- PS53860 - Replacing the thrust washer and wheel be
- PS54360 - Replacing the def pump on certain caterp
- PS54545 - Installing a new master disconnect door
- PS54680 - Reworking the park brake valve on certai
- PS54869 - Installing bevel gear sets on certain 82
- PS55074 - Replacing the water lines elbow on certa



Safety

● 1.1 Ground level shutdown

PASS

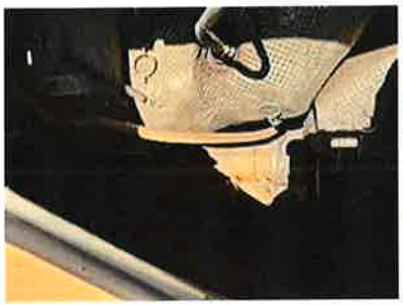
1.2 Articulation lock — *PASS*

1.3 Fire suppression — *N/A*

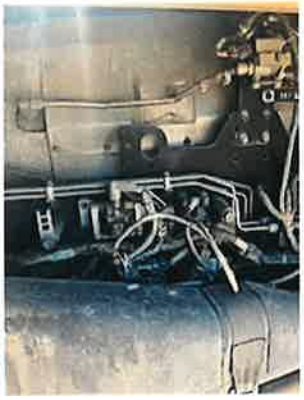
Powertrain

2.1 Engine — *PASS*

Comments: No major leaks found or active codes while inspecting regular wear and tear. Logged codes at 6500 hours for low engine oil pressure. None after











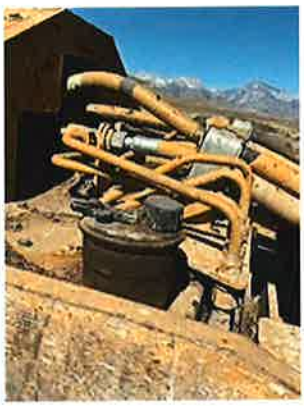
2.2 Fuel tank, cap, screen, lines

FAIL

Comments: Fuel lines leaking near filter in engine bay









2.3 Optional Fast Fuel

NO

Comments: Not installed



2.4 Air cleaner indicator

PASS

Comments: Engine equipped with electronic restriction sensors



2.5 Precleaner

WEAR

Comments: Brake cleaner boot dry rotted, showing signs of UV exposure

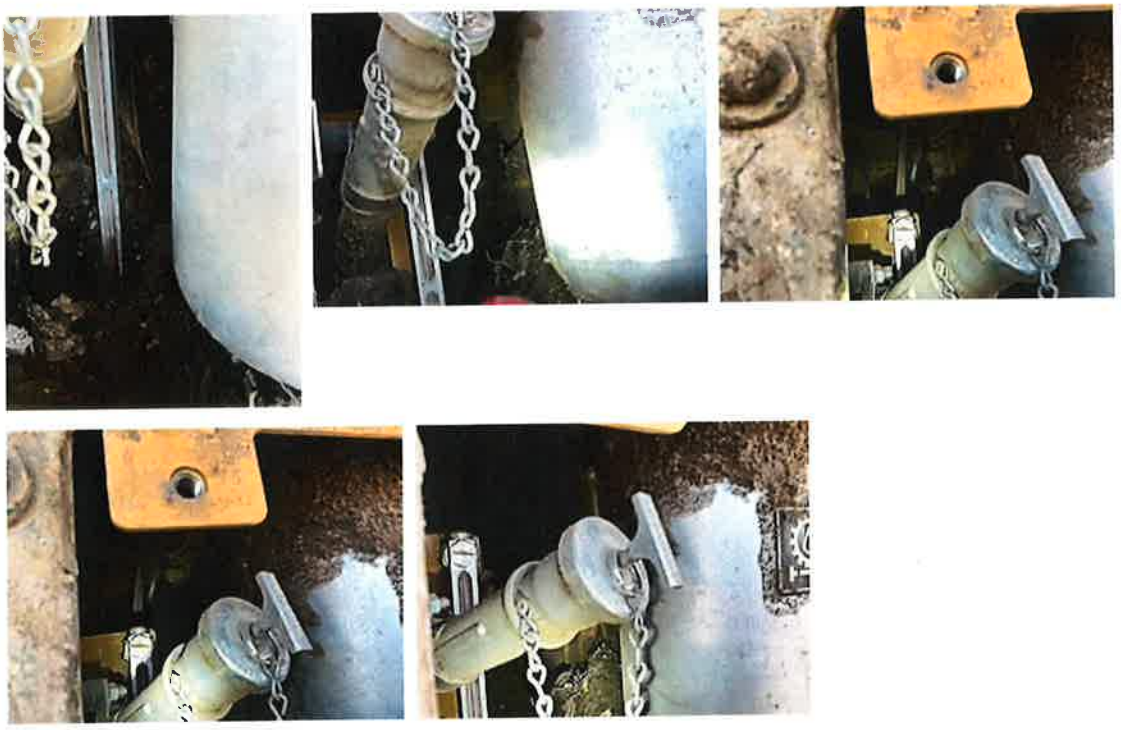




2.6 Transmission

PASS

Comments: No significant leaks on transmission found during inspection, heavy debris accumulation inside of transmission compartment



2.7 Differential

WEAR

Comments: Rear compactor wheel wear pattern indicates rear differential issue right side rear wheel significantly more worn than left



2.8 Axle Guards

WEAR

Comments: Surface abrasion on axle guards.





2.9 Rear Axle Trunnion Support

WEAR

Comments: No major damage found, no slop seen during shake down. Bearings are OEM






2.10 Finals

PASS

Comments: Right rear final shows signs of leak forming or possible spilled oil



Image Comment(s):right front



Image Comment(s):right rear



Image Comment(s): Left rear



Image Comment(s):left front

2.11 Miscellaneous

N/A

Cooling System

3.1 Radiator

PASS

Comments: Slight amount of material plugging along bottom edge of radiator cores





3.2 Hydraulic oil cooler

PASS

Comments: No major leaks found on hydraulic or Transmission coolers



Image Comment(s):transmission



Image Comment(s):transmission



Image Comment(s):hydraulic



Image Comment(s): Hydraulic

3.3 Miscellaneous

FAIL

Comments: Cooler hoses and Boots show signs of dry rotting and showing signs of heat exposure









3.4 Fan shroud

Comments: Fan guard on sides of compartment have holes in mesh







Image Comment(s):LH fan guard **Image Comment(s):**LH fan gguard









Image Comment(s):RH fan guard

Hydraulic

4.1 Steering Cylinders

WEAR

Comments: Slight amount of slopped notice during articulation slop testing, rod end pins of steering cylinder





4.2 Blade Lift Cylinder

PASS

Comments: No major damage to cylinder found. Trunion ball needs adjusted






4.3 Tank, cap and screen

PASS

Comments: No major damage to tank found during inspection, cap and strainer present.






4.4 Check for leaks

PASS

Comments: No major leaks found during inspection

Battery Box

5.1 Battery Box Condition

5.2 Battery Box Rhino Lined

Frame & Body

6.1 Front Frame Condition

Comments: No obvious cracks or major damage regular wear and tear



6.2 Rear Frame Condition

Comments: No major cracks or damage, regular wear and tear



6.3 Debris Deflectors Front Frame

Comments: Front guard bent near blade pins.







Image Comment(s):front guard bent



Image Comment(s):front guard bent

6.4 Debris Deflector Rear Frame

Comments: All guards and deflectors present. Minor surface rust. radiator guard bent on RH side, Hand loop near





Image Comment(s): Hand loop bent



Image Comment(s):radiator guard bent

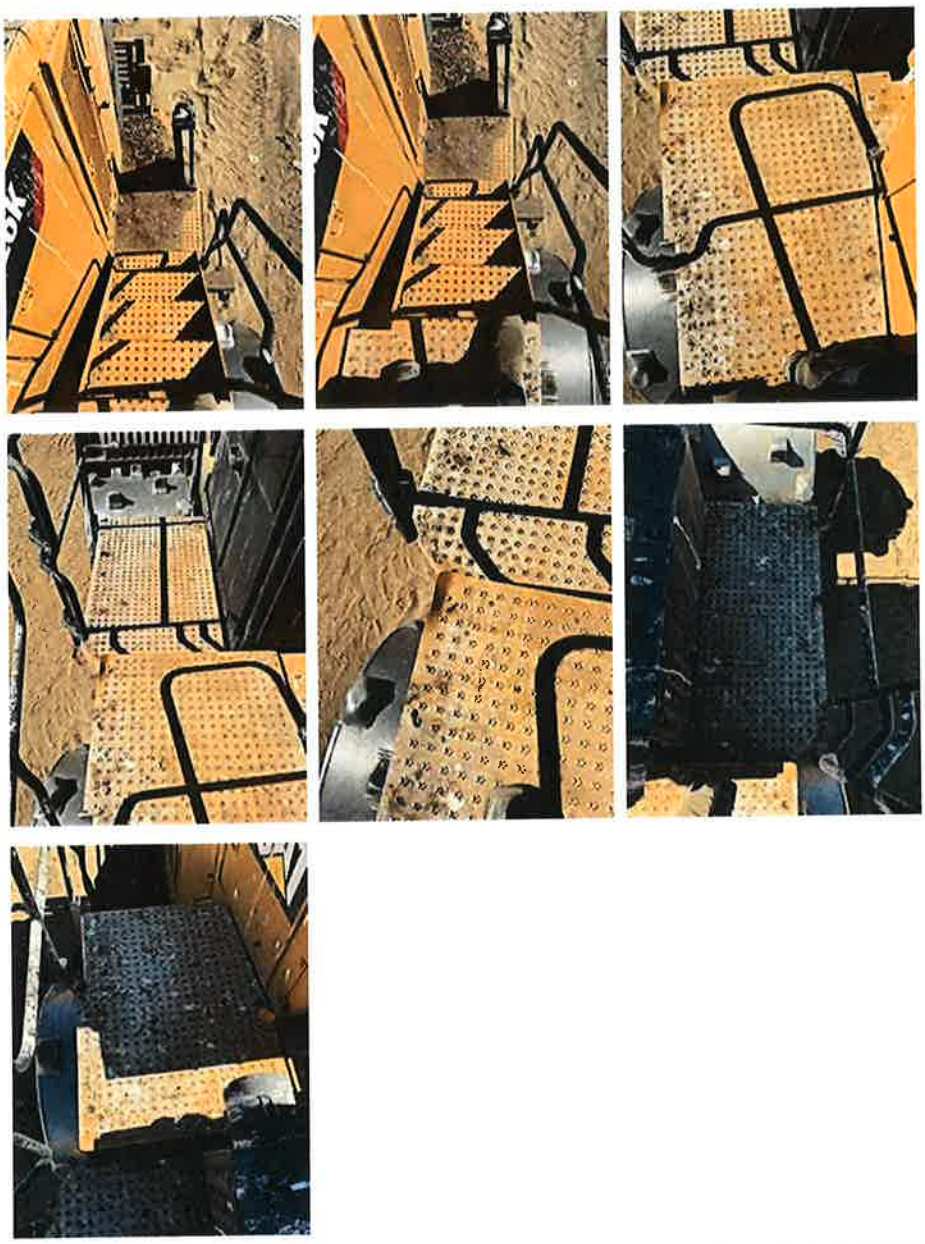




PASS

6.5 Catwalks

Comments: Cat walks in decent condition Tread step not heavily worn front left corner of catwalk behind cab on left-hand side of machine has bent corner



PASS

6.6 Grab rails

Comments: All grab rails present and intact. Both lower corner grab rails are slightly bent in.







Image Comment(s): Lh lower grab rail bent in







Image Comment(s):RH grab rail bent in

6.7 Steps

FAIL

Comments: Front left access ladder bent near Striker bar mount, tread steps on rear access, ladders worn smooth






6.8 Stairs

PASS

Comments: Stairs intact and present should step intact some slight bending on left stairwell




Image Comment(s):LH stair bent

6.9 Tread plate / anti-skid

PASS

Comments: All tread step in functional condition, none worn too smooth. Tread step bent on LH side behind cab



Image Comment(s): Tread step bent on LH side behind cab

6.10 Electronics Bay Condition

NO ISSUES

6.11 Striker Bars

DAMAGE

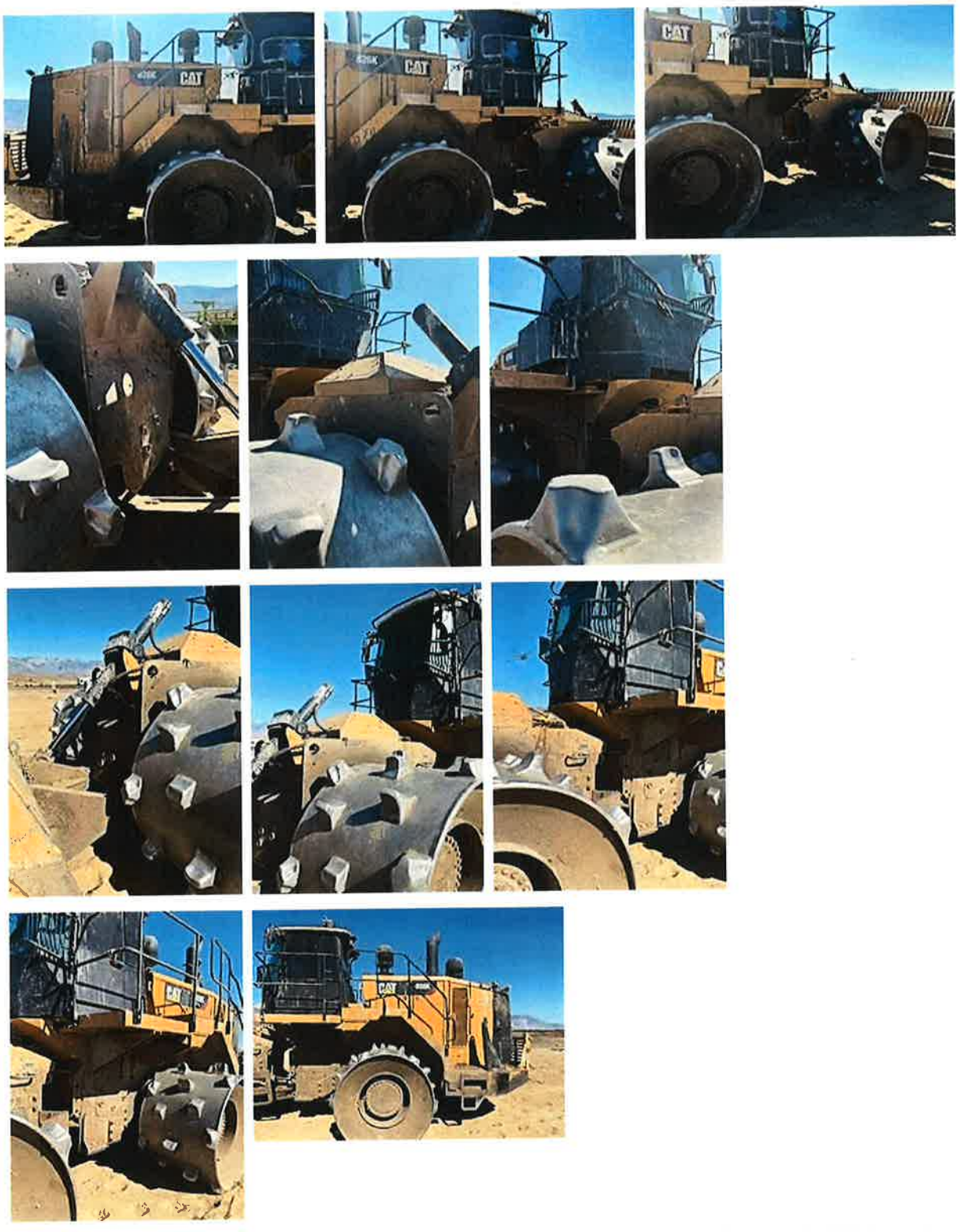
Comments: Only right rear striker bar still present other three have been broken off mounting plate still present



6.11.1 Cleaner bars

6.12 All Panels Installed & Condition *PASS*

Comments: All panels present and installed during inspection



6.13 Check for loose / missing / broken bolts *N/A*

6.14 Non-Cat Items *N/A*

Cab Interior

7.1 Horn

PASS

Comments: Horn functional



View Video

7.2 Backup Alarm

PASS

Comments: Alarm functional

View Video

7.3 Seat Assembly & Seat Suspension

WEAR

Comments: Seat material wearing through hole at back right hand side of back cushion












7.4 Seat Belt

NO ISSUES

7.5 Lights all Function — *PASS*

Comments: All lights functional



7.6 Beacon Operation — *N/A*

7.7 Dome Lights — *PASS*





7.8 Windshield Wipers — *NO ISSUES*





View Video

7.9 Windshield Washers

WEAR

Comments: Front windshield washer not working

View Video

7.10 Cab Interior condition

WEAR

Comments: Some minor wear and tear on dash panels. None broken, dirty and dust accumulated















7.11 Hour Meter

PASS

Comments: 8243



7.12 CD Player

PASS

Comments: Functional



7.13 CB Radio

N/A

7.14 Gauges all function

PASS





7.15 Camera Operational

PASS



7.16 Steering Group

WEAR

Comments: Steering joystick has slop Forward and back steering group arm has play



View Video

7.17 Implement Control Condition

NO ISSUES

Comments: Control appears to be in good repair, dust boot intact no obvious slop and joystick control







7.18 Kick-outs Functioning Correctly — *PASS*

Comments: Kick out function incorrectly

View Video

7.19 Pedal Condition(Brake, Neutralizer) — *WEAR*

Comments: Pedal worn smooth slightly



7.20 Optional Master Switch — *NO*



7.21 ET Downloaded & Saved — *PASS*

7.22 Check Codes & Configuration — *YES*

7.23 Miscellaneous — *N/A*

7.24 Optional Filter Indicator

7.25 STIC Steer — *N/A*

7.26 Steering Lock — *PASS*

Cab Exterior

8.1 Cab Exterior Condition

WEAR

Comments: No major damage found to exterior of Cab. Bird droppings cover top cover



8.2 ROPS Condition & Certificate

NO ISSUES

Comments: No damage to ROPS found during inspection



8.3 Cab Glass

NO ISSUES

Comments: No damage to glass found during inspection



8.4 Cab doors

Comments: Slight UV damage to external handles latches functional does not stick seals in decent condition insulation torn and missing on bottom corner of door prop rod missing from driver access door







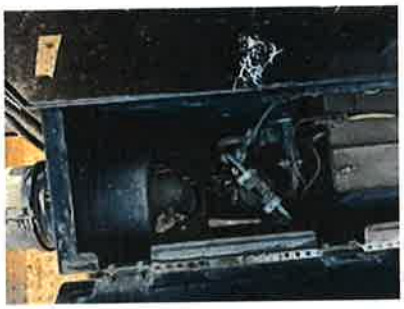





NO ISSUES

8.5 Pressurizer

Comments: Pressurizer functional. Hoses dry rotting and aged



PASS

8.6 Mirrors

Comments: Both mirrors present




YES

8.7 Items Attached to the Cab

Comments: HVAC on top of cab has UV exposure damage.

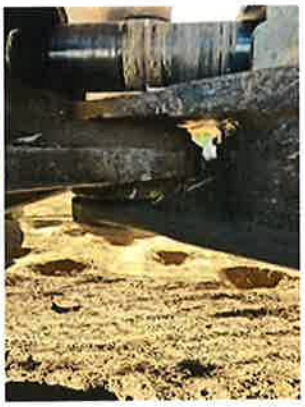


Articulation Joint

9.1 Articulation Condition *WEAR*

Comments: slight amount of play, less than 1/4", clean and inspect after disassembly







View Video

Trash Guards

10.1 Window Guard *NO ISSUES*



10.2 Hydraulic Tank Guard

NO ISSUES

Comments: Top man tank



10.3 Power Train Filter Guard

WEAR

Comments: Missing retaining nut





10.4 Front Frame Belly Pans

WEAR

Comments: Average thickness of front frame belly pan is .18 inches the lowest measurement being .17 inches









10.5 Rear Belly Pan Condition

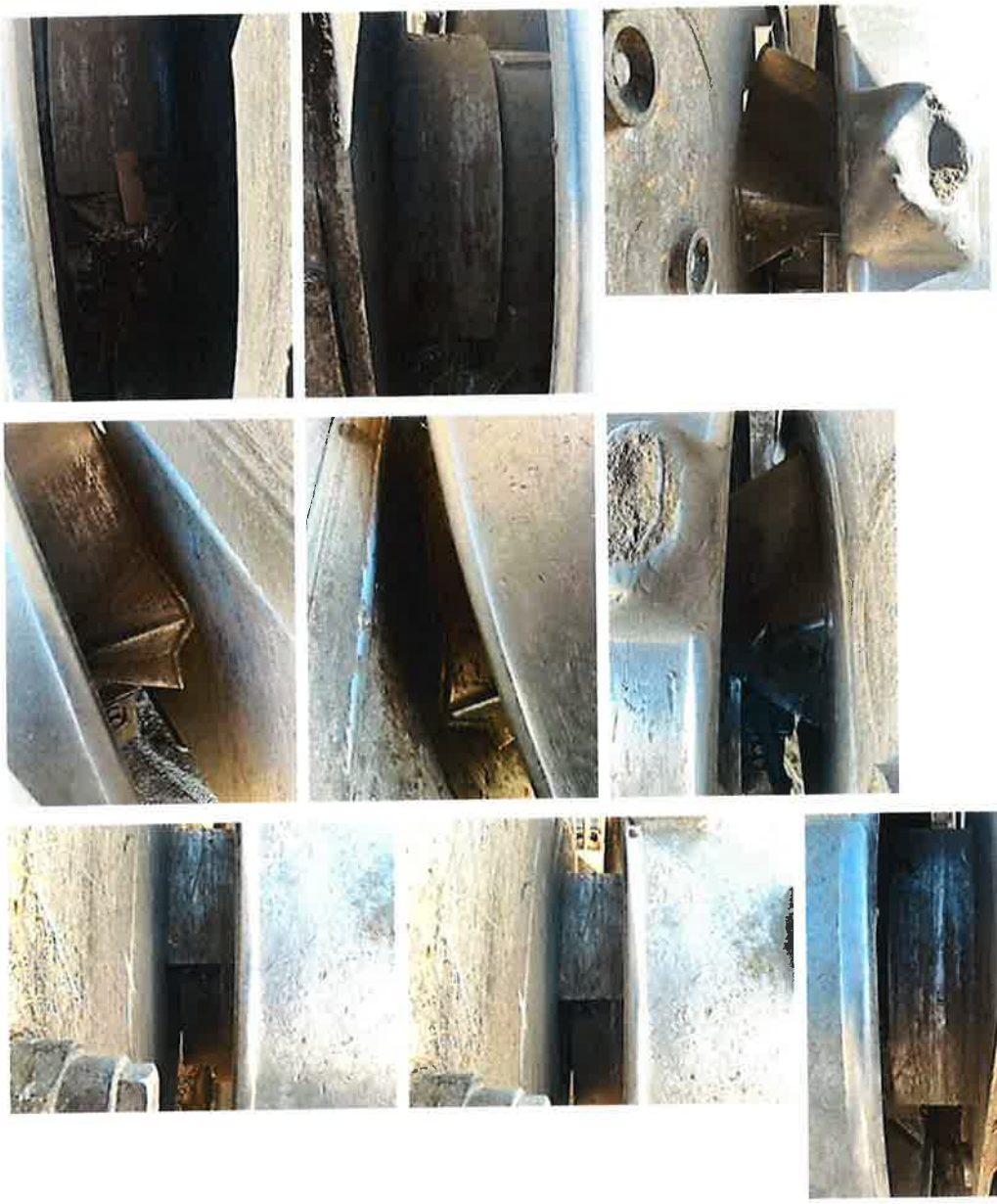
Comments: Transmission belly pan average thickness is .17 inches lowest measurement being .15 inches in middle rear belly pan under engine average thickness .25 inches lowest measurement being .21 inches



10.6 Final Drive Guards

WEAR

Comments: Regular surface abrasion found on final guards



10.7 Belly Pan Actuators

NO ISSUES

10.8 Rear Bumper Guard Condition

WEAR

Comments: Slight damage found to handrails and guard rails, some bending no structural damage



10.9 Articulation Driveline Guard Condition

WEAR

Comments: Guard is intact slight bending on right side, bottom of gard







10.10 Valve Body Guard

WEAR

Comments: Guards intact, slightly surface rust, and missing paint





10.11 Radiator Guard

NO ISSUES



Tips and Rims

11.1 Tip Height

DAMAGE

Comments: Right Rear wheel tips Worn. Far more than other 3



Image Comment(s): Left front



Image Comment(s): Left



Image Comment(s): Left front



Image Comment(s): Left Rear



Image Comment(s): Left Rear



Image Comment(s): Left Rear rear





Image Comment(s): Rear left **Image Comment(s):**Right rear **Image Comment(s):**Right Rear





Image Comment(s): Right rear **Image Comment(s):**Right Rear **Image Comment(s):**Right rear





Image Comment(s): Right front **Image Comment(s):**Right front **Image Comment(s):**Right front





Image Comment(s): Right front **Image Comment(s):**Right front **Image Comment(s):**Right front





Image Comment(s):,88 Avg thickness Right Front **Image Comment(s):**.72 avg thickness Right rear. .65 lowest



Image Comment(s): Right rear







Image Comment(s): Left rear .80 avg thickness





Image Comment(s):.80 avg left rear **Image Comment(s):**.92 avg left front

11.1.1 Left Front **4.5** Inches

11.1.2 Right Front	**4.5**	Inches
11.1.3 Left Rear	**4.5**	Inches
11.1.4 Right Rear	**2**	Inches

Blade

12.1 Blade General Condition *WEAR*

Comments: Blade in working condition. No major damage found during inspection











12.2 Trunnion Condition

WEAR

Comments: Lift trunion needs adjustment







12.3 Frog and Braces

WEAR

Comments: Frog worn more middle than outside edges some braces slightly bent no major damage








12.4 Liner Condition

WEAR

Comments: Average thickness of front liner .31 inches lowest measured thickness .29 inches even wear across front of blade
















Image Comment(s):RH cheek .8in



Image Comment(s):LH cheek .79in

12.5 Cutting Edges *WEAR*

Comments: Normal wear, and tear on cutting edges









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

November 3, 2026

Reference ID: 2026-658

Workshop Regarding Public Defender Program

County Counsel/County Administrator

NO ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
John Vallejo, County Counsel	John Vallejo, County Counsel, Jason Gundel

RECOMMENDED ACTION:

Conduct a workshop with the Office of the State Public Defender regarding indigent defense services. Provide direction to staff regarding potential restructuring of the Inyo County Public Defender program.

BACKGROUND / SUMMARY / JUSTIFICATION:

PURPOSE OF THE DISCUSSION

1. To provide a legal perspective from the Office of the State Public Defender on the challenges created by flat-fee contract models of public defender services, and the benefits of considering a change.
2. To discuss alternative models for Public Defender services utilized by other counties.
3. To identify potential funding sources available to Inyo County for its Public Defender program.
4. To provide realistic options for alternative Public Defender service structures for Inyo County.
5. To request direction from the Board in regard to developing a recommendation to restructure the Inyo County Public Defender program.

CURRENT MODEL & COSTS

Inyo County uses a flat-fee contract model for indigent defense services. Four attorneys are paid a flat fee each month to perform a variety of duties ranging from CPS matters to murder charges, and includes representation of "... persons for whom the County is statutorily required to fund Public Defender services ..." A complete list of specific requirements can be found in the Generic Contract and Felony Scope of Work documents attached to this agenda item. When the four contracted attorneys identify a conflict, the County engages with another "conflict" attorney, who is then paid an hourly wage (also referred to as an out-of-contract attorney).

Altogether, the 26/27 fiscal year budget includes a cost of $754,238 for our public defender attorney contract costs. Out-of-contract costs for conflict counsel in 26/27 is expected to be approximately $100,000.* Bringing the total amount of public defender attorney costs in 26/27 to approximately $854,238.* (Out-of-contract attorney costs fluctuate yearly at an average of $115,000 since 23/24.)* For comparison, our salary and benefit costs for the attorneys in the District Attorney's office is $984,609.**

Additional costs to our program include the cost of defense investigators, who are currently retained directly by the defense attorneys at an hourly rate. The costs vary year to year, fluctuating from approximately $196,000 to $300,000 since 23/24.* The 25/26 fiscal year costs for Public Defender investigators were $270,356.* For comparison, costs of the three DA investigators are fixed by the

County's salary and benefits table, with the 26/27 amount of $764,150.

*These amounts do not include the costs of legal defense for the Stange matter, which are upward of $760,000 in total for attorney and investigator costs from 24/25-26/27.
** This amount does not include the cost for the additional attorney hired by the DA to assist with the Stange matter, which was approximately $10k.

ISSUES FACING INYO COUNTY

Inyo County's current model for indigent defense services with four contracted attorneys has been in place for approximately ten years. Prior to that, the State, through the Judicial Council, provided funding for the County to hire a fifth attorney to handle CPS matters. When that funding was discontinued, Inyo County canceled the agreement with that fifth attorney. Since then, four attorneys share the entire indigent defendant caseload, except when ethical conflicts require the County to hire an attorney out-of-contract, which is also paid out of the General Fund. The contracts have changed over this decade, but mentions of a high case-load per attorney have been consistent. (On a related note, requests for increased compensation have also been consistent.) Furthermore, while our contracts delineate priority for types of cases between the public defenders, there is not a systematic program to ensure that the cases are otherwise evenly distributed among the four attorneys.

In addition to the case load and salary concerns, Inyo County fields complaints from indigent defendants, their family relations, court staff, and others with regard to public defender performance issues they find concerning (valid or otherwise). However, since the California Rules of professional conduct preclude a non-attorney (County administration) from supervising attorney work, the direct contract structure does not provide a meaningful way to provide substantive supervision of public defender attorney work performance, or to formally review and take action on a valid complaint of misconduct as the County otherwise does with its employees.

Inyo County also experiences significant challenges when recruiting for open public defender positions. Very few, if any, attorneys in the local area are available to and/or interested in taking on a public defender contract. While we have been relatively successful in limiting vacancies in our contract positions, the required efforts have been quite substantial and not without difficulty.

As noted above, public defender investigator services are also a significant cost to the County. Those costs have very little control due to the investigators also being independent contractors, investigator services requests are made by public defenders without any oversight/substantive review, and approval of those requests is currently vested with the Court.

ASSEMBLY BILL 690

Inyo County's current model for Public Defender services may not be available in the foreseeable future due to pending legislation. AB 690 would prohibit entry into flat-fee contracts or per case compensation contracts for defense representation for a number of specific types of cases. A vote is not currently scheduled for this item, but it remains an active bill.

FISCAL IMPACT:

None at this time. A restructuring may include additional costs, which may potentially be offset by available grant funding sources.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Decline to have the discussion.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

California Office of the State Public Defender

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Enhanced Health, Social, & Senior Services
High-Quality Services I High-Quality County Government Services
High-Quality Services I Public Safety and Emergency Response

APPROVALS:

John Vallejo	Created/Initiated - 08/28/2026
Darcy Israel	Approved - 08/28/2026
John Vallejo	Approved - 10/29/2026
Amy Shepherd	Approved - 10/29/2026
Denelle Carrington	Final Approval - 10/29/2026

ATTACHMENTS:

1. Generic Contract 1-3
2. Felony Scope of Work
3. OSPD Power Point Presentation

AGREEMENT BETWEEN COUNTY OF INYO
AND [NAME], ATTORNEY AT LAW,
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") requires professional services for the purpose of providing legal representation before the various courts, for certain qualified indigent persons who fall within any of the following classifications:

1. Criminal defendants brought before the Superior Courts of Inyo County on felony charges (hereinafter referred to as "Felony cases");

2. Criminal defendants brought before the Superior Courts of Inyo County on misdemeanor charges (hereinafter referred to as "Misdemeanor cases");

3. Minors brought before the Juvenile Court of Inyo County for proceedings under Welfare and Institutions Code Sections 601 and 602 (hereinafter referred to as "Delinquency cases");

4. Minors and/or parents brought before the Superior Court of Inyo County and/or appropriate Courts of Appeal for proceedings under Welfare and Institutions Code section 300 (hereinafter referred to as "Dependency cases");

5. Persons ordered to show cause before the Superior Court of Inyo County re contempt for alleged failure to pay child support or before said court in proceedings to establish paternity and support (hereinafter referred to as "Child Support cases");

6. Persons involuntarily detained by Inyo County for treatment and evaluation pursuant to sections 5150 and 5170 of the Welfare and Institutions Code, or for prolonged subsequent detention pursuant to Welfare and Institutions Code sections 5250, 5260, 5300, 5304 or 6500; or proposed L.P.S Conservatees and L.P.S. Conservatees brought before the Inyo County Superior Court and/or appropriate Courts of Appeal pursuant to sections 5350 or 5352.1 of the Welfare and Institutions Code; or persons brought before the Inyo County Superior Court and/or appropriate Courts of Appeal for post adjudication of criminal mental health status proceeding under Penal Code 1026 et. seq.; Children in proceedings to declare child free from parental custody and control (Family Code section 7861); or indigent parents in proceedings to declare child free from parental custody and control (Family Code section 7860); or indigent non-custodial parents in proceedings to terminate the parent's rights for willful failure to communicate and support (Family Code section 7860); or conservatees, proposed conservatees, or persons alleged to lack legal capacity or unable to retain legal counsel and requesting the appointment of counsel in proceedings to establish a conservatorship or appoint a proposed conservator, terminate conservatorship, remove the conservator, or obtain an order authorizing removal of a temporary conservatee from the temporary conservatee's place of residence (Probate Code section 1471), [hereinafter all referred to as "Mental Health cases"];

7. Patients for whom the Contractor is appointed the patients rights advocate pursuant to Welfare and Institutions Code Section 5520, by the Inyo County Mental Health Director (hereinafter referred to as "Patient Rights Advocate Cases");

8. Persons brought before the Inyo County Superior Court for determinations and commitments under Welfare and Institutions Code Section 6600 et seq. (hereinafter referred to as "Sexually Violent Predator cases");

9. Persons taking misdemeanor criminal appeals from the Inyo County Superior Court to the Appellate Division of the Superior Court of Inyo County (hereinafter referred to as "Misdemeanor Appeal cases");

10. Persons requiring Public Defender representation under the provisions of AB 109; and

11. Any other persons for whom the County is statutorily required to fund Public Defender services.

WHEREAS, the County has by contract divided performance of the required professional services described above between private attorneys retained as independent contractors ("Contract Public Defenders") to perform public defender services for the County. The purpose of said contracts for public defender services is to provide competent and effective legal representation to qualified indigent persons appearing before the various courts and to minimize the expenditure of County funds for the payment of court appointed private attorneys appearing *pro tempore* as public defenders, in cases where the Contract Public Defenders are unable to appear due to attorney-client and/or time conflicts of interest.

WHEREAS, the County has the need for **NAME** (hereinafter referred to as "Contractor") to provide professional legal services as a Contract Public Defender for Inyo County (North and South).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter set forth, the County and Contractor agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, all of those services and work set forth in the Scope of Work, Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the judges of the Superior Court of Inyo County. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, as to the level or amount of services or work which will be requested or required of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to compensate Contractor, over and above that provided for in this Agreement, for the performance of any services or work required to be performed by Contractor under 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 professional standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement is for the period from Date, 2024 to June 30, 2027.

3. CONSIDERATION.

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees, Attachment B, attached hereto and by reference incorporated herein, for the performance of the services and work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed travel expenses or per diem for any in-county travel performed by Contractor in providing services and work under this Agreement. County shall reimburse Contractor for Court authorized out-of-county travel expenses and per diem which Contractor incurs in providing work and services under this Agreement. Contractor shall on a case by case

basis, and prior to incurring any out-of-County travel expenses or per diem, receive written authorization for Contractor to travel out-of-county on the case from the assigned judge. Properly authorized out-of-county travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for out-of-county travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by Contractor without the prior authorization of the assigned judge.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees, Attachment B, for those incidental expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work under this Agreement. Reimbursement by County for such incidental expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for any public defender services provided. In addition, Contractor shall not, by virtue of this Agreement, be entitled 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.

E. Billing and payment. County shall pay to Contractor the monthly payments set forth in the Schedule of Fees, Attachment B, without any billing or statement from Contractor. Within 30 days of Contractor incurring any authorized incidental, travel, or per diem expenses, Contractor shall submit a statement to the County. The statement will itemize each incidental, travel, or per diem expense and identify the date and case in which the expense was incurred. The statement will include a conformed copy of the court authorization for travel and/or incidental expenses and receipts for lodging, meals, and other incidental expenses in accordance with the County' accounting procedures and rules. County will make payment to Contractor for all authorized reimbursable expenses for which a statement is properly submitted, within 30 days of the County's receipt of such statement.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars ($1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. 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 the courts of Inyo County, other Inyo County Contract Public Defenders, other counsel, and parties, as necessary, to ensure that all services and work under this Agreement will be performed in a timely manner.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

6. COUNTY PROVIDED SERVICES AND SUPPLIES.

County will provide Contractor with those services and supplies which are specifically identified in the Schedule of County Provided Services and Supplies, Attachment C, attached hereto and by reference incorporated herein. County incurs no obligation or requirement to reimburse or compensate Contractor if he/she for any reason either does not use the County provided services and supplies, or procures similar services and supplies from other sources.

7. COUNTY PROPERTY.

Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc., provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

8. 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 Contractor.

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except for the County Provided Services and Supplies provided for in Section 6 above, Contractor shall provide all such office space, supplies, equipment, vehicles, reference materials and books, postage,

letterhead, stationery, secretarial services, receptionist services, legal assistant services, telephone services, duplicating services, and case storage facilities as are necessary to provide the work and services required of Contractor by this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees, Attachment B, County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items or services. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items or services not specifically set forth in the Schedule of Fees (Attachment B) as Incidental Expenses, is the sole responsibility and obligation of Contractor.

10. INSURANCE.

For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment E and with the provisions specified in that attachment.

11. STATUS OF CONTRACTOR.

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

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

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

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

12. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of the Contractor, his/her agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

13. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to files and records directly related to this Agreement, which are not otherwise legally privileged information, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor.

C. Workload Data. Contractor shall promptly provide to County any and all workload or case data, which is not otherwise legally privileged information upon the written request of either the County Administrator or the County Board of Supervisors.

14. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, his/her 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 his/her 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.

15. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (60) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (60) days written notice of such intent to cancel to County.

16. TERMINATION OF THIS AGREEMENT.

Upon the termination of this Agreement or any extension thereof, County shall pay Contractor such compensation due, if any, prorated to the date of termination; and Contractor shall deliver all active and inactive case files to the attorney or law office as the County Administrator shall designate in writing.

17. TERMINATION OF PREVIOUS AGREEMENT.

Contractor agrees that upon the execution of this Agreement by the parties hereto, any prior written Agreement for the provision of professional services as a Contract Public Defender for the County of Inyo shall be terminated, and the consideration for the continued representation of clients in the courts of the County of Inyo shall be subject to the terms and conditions of this Agreement as of the effective date of this Agreement. It is further understood between the parties hereto that there are no oral agreements or representations between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, and none thereof shall be used to interpret or construe this Agreement.

18. ASSIGNMENT.

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

19. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor.

20. 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-eight (29) below.

21. 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.

22. CONFLICTS.

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Agreement. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Agreement. Additionally, Contractor, during the term of this Agreement agrees not to advise or represent any person, corporation or entity with a claim or cause of action against the County of Inyo, its officers, agents, or employees.

23. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

24. SEVERABILITY.

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

25. 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-seven (27) (Amendment).

26. RENEGOTIATION.

Either the County or the Contractor may, upon sixty (60) days written notice, initiate renegotiation of the Scope of Work (Attachment A) and Schedule of Fees (Attachment B). If as a result of renegotiations, both parties agree to modify the Scope of Work and Schedule of Fees, such modification must comply with the requirements of paragraph twenty-seven (27) (Amendment).

27. 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.

28. NOTICE.

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

COUNTY OF INYO:
County Administrator Department
224 North Edwards Street
P.O. Drawer N
Independence, CA 93526 City and State

CONTRACTOR:

_____ Name
_____ Street
_____ 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.

AND NAME
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER

TERM:

FROM: Date, 2024 TO: JUNE 30, 2027

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

COUNTY OF INYO

By:_____

Dated:_____

CONTRACTOR

By:_____
Signature

_____

Dated:_____

APPROVED AS TO FORM AND
LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND NAME
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER

TERM:

FROM: Date, 2024 TO: JUNE 30, 2027

SCOPE OF WORK:

1. PRIMARY RESPONSIBILITIES.

A. WARRANTY. Contractor warrants that he/she has read and reviewed the contracts of all the other attorneys engaged by the County to provide professional services as public defenders (hereinafter referred to as "Contract Public Defenders") during the term of this Agreement. Such Agreements are by reference incorporated herein as though set forth in full. Contractor agrees and understands that he/she shall consult, confer, and agree with all the other Contract Public Defenders to, and shall provide legal representation and substitute handling and coverage of Contract Public Defender cases as required by the provisions below. Contractor agrees and understands that these provisions are of mutual benefit to Contractor and each of the other Contract Public Defenders, and does not entitle Contractor to any additional compensation under this Agreement.

B. DEFINITIONS.

1. "Attorney-Conflict of Interest" cases are those that would be within the primary responsibilities of another Contract Public Defender but for an attorney-client conflict of interest of that public defender. Attorney-client conflicts are those that are defined and recognized by applicable law.

2. "Time Conflict" cases are those that are within the primary responsibilities of another Contract Public Defender who is unable to fulfill his/her contractual duties to attend the courts and represent the clients in such cases for whatever reason including, but not limited to vacations, temporary illnesses, conflicting court calendars, or attendance at attorney education courses.

C. ATTORNEY-CLIENT CONFLICT OF INTEREST CASES. Except as may be provided in F. below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide legal representation for attorney-client conflict of interest cases in accordance with the Scope of Work, Attachment A to this Agreement, attached hereto and by referenced incorporated herein.

D. TIME CONFLICT CASES. Except as may be provided in E and F below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide substitute handling and coverage of court calendars and legal representation in time conflict cases in accordance with the Scope of Work, Attachment A, to this Agreement.

E. TIME CONFLICT CASES LIMITATION. This contract contemplates a total of four Public Defender Contracts to generally handle the total public defender caseload of Inyo County except where conflicts of interest make that an impossibility. Should one or more of those other contracts not be filled, the County will ensure that the Superior Court is informed of such fact, and that a roughly equivalent percentage of the cases that would otherwise be handled by those unfilled contracts are assigned to attorneys out of contract. For example, if one of the four contracts is not filled, on average every fourth assignment should be assigned to an attorney out of contract. Upon 30 days of any such vacancy(s), Contractor shall have the right to decline any appointments in excess of Contractor's relative share of case assignments. Alternatively, Contractor may voluntarily accept the additional workload for the added compensation set forth in Attachment B.

ATTACHMENT A - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND ELIZABETH CORPORA
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER

TERM:

FROM: Date,, 2024 TO: JUNE 30, 2027

SCOPE OF WORK:

During the period of this Agreement, Contractor, together with other indigent defense counsel under direct contract with County shall provide representational services to all eligible clients in Inyo County trial court actions or proceedings.

Contractor shall have a subordinate priority assignment for any cases which includes a of a felony that can be punished by the low term of confinement, as defined by the California Penal Code, of two years or greater, and/or any sexually violent predator cases.

Contractor shall handle conflict case assignments to dependency, delinquency, child support, mental health and conservatorship cases, patient rights advocate cases, AB 109 revocation hearings and any other matter in which the County is obligated to provide public defender services.

Contractor's lower priority assignments do not apply to clients that the Contractor previously represented for which an assignment would best avoid current or future conflicts of interest.

Note: The Coverage Table set forth above will be followed for the majority of the cases assigned to this Public Defender. However, a Judge, when assigning a case, will consider the experience, caseload, complexity of the case and prior representation of the same client, which may result in a Public Defender assigned a case out of the listed sequence. In addition, the County reserves the right to modify the conflicts coverage table as necessary to make consistent with other Public Defender contracts as they may be amended and as necessary to address legislative changes which may impact the County's obligation to provide Public Defender services.

Contractor may informally coordinate with other contracted Inyo County Public Defenders to arrange for more efficient coverage of criminal calendars between the two Inyo County court locations.

DECLARATIONS FOR REIMBURSEMENT FOR PUBLIC DEFENDER FEES AND COSTS.

1. In the event Contractor seeks reimbursement for costs spent in defense pursuant to court Order, each invoice submitted for payment shall be accompanied by a declaration affirming the invoice represents a service provided in the defense of the matter from which the Order issued and shall be signed by the attorney seeking payment of the invoice. [See Attachment B "Schedule of Fees" paragraph 3.A.]

2. Pursuant to Penal Code section 987.8 Contractor shall prior to disposition or the final hearing file with the appointing court in each and every case in which Contractor appeared as a Contract Public Defender, the requisite form or forms declaring the amount of time expended on the case by Contractor and any costs incurred in connection with Contractor's representation of the client, including but not limited to any expert or investigative fees and costs, to facilitate reimbursement hearings.

3. Contractor shall provide needed documentation required by the reviewing court to support the value of all public defender services for which reimbursement is sought pursuant to Penal Code

section 987.8 or any other provision of law providing for the reimbursement to the County for the cost of public defender services.

4. Contractor shall provide the County copies of any forms or declarations provided to the court under this section in electronic format and at intervals specified by the County.

H. MONTHLY CASE REPORTING OF HOURS AND COSTS. Contractor shall provide monthly reports specifying the total hours and costs expended by Contractor for each specific category of cases on which the Contractor provides services under the terms of this Agreement. [See Introduction paragraphs 1-11.] County may provide Contractor the format for such reports, which shall be transmitted in electronic format. County is not requesting, nor shall Contractor provide, information which is protected by the attorney/client privilege or other confidentiality laws.

[ATTACHMENT B FOLLOWS]

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND NAME
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER

TERM:

FROM: Date, 2024 TO: JUNE 30, 2027

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor on or before the first (1st) day of each month during the term of the Agreement, the amount set forth below as full and complete compensation for Contractor's performance of all of the work and services required to be performed during that month by Contractor:

A. A stipend of five thousand dollars ($5,000) for the purpose of establishing and maintaining a physical office within Inyo County where Contractor will regularly work and meet with clients in the performance of this Agreement, payable together with or concurrent with the first payment made under this Agreement.

B. From [date], 2024 through June 30, 2027: $169,200 annual / $14,100 per month, provided, however, that Contractor shall receive the same cost of living adjustments provided to Inyo County Senior Deputy District Attorney employees.

For a total amount not to exceed insert dollars ($###).

2. TIME CONFLICT LIMITATION AND COMPENSATION:

A. In addition to the compensation set out in Section 1 above, if Contractor is required to provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible, but for whatever reason the duties of such other Contract Public Defender have not been performed or provided for more than thirty (30) consecutive calendar days, the Contractor is entitled to the rate of $75.00 per hour for those time conflict cases.

B. Any requests for compensation under this section shall be submitted monthly to the County Administrative Officer for review and payment. The request shall include the case name and number, the hours worked, a brief description of services provided, the Contract Public Defender or former Contract Public Defender subject to the time conflict, and any other information requested by the County. Contractor shall be paid within 30 days of receipt of the request for payment.

3. INCIDENTAL EXPENSES:

A. County will reimburse Contractor in accordance with the provisions of Section 3. "Consideration," paragraphs C and F of this Agreement, for the actual cost of authorized professional services required to provide an adequate and competent defense and representation of a person which Contractor is required by this Agreement to represent. Professional services shall include, but not be limited to, investigators, photographers, accident reconstruction experts, chemists, criminalists, psychologists, psychiatrists, physicians, and other legal counsel with specialized expertise. Contractor shall on a case by case basis, and prior to incurring any expense for professional services, received written authorization for Contractor to engage the providers of specific professional services from the Judge assigned to the case. Such authorization shall specifically approve engaging each provider of professional services as well as the amount of any fees, costs, and other expenses for such services. County reserves the right to deny reimbursement to Contractor for the expenses of professional services which are either in excess of

Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge. [See Attachment A "Scope of Work" paragraph G.1.]

B. County will reimburse Contractor in accordance with the provisions of Terms and Conditions, "Consideration," Sections 3C. and 3F. of this Agreement, for the actual cost of authorized document photocopying which is in excess of 5,000 pages in any single case, and which is required to provide an adequate and competent defense and representation of a person whom Contractor is required by this Agreement to represent. Contractor shall on a case by case basis, and prior to incurring any expense for reimbursable photocopying, provide documentation to the County that Contractor has at his/her own expense made 5,000 copies of documents in a single case, and received written authorization for Contractor to incur reimbursable photocopying expenses from the Judge assigned to the case. Such authorization shall specifically approve incurring expenses for photocopies in excess of 5,000 pages, shall set forth the number of additional pages authorized to be copied, and the authorized cost of such copying. County reserves the right to deny reimbursement to Contractor for copying expenses which are in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge, or which were incurred by the Contractor in making the first 5,000 photocopy pages in any single case.

C. Contractors providing public defender services for cases arising under WIC section 300 ("dependency" cases),will have their compensation set forth in this Attachment B Section 1 reduced in the event the Court reduces or eliminates its contribution toward the cost of such public defender services, or either the Court or County otherwise terminates its agreement regarding the provision of these services:

i. The reduction will be calculated based on the Contractor's ratio of dependency related cases to the total number of dependency related cases for which public defender services were provided as reported on the Contract Public Defender's immediate prior Monthly Case Report submitted under Section H of Attachment A, and applied to the amount that dependency funding is reduced by the Court.

ii. In the event of termination of representation in dependency related cases, Contractor shall continue to be responsible for performing all other services set forth in this Agreement in Attachment A, with the exception of the representation of parties in matters arising under WIC section 300.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND NAME
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER

TERM:

FROM: Date, 2024 TO: JUNE 30, 2027

SCHEDULE OF COUNTY PROVIDED SERVICES AND SUPPLIES:

1. Upon Contractor's written request, County will set up a Centrix phone line in Contractor's office for Contractor's use in providing the services and work required under this Agreement. County will pay the reasonable cost of installing this phone line in Contractor's Office. However, Contractor will pay the monthly cost of this phone line plus the cost of any calls or other services billed to this line.

2. County will provide Contractor with reasonable access to County's copying facilities for duplicating documents, and FAX facilities for transmitting documents necessary to perform the work and services required under this Agreement. Contractor will promptly pay to County the County's actual cost of providing such copying and FAX services and facilities to Contractor.

3. It is Contractor's obligation to maintain his/her files arising from the provision of public defender services under this Agreement for such time as required by law, the California Rules of Court or local rule. In keeping with this obligation Contractor shall maintain an electronic record retention program for each case in which the Contractor appears under this contract identifying for each case file the type of case (i.e. misdemeanor, felony, juvenile dependency, juvenile delinquency, conservatorship etc.), and the year when the individual case is closed by Contractor.

4. In the event of termination of this Agreement, Contractor agrees to direct all active pending files to that attorney or law firm which has agreed to assume representation of the client in each case and to retain any electronic records of closed files for such time as is set by law. It is the Contractor's obligation to personally maintain any closed files or to arrange for the proper handling of those files, in the event Contractor is no longer able to do so.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND NAME
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER

TERM:

FROM: Date, 2024 TO: JUNE 30, 2027

FORM W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND NAME
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER

TERM:

FROM: Date, 2024 TO: JUNE 30, 2027

SEE ATTACHED INSURANCE PROVISIONS

AGREEMENT BETWEEN COUNTY OF INYO
AND RORY KALIN
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER

TERM:

FROM: April 15, 2024 TO: JUNE 30, 2027

SCOPE OF WORK:

1. PRIMARY RESPONSIBILITIES.

A. WARRANTY. Contractor warrants that he/she has read and reviewed the contracts of all the other attorneys engaged by the County to provide professional services as public defenders (hereinafter referred to as "Contract Public Defenders") during the term of this Agreement. Such Agreements are by reference incorporated herein as though set forth in full. Contractor agrees and understands that he/she shall consult, confer, and agree with all the other Contract Public Defenders to, and shall provide legal representation and substitute handling and coverage of Contract Public Defender cases as required by the provisions below. Contractor agrees and understands that these provisions are of mutual benefit to Contractor and each of the other Contract Public Defenders, and does not entitle Contractor to any additional compensation under this Agreement.

B. DEFINITIONS.

1. "Attorney-Conflict of Interest" cases are those that would be within the primary responsibilities of another Contract Public Defender but for an attorney-client conflict of interest of that public defender. Attorney-client conflicts are those that are defined and recognized by applicable law.

2. "Time Conflict" cases are those that are within the primary responsibilities of another Contract Public Defender who is unable to fulfill his/her contractual duties to attend the courts and represent the clients in such cases for whatever reason including, but not limited to vacations, temporary illnesses, conflicting court calendars, or attendance at attorney education courses.

C. ATTORNEY-CLIENT CONFLICT OF INTEREST CASES. Except as may be provided in F. below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide legal representation for attorney-client conflict of interest cases in accordance with the Scope of Work, Attachment A to this Agreement, attached hereto and by referenced incorporated herein.

D. TIME CONFLICT CASES. Except as may be provided in E and F below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide substitute handling and coverage of court calendars and legal representation in time conflict cases in accordance with the Scope of Work, Attachment A, to this Agreement.

E. TIME CONFLICT CASES LIMITATION. This contract contemplates a total of four Public Defender Contracts to generally handle the total public defender caseload of Inyo County except where conflicts of interest make that an impossibility. Should one or more of those other contracts not be filled, the County will ensure that the Superior Court is informed of such fact, and that a roughly equivalent percentage of the cases that would otherwise be handled by those unfilled contracts are assigned to attorneys out of contract. For example, if one of the four contracts is not filled, on average every fourth assignment should be assigned to an attorney out of contract. Upon 30 days of any such vacancy(s), Contractor shall have the right to decline any appointments in excess of Contractor's relative share of case assignments. Alternatively, Contractor may voluntarily accept the additional workload for the added compensation set forth in Attachment B.

F. WAIVER. The requirements for Contractor to handle attorney-client conflict of interest and time conflict cases as required by this Agreement may be waived by the County Administrator where extenuating demands are placed upon Contractor during his/her representation of the following:

ATTACHMENT A - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND RORY KALIN
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER

TERM:

FROM: April 15, 2024 TO: JUNE 30, 2027

SCOPE OF WORK:

During the period of this Agreement, Contractor, together with other indigent defense counsel under direct contract with County shall provide representational services to all eligible clients in Inyo County trial court actions or proceedings.

Contractor shall have a priority assignment for any cases which includes a of a felony that can be punished by the low term of confinement, as defined by the California Penal Code, of two years or greater, and/or any sexually violent predator cases.

Contractor shall be last in line for any assignments to dependency, delinquency, child support, mental health and conservatorship cases, patient rights advocate cases, adoptions. AB 109 revocation hearings and any other matter in which the County is obligated to provide public defender services. This lower priority does not apply to clients that the Contractor previously represented for which an assignment would best avoid current or future conflicts of interest.

Contractor's lower priority assignments do not apply to clients that the Contractor previously represented for which an assignment would best avoid current or future conflicts of interest.

Note: The Coverage Table set forth above will be followed for the majority of the cases assigned to this Public Defender. However, a Judge, when assigning a case, will consider the experience, caseload, complexity of the case and prior representation of the same client, which may result in a Public Defender assigned a case out of the listed sequence. In addition, the County reserves the right to modify the conflicts coverage table as necessary to make consistent with other Public Defender contracts as they may be amended and as necessary to address legislative changes which may impact the County's obligation to provide Public Defender services.

Contractor may informally coordinate with other contracted Inyo County Public Defenders to arrange for more efficient coverage of criminal calendars between the two Inyo County court locations.

DECLARATIONS FOR REIMBURSEMENT FOR PUBLIC DEFENDER FEES AND COSTS.

1. In the event Contractor seeks reimbursement for costs spent in defense pursuant to court Order, each invoice submitted for payment shall be accompanied by a declaration affirming the invoice represents a service provided in the defense of the matter from which the Order issued and shall be signed by the attorney seeking payment of the invoice. [See Attachment B "Schedule of Fees" paragraph 3.A.]

2. Pursuant to Penal Code section 987.8 Contractor shall prior to disposition or the final hearing file with the appointing court in each and every case in which Contractor appeared as a Contract Public Defender, the requisite form or forms declaring the amount of time expended on the case by Contractor and any costs incurred in connection with Contractor's representation of the client, including but not limited to any expert or investigative fees and costs, to facilitate reimbursement hearings.

3. Contractor shall provide needed documentation required by the reviewing court to support the value of all public defender services for which reimbursement is sought pursuant to Penal Code section 987.8 or any other provision of law providing for the reimbursement to the County for the cost of public defender services.

4. Contractor shall provide the County copies of any forms or declarations provided to the court under this section in electronic format and at intervals specified by the County.

H. MONTHLY CASE REPORTING OF HOURS AND COSTS. Contractor shall provide monthly reports specifying the total hours and costs expended by Contractor for each specific category of cases on which the Contractor provides services under the terms of this Agreement. [See Introduction paragraphs 1-11.] County may provide Contractor the format for such reports, which shall be transmitted in electronic format. County is not requesting, nor shall Contractor provide, information which is protected by the attorney/client privilege or other confidentiality laws.

[ATTACHMENT B FOLLOWS]

Indigent Defense in Inyo County



Roadmap for Presentation

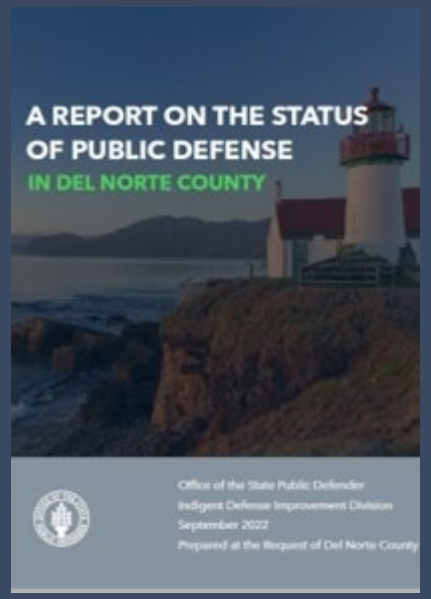
About OSPD

Common Rural Challenges

Current System

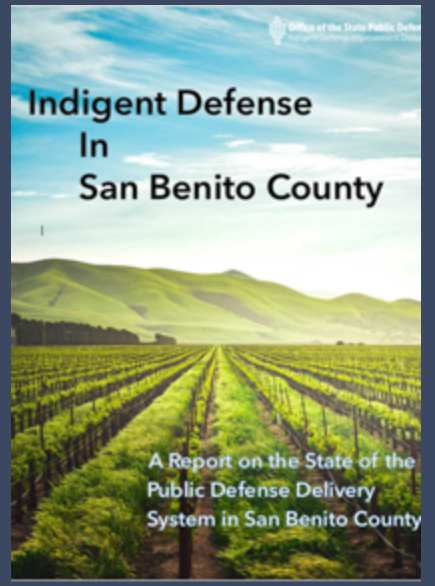
Potential Solutions

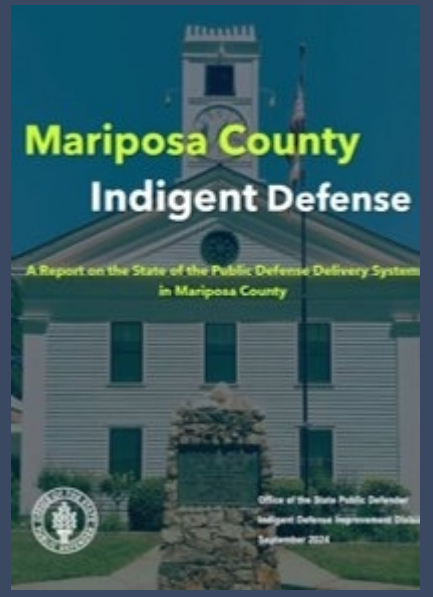
Office of the State Public Defender











What is Indigent Defense?

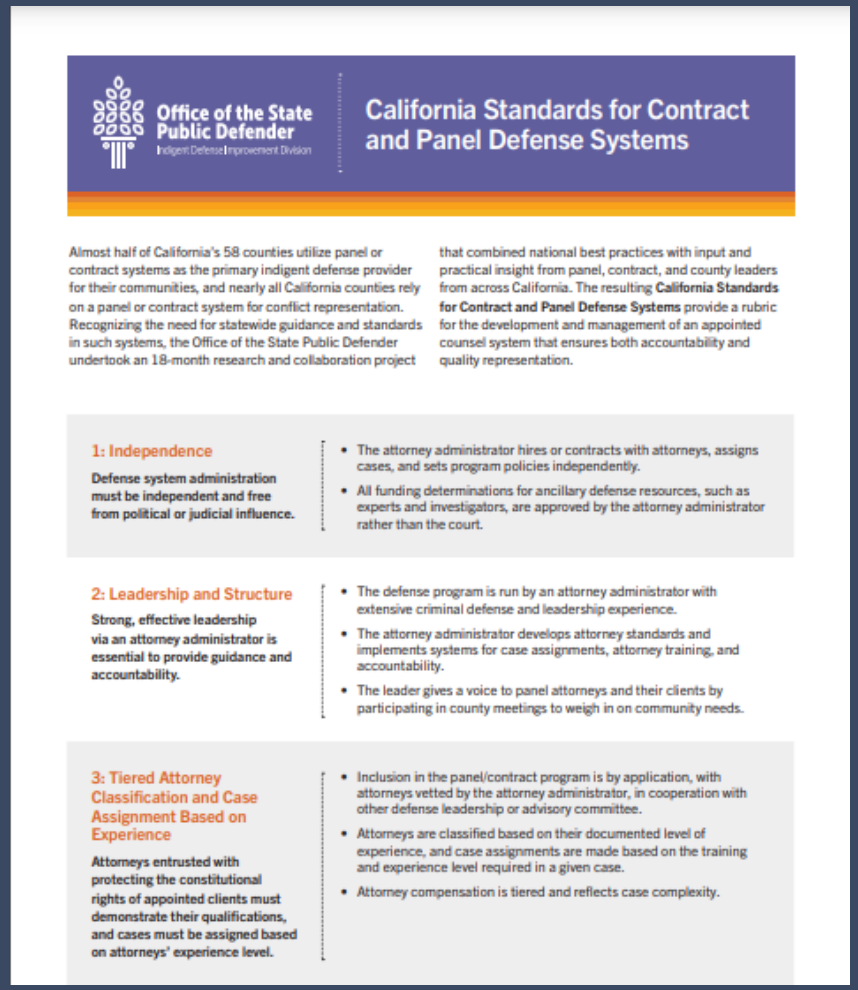
Legal representation for people who cannot afford an attorney.

Includes criminal cases, juvenile matters, and civil proceedings.

Systems are locally designed and administered.

State & National Standards

California Standards



Office of the State Public Defender
Indigent Defense Improvement Division

California Standards for Contract and Panel Defense Systems

Almost half of California's 58 counties utilize panel or contract systems as the primary indigent defense provider for their communities, and nearly all California counties rely on a panel or contract system for conflict representation. Recognizing the need for statewide guidance and standards in such systems, the Office of the State Public Defender undertook an 18-month research and collaboration project that combined national best practices with input and practical insight from panel, contract, and county leaders from across California. The resulting **California Standards for Contract and Panel Defense Systems** provide a rubric for the development and management of an appointed counsel system that ensures both accountability and quality representation.

1: Independence

Defense system administration must be independent and free from political or judicial influence.

- The attorney administrator hires or contracts with attorneys, assigns cases, and sets program policies independently.
- All funding determinations for ancillary defense resources, such as experts and investigators, are approved by the attorney administrator rather than the court.

2: Leadership and Structure

Strong, effective leadership via an attorney administrator is essential to provide guidance and accountability.

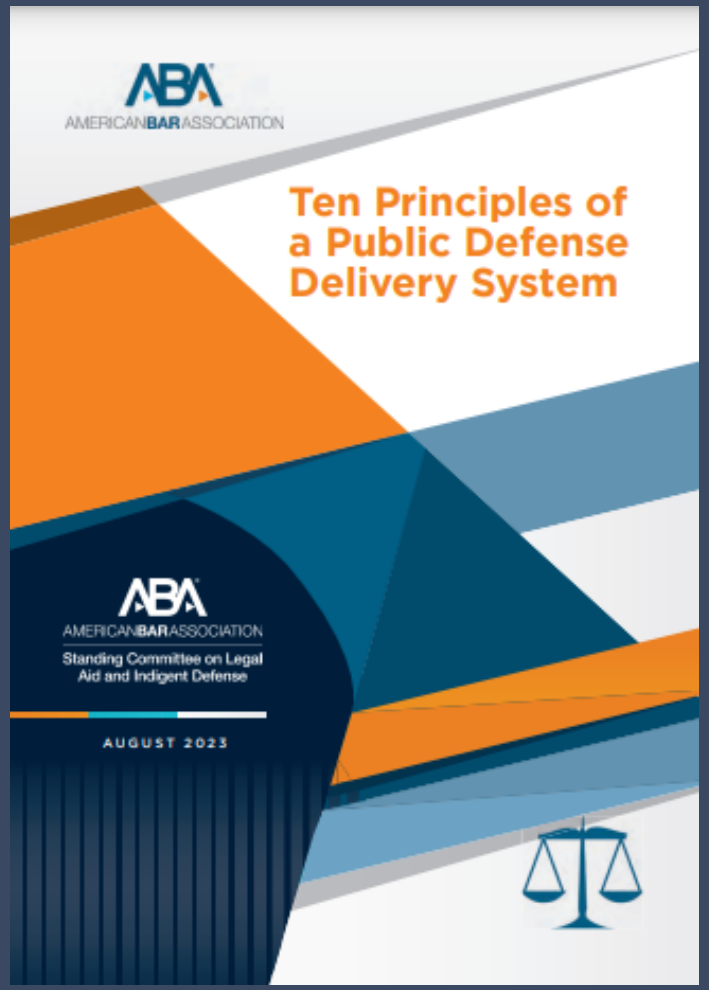
- The defense program is run by an attorney administrator with extensive criminal defense and leadership experience.
- The attorney administrator develops attorney standards and implements systems for case assignments, attorney training, and accountability.
- The leader gives a voice to panel attorneys and their clients by participating in county meetings to weigh in on community needs.

3: Tiered Attorney Classification and Case Assignment Based on Experience

Attorneys entrusted with protecting the constitutional rights of appointed clients must demonstrate their qualifications, and cases must be assigned based on attorneys' experience level.

- Inclusion in the panel/contract program is by application, with attorneys vetted by the attorney administrator, in cooperation with other defense leadership or advisory committee.
- Attorneys are classified based on their documented level of experience, and case assignments are made based on the training and experience level required in a given case.
- Attorney compensation is tiered and reflects case complexity.

National Standards



ABA
AMERICAN BAR ASSOCIATION

Ten Principles of a Public Defense Delivery System

ABA
AMERICAN BAR ASSOCIATION
Standing Committee on Legal Aid and Indigent Defense

AUGUST 2023

Common Rural Challenges

LIMITED ATTORNEY POOL CAN MAKE RECRUITMENT AND RETENTION CHALLENGING.

ONE VACANCY CAN SIGNIFICANTLY IMPACT A SMALL SYSTEM.

CASES INCREASINGLY REQUIRE EXPERTISE AND SUPPORT.

PROGRAMS NEED LEADERSHIP AND DATA.

Inyo County's Current System

Contract-based

4 attorneys provide primary representation.

Compensation

Primarily flat-fee based.

Case assignment

Contracts allocate priority among cases.

Recruitment

Limited recruitment and succession pipeline.

Why Consider the Defense System Now?

A changing legal landscape	• AB 690
An upcoming decision point	• Next contract cycle.
Long term stability	• Benefits community building and future attorneys.

Challenges of Unstructured Systems

Limited oversight	• Concerns unidentified and unaddressed.
Inconsistent access to support	• Inconsistent access to investigators, training, and other support.
Limited information for future planning	• No data collection means no oversight on workloads or performance.

Challenges of Unstructured Systems

Gaps in coverage

- An attorney's absence can: strain remaining providers, disrupt court operations, and deny timely and effective representation.

Lack of transparency

- Not great stewardship of public funds and potential liability to the county.

Some Benefits of a Structured System

- Accountability to the Board of Supervisors
- Attorney support, oversight, and training
- Meaningful performance evaluation
- Caseload balancing and assignment
- Greater system efficiency through stakeholder collaboration
- Recruitment and retention

Benefits of a Structured Indigent Defense System

Better Outcomes

- Early investigation and stronger support can improve case outcomes.

Greater Efficiency

- Consistent case management can reduce delays and unnecessary court and jail time.

Lower System Costs

- Effective representation can reduce avoidable detention and other downstream costs.

Measurable Performance

- Reliable data allows the county to evaluate workloads, outcomes, costs, and value of its investment.

Greater Access to Funding
(even for small counties)



Holistic Defense Grant (2025)

$14 million total awarded to California Public Defender offices

Mono	$359,813
Siskiyou	$731,798
Sutter	$450,000

Byrne-JAG (2023)

$18 million total awarded to California Public Defender offices

Stanislaus	$2,145,000
El Dorado	$660,000

Indigent Defense Grant (2021)

$10 million total awarded to California Public Defender offices

Humboldt	$416,500
Tuolumne	$274,400

Rural Public Defense System Improvement Grant

Approximately $5 million for four rural California counties to establish a structured indigent defense delivery system.

Direct allocations to

Del Norte, Mariposa, Mono, and San Benito Counties.

Possible Solutions: Structured Systems

- Public Defender
- Managed Assigned Counsel
- Regional Model

Basic Tenets: Public Defender Office

County Department

Chief Defender appointed by the Board

New attorneys hired as county employees.

Benefits of a Public Defender Office

- Most effective oversight and direct supervision.
- Transparency and accountability.
- Increase in recruitment pipeline.
- Attorneys share in offices and resources.

Limitations of a Public Defender Office

Higher fixed costs.

- A public defender office generally requires greater ongoing investment in salaries, benefits, facilities, and technology.

Separate conflict system is still necessary.

Recruitment might remain a challenge.

- Creating an office does not eliminate the difficulty of recruiting and retaining experienced attorneys.

Basic Tenets: Managed Assigned Counsel

Attorney administrator serves as defense lead.

Defense representation provided by a panel of independent contractor attorneys.

Typically, no need for additional conflict counsel.

Benefits of a Managed Assigned Counsel Program

- Increased oversight by experienced defense lead.
- Defense lead can assign and track cases.
- Encourages stability.
- Could be built out from current contractors.

Limitations of a Managed Assigned Counsel Program

Recruitment challenges

- No succession plan or pipeline for law students or new attorneys.

Attorneys with mixed practices

- Appointed attorneys may still carry and prioritize private paying clients.

Restrictions on oversight

- Defense lead cannot direct or control the work of panel attorneys.

Mono County's Hybrid Model

Dedicated leadership

Greater capacity and flexibility

- A second county in-house attorney handles lower-level offenses.

Pathway to greater structure

- Mono County can build in-house capacity while continuing to use contract attorneys to meet additional needs.

Basic Tenets: Regional Model

Multiple counties sharing a common structure

Attorney administrator serves as the lead defender

Defense representation is provided by a panel of independent contractors drawn across counties

Benefits of a Regional Model

- Shared leadership and resources.
- Shared costs and pooled funding.
- Opportunities for training, coverage, and collaboration.
- More attorneys working in the system.

Limitations of Regional Models

- Requires coordination across counties.
- Less direct control.
- Attorney pipeline remains challenging.

What Comes Next for Inyo County?

Office of the State Public Defender

What are the County's priorities for indigent defense?

What would a stronger program look like?

INYO COUNTY BOARD OF SUPERVISORS

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DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

November 3, 2026

Reference ID: 2026-687

Mineral Exploratory Drilling Workshop

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Ryan Standridge, Assistant Planner	Ryan Standridge, Assistant Planner

RECOMMENDED ACTION:

Conduct a workshop regarding the regulation of mechanized mineral exploratory drilling under Inyo County Code Title 18; discuss potential regulatory approaches; and provide direction to staff regarding whether to prepare amendments to the Zoning Code for future Board consideration.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Planning Department is requesting a Board workshop to discuss how Inyo County Code Title 18 should address mechanized mineral exploratory drilling activities. Exploratory drilling is a land use activity that does not rise to the level of the County's (and SMARA's) definition of "Mining." While mining activities are permitted in certain zones, exploratory drilling is not expressly permitted in any zone. This creates a conundrum because of the general rule that land use activities that are not expressly permitted in a zoning code are not permitted activities. Staff will present the current Code provisions, existing administrative practice, and potential regulatory approaches for Board discussion and direction. Please refer to the attached presentation for additional background and discussion.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

If the Board takes no action, Title 18 would remain unchanged. Because the Zoning Code does not expressly identify mechanized mineral exploratory drilling below the County's definition of "Mining" as a permitted or conditionally permitted use, the County would not have an express land-use entitlement pathway for the activity. Where a use is not permitted by the Zoning Code, it is generally treated as prohibited unless otherwise authorized by the Code.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Ryan Standridge	Created/Initiated - 09/17/2026
Darcy Israel	Approved - 09/21/2026
Ryan Standridge	Approved - 09/21/2026
Amy Shepherd	Approved - 09/22/2026
Keri Oney	Approved - 09/28/2026
Cathreen Richards	Approved - 09/28/2026
Eric Chilton	Approved - 09/29/2026
John Vallejo	Approved - 10/26/2026
Denelle Carrington	Final Approval - 10/26/2026

ATTACHMENTS:

1. Inyo County Exploratory Drilling Workshop

Mineral Exploratory Drilling

Zoning Code Workshop

Inyo County Board of Supervisors

Planning Department • Discussion Draft

1. What Does the Zoning Code Address?

OS — Open Space

Conditional Use

Mining and processing of natural resources, including borrow pits.

ICC § 18.12.040(I)

M-1 — General Industrial & Extractive

Conditional Use

Mining and processing of natural resources, including borrow pits.

ICC § 18.57.040(B)

M-2 — Light Industrial

Principal Permitted Use

Mineral processing or ore stockpiling.

Mining/extraction is not separately listed on this slide.

KEY POINT: Title 18 addresses mining/extraction and mineral processing, but does not separately establish a land-use approval process for mechanized mineral exploratory drilling below the thresholds in the County's definition of "Mining."

1a. ICC § 18.06.380 — Definition of “Mining”

The definition is important because it brings prospecting and exploratory activities into “mining” only when disturbance or material thresholds are exceeded.

“Mining” includes surface and subsurface mining operations and means all or any part of the process involved in the extraction of minerals. Mining also includes, but is not limited to:

A. On-site crushing, sorting, distillation, retorting or leaching;

B. The production and disposal of mining waste;

C. Prospecting and exploratory activities when the removal or displacement of material, including overburden, exceeds a total of more than 1,000 cubic yards and/or results in surface disturbances exceeding 1 acre at any one location or on any single claim.

Key gap: below these thresholds, exploratory drilling is not separately listed as an allowed use.

1b. The Regulatory Gap

The Zoning Code addresses MINING, but it does not separately identify a land-use approval process for mechanized mineral exploratory drilling below the thresholds in the definition of “Mining.”

ICC § 18.06.380 includes prospecting and exploratory activities within “Mining” when disturbance exceeds 1 acre and/or material displacement exceeds 1,000 cubic yards.

Below those thresholds, the Code does not expressly say whether mechanized mineral exploratory drilling is allowed by right, ministerially, through a Conditional Use Permit, or not allowed.

This workshop asks the Board for direction on how Title 18 should expressly address that activity.

1c. General Plan Context

The General Plan provides the County's broader policy framework; Title 18 implements land-use regulation at the parcel level.

GENERAL PLAN

- Provides Countywide land-use and resource-management policy direction.
- Provides the broader framework for considering mineral resources with other land uses and environmental resources.

TITLE 18 — ZONING CODE

- Implements land-use regulations at the parcel level.
- Identifies where mining and mineral-related uses are permitted or conditionally permitted.
- Defines "Mining," including the threshold for certain prospecting and exploratory activities.

THE ISSUE BEFORE THE BOARD

The General Plan provides policy direction, but Title 18 does not expressly establish a land-use approval process for mechanized mineral exploratory drilling below the County's definition of "Mining."

Draft for Board Workshop Discussion

2. Historical & Current Planning Department Practice

Exploratory drilling has historically been reviewed administratively by the Planning Department.

Zoning & Entitlements
Parcel zoning, existing CUP/reclamation plan, and whether drilling is within an approved mining operation.

Mining Threshold
Surface disturbance and material quantities are compared with ICC §18.06.380.

Project Footprint
Drill pads, access, grading, vegetation disturbance, sumps, staging areas and overland travel.

Operations
Drill rigs, support equipment, water, drilling fluids, generators, fuel and waste handling.

Site Restoration
Borehole abandonment and restoration of drill pads, access improvements and other disturbed areas.

If a proposal does not meet the County's definition of "Mining," Planning has historically processed the activity administratively rather than requiring a CUP for mining.

2a. Current Administrative Review Process

1

PROJECT SUBMITTAL

Project description • maps • drill locations • disturbance • equipment

2

PLANNING REVIEW

Zoning • existing entitlements • §18.06.380 mining threshold • site/environmental information

3

BELOW MINING THRESHOLD

Planning has historically issued an administrative determination

4

DRILLING REQUIREMENTS

Applicable Drill-and-Destroy / borehole construction and abandonment requirements. Permits issued through Environmental heath

THE ZONING ISSUE:

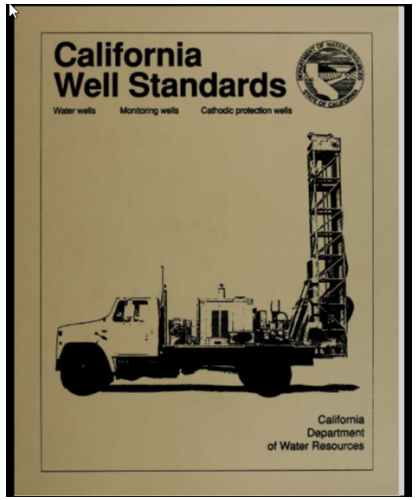
Title 18 does not expressly establish the administrative land-use approval process currently used for mechanized mineral exploratory drilling below the "Mining" threshold.

5. Other Drilling Requirements

- Separate County or State requirements may govern borehole construction and abandonment.

- Those requirements control how a hole is drilled and closed; they do not determine whether mineral exploration is an allowed land use under zoning.

- Zoning authorization and drilling-construction requirements are separate questions.





5a. Title 14 — Drilling / Well Construction Requirements

Title 14 regulates certain wells and exploratory holes as construction / abandonment matters.

Relevant distinction in the "well" definition:

Test or exploratory holes for soil testing, monitoring, or seismic exploration are excluded from the "well" definition only when they are less than 25 feet deep.

These provisions address the hole itself — not the zoning status of mechanized mineral exploration.

A drilling or borehole permit therefore should not be confused with a land-use entitlement. The zoning question remains separate.

3. Scope — Prospecting vs. Exploratory Drilling

Small-Scale / Recreational Prospecting

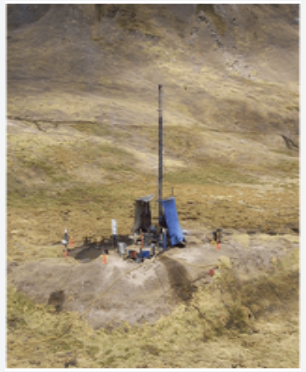
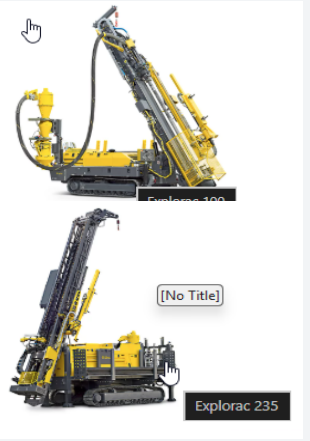
- Walking or mapping a property to identify mineralization
- Hand sampling, rock collecting, or similar low-impact activity
- No mechanized drilling that will cause substantial surface disturbance
- Not the activity this workshop is intended to






Mechanized Mineral Exploratory Drilling

- Drill rigs and support equipment
- Boreholes, drill pads, staging areas, and access
- Vehicle or overland travel and potential vegetation/soil disturbance
- Borehole abandonment and site restoration



4. What is SMARA?

Surface Mining and Reclamation Act of 1975

California's framework for reclamation of lands disturbed by surface mining. Inyo County is the Lead Agency for reclamation plans, financial assurance, and ongoing compliance.

1 Reclamation Plan

Describes how mined lands will be restored to a usable condition and made adaptable for future land uses.

2 Protect Resources

Minimizes adverse effects and considers soils, drainage, vegetation, wildlife, aesthetics and other affected resources.

3 Public Safety

Addresses residual hazards and unsafe mining features.

4 Financial Assurance

Operators maintain financial assurance sufficient to cover the cost of final reclamation.

THE SMARA LIFECYCLE

Surface Mining → **Approved Reclamation Plan** → **Annual Oversight** → **Final Reclamation**

SMARA regulates reclamation of surface mining. County zoning determines whether the land use is allowed.

4a. When Does SMARA Apply to Exploratory Work?

PRC § 2714(d) provides a limited exemption for small-scale prospecting or mineral extraction.

SMARA exemption threshold — BOTH conditions must be met

< 1 ACRE
total surface disturbance

AND

< 1,000 CY
overburden or mineral product removed in any one location

What the threshold means

BOTH limits are met

The activity may qualify for the PRC § 2714(d) SMARA exemption.

Either limit is exceeded

SMARA requirements may be triggered, including reclamation planning and financial assurance.

SMARA EXEMPTION ≠ ZONING APPROVAL
An exemption from SMARA does not determine whether exploratory drilling is an allowed County land use.

Source: PRC §§ 2714(d), 2715; 2026 SMARA Law Book.

6. Why the Approval Process Matters — CEQA

- Exploratory drilling is temporary and typically smaller in scale than mining, but small disturbance does not necessarily mean no environmental effect.
- Potential considerations include fugitive dust and equipment exhaust; wildlife and sensitive plants; noise; soils and erosion; cultural and tribal cultural resources; water resources; and reclamation.
- Overland vehicle travel can create disturbance even when a formal road is not constructed.
- A ministerial approval is not subject to CEQA. A discretionary approval preserves the County's ability to evaluate site-specific circumstances through the appropriate CEQA process.
- Location matters: the same number of drill holes may present very different issues on an existing disturbed pad versus undisturbed habitat.

7. Four Options

OPTION 1

Allow By Right

Permitted use
No Planning entitlement
Must meet zoning standards

OPTION 2

Ministerial / Administrative

Director or Designee determination
Review against established standards
Administrative approval if standards are met
No discretionary CEQA review

OPTION 3

Conditional Use Permit

Discretionary approval
Site-specific review
CEQA applies even if exempt

OPTION 4

Do Not Allow

Expressly prohibited
No County entitlement pathway

8. Options — Pros and Cons

Option	Pros	Cons
Allow By Right	Simplest; fastest; lowest applicant cost; clear standards	No County land-use approval; no CEQA review; least site-specific oversight
Ministerial / Administrative	County verifies objective standards; predictable; faster than CUP	No discretionary CEQA review; limited ability to address unique site conditions
Conditional Use / Discretionary	CEQA review; site-specific conditions; public process; ability to avoid/mitigate impacts	Longer processing; higher cost; staff/hearing resources; may burden very small projects
Do Not Allow	Clear rule; avoids drilling-related land-use impacts; no new permit process needed	No pathway even for low-impact proposals; limits mineral exploration; no case-by-case consideration

9. Board Discussion and Direction

Should the Inyo County Zoning Code be amended to expressly address mechanized mineral exploratory drilling?

1. Permit by right no County land-use entitlement required; subject to zoning standards
2. Permit through ministerial / administrative approval objective standards; staff verifies compliance
3. Permit through a Conditional Use Permit with discretionary, site-specific review and CEQA required
4. Do not allow mechanized mineral exploratory drilling

INYO COUNTY BOARD OF SUPERVISORS

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DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

November 3, 2026

Reference ID: 2026-701

Presentation of the 2025 Crop and Livestock Report

Agricultural Commissioner

NO ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Nathan Reade, Ag Commissioner	Nathan Reade, Ag Commissioner

RECOMMENDED ACTION:

Receive presentation on the 2025 Annual Crop and Livestock Report

BACKGROUND / SUMMARY / JUSTIFICATION:

Receive presentation on the 2025 Annual Crop and Livestock Report.

FISCAL IMPACT:

Funding Source	General Fund	**Budget Unit**	023300
Budgeted?	Yes	**Object Code**	N/A
Recurrence	Ongoing Expenditure	**Sole Source?**	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
None
Future Fiscal Year Impacts
None
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Climate Resilience and Natural Resource Protection
Economic Enhancement I Local Businesses, Organizations, and Workforce

Economic Enhancement I Collaborative Regional Economic Development
High-Quality Services I Public Safety and Emergency Response

APPROVALS:

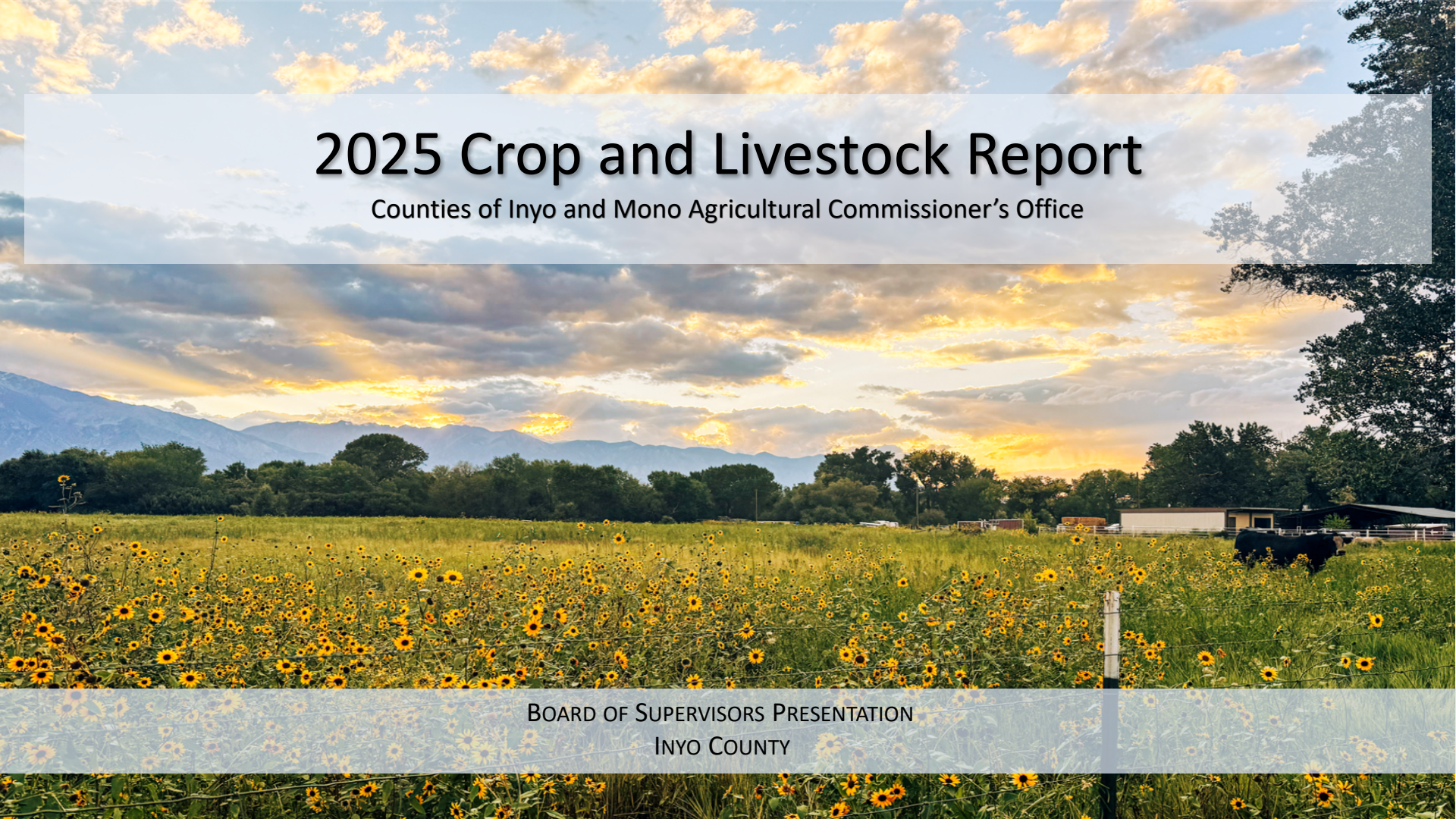
Nathan Reade	Created/Initiated - 10/08/2026
Darcy Israel	Approved - 10/20/2026
Nathan Reade	Approved - 10/26/2026
Amy Shepherd	Approved - 10/27/2026
John Vallejo	Approved - 10/27/2026
Denelle Carrington	Final Approval - 10/27/2026

ATTACHMENTS:

1. 2025 Inyo Board Presentation

2025 Crop and Livestock Report

Counties of Inyo and Mono Agricultural Commissioner's Office



BOARD OF SUPERVISORS PRESENTATION

INYO COUNTY

Karen Ross, *Secretary*
California Department of Food and Agriculture

Karn Morrison, *Director*
California Department of Pesticide Regulation

The Honorable Board of Supervisors,
County of Inyo

Trina Orrill, *Chair*

Scott Marcelin
Will Wadelton
Jennifer Roeser
Jeff Griffiths

The Honorable Board of Supervisors,
County of Mono

Jennifer Kreitz, *Chair*

Linda Salcido
Paul McFarland
John Peters
Rhonda Duggan

I am pleased to present the 2025 Inyo and Mono Counties' Annual Crop and Livestock Report. Prepared in accordance with California Food and Agriculture Code Section 2279, this report provides a comprehensive statistical compilation of agricultural production across both counties. Please note that these figures reflect gross agricultural values and do not represent net profit or loss.

The year 2025 was marked by notable growth, with the gross combined agricultural production value for Inyo and Mono Counties totaling $71,776,000—a robust increase of nearly 20% compared to 2024. This increase was primarily driven by strong market pricing for livestock and livestock products, particularly beef, which effectively offset stable pricing within the field crop sector. Together, livestock and field crops continue to serve as the foundational pillars of our regional agricultural economy.

Both counties achieved impressive gains this year, with Inyo County's production value increasing by 27% and Mono County's by 15%. These substantial increases represent good news for our local producers and the strength of our regional economy.

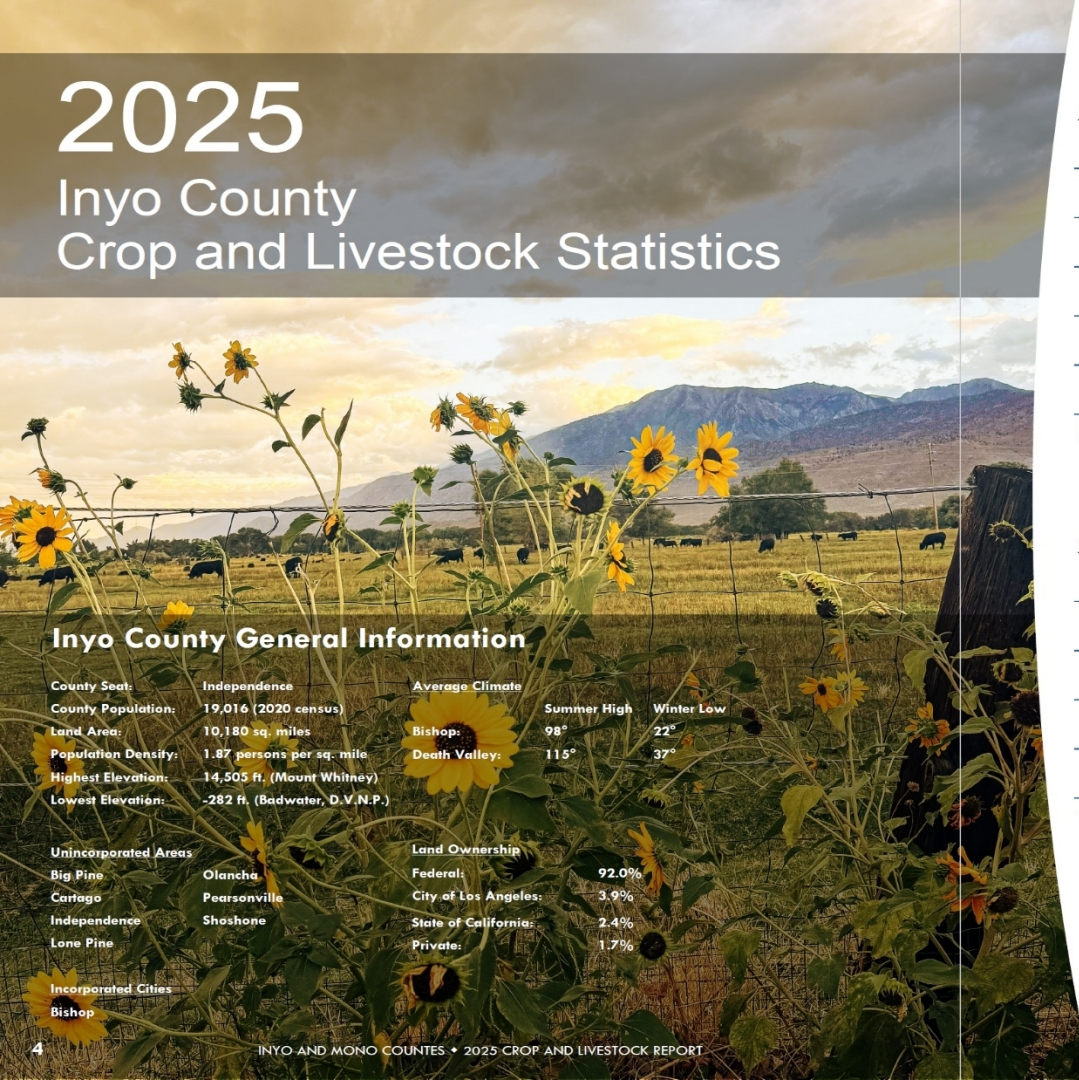
Finally, I would like to extend my appreciation to our local producers for their invaluable assistance in compiling this data. Their voluntary contributions and ongoing collaboration ensure the accuracy of this report.

Sincerely,

Nathan D. Reade
Agricultural Commissioner



2025
Inyo County
Crop and Livestock Statistics



Inyo County General Information

County Seat:	Independence
County Population:	19,016 (2020 census)
Land Area:	10,180 sq. miles
Population Density:	1.87 persons per sq. mile
Highest Elevation:	14,505 ft. (Mount Whitney)
Lowest Elevation:	-282 ft. (Badwater, D.V.N.P.)

Average Climate

	Summer High	Winter Low
Bishop:	98°	22°
Death Valley:	115°	37°

Unincorporated Areas

Big Pine, Cartago, Independence, Lone Pine, Olancha, Pearsonville, Shoshone

Incorporated Cities

Bishop

Land Ownership

Federal:	92.0%
City of Los Angeles:	3.9%
State of California:	2.4%
Private:	1.7%

Livestock & Livestock Products

	Year	Unit	Production	Value per Unit	Total	
Cattle & Calves	2025	Head	8,570	$2,091	$17,928,000	↑ 33%
	2024		8,260	$1,637	$13,522,000	
Sheep & Lambs*	2025	Head	3,800	$273	$1,037,000	↑ 6%
	2024		3,840	$256	$983,000	
Eggs	2025	Dozen	1,800	$8.00	$14,400	↓ 27%
	2024		2,300	$8.50	$19,600	
Wool	2025	Lbs	27,720	$1.70	$47,000	=
	2024		28,000	$1.68	$47,000	
Miscellaneous**	2025				$376,000	↑ 35%
	2024				$278,000	
			Total Value	**2025**	**$19,402,000**	↑ 31%
				2024	$14,850,000	

* Includes feeder lamb gain.
**Includes beef stocker gain, goats, hogs, and poultry.

Field Crops

	Year	Unit	Production	Value per Unit	Total	
Alfalfa Hay	2025	Ton	10,100	$187	$1,889,000	↓ 1%
	2024		10,200	$187	$1,900,000	
Pasture, Irrigated	2025	Acre	14,300	$68	$1,044,000	=
	2024		14,300	$68	$1,044,000	
Pasture, Rangeland	2025	Acre	1,150,000	$1.13	$1,300,000	↑ 2%
	2024		1,150,000	$1.11	$1,277,000	
Miscellaneous*	2025	Acre	475	-	$570,000	↓ 25%
	2024		492	-	$755,000	
			Total Value	**2025**	**$4,803,000**	↓ 2%
				2024	$4,905,000	

*Includes grain hay, sudangrass, and other hay

Nursery Products

	Year	Unit	Production	Value per Unit	Total	
Nursery Stock*	2025	Acre	186	-	$5,278,000	↑ 49%
	2024		160	-	$3,532,000	
			Total Value	**2025**	**$5,278,000**	↑ 49%
				2024	$3,532,000	

*Includes palms, turf, and miscellaneous plants.

Fruit and Nut Crops

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2025	Acres	32	-	$701,000	↑ 12%
	2024		32	-	$626,000	
			Total Value	**2025**	**$701,000**	↑ 12%
				2024	$626,000	

* Includes apples, apricots, blackberries, cherries, dates, figs, grapes (table), nectarines, peaches, pears, pecans, persimmons, plums, pomegranates, raspberries, and walnuts.

Vegetable Crops

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2025	Acres	2	-	$80,000	
	2024		-	-	-	
			Total Value	**2025**	**$80,000**	
				2024	-	

* Includes arugula, beans, beets, carrots, cucumbers, eggplant, garlic, green beans, green onions, herbs, kale, microgreens, onions, peppers, potato, radishes, spinach, tomatillos, tomatoes, turnips and zucchini.

Apiary Products

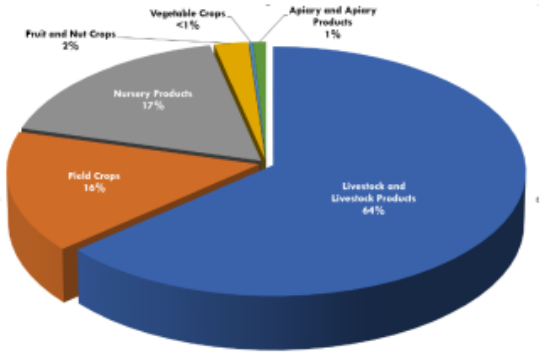
	Year	Unit	Production	Value per Unit	Total	
Honey	2025	Lb	45,000	$5.82	$262,000	↑ 16%
	2024		48,000	$4.69	$225,000	
Miscellaneous*	2025	-	-	-	$4,100	↓ 5%
	2024		-	-	$4,300	
			Total Value	**2025**	**$266,000**	↑ 16%
				2024	$229,000	

* Includes beeswax and pollen.

Inyo County Totals

	Year	Total	
Livestock & Livestock Products	2025	$19,402,000	↑ 31%
	2024	$14,850,000	
Field Crops	2025	$4,803,000	↓ 2%
	2024	$4,905,000	
Nursery Products	2025	$5,278,000	↑ 49%
	2024	$3,532,000	
Fruit and Nut Crops	2025	$701,000	↑ 12%
	2024	$626,000	
Vegetable Crops	2025	$80,000	
	2024	-	
Apiary Products	2025	$266,000	↑ 16%
	2024	$229,000	
Total Value	**2025**	**$30,530,000**	↑ 27%
	2024	$24,142,000	

Inyo County Agricultural Production by Category



Counties of Inyo and Mono
Agricultural Commissioner's Office

The mission of the Inyo and Mono Counties Agricultural Commissioner's Office is to promote and protect the agricultural industry of the counties, protect the environment, and to ensure the health and safety of all of its citizens. The department is also responsible for fostering confidence and equity in the marketplace. The following are the main program areas:

Human Safety and Environmental Protection

The County Agricultural Commissioner's Office protects the health and safety of all Inyo/Mono residents, its agricultural industries and its environment with a series of comprehensive regulatory programs designed to prevent the introduction of exotic pests and to ensure the safe use of pesticides. The five programs that exist to achieve these goals include:

- Pest Exclusion
- Pest Detection
- Pest Eradication
- Pest Management
- Pesticide Enforcement

Consumer Protection and Product Quality

Product quality programs are designed to ensure the production and sales of quality eggs, honey, fruits, vegetables, and nursery and seed products. Quality standards that these programs ensure include maturity, grade, size, and weight. Packaging and labeling are also examined to ensure consumer expectations are met. The six programs include:

- Fruit and Vegetable Quality Control
- Organic Food Production
- Egg Quality Control
- Certified Farmers' Markets
- Nursery Inspection
- Seed Inspection

Special Agricultural Services

The Agriculture Department also provides other mandated services, including:

- Apiary Inspection
- Crop Statistics
- Sustainable Agriculture

Administrative and Education Outreach

Staff participate in a wide range of special projects intended to benefit Inyo/Mono citizens such as the legislative process, public information, education outreach efforts, as well as joint multi-agency and inter-county cooperative activities. Continuing education efforts sponsored by the Agriculture Department for pesticide safety help to ensure that local license-holders maintain adequate training.







Invasive Plant Management

This division of the Agricultural Commissioner's office consists of 15 federal, state, county, and local agencies and entities. The Eastern Sierra Weed Management Area is dedicated to the eradication and control of invasive plant species in Inyo and Mono Counties through the cooperation and coordination of participating entities. The Eastern Sierra Weed Management Area participates in public outreach and education activities to ensure that people understand the threat of non-native weeds on our environment and agriculture industry.

Weights and Measures

A gallon of gasoline, a cord of firewood, a loaf of bread, or a pound of fruits or vegetables...any item purchased is sold by weight, measure, or count. We protect the public from purchasing goods that are short weight or measure, and we protect businesses from giving their products and profits away when they use devices that could be inaccurate. We also verify that prices are scanned correctly at the counter, petroleum products meet quality standards, and weighmasters provide their customers accurate weighing devices. The eight programs in this category include:

- Weight Verification
- Measurement Verification
- Petroleum
- Transaction Verification
- Electronic Meters
- Compressed Gas Meters
- Weighmaster
- Device Repairmen Regulation

See page 15 for more information on this division.

Mosquito Abatement

The purpose of this program is to provide the public with a consistent level of mosquito control that reduces the threat of disease transmission and the spread of large nuisance populations of mosquitoes. The Inyo/Mono Counties Agricultural Commissioner's Office administers the Owens Valley Mosquito Abatement Program and the Mammoth Lakes Mosquito Abatement District. See page 16 for more information on this division.

Inyo County Commercial Cannabis Permitting Office

This division of our office coordinates the Commercial Cannabis Business License issuance, renewal, and oversight activities in Inyo County. Licensed activities include retail, manufacturing, distribution, testing, and cultivation. This office coordinates with the state of California Department of Cannabis Control to regulate Inyo County cannabis businesses.









Weights & Measures

Device Inspection Program

We are responsible for inspection and certification of all commercially used meters (retail motor fuel, propane/vapor, and electric), scales (aggregate and cement hoppers, vehicle, livestock, computing, counter, platform and spring scales); and any other type of device that is used to weigh or measure to determine a value for the purpose of sales. Enforcement actions can include issuance of citations initiating prosecution of violations. Over 1,000 devices were inspected. Several consumer complaints were received and investigated by the Inyo/Mono Counties' Weights and Measures Department throughout the year. Regular inspections protect consumers from misrepresentation and maintain fair competition between sellers.

Petroleum Program

We ensure the quality of petroleum products sold within the two Counties including; sampling of fuels, inspection and investigation of complaints. We also regulate all commercial advertisements of such products including price signs and labeling. While conducting these inspections, staff will also check for credit card skimming devices.

Package Inspections

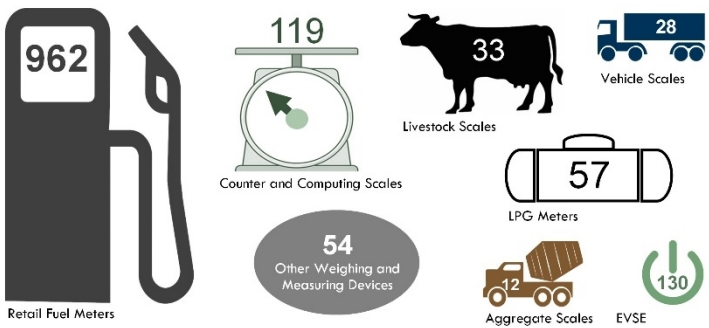
We inspect pre-packaged commodities in retail and wholesale facilities to determine proper weights, count or volume. We also verify proper sales equipment involving scanners, performing test purchases to insure accurate charges.

Weighmaster Enforcement

Weighmaster licenses are issued through our office to persons or entities that sell bulk commodities. Enforcement of weighmaster laws ensures that these transactions are accurate.

Device Repairman Regulation

Anyone who installs or repairs a weighing or measuring device in Inyo or Mono Counties must register with our office and inform our office when work takes place. This ensures that devices are not tampered with and transaction equity.



Any Questions?

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

November 3, 2026

Reference ID: 2026-736

Personal Services Contract - County Administrative Officer and Approval of Appointed Officials Resolution No. 2026-40

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Keri Oney, Assistant Personnel Director	Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

A) Appoint Christine Bouchard as the County Administrative Officer;
B) Approve the contract between the County of Inyo and Christine Bouchard for the provision of personal services as the County Administrative Officer at Range 34, Step C $20,231.46 per month effective November 12, 2026, and authorize the Chairperson to sign;
C) Approve Resolution No. 2026-40 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding and Replacing Resolution 2026-05 and Setting Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Over the past several months, the County conducted an intensive, competitive nationwide search to fill the role of County Administrative Officer. A panel appointed by your Board was tasked with reviewing and screening applications, and presenting a shortlist of qualified candidates to the Board. 57 applicants submitted applications in response to our recruitment. The review panel referred 10 candidates to the Board for your consideration. Ultimately, your Board directed staff to enter negotiations with Christine Bouchard to serve as County Administrative Officer.

The contract before your Board outlines the terms and conditions of Ms. Bouchard's service as Inyo County Administrative Officer.

The Appointed Officials Resolution has also been updated to incorporate guidance received from CalPERS regarding "piggybacking" or "me too" benefits. CalPERS requires 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**	010200
Budgeted?	Yes	**Object Code**	All Salary and Benefit codes
Recurrence	Ongoing Expenditure	**Sole Source?**	N/A
If Sole Source, provide justification below			

Current Fiscal Year Impact
Up to $162,000 for the period between November 12 and June 30, 2027 (not including benefits)
Future Fiscal Year Impacts
Up to $248,192 for the period between July 1, 2027 and June 30, 2028 (not including benefits)
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract and re-negotiate the terms and conditions, or the Department would continue to recruit to fill the vacancy.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I Quality County Employees
High-Quality Services I High-Quality County Government Services

APPROVALS:

Keri Oney	Created/Initiated - 10/14/2026
Darcy Israel	Approved - 10/19/2026
Kelsey Gonzalez	Approved - 10/20/2026
Keri Oney	Approved - 10/21/2026
John Vallejo	Approved - 10/21/2026
Amy Shepherd	Approved - 10/22/2026
Denelle Carrington	Final Approval - 10/26/2026

ATTACHMENTS:

1. C. Bouchard - CAO Contract 11.12.2026
2. Appointed Officials Resolution No. 2026-40

AGREEMENT BETWEEN COUNTY OF INYO
AND CHRISTINE BOUCHARD
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY ADMINISTRATIVE OFFICER

INTRODUCTION

WHEREAS, Christine Bouchard (hereinafter referred to as "Officer") has been or will be duly appointed as County Administrative Officer for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Officer 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 the Officer 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. TERM.

The term of this Agreement shall be from November 12, 2026 until terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Officer 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 Officer.

B. Travel and Per Diem. Officer shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Officer may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible to receive mileage reimbursement if Officer receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer 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. Officer 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 Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Officer 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. Officer 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 Officer 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. 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 Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession.

B. Products of Officer '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, Officer'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, Officer will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Officer 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 Officer 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.

9. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the County Administrative Officer of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right of power vested in, the County, except as expressly provided by law or set forth in Attachment A.

10. DEFENSE AND INDEMNIFICATION.

In the event the Officer 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 the Officer harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Officer's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer one hundred eighty (180) days written notice of such intent to terminate.

Officer 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 County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

14. CONFIDENTIALITY.

Officer 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 County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

15. CONFLICTS.

Officer agrees that Officer 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. Officer agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Officer 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, Officer agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in

litigation with the County, and concerning such, Officer by virtue of this Agreement has 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 Officer 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:

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

Officer
Christine Bouchard Name
On File Mailing Address
On File City and State

19. 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 CHRISTINE BOUCHARD
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY ADMINISTRATIVE OFFICER

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 3RD DAY OF NOVEMBER, 2026.

COUNTY OF INYO

By:_____

Dated:_____

OFFICER

By: Christine Bouchard
Print or Type Name

Christine Bouchard (Oct 20, 2026 19:06:13 PDT)
Signature

Dated: 10/20/2026

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd (Oct 21, 2026 11:47:35 PDT)
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND CHRISTINE BOUCHARD
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY ADMINISTRATIVE OFFICER**

TERM:

FROM: NOVEMBER 12, 2026 TO: TERMINATION

SCOPE OF WORK:

Officer shall perform the duties as defined in the Inyo County job description for County Administrative Officer incorporated herein by this reference and as defined in the Inyo County Code and California Government Code.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND CHRISTINE BOUCHARD
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY ADMINISTRATIVE OFFICER**

TERM:

FROM: NOVEMBER 12, 2026 TO: TERMINATION

SCHEDULE OF FEES:

1. Upon commencing employment, Officer shall be compensated at Grade 34, Step C and be paid $20,231.46 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. Upon commencing employment, Officer shall be granted 100 hours of vacation leave and 100 hours of sick leave.

3. Except as otherwise provided in this contract, Officer Services shall be compensated and receive benefits according to Inyo County Resolution Number 2026-40 or a successor resolution applicable to Appointed Officers.

4. County will provide and maintain a motor vehicle for Officer's exclusive use as required by their 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 Officer's residence.

5. No later than November 12, 2027, Officer shall obtain and maintain a primary residence that permits a response time of no more than one hour, or is a distance of less than or equal to fifty-five (55) miles, from the County Seat of Independence, California, and shall maintain such residence for the duration of employment. A failure to comply with this provision shall constitute cause for the Board to terminate this Agreement, which may be exercised in the sole discretion of the Board.

6. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS////

RESOLUTION NO. 2026-40

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, RESCINDING AND REPLACING RESOLUTION 2026-05 AND SETTING SALARY AND/OR TERMS AND CONDITIONS OF EMPLOYMENT FOR APPOINTED OFFICIALS 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, Appointed Officials are 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 Appointed Officials;

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby rescinds Resolution 2026-05;

BE IT FURTHER RESOLVED that the compensation, tenure, appointment, terms and conditions of employment for Appointed Officials shall be as set forth in the Articles below:

AGRICULTURAL COMMISSIONER AND DIRECTOR OF WEIGHTS AND MEASURES AND COUNTY PESTICIDE USE ENFORCEMENT OFFICER
CHILD SUPPORT DIRECTOR
COUNTY ADMINISTRATIVE OFFICER
COUNTY COUNSEL
ENVIRONMENTAL HEALTH DIRECTOR
HEALTH AND HUMAN SERVICES DIRECTOR
PLANNING DIRECTOR
PROBATION CHIEF OFFICER
PUBLIC WORKS DIRECTOR
WATER DIRECTOR

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-Milias-Brown Act, Government Code Section 3500, et seq. This Resolution applies to Appointed Officials not represented by any employee bargaining unit. This Resolution applies to those positions listed above.

Persons in these positions are hereinafter referred to as "Appointed Officials".

ARTICLE 2. EFFECT OF PRIOR RESOLUTIONS

This Resolution supersedes all prior Resolutions regarding Appointed Officials 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. Appointed Officials 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 WORKWEEK

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 Appointed Officials 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, Appointed Officials will coordinate and make arrangement to fulfill the requirements of the services and work which are necessary.

b. Appointed Officials on an eight-hour daily work schedule will generally work five consecutive days, with two consecutive days off.

c. Appointed Officials on a four-day, ten hour per day work schedule will generally work four consecutive days with three consecutive days off.

ARTICLE 5. OVERTIME AND COMPENSATORY TIME

Appointed Officials are FSLA Exempt employees and shall not be paid or provided compensatory time for overtime worked.

ARTICLE 6. STANDBY AND CALL-OUT COMPENSATION

Appointed Officials are FSLA Exempt employees and shall not be paid or provided compensatory time for standby or callout.

ARTICLE 7. SALARIES

a. Salaries: Subject to the terms and conditions of their respective employment agreements, Appointed Officials 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
AGRICULTURAL COMMISSIONER AND DIRECTOR OF WEIGHTS AND MEASURES AND COUNTY PESTICIDE USE ENFORCEMENT OFFICER	26 ($12,549.11)
CHILD SUPPORT DIRECTOR	26 ($12,549.11)
COUNTY ADMINISTRATIVE OFFICER	34 ($18,540.75)
COUNTY COUNSEL	32 ($16,817.01)
ENVIRONMENTAL HEALTH DIRECTOR	26 ($12,549.11)
HEALTH AND HUMAN SERVICES DIRECTOR	28 ($13,835.39)
PLANNING DIRECTOR	26 ($12,549.11)
PROBATION CHIEF OFFICER	26 ($12,549.11)
PUBLIC WORKS DIRECTOR	28 ($13,835.39)
WATER DIRECTOR	26 ($12,549.11)

c. Longevity Pay: The County shall extend to Appointed Officials, 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.

d. Bi-Weekly Pay period: Appointed Officials shall be paid bi-weekly (every other Friday).

ARTICLE 8. CLOTHING/UNIFORM ALLOWANCE

The County shall extend to Appointed Officials a $250.00 annual Clothing Allowance. Annual payments will be made at the time of this resolution's approval and subsequently during the first pay period in July each year. For newly hired Appointed Officials, 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.

ARTICLE 9. HEALTHCARE BENEFITS

The County shall extend to Appointed Officials 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 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:

Eligible for *employee only coverage* - $200.00 per pay period
Eligible for *employee plus one coverage* - $300.00 per pay period
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 (4).

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 of employees 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 Appointed Official who participates in flexible benefit spending program allowed by Section 125 of the Internal Revenue Code.

ARTICLE 11. SHORT-TERM DISABILITY PROGRAM

The County shall provide all eligible Appointed Officials 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.

ARTICLE 12. DEFERRED COMPENSATION

County will provide deferred compensation programs for Appointed Officials.

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. Appointed Officials may donate directly to an employee. Appointed Officials may only donate 80 hours per calendar year. All donated hours are subject to all laws and regulations.

ARTICLE 14. VACATION LEAVE

An Appointed Official 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 Appointed Officials, 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: Appointed Officials 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, Appointed Officials 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 Appointed Officials 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 Appointed Officials, 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)

Appointed Officials who work on a County Holiday shall not receive any additional pay, overtime, or compensatory time.

ARTICLE 17. RETIREMENT PROVISIONS

The County shall extend to Appointed Officials, 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 PEPRA. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.

Inyo County shall implement for all Appointed Officials 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/RESOLUTION AND CONTRACT CONFLICTS

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 to Appointed Officials.

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 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 OVERPAYMENTS

Should any Appointed Official 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 Official in question up the amount of overpayment. However, not more than 10% of any such Official's net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, Official will have the option of additional amounts being deducted from any one 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 Chief 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 Appointed Official 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 3rd day of November 2026 by the following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Trina Orrill
Chairperson, Inyo County Board of Supervisors

Attest: Denelle Carrington
Clerk of the Board

BY:_____
Darcy Ellis, Assistant Clerk of the Board