



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA

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

**NOTICES TO THE PUBLIC: (1)** This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes.

Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto: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). (2) 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 June 13, 2023

*(Unless otherwise specified by time, items scheduled for either the morning or afternoon sessions will be heard according to available time and presence of interested persons.)*

#### Start Time

- 9 A.M.**      1) **Public Comment on Closed Session Item(s)**  
Comments may be time-limited

#### CLOSED SESSION

- 2) **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): one potential case.
- 3) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer

Jeff Thomson.

**OPEN SESSION** (With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 10 A.M.**
- 4) **Pledge of Allegiance**
  - 5) **Report on Closed Session as Required by Law**
  - 6) **Public Comment**  
Comments may be time-limited
  - 7) **County Department Reports**

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

- 8) **Board of Supervisors Meeting Minutes**  
Clerk of the Board | Assistant Clerk of the Board  
  
**Recommended Action:** Approve the minutes from the regular Board of Supervisors meeting of June 6, 2023.
- 9) **Appointment to the Bishop Rural Fire Protection District Board of Commissioners**  
Clerk of the Board | Assistant Clerk of the Board  
  
**Recommended Action:** Appoint Mr. Lloyd Anderson to a four-year term on the Bishop Rural Fire Protection District Board of Commissioners, ending July 1, 2027. (*Notice of Vacancy resulted in a single request for appointment.*)
- 10) **Amendment No. 2 Crestwood Behavioral Health, Inc. Residential Treatment Services**  
Health & Human Services - Behavioral Health | Marilyn Mann  
  
**Recommended Action:** Approve Amendment No. 2 to the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA increasing the contract to an amount not to exceed \$406,000, and extending the term end date from June 30, 2023 to June 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
- 11) **Contract Between the County of Inyo and Brown's Supply, Inc.**  
Public Works - Recycling & Waste Management | Cap Aubrey  
  
**Recommended Action:** Approve the contract between the County of Inyo and Brown's Supply, Inc of Bishop, CA for the provision of cardboard processing in an amount not to exceed \$180,000 for the period of July 1, 2023 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures

being obtained.

12) **2023 Patrol and Controlled Substance Annual Operating and Financial Plan**

Sheriff | Stephanie Rennie

**Recommended Action:** Request Board: A) Ratify the agreement 20-LE-11051360-040 between the County of Inyo and USDEA USFS for the provision of controlled substance operations for a funding amount of up to \$5,000 for the period of October 1, 2022, through September 30, 2023; B) approve the agreement 20-LE-11051360-040 between the County of Inyo and USDEA USFS for the provision of forest service patrols in funding amount up to \$12,000 for October 1, 2022, through September 30, 2023, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget; and C) authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.

**REGULAR AGENDA - MORNING**

13) **New Wildfire Mitigation Advances for Homes, Communities, and Leaders**

County Administrator - Emergency Services | Kristen Pfeiler  
40 minutes (20min. Presentation / 20min. Discussion)

**Recommended Action:** Receive a presentation from Yana Valachovic, a registered professional forester and scientist with the University of California, on new wildfire mitigation advancements.

14) **Appointment to the Inyo County Local Transportation Commission**

Public Works | Michael Errante  
10 minutes (5min. Presentation / 5min. Discussion)

**Recommended Action:** A) Consider the Letters of Interest received for appointment to the Inyo County Local Transportation Commission (ICLTC); and B) Appoint one new Commissioner to represent Inyo County on the ICLTC.

15) **Adoption of Modified Fiscal Year 2022-2023 Board Approved Budget as the Preliminary Budget for Fiscal Year 2023-2024**

County Administrator | Nate Greenberg  
10 minutes (5min. Presentation / 5min. Discussion)

**Recommended Action:** Request Board adopt the modified Fiscal Year 2022-2023 Board Approved Budget as the Preliminary Budget for Fiscal Year 2023-2024 and approve the Fixed Assets as recommended by staff (*4/5's vote required*).

16) **Amendment of the Fiscal Year 2022-2023 Sheriff Budget**

Sheriff | Stephanie Rennie

2 minutes

**Recommended Action:**

- A) Amend the Fiscal Year 2022-2023 Sheriff General Budget (022700) as follows: increase estimated revenue in AB443 - Sheriff Revenue Code No. (4486) by \$18,000 and increase appropriation in Equipment Object Code (5650) by \$18,000 (*4/5ths vote required*); and
- B) Authorize the purchase and installation of a carport in an amount not to exceed \$18,000, payable to Complex Steel Buildings.

17) **Commercial Air Service Update**

County Administrator | John Urdi, Ashley Helms

40 minutes (20min. Presentation / 20min. Discussion)

**Recommended Action:** This is an informational item only.

18) **United Airlines Winter 2022-2023 Air Service Subsidy Contract**

County Administrator | Nate Greenberg

10 minutes (2min. Presentation / 8min. Discussion)

**Recommended Action:**

- A) Approve the Winter 2022-2023 Commercial Air Service Revenue Guarantee Cost Sharing Agreement with Mammoth Lakes Tourism and authorize the Board Chair to sign;
- B) Approve the payment of Invoice #2452 from Mammoth Lakes Tourism in the amount of \$266,462.

**LUNCH**

- 19) The Board will recess for lunch and reconvene for the afternoon session.

**REGULAR AGENDA - AFTERNOON**

- 1 P.M.** 20) **Board of Equalization** - The Board of Supervisors will recess and reconvene as the Inyo County Board of Equalization (separate agenda).

**ADDITIONAL PUBLIC COMMENT & REPORTS**

- 21) **Public Comment**  
Comments may be time-limited
- 22) **Board Member and Staff Reports**  
Receive updates on recent or upcoming meetings and projects



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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 13, 2023

Reference ID:  
2023-3844

### Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

#### ITEM SUBMITTED BY

Clerk of the Board

#### ITEM PRESENTED BY

Assistant Clerk of the Board

#### RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of June 6, 2023.

#### 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](http://www.inyocounty.us).

#### FISCAL IMPACT:

|                                   |     |                    |  |
|-----------------------------------|-----|--------------------|--|
| <b>Funding Source</b>             | N/A | <b>Budget Unit</b> |  |
| <b>Budgeted?</b>                  | N/A | <b>Object Code</b> |  |
| <b>Recurrence</b>                 | N/A |                    |  |
| <b>Current Fiscal Year Impact</b> |     |                    |  |
|                                   |     |                    |  |
| <b>Future Fiscal Year Impacts</b> |     |                    |  |
|                                   |     |                    |  |
| <b>Additional Information</b>     |     |                    |  |
|                                   |     |                    |  |

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

**ATTACHMENTS:**

1. Draft June 6, 2023 Minutes

**APPROVALS:**

Hayley Carter  
Darcy Ellis

Created/Initiated - 6/7/2023  
Final Approval - 6/7/2023

# MINUTES



# County of Inyo Board of Supervisors

**June 6, 2023**

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 9:03 a.m., on June 6, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis. Absent: Supervisor Kingsley.

- Closed Session*                      The Chairperson asked for public comment related to Closed Session items and there was nobody wishing to speak.
- Public Comment*
- Closed Session*                      Chairperson Roeser recessed open session at 9:04 a.m. to convene in closed session with all Board members present except Supervisor Kingsley to discuss the following item(s): No. 2 **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: Landfills in Bishop (Sunland Reservation Road, Bishop), Independence (Dump Road off of U.S. 395, Independence), and Lone Pine (Cemetery Road, Lone Pine); airports in Bishop (703 Airport Rd., Bishop), Independence (770 N. Edwards St., Independence), and Lone Pine (1452 S. Main St., Lone Pine); the Commanders House (northwest corner of West Main and Edwards streets, Independence); and the Edwards House (124 W. Market St., Independence). Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Greg James. Negotiating parties: Inyo County and Los Angeles Department of Water and Power. Under negotiation: price and terms of payment and No. 3 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator.
- Open Session*                      Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:06 a.m. with all Board members present.
- Pledge of Allegiance*              Supervisor Orrill led the Pledge of Allegiance.
- Report on Closed Session*              County Counsel Vallejo reported that no action was taken during closed session that is required to be reported.
- Intros*                                  The following new employees were introduced to the Board: Courtney Bos, Office Technician, Child Support Services; Rebecca Andreas, Administrative Analyst, Jennifer Bustin, Office Clerk, Brandon DeHaven, Peer Support Specialist, Sandra Salazar, Registered Dietician Nutritionist, Karen Simerlink, Behavioral Health Nurse, Courtney Taylor, Parent Partner, and Cierra Temple, Prevention Specialist, HHS; and Anthony Calsadillas, Equipment Operator, Carlos Castillo, Gate Attendant, Cecil Faircloth, Building Maintenance Worker, and Humberto Santana, Jr., Mechanic/Heavy Equipment Operator, Public Works.
- Public Comment*                      The Chairperson asked for public comment related to items not calendared on the agenda and public comment was made by Lauralyn Hundley, Bob Olin, and Supervisor Roeser.
- County Department Reports*                      Public Works Director Mike Errante provided an update on the north Round Valley bridge project, and spring runoff issues, including possible campground flooding.
- Deputy Public Works Director Shannon Platt reported on damage to roads from runoff, hardline road closures, and scheduled road re-openings.
- Emergency Services Manager Mikaela Torres provided a status on disaster claim applications and recent educational/training events she has attended, in addition to the

Unified Command Meeting on June 1.

Chief Probation Officer Jeff Thomson reminded Board members about the upcoming Drug Court Graduation being held in Bishop tomorrow.

*Clerk of the Board –  
Approval of Minutes*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the minutes of the regular Board of Supervisors meeting of May 16, 2023. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*Clerk-Recorder –  
Retention Policy/  
Reso #2023-17*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Resolution No. 2023-17 titled, "A resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting a Record Retention Policy for the Inyo County Clerk Recorder's Office," and authorize the Chairperson to sign. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*HHS-ESAAA –  
CA Indian Legal  
Services Contract  
Amendment No. 2*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to ratify and approve Contract Amendment No. 2 between the County of Inyo and California Indian Legal Services for the provision of Independent Contractor Services to older adults eligible for services through the Eastern Sierra Area Agency on Aging, revising the Scope of Work and Schedule of Fees to include additional Older Adults Recovery and Resilience (OARR) funding, and authorize the Chairperson to sign. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*HHS-Social Services –  
Inyo County Office of  
Education FY 23-24  
Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the contract between the County of Inyo and the Inyo County Office of Education for the provision of Stage I Child Care Services, in an amount not to exceed \$170,000.00, for the period of July 1, 2023, through June 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget and authorize Chairperson to sign. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*HHS-Social Services –  
UC Davis FY 23-24  
Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to 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 an amount not to exceed \$118,575.00 for the period of July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024 budget; and authorize the Chairperson to sign. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*HHS-Social Services –  
IHSS Registry Sole-  
Source Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to: A) declare Community Service Solutions a sole-source provider for IHSS Registry, Employer of Record, and Labor Union Negotiations Service; B) approve the contract between the County of Inyo and Community Service Solutions for the provision of an IHSS Registry and Employer of Record Services in an amount not to exceed \$297,540 for the period of July 1, 2023 through June 30, 2025, contingent upon the Board's adoption of future budgets; and C) authorize chairperson to sign. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*HHS-EMCC –  
EMCC Appointments*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to appoint Kurt Dye to represent Coast2Coast Public Safety and Chelsea Benbrook to represent Olancho-Cartago Fire Department during unexpired terms ending December 31, 2023 on the Emergency Medical Care Committee. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*HHS-Health &  
Prevention –  
WIC Contract  
Amendment No. A01*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Amendment No. A01 to the contract between the County of Inyo Department of Health and Human Services and the California Department of Public Health for the California Women, Infants, and Children Contract, revising contract exhibits B and G, for the period of October 1, 2022 through September 30, 2025, and authorize the HHS Director to sign Standard Agreement No. 22-10253 Amendment A01. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*HHS –  
BCSH Agreement/  
HHAP 4 Funding*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the agreement between the County of Inyo and the Business, Consumer Services and Housing Agency (BCSH) of the State of California Department of General Services for the provision of Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP 4) in an amount



not to exceed \$360,701.40 for the period commencing upon BCSH approval of agreement through December 31, 2027, and authorize the HHS Director to sign the standard agreement (STD 213), initial designated pages of Exhibits A-F, and sign and submit the HHAP 4 Remainder Disbursement Request for Funds Form. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*HHS-Fiscal –  
Human Services  
Supervisor Title/Job  
Description Change*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to authorize the change of title and associated job description for one (1) Human Services Supervisor at Range 70 (\$5,141-\$6,252) to one (1) Program Supervisor at Range 70 (\$5,141-\$6,252) using the established job description. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*CAO-Motor Pool –  
Ford Expedition XLT  
Purchase*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to: A) Authorize the purchase of one (1) Ford Expedition XLT for an amount not to exceed \$76,032.56 from Jim Charlon Ford of Ridgecrest, CA and authorize Motor Pool Administrative Analyst Miquela Beall to enter into agreement for the purchase of the vehicle; and B) Authorize the issuance of the check for payment on delivery. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*Probation –  
Inyo County Office of  
Education FY 23-24  
Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the contract between the County of Inyo and Inyo County Office of Education for an Extended Day Program for the period of July 1, 2023 to June 30, 2024 in an amount not to exceed \$21,227.00, contingent upon receipts from the California State Controller's Office and the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*Probation –  
Healthy Communities  
of Southern Inyo  
County FY 23-24  
Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2023 to June 30, 2024 in an amount not to exceed \$31,840.00, contingent upon receipts from the California State Controller's Office and the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*Planning Dept. –  
Local Agency  
Formation Commission  
Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the contract between the County of Inyo and the Inyo Local Agency Formation Commission to provide staff services in the amount not to exceed \$20,594.80 for the period of July 1, 2023 through June 30, 2024, authorize the Chairperson to sign, and direct the Planning Department and County Counsel to provide services as outlined in the contract contingent upon the Board's adoption of a Fiscal Year 2023-2024 Budget. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*Planning Dept. –  
Roux Associates Inc.  
(Andy Zdon) Contract  
Amendment No. 2*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Amendment No. 2 to the contract between County of Inyo and the Roux Associates Inc. (Andy Zdon) to amend the following: A) Section 2 – Term, to July 1, 2021 to June 30, 2024; B) Term to July 1, 2021 - June 30, 2024 on Attachments A-E as applicable; C) Section 3 – CONSIDERATION at Subsection D - Limit upon payable under Agreement. shall not exceed \$80,000; and D) The not-to-exceed amount to be \$80,000 on Attachments A-E as applicable. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*Planning Dept. –  
Hydrodynamics Group,  
LLC Contract  
Amendment No. 7*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Amendment No. 7 to the contract between County of Inyo and the Hydrodynamics Group (Hydrodynamics) to A) amend Section 2 – Term of the agreement to be July 1, 2016 - June 30, 2024 and the term to be July 1, 2016 through June 30, 2024 on Attachments A-E as applicable, contingent upon the Board's approval of future budgets; and B) authorize the Chairperson to sign. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*Public Works –  
Big Pine Diversion  
Channel N.O.C./Reso.*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve proposed Resolution No. 2023-18 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Big Pine

|  |  |
|--|--|
| #2023-18   | Diversion Channel Emergency Work Project," and authorize the Chairperson to sign. Motion carried unanimously 4-0, with Supervisor Kingsley absent.   |
| <i>Public Works –<br/>Onion Valley Road<br/>Guardrail Project Plans<br/>&amp; Specifications</i>             | Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the plans and specifications for the HSIP Onion Valley Road Guardrail Project and authorize the Public Works Director to advertise and accept bids for the project. Motion carried unanimously 4-0, with Supervisor Kingsley absent.  |
| <i>Sheriff –<br/>Bulletproof Vest<br/>Program Application</i>  | Moved by Supervisor Griffiths and seconded by Supervisor Orrill to authorize the submittal of the U.S. Department of Justice Patrick Leahy Bulletproof Vest Program application for 2023. Motion carried unanimously 4-0, with Supervisor Kingsley absent.   |
| <i>Public Works –<br/>Road Maintenance and<br/>Rehabilitation (SB-1)<br/>Project List/Reso.<br/>#2023-19</i> | <p>Public Works Director Mike Errante presented the item and answered Board member questions.</p> <p>Moved by Supervisor Marcellin and seconded by Supervisor Orrill to:</p> <ul style="list-style-type: none"> <li>A) Approve proposed Resolution No. 2023-19, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Identifying Projects to be Funded by Road Maintenance and Rehabilitation Funds Pursuant to SB 1: The Road Repair and Accountability Act," and authorize the Chairperson to sign;</li> <li>B) Approve the recommended project lists attached to satisfy the documentation requirements to receive SB1, Road Repair and Accountability Act of 2017 funding from the Road Maintenance and Rehabilitation Account (RMRA); and</li> <li>C) Authorize the Public Works Department to apply for and submit all required documentation to receive the Inyo County allotment of SB 1, Road Repair and Accountability Act of 2017 funding and authorize the Public Works Director, or his designee, to sign for the RMRA funding and all associated supporting documents. Motion carried unanimously 4-0, with Supervisor Kingsley absent.</li> </ul>  |
| <i>CAO-Risk<br/>Management –<br/>Division Overview</i>   | Risk Manager Aaron Holmberg provided the Board with a presentation on the functions, core services, mission, and current projects of the Risk Management Department.   |
| <i>Public Comment</i>  | Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda and public comment was made by Lauralyn Hundley.   |
| <i>Board Member &amp; Staff<br/>Reports</i>  | <p>Supervisor Marcellin said he attended Local Transportation Commission and the Local Agency Formation Commission meetings, attended a spring runoff briefing, listened to constituent concerns regarding ambulance services, and rode in the Mule Days Parade. He also acknowledged the tragic drowning that occurred over Memorial Day Weekend up Bishop Creek and thanked Damon Carrington of the Unified Command for his efforts to bring a swift-water rescue team to the area for the holiday.</p> <p>Supervisor Orrill said she attended Mule Days and has upcoming meetings of the Eastern Sierra Transit Authority and Eastern Sierra Council of Governments. Supervisor Orrill reminded attendees to stay safe around fast-flowing waterways.</p> <p>Supervisor Roeser said that she attended an Inyo Mono Resource Conservation District, an Inyo County Community Wildfire Protection Plan meeting, Concert in the Rocks, and Mule Days. She joined her fellow supervisors in offering their condolences to the family of the Bishop Creek drowning victim.</p> <p>Supervisor Griffiths said that he attended Supervisor Kingsley's birthday party, the Inyo County/Los Angeles Standing Committee meeting, an Inyo Mono Advocates for Community Action Board meeting, the Mule Days Arts &amp; Crafts Show, an Eastern Sierra Conservancy meeting, and the Inyo Pride Festival. Griffiths said that he will be attending upcoming meetings on veterans housing and ESTA/ESCOG.</p> |

CAO Greenberg said that he attended a Unified Command meeting where partners gave agency updates. He said he is grateful for the pre-planning and pre-positioning of the swift water team last weekend and is continuing to work on options for similar pre-positioning on busy weekends this summer. CAO Greenberg reported continued work on the budget, and attending , a Broadband Equity and Diversity Workshop, an Inyo County leadership development program meeting, the Inyo/Los Angeles Standing Committee meeting, and Mule Days.

*Closed Session*

Chairperson Roeser recessed open session at 11:55 a.m. to convene in closed session with all Board members present except Supervisor Kingsley to discuss the following item: **No. 4 Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

*Open Session*

Chairperson Roeser recessed closed session and reconvened the meeting in open session at 12:36 p.m. with all Board members present except Supervisor Kingsley. No action was taken in closed session that is required to be reported by law.

*Adjournment*

The meeting was adjourned at 12:36 p.m. to 9:00 a.m. Tuesday, June 13, 2023, in the County Administrative Center in Independence.

\_\_\_\_\_  
Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG  
Clerk of the Board*

by: \_\_\_\_\_  
*Darcy Ellis, Assistant*



# INYO COUNTY BOARD OF SUPERVISORS

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DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 13, 2023

Reference ID:  
2023-3849

### Appointment to the Bishop Rural Fire Protection District Board of Commissioners

Clerk of the Board

ACTION REQUIRED

**ITEM SUBMITTED BY**

Clerk of the Board

**ITEM PRESENTED BY**

Assistant Clerk of the Board

**RECOMMENDED ACTION:**

Appoint Mr. Lloyd Anderson to a four-year term on the Bishop Rural Fire Protection District Board of Commissioners, ending July 1, 2027. *(Notice of Vacancy resulted in a single request for appointment.)*

**BACKGROUND / SUMMARY / JUSTIFICATION:**

Your Board has appointing authority over the Bishop Rural Fire Protection District Board of Commissioners. One of the terms, currently held by Mr. Ted Metz, will be expiring July 1. Mr. Metz advised that he would not be seeking reappointment. His many years of service on the Board of Commissioners have been greatly appreciated.

The upcoming vacancy was advertised per Board policy and a single letter of interest (attached) was received by the deadline - from Mr. Lloyd Anderson of Bishop. The Board is being asked to appoint Mr. Anderson to the open term effective July 1.

**FISCAL IMPACT:**

|                                   |     |                    |  |
|-----------------------------------|-----|--------------------|--|
| <b>Funding Source</b>             | N/A | <b>Budget Unit</b> |  |
| <b>Budgeted?</b>                  | N/A | <b>Object Code</b> |  |
| <b>Recurrence</b>                 | N/A |                    |  |
| <b>Current Fiscal Year Impact</b> |     |                    |  |
|                                   |     |                    |  |
| <b>Future Fiscal Year Impacts</b> |     |                    |  |
|                                   |     |                    |  |
| <b>Additional Information</b>     |     |                    |  |

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

Your Board may decline to make the appointment and ask that the vacancy be re-advertised.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Letter of Interest - Lloyd Anderson
2. Notice of Vacancy - Bishop Rural Fire

**APPROVALS:**

|             |                              |
|-------------|------------------------------|
| Darcy Ellis | Created/Initiated - 6/8/2023 |
| Darcy Ellis | Final Approval - 6/8/2023    |



2695 Highland Drive  
Bishop, CA 93514

3 June 2023

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

RECEIVED  
JUN 04 2023  
Inyo County Administrator  
Clerk of the Board  
@ 9:37 a.m.  
DC

Bishop Rural fire Protection District  
Offer of Candidacy

Dear Supervisors:

I hereby offer myself for consideration for appointment to the Bishop Rural Fire Commission.

I served on that Commission from 2002 to 2018, for several of those years as Board Chairperson.

I served as firefighter-member of the Bishop Department for some 13 years prior to becoming a Commissioner.

Through contacts that I have maintained, I am aware of several significant issues before the Department, District and City for which I believe I could offer assistance in collaborative resolution.

Thank you for your consideration.

Sincerely,  


Lloyd L. Anderson

(760)920-1077

4pnlandy@gmail.com

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

This space is for County Clerk's Filing Stamp

STATE OF CALIFORNIA,  
COUNTY OF INYO

I am a citizen of the United States  
and a resident of the County aforesaid.  
I am over the age of eighteen years,  
And not a party to or interested in the  
above-entitled matter. I am the principal  
clerk of the printer of the  
**The Inyo Register**

---

## Proof of Publication of Public Notice


### County of Inyo

*The Inyo Register* has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

**May 25<sup>th</sup>,**  
In the year of **2023**

I certify (or declare) under penalty of perjury  
that the foregoing is true and correct.

Dated at Bishop, California, on this  
**25<sup>th</sup> Day of May, 2023**

  
\_\_\_\_\_  
Signature

**NOTICE OF VACANCY  
BISHOP RURAL FIRE  
PROTECTION DISTRICT  
BOARD OF  
COMMISSIONERS**

**NOTICE IS HEREBY GIVEN** that the Inyo County Board of Supervisors is accepting letters of interest to fill a four-year term on the Bishop Rural Fire Protection District Board of Commissioners, ending July 1, 2027.

Please submit your request for appointment to the Clerk of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or [dellis@inyocounty.us](mailto:dellis@inyocounty.us). In order for your request for appointment to be considered, it must be received on or before Tuesday, June 6, 2023 at 5:00 p.m. Postmarks are not accepted.

For more information, call (760) 873-5485.. (IR 05.25, 2023 #21520)





# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 13, 2023

Reference ID:  
2023-3787

### Amendment No. 2 Crestwood Behavioral Health, Inc. Residential Treatment Services Health & Human Services - Behavioral Health ACTION REQUIRED

#### ITEM SUBMITTED BY

Lucy Vincent

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director

#### RECOMMENDED ACTION:

Approve Amendment No. 02 to the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA increasing the contract to an amount not to exceed \$406,000, and extending the term end date from June 30, 2023 to June 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Your board approved a contract in the amount of \$60,000 with Crestwood Behavioral Health, Inc. for the provision of residential treatment services for FY 2022-2023 on June 7, 2022. The Department brought contract amendment No. 1 before your board on November 8, 2022, requesting your Board amend the Community Mental Health Budget by increasing revenue in Operating Transfer In from Mental Health Realignment by \$143,000 and increasing the appropriation in Support and Care by the same amount to cover costs related to an additional person being admitted to the facility. Amendment Number 2 amends the existing Agreement to extend the term to June 30, 2024, and increases the contract amount by \$206,000, bringing the total amount of the contract for the period of July 1, 2023 to June 30, 2024 to \$406,000, which allows the department to maintain the placement of clients at the residential facility and also recognizes the increase to fees (See attachment B).

#### FISCAL IMPACT:

|                                   |  |                    |        |
|-----------------------------------|--|--------------------|--------|
| <b>Funding Source</b>             | Non-General Fund (100% Mental Health Realignment Funds). | <b>Budget Unit</b> | 045200 |
| <b>Budgeted?</b>                  | Yes  | <b>Object Code</b> | 5508   |
| <b>Recurrence</b>                 | Ongoing Expenditure                                      |                    |        |
| <b>Current Fiscal Year Impact</b> |  |                    |        |
| N/A                               |  |                    |        |
| <b>Future Fiscal Year Impacts</b> |  |                    |        |
| N/A                               |  |                    |        |
| <b>Additional Information</b>     |  |                    |        |

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

Your Board could choose not to approve this contract amendment. This would jeopardize the placement of the conservatees.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Inyo County Courts

**ATTACHMENTS:**

1. Crestwood Contract Amendment No. 2

**APPROVALS:**

|                    |                              |
|--------------------|------------------------------|
| Lucy Vincent       | Created/Initiated - 5/8/2023 |
| Darcy Ellis        | Approved - 5/9/2023          |
| Lucy Vincent       | Approved - 5/9/2023          |
| Kimball Pier       | Approved - 5/16/2023         |
| Marilyn Mann       | Approved - 6/1/2023          |
| Melissa Best-Baker | Approved - 6/5/2023          |
| John Vallejo       | Approved - 6/5/2023          |
| Amy Shepherd       | Approved - 6/5/2023          |
| Marilyn Mann       | Final Approval - 6/5/2023    |



**AMENDMENT NUMBER 2 TO THE  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
CRESTWOOD BEHAVIORAL HEALTH, INC.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Crestwood Behavioral Health, Inc. (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Residential Treatment Services dated June 23, 2022, on County of Inyo Standard Contract No. 157, for the term from July 1, 2022 to June 30, 2023.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

County and Contractor hereby amend such Agreement as follows:

Paragraph 2 (Term) shall be amended to extend the term of the Agreement until June 30, 2024.

Paragraph 3(D) (Limit upon amount payable under Agreement) shall be amended to increase the not to exceed amount to Four Hundred and Six Thousand Dollars (\$406,000).

Attachment B (Schedule of Fees) shall be deleted in its entirety and replaced with a new Schedule of Fees, which is attached hereto.

The effective date of this Amendment to the Agreement is \_\_\_\_\_.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER 2 TO THE  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
CRESTWOOD BEHAVIORAL HEALTH, INC.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONTRACTOR**

By: *Elena Mashkevich*  
Signature

Elena Mashkevich, Executive Director of Contracts  
Type or Print

Dated: 05/08/2023

APPROVED AS TO FORM AND LEGALITY:

*Trace Churchla*  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

*Christie Martindale*  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

*K. Oney*  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

*Caron Holmberg*  
County Risk Manager

| <u><b>SNF/STP - IMD Designation</b></u>  | <u><b>Room and Board Rate/Per<br/>Diem*</b></u> | <u><b>County Supplemental Rate</b></u>                  |
|--|---|---|
| <b>Crestwood Wellness and Recovery Ctr</b><br>Redding IMD – 1122<br>NPI - 1194743088 | <b>\$256.00</b>                                 | \$29.00<br>\$54.00<br>\$70.00<br>\$135.00<br>Negotiated |

| <u><b>SNF/STP</b></u>   | <u><b>Room and Board Rate/Per<br/>Diem*</b></u>                     | <u><b>County Supplemental Rate</b></u>                              |
|---|---|---|
| <b>Crestwood Manor</b><br>Stockton SNF/STP – 1104<br>NPI - 1730128174 | Medi-Cal Published Rate<br>For Indigent/Medi-Cal Ineligible clients | \$41.00<br>\$43.00<br>\$69.00<br>\$100.00<br>\$134.00<br>Negotiated |

|  |   |  |
|--|---|--|
| <b>Crestwood Manor</b><br>Modesto SNF/STP - 1112<br>NPI - 1508884487 | Medi-Cal Published Rate<br>For Indigent/Medi-Cal Ineligible clients | \$47.00<br>\$69.00<br>\$100.00<br>\$134.00<br>Negotiated |
|--|---|--|

|  |   |  |
|--|---|--|
| <b>Crestwood Manor - Fremont</b><br>Alameda SNF/STP - 1134<br>NPI - 1902828403 | Medi-Cal Published Rate<br>For Indigent/Medi-Cal Ineligible clients | \$37.00<br>\$69.00<br>\$110.00<br>\$159.00<br>Negotiated |
|--|---|--|

| <u><b>SNF</b></u>   | <u><b>Room and Board Rate/Per<br/>Diem*</b></u>                     | <u><b>County Supplemental Rate</b></u> |
|---|---|--|
| <b>Crestwood Treatment Center</b><br>Fremont SNF - 1120<br>NPI - 1942228838 | Medi-Cal Published Rate<br>For Indigent/Medi-Cal Ineligible clients | \$159.00<br>Negotiated                 |

\* The rates above include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

**Mental Health Rehabilitation Centers**

**Room and Board/Per Diem\***

|  |             |          |
|--|-------------|----------|
| <b>Crestwood Center</b>                | Level 1     | \$403.00 |
| Sacramento MHRC - 1106                 | Level 2     | \$366.00 |
| NPI - 1356411656                       | Level 3     | \$332.00 |
| <b>Crestwood Behavioral Health Ctr</b> | Level 1     | \$439.00 |
| San Jose MHRC - 1107                   | Level 2     | \$352.00 |
| NPI - 1376623256                       | Level 3     | \$343.00 |
| <b>Crestwood Behavioral Health Ctr</b> | Level 1     | \$346.00 |
| Eureka MHRC - 1110                     |             |          |
| NPI - 1124046008                       |             |          |
| <b>Crestwood Behavioral Health Ctr</b> | Level (1:1) | \$745.00 |
| Bakersfield MHRC - 1115                | Level 1     | \$403.00 |
| NPI - 1275610800                       | Level 2     | \$366.00 |
|  | Level 3     | \$330.00 |
| <b>Crestwood C.E.N.T.E.R.</b>          | Level 1     | \$393.00 |
| Angwin MHRC - 1116                     | Level 2     | \$313.00 |
| NPI - 1316024953                       | Level 3     | \$261.00 |
| <b>Kingsburg Healing Center</b>        | Level 1     | \$511.00 |
| Kingsburg MHRC - 1140                  | Level 2     | \$452.00 |
| NPI – 1073989661                       | Level 3     | \$388.00 |
| <b>Crestwood Recovery and Rehab</b>    | Level 1     | \$405.00 |
| Vallejo MHRC - 1141                    | Level 2     | \$344.00 |
| NPI - 1508935834                       | Level 3     | \$304.00 |
|  | Level 4     | \$290.00 |
| <b>Crestwood San Diego</b>             | Level 1     | \$504.00 |
| San Diego MHRC - 1154                  | Level 2     | \$432.00 |
| NPI - 1295146934                       | Level 3     | \$360.00 |

- \*The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.
- Bedhold - same as last inhouse level/rate.

**Mental Health Rehabilitation Centers**

**Room and Board/Per Diem\***

|                                     |         |          |
|-------------------------------------|---------|----------|
| <b>Crestwood Chula Vista</b>        | Level 1 | \$504.00 |
| Chula Vista MHRC - 1164             | Level 2 | \$432.00 |
| NPI - 1023495181                    | Level 3 | \$360.00 |
| <br>                                |         |          |
| <b>San Francisco Healing Center</b> | Level 1 | \$537.00 |
| San Francisco MHRC - 1166           |         |          |
| NPI - 1447758024                    |         |          |
| <br>                                |         |          |
| <b>Fallbrook Healing Center</b>     | Level 1 | \$504.00 |
| Fallbrook Healing - 1167            | Level 2 | \$432.00 |
| NPI - 1639738297                    | Level 3 | \$360.00 |
| <br>                                |         |          |
| <b>Champion Healing Center</b>      | Level 1 | \$560.00 |
| Lompoc Healing Center - 1170        | Level 2 | \$474.00 |
| NPI - 31487282273                   | Level 3 | \$393.00 |

- \*The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.
  
- Bedhold - same as last inhouse level/rate.



| <u><b>Psychiatric Health Facilities</b></u>   | <u><b>Room and Board/Per Diem*</b></u> | <u><b>Room and Board/Per Diem<br/>for indigent client</b></u> |
|---|--|---|
| <b>Crestwood Psychiatric Health Facility</b><br>American River PHF - 1153<br>NPI - 1972827343 | \$997.00                               | \$1,097.00  |
| <b>Crestwood Psychiatric Health Facility</b><br>Sacramento PHF - 1156<br>NPI - 1669734075     | \$997.00                               | \$1,097.00  |
| <b>Crestwood Psychiatric Health Facility</b><br>San Jose PHF - 1157<br>NPI - 1598065047       | \$1,164.00                             | \$1,264.00  |
| <b>Crestwood Psychiatric Health Facility</b><br>Bakersfield PHF - 1158<br>NPI - 1194034645    | \$1,044.00                             | \$1,144.00  |
| <b>Crestwood Solano PHF Psych Health Facility</b><br>Solano PHF - 1159<br>NPI - 1780009142    | \$1,074.00                             | \$1,174.00  |
| <b>Crestwood Sonoma PHF Psych Health Facility</b><br>Sonoma PHF - 1175<br>NPI - 1043848831    | \$1,092.00                             | \$1,192.00  |

\* The rates above include room and board, nursing care, activity program, program services, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

| <u><b>Adult Residential Facilities/Social Rehabilitation Facilities*</b></u>                 | <u><b>County Supplemental Rate</b></u> |
|--|--|
| <b>Pathways</b><br>Eureka Pathways RTF - 1125<br>NPI - 1811374564                            | \$229.00                               |
| <b>Our House</b><br>Solano Our House ARF - 1136<br>NPI - 1750452199                          | \$173.00                               |
| <b>Bridge Program - Bakersfield</b><br>Bakersfield Bridge TRTP - 1137<br>NPI - 1265501597    | \$241.00                               |
| <b>American River Residential Services</b><br>American River ARF - 1139<br>NPI - 1104905645  | \$173.00                               |
| <b>Bridge Program - Pleasant Hill</b><br>Pleasant Hill Bridge ARF - 1143<br>NPI - 1669543005 | \$162.00                               |
| <b>The Pathway</b><br>Pleasant Hill Pathway RTF - 1144<br>NPI - 1578634911                   | \$226.00                               |
| <b>Bridge Program Fresno</b><br>Fresno Bridge RTF - 1145<br>NPI - 1093892663                 | \$228.00                               |
| <b>Crestwood Hope Center</b><br>Vallejo RCFE - 1152<br>NPI - 1962702324                      | \$173.00                               |
| <b>Hummingbird Healing House</b><br>San Diego - 1168<br>NPI – 1992206734                     | \$189.00                               |

\* Room and board rate is paid by the responsible party. The room and board rate includes program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

**Social Rehabilitation Facility****Room and Board/Per Diem\***

**Freise Hope House**  
Bakersfield - 1132  
NPI # 1124479845

\$483.00

- \* The rate above includes room and board, program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.
- Bedhold - same as last inhouse level/rate.

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a 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 8<sup>th</sup> day of November 2022 an order was duly made and entered as follows:

*HHS-Behavioral  
Health –  
Budget Amendment/  
Crestwood  
Agreement  
Amendment 1*

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to: A) Amend the Fiscal Year 2022-2023 Community Mental Health Budget (045200) as follows: increase revenue in Operating Transfer In (4998) by \$143,000 and increase appropriation in Support and Care-1099 (5508) by \$143,000 (*4/5ths vote required*); B) Amend the Fiscal Year 2022-2023 Local Health & Welfare-Mental Health Realignment (500463) as follows: increase appropriation in Operating Transfers Out (5801) by \$143,000 (*4/5ths vote required*); and C) Approve Amendment No. 1 to the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA, increasing the contract by \$143,000 to an amount not to exceed \$203,000, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried 4-0, with Supervisor Totheroh absent.

WITNESS my hand and the seal of said Board this 8<sup>th</sup>  
Day of November, 2022



NATHAN GREENBERG  
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg", written over a horizontal line.

By: \_\_\_\_\_

| Routing  |
|--|
|  |
| CC<br>Purchasing<br>Personnel<br>Auditor<br>CAO<br>Other: HHS<br>DATE: November 15, 2022 |

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
CRESTWOOD BEHAVIORAL HEALTH INC, INC.  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Crestwood Behavioral Health, Inc. of California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 1, 2022, on County of Inyo Standard Contract No. 157 mo, for the term from July 1, 2022 to June 30, 2023.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

County and Contractor hereby amend such Agreement as follows:

3. Paragraph D. is to read as follows:

The Limit upon amount payable under Agreement. the total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Two Hundred Three Thousand Dollars and no cents (\$203,000) (hereinafter referred to as "contract limit").

The effective date of this Amendment to the Agreement is \_\_\_\_\_.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
CRESTWOOD BEHAVIORAL HEALTH, INC.  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
8th DAY OF November, 2022

COUNTY OF INYO

By: \_\_\_\_\_

Dated: \_\_\_\_\_

  
11/08/2022

CONTRACTOR

By: \_\_\_\_\_

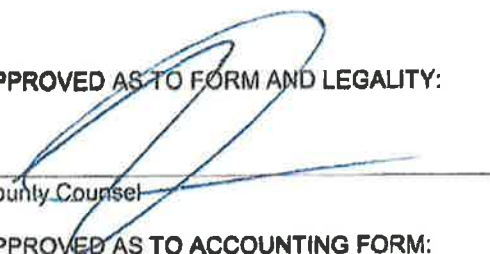
Signature

Elena Mashkevich, Executive Director of County Contracts

Type or Print

Dated: 10/18/22

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

  
County Risk Manager

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a 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 7<sup>th</sup> day of June 2022 an order was duly made and entered as follows:

*HHS-Behavioral  
Health –  
Crestwood  
Behavioral Health  
Contract*

Moved by Supervisor Pucci and seconded by Supervisor Roeser to approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA for the provision of Residential Treatment services in an amount not to exceed \$60,000.00 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

|   |
|---|
| <i>Routing</i>  |
|   |
| CC<br>Purchasing<br>Personnel<br>Auditor<br>CAO<br>Other: HHS<br>DATE: June 7, 2022 |

*WITNESS my hand and the seal of said Board this 7<sup>th</sup>  
Day of June, 2022*



*LESLIE L. CHAPMAN  
Clerk of the Board of Supervisors*

*Leslie L. Chapman*

By: \_\_\_\_\_

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Crestwood Behavioral Health, Inc.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential treatment services of Crestwood Behavioral Health, Inc. of California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Kimball Pier Ph.D., LMFT, whose title is: HHS Deputy Director of Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2022 to June 30, 2023 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment **B**) for the services and work described in Attachment **A** which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Sixty Thousand Dollars and no cents (\$ 60,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.



E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment **A**, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

#### **4. WORK SCHEDULE.**

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

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment **A** to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

**7. COUNTY PROPERTY.**

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

**8. INSURANCE.**

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

**9. STATUS OF CONTRACTOR.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

A. Contractor shall hold harmless, defend, and indemnify the County, its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of work described herein, caused in whole or in part by any alleged or proven negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except to the proportionate extent that such loss or damage was caused by the sole negligence or willful misconduct of the County.

B. The County shall hold harmless, defend, and indemnify Contractor and its officers, officials, employees, and volunteers from and against liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) arising out of or in connection with the County's performance of work hereunder or its failure to comply with any of its obligations

contained in the agreement except for the proportionate percentage that liability, loss, damage, expense, or costs were caused by the negligence or willful misconduct of the Contractor. In no event shall the cost to defend charged to the County exceed the County's proportionate percentage of fault.

#### **11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, certification and licensing regulations, and directions. Records shall be permanent, either typewritten or legibly written in ink and shall be kept on all patients accepted for treatment. All health records of discharged patients shall be completed and filed within thirty (30) days after termination of each episode of treatment and such records shall be kept for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 18, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054, and 75343. All psychologist records shall also be maintained on each patient for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

#### **12. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

#### **13. PATIENTS RIGHTS.**

Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Rights Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

#### **14. CANCELLATION.**

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

**15. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, 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.

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any 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-three (23) below.

**18. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. 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.

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

**23. 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.

**24. 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  
HHS – Behavioral Health Department  
1360 North Main Street, Suite 124 Street  
Bishop, CA 93514 City and State

Contractor:  
Elena Mashkevich Name  
520 Capitol Mall, Suite 800 Street  
Sacramento, CA 95814 City and State

**25. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND Crestwood Behavioral Health, Inc.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
23rd DAY OF June, 2022.

**COUNTY OF INYO**

By: *Dan Totheroh*  
Signature

Dan Totheroh  
Type or Print Name

Dated: 06/23/2022

**CONTRACTOR**

By: *Manuel*  
Signature

Executive Director of Contracts  
Type or Print Name

Dated: 5/3/2022

APPROVED AS TO FORM AND LEGALITY:

*Grace Churchla*  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

*Christie Martindale*  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

*K. Oney*  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

*Aaron Holmberg*  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Crestwood Behavioral Health, Inc.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**TERM:**

**FROM:** July 1, 2022 **TO:** June 30, 2023

**SCOPE OF WORK:**

Residential care in a locked Psychiatric Skilled Nursing Facility Provided by Crestwood Behavioral Health Inc. Facility shall maintain skilled nursing licensure and certification. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, and basic hygiene products. Special needs to be provided: activities, nursing services, special treatment program to provide a structured educational living environment, which provides for each resident's psychosocial needs.

Additionally, Crestwood shall provide Inpatient Mental Health Rehabilitation Services as described on the attached document "Mental Health Rehabilitation Center Program Description."

## **Mental Health Rehabilitation Center (MHRC) Program Description**

### **Mission**

Crestwood Behavioral Health, Inc. is providing sub-acute psychiatric inpatient treatment in a secure setting for severely mentally ill individuals who also have co-occurring substance use disorders 18 years old and older, who are within the following target populations:

- Adults diagnosed as having a disabling psychiatric disorder such as schizophrenia or affective disorders and who require treatment in a 24-hour locked residential setting
- Lanterman-Petris-Short Act (LPS) Conservatorship
- Murphy Conservatorship
- Post Certification/ 180 Day Hold
- Misdemeanants Incompetent to Stand Trial (MIST)

These individuals with severe mental disorders would otherwise be placed in a more acute facilities such as the State or local Psychiatric Hospital.

The program is accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF), with the environmental focused milieu recognized by both CARF and Substance Abuse and Mental Health Services Administration (SAMHSA).

The mission of this program is to restore a sense of hope, empowerment, community/natural support inclusion, and realized potential in each client, as well as psychiatric stabilization during the crisis.

### **Services**

Program staff are screening, admitting, assessing, and treating clients utilizing recovery-oriented services requiring sub-acute psychiatric services. Our services support each client to recover with an enhanced sense of resilience, accessing a wide range of wellness tools, peer, staff and natural supports. These services are instrumental in supporting each individual's transition to the most independent level of services including peer support, wellness and recovery programs, housing and natural supports.

There are three or four levels of service with varying costs per day per client. MHRC Levels 1-4 offers increasingly enhanced services for clients at higher acuity levels, with Level 1 being the highest and 4 being the lower.

Level 1 – 1:1 supervision. Clients who display frequent severe behavioral problems, physically assaultive behavior and require one-to-one supervision to maintain their safety. These individuals are the most unstable, require medication observation and unable to do self-care.

Level 2 - clients, who are subacute with behaviors that may require some additional supervision and have high level of behavioral interventions.

Level 3 - clients, who will be significantly impaired, may be more chronic and require routine and frequent interventions, intensive programing and supervision and support.

Level 4- clients with greater stabilization, who are low-level of need, require fewer but regular behavior intervention, psychoeducation, and community living skills development for a successful transition to independence. Usually, it's the clients who have been stabilized and looking for appropriate placement.

The professional staff, paraprofessionals including peer providers, and the system of services provided at the MHRC are a vital point of access for many clients. Crestwood's staff are providing hope, choice, empowerment, and a restored belief in the self, that people will recover and that the future hospitalization will be reduced.

### **Target Population**

The description of the population group to be served includes the following:

- age range -18 years old and older
- gender- male and female
- ethnicity - all threshold populations and all referred clients



- degree or level of impairment - mild to severe impairment
- diagnosis as listed in the most current edition of the diagnostic and statistical manual of mental disorders
- expected needs of the population: behavioral challenges, social skills deficits, nursing complexity, social skills deficits

**Program Features:**

- 24-hour nursing supervision and care.
- 24-hour psychiatric and mental health consultation.
- Staff trained in treatment of significant and long-term mental health issues
- Individual therapy with a licensed clinician.
- Integrated treatment planning process.
- Dialectical Behavior Therapy (DBT) - individual and team approach.
- Wellness Recovery Action Plan (WRAP)
- Psycho-educational groups, individual counseling and support.
- Independent Living skills training.
- Dual recovery training and support
- Motivational strategies to engage and continue engagement for this population.
- Care and education for medical complexities not requiring skilled nursing.
- Linkage to community supports.
- Individualized recovery plans to achieve personal goals.
- Wellness and fitness support.
- Nutritional education, counseling and support.
- Yoga, meditation and support for a spirituality path.
- Peer support.
- Dreamcatchers Empowerment Network vocational services as needed.
- Meditation groups.
- Family support.
- Discharge and transition planning to create and support movement as possible.

**Program Goals**

1. Clients shall demonstrate improved functional behavior, as measured by movement through the facility levels of (1) assessment and evaluation, (2) recovery engagement and (3) community reintegration phase.
2. Clients shall have sustainable medication levels reflecting Evidenced-Based Practice Guidelines, as measured through medication administration records.
3. The program shall offer benefit to clients through a variety of rehabilitation services such as (but not limited to) the following: Individualized Counseling; AA/12 step groups. educational sessions; wellness and recovery groups; art therapy; relapse prevention groups; nutritional counseling; life skills training; stress reduction; self-management skills; exercise group, social skills groups; DBT; CBT; peer support; voc/rehab groups; personal motivation groups; pharmacology groups; and anger management.
4. Contractor shall be successful in preventing direct placements of its clients in acute psychiatric hospitals, state hospitals or other locked long-term care facilities.

**Clinical Program Description - Major Component**

1. Basic needs rehabilitation is an integrated approach to the treatment of clients who have a serious and persistent mental illness with the following goals:
  - Stabilization from acute psychiatric symptoms
  - Resolution or reduction of psychiatric symptoms or problems
  - Treatment and stabilization of medication

- Improvement in function: physical, emotional, social, family, interpersonal and spiritual development of recidivism prevention skills
- Early intervention in the process of relapse of the psychiatric disorder
- 2. Vocational rehabilitation program with the following goals:
  - Achievement of fundamental scholastic skills with assessment and testing by qualified professional staff
  - Training of vocational skills
  - Improvement in functioning: social, interpersonal, financial, occupational and academic
  - Improve cognitive, behavioral, interpersonal coping skills
  - Positive lifestyle change
  - Integration back into the community
- 3. Dual Diagnosis rehabilitation is an integrated approach to treatment of clients who have a psychiatric disorder and a comorbid substance use disorder with the following goals:
  - Achievement and maintenance of abstinence from alcohol and/or other drugs of abuse
  - Development of relapse prevention skills
  - Early intervention in the process of relapse to either the substance use or psychiatric disorder
  - Helping the client to identify, prioritize and work on problems and recovery issues he/she identifies as important
  - Monitoring addiction recovery issues
  - Helping client develop specific recovery skills
  - Developing relapse prevention strategies

### **Assessment Process**

The following assessments are completed within the designated time frames.

#### 24 hr. Admission

- Nursing Health Assessment
- Initial admission screening
- Primary Assessment initiated
- Recovery Service plans initiated
- Inventory of belongings
- Records include program orientation, inventory of behavior and client rights
- Sexual risk assessment

#### 7 Days

- Primary Assessment

#### 10 Days

- Behavioral Assessment
- Psychiatric Evaluation- Basis 32
- Reinforcement Assessment
- Dietary Assessment
- Brief Psychiatric Rating Scale
- Vocational Assessment
- Psycho-Social Assessment
- Recreation Assessment
- Group Referral Assessment
- Self-Appraisal
- Transitional Appraisal
- Level Assessment

#### 14 Days

- Interdisciplinary Team (IDT) Summary

### 30 Days

- Psychological Evaluation
- Psychiatrist Evaluation
- History and Physical

### **Admission Process**

1. Admissions will only be accepted with authorization from the County.
2. Crestwood is providing services with the expectation that clients have co-occurring substance use issues and disorders that require integrated attention to achieve successful outcomes.
3. Approval or Denial of Acceptance of all LPS, Murphy, MIST, and 180 Day Hold referrals is determined by Crestwood within 24-48 hours. Referrals shall include the most recent psychiatric evaluation, Interdisciplinary Team (IDT) plan, Plan of Care, medication list, intake assessment, current health and physical note within the past year for LPS, Medical/Mental Health Information Transfer Summary to include known medical/mental health problems and current medications for MIST and 180- Holds, and Purified protein derivative (the PPD skin test for tuberculosis) whenever possible. Denials must include justification for basis of decision.

### **Discharge Process**

Prior to any client discharge, Crestwood is notifying County designee to ensure coordination and transfer of care to appropriate community outpatient team.

Crestwood's treatment program is developed with brief lengths of stay, anticipated for most clients. All clients are expected to demonstrate increased self-control and autonomy in preparation for discharge to less restrictive placements within the community.

Crestwood is providing a restoration program to include restoration services specific to the needs of MIST clients.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Crestwood Behavioral Health, Inc  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**TERM:**

**FROM:** July 1, 2022 **TO:** June 30, 2023

**SCHEDULE OF FEES:**

**See attached schedule of fees for treatment sites and programs. Refer to Stockton facility fees for current services. Fee is for the Special Treatment Program patch rate of \$67.00 per day.**

**The schedule of fees for inpatient mental health rehabilitation services at Bakersfield MHRC is as follows:**

**Level 1:1 - \$720 per day  
MIST - \$450 per day  
Level 1 - \$389 per day  
Level 2 - \$354 per day  
Level 3 - \$319 per day**

| <u><b>SNF/STP - IMD Designation</b></u>    | <u><b>Room and Board/Per Diem</b></u> | <u><b>Patch/Enhancement</b></u> |
|--|---------------------------------------|---------------------------------|
| <b>Crestwood Wellness and Recovery Ctr</b> | <b>243.40</b>                         | 28.00                           |
| Redding IMD – 1122                         |                                       | 51.00                           |
| NPI - 1194743088                           |                                       | 67.00                           |
|  |                                       | 129.00                          |
|  |                                       | Negotiated                      |

| <u><b>SNF/STP</b></u>   | <u><b>Room and Board/Per Diem</b></u> | <u><b>Patch/Enhancement</b></u> |
|-------------------------|---------------------------------------|---------------------------------|
| <b>Crestwood Manor</b>  | Medi-Cal Published Rate               | 28.00                           |
| Stockton SNF/STP – 1104 | *Indigent/Medi-Cal Ineligible         | 40.00                           |
| NPI - 1730128174        |                                       | 42.00                           |
|                         |                                       | 67.00                           |
|                         |                                       | 97.00                           |
|                         |                                       | 129.00                          |
|                         |                                       | Negotiated                      |

|                        |                               |            |
|------------------------|-------------------------------|------------|
| <b>Crestwood Manor</b> | Medi-Cal Published Rate       | 28.00      |
| Modesto SNF/STP - 1112 | *Indigent/Medi-Cal Ineligible | 45.00      |
| NPI - 1508884487       |                               | 67.00      |
|                        |                               | 97.00      |
|                        |                               | 129.00     |
|                        |                               | Negotiated |

|                                  |                               |            |
|----------------------------------|-------------------------------|------------|
| <b>Crestwood Manor - Fremont</b> | Medi-Cal Published Rate       | 28.00      |
| Alameda SNF/STP - 1134           | *Indigent/Medi-Cal Ineligible | 36.00      |
| NPI - 1902828403                 |                               | 67.00      |
|                                  |                               | 106.00     |
|                                  |                               | 154.00     |
|                                  |                               | Negotiated |

| <u><b>SNF</b></u>                 | <u><b>Room and Board/Per Diem</b></u> | <u><b>Patch/Enhancement</b></u> |
|-----------------------------------|---------------------------------------|---------------------------------|
| <b>Crestwood Treatment Center</b> | Medi-Cal Published Rate               | 154.00                          |
| Fremont SNF - 1120                | *Indigent/Medi-Cal Ineligible         | Negotiated                      |
| NPI - 1942228838                  |                                       |                                 |

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

**Mental Health Rehabilitation Centers**

|  |             |        |                                    |
|--|-------------|--------|------------------------------------|
| <b>Crestwood Center</b>                | Level 1     | 389.00 |                                    |
| Sacramento MHRC - 1106                 | Level 2     | 354.00 |                                    |
| NPI - 1356411656                       | Level 3     | 321.00 |                                    |
| <b>Crestwood Behavioral Health Ctr</b> | Level 1     | 424.00 |                                    |
| San Jose MHRC - 1107                   | Level 2     | 340.00 |                                    |
| NPI - 1376623256                       | Level 3     | 331.00 |                                    |
| <b>Crestwood Behavioral Health Ctr</b> |             | 334.00 |                                    |
| Eureka MHRC - 1110                     |             |        |                                    |
| NPI - 1124046008                       |             |        |                                    |
| <b>Crestwood Behavioral Health Ctr</b> | Level (1:1) | 720.00 |                                    |
| Bakersfield MHRC - 1115                | MIST        | 450.00 |                                    |
| NPI - 1275610800                       | Level 1     | 389.00 |                                    |
|  | Level 2     | 354.00 |                                    |
|  | Level 3     | 319.00 |                                    |
| <b>Crestwood C.E.N.T.E.R.</b>          | Level 1     | 380.00 |                                    |
| Angwin MHRC - 1116                     | Level 2     | 302.00 |                                    |
| NPI - 1316024953                       | Level 3     | 249.00 |                                    |
| <b>Kingsburg Healing Center</b>        | Level 1     | 494.00 |                                    |
| Kingsburg MHRC - 1140                  | Level 2     | 437.00 |                                    |
| NPI - 1073989661                       | Level 3     | 375.00 |                                    |
|  | Bedhold     |        | Current Rate minus Raw Food Cost** |
| <b>Crestwood Recovery and Rehab</b>    | Level 1     | 391.00 |                                    |
| Vallejo MHRC - 1141                    | Level 2     | 332.00 |                                    |
| NPI - 1508935834                       | Level 3     | 294.00 |                                    |
|  | Level 4     | 276.00 |                                    |
| <b>Crestwood San Diego</b>             | Level 1     | 469.00 |                                    |
| San Diego MHRC - 1154                  | Level 2     | 402.00 |                                    |
| NPI - 1295146934                       | Level 3     | 334.00 |                                    |
|  | Bedhold     |        | Current Rate minus Raw Food Cost** |

|                                     |         |                                    |
|-------------------------------------|---------|------------------------------------|
| <b>Crestwood Chula Vista</b>        | Level 1 | 469.00                             |
| Chula Vista MHRC - 1164             | Level 2 | 402.00                             |
| NPI - 1023495181                    | Level 3 | 334.00                             |
|                                     | Bedhold | Current Rate minus Raw Food Cost** |
| <b>San Francisco Healing Center</b> |         | 519.00                             |
| San Francisco MHRC - 1166           | Bedhold | Current Rate minus Raw Food Cost** |
| NPI - 1447758024                    |         |                                    |
| <b>Fallbrook Healing Center</b>     | Level 1 | 487.00                             |
| Fallbrook Healing - 1167            | Level 2 | 417.00                             |
| NPI - 1639738297                    | Level 3 | 348.00                             |
|                                     | Bedhold | Current Rate minus Raw Food Cost** |
| <b>Champion Healing Center</b>      | MIST    | 550.00                             |
| Lompoc - 1170                       | Level 1 | 541.00                             |
| NPI - 31487282273                   | Level 2 | 458.00                             |
|                                     | Level 3 | 380.00                             |

\*\* Bed hold rate raw food reduction is \$8.73 for FY 21/22

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

| <u><i>Psychiatric Health Facilities</i></u>   | <u><i>Room and Board/Per Diem</i></u> | <u><i>Room and Board/Per Diem<br/>for indigent client</i></u> |
|---|---------------------------------------|---|
| <b>Crestwood Psychiatric Health Facility</b><br>American River PHF - 1153<br>NPI - 1972827343 | 963.00                                | 1,113.00  |
| <b>Crestwood Psychiatric Health Facility</b><br>Sacramento PHF - 1156<br>NPI - 1669734075     | 963.00                                | 1,113.00  |
| <b>Crestwood Psychiatric Health Facility</b><br>San Jose PHF - 1157<br>NPI - 1598065047       | 1,125.00                              | 1,275.00  |
| <b>Crestwood Psychiatric Health Facility</b><br>Bakersfield PHF - 1158<br>NPI - 1194034645    | 1,038.00                              | 1,188.00  |
| <b>Crestwood Solano PHF Psych Health Facility</b><br>Solano PHF - 1159<br>NPI - 1780009142    | 1,038.00                              | 1,188.00  |
| <b>Crestwood Sonoma PHF Psych Health Facility</b><br>Sonoma PHF - 1175<br>NPI - 1043848831    | 1,040.00                              | 1,190.00  |



| <u><b>Adult Residential Facilities/Social Rehabilitation Center</b></u> | <u><b>Patch/Enhancement<br/>Per Day</b></u> |
|---|---|
| <b>Pathways</b>   | 218.00                                      |
| Eureka Pathways RTF - 1125<br>NPI - 1811374564                          |   |
| <b>Our House</b>  | 165.00                                      |
| Solano Our House ARF - 1136<br>NPI - 1750452199                         |   |
| <b>Bridge Program - Bakersfield</b>                                     | 230.00                                      |
| Bakersfield Bridge TRTP - 1137<br>NPI - 1265501597                      |   |
| <b>American River Residential Services</b>                              | 165.00                                      |
| American River ARF - 1139<br>NPI - 1104905645                           |   |
| <b>Bridge Program - Pleasant Hill</b>                                   | 165.00                                      |
| Pleasant Hill Bridge ARF - 1143<br>NPI - 1669543005                     |   |
| <b>The Pathway</b>  | 223.00                                      |
| Pleasant Hill Pathway RTF - 1144<br>NPI - 1578634911                    |   |
| <b>Bridge Program Fresno</b>  | 230.00                                      |
| Fresno Bridge RTF - 1145<br>NPI - 1093892663                            |   |
| <b>Crestwood Hope Center</b>  | 165.00                                      |
| Vallejo RCFE - 1152<br>NPI - 1962702324                                 |   |
| <b>Hummingbird Healing House</b>  | 182.00                                      |
| San Diego - 1168<br>NPI - 1992206734                                    |   |

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Crestwood Behavioral Health, Inc.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**TERM:**

**FROM:** July 1, 2022                      **TO:** June 30, 2023

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment C: 2022 Insurance Requirements for Professional Services

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** aggregate. Check with Risk Management if Professional Liability is required for the contract to which these requirements are attached.
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Professional liability or general liability may be endorsed to include cyber coverage.

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

### OTHER INSURANCE PROVISIONS

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

## Attachment C: 2022 Insurance Requirements for Professional Services

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

**Primary Coverage:** For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

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

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

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

## Attachment C: 2022 Insurance Requirements for Professional Services

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

**Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**Verification of Coverage:** Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

**Duration of Coverage:** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

-end-



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 13, 2023

Reference ID:  
2023-3806

### Contract Between the County of Inyo and Brown's Supply, Inc. Public Works - Recycling & Waste Management ACTION REQUIRED

#### ITEM SUBMITTED BY

Cap Aubrey, Public Works Deputy Director, Solid Waste

#### ITEM PRESENTED BY

Cap Aubrey, Public Works Deputy Director, Solid Waste

#### RECOMMENDED ACTION:

Approve the contract between the County of Inyo and Brown's Supply, Inc of Bishop, CA for the provision of cardboard processing in an amount not to exceed \$180,000 for the period of July 1, 2023 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Recycling and Waste Management (RWM) sought bids for the bailing and processing of cardboard and Brown's Supply Inc. was the only bidder. Brown's Supply owns, maintains and operates the equipment for the cardboard bailing at the Bishop Sunland Landfill for the RWM program, and has for many years. Brown's Supply also transports the cardboard bails to recycling centers in Southern California.

#### FISCAL IMPACT:

|  |                     |                    |        |
|--|---------------------|--------------------|--------|
| <b>Funding Source</b>                        | Non-General Fund    | <b>Budget Unit</b> | 045700 |
| <b>Budgeted?</b>                             | Yes                 | <b>Object Code</b> | 5265   |
| <b>Recurrence</b>                            | Ongoing Expenditure |                    |        |
| <b>Current Fiscal Year Impact</b>            |                     |                    |        |
| N/A  |                     |                    |        |
| <b>Future Fiscal Year Impacts</b>            |                     |                    |        |
| Contract would cost \$60,000 per fiscal year |                     |                    |        |
| <b>Additional Information</b>                |                     |                    |        |

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Recycling & Waste Management (RWM) could purchase a cardboard bailer and hire additional staff to process, bail and transport cardboard, but this would cost RWM approximately \$100,000 for equipment, with an additional \$150,000 per year for additional staff. RWM would also have to pay to have the bails shipped to a recycling center in Southern California.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Brown's Supply Inc. Contract

**APPROVALS:**

|                 |                               |
|-----------------|-------------------------------|
| Teresa Elliott  | Created/Initiated - 5/22/2023 |
| Darcy Ellis     | Approved - 5/23/2023          |
| Teresa Elliott  | Approved - 5/23/2023          |
| Breanne Nelums  | Approved - 5/23/2023          |
| John Vallejo    | Approved - 5/23/2023          |
| Michael Errante | Approved - 5/25/2023          |
| Amy Shepherd    | Approved - 5/26/2023          |
| Nate Greenberg  | Final Approval - 6/7/2023     |





**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Brown Supply Inc  
**FOR THE PROVISION OF** Cardboard Bailing and Hauling **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Cardboard Bailing & Hauling services of Brown's Supply Inc of Bishop, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Cap Aubrey, whose title is: PW Deputy Director Solid Waste. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2023 to June 30, 2026 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed One Hundred Eighty Thousand and 00/100 xx Dollars

(\$ 180,000 xxxxxxxxxxxxxxxxxxxxxxxxx) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**4. WORK SCHEDULE.**

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

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

## 6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

## 7. COUNTY PROPERTY.

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

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

## 8. INSURANCE.

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

## 9. STATUS OF CONTRACTOR.

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

**11. RECORDS AND AUDIT.**

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

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**12. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

|   |                |
|---|----------------|
| County of Inyo                          |                |
| <u>Recycling &amp; Waste Management</u> | Department     |
| <u>1360 N. Main St</u>                  | Address        |
| <u>Bishop, CA 93514</u>                 | City and State |

|                           |                |
|---------------------------|----------------|
| Contractor:               |                |
| <u>Brown's Supply Inc</u> | Name           |
| <u>219 Wye Road</u>       | Address        |
| <u>Bishop, CA 93514</u>   | City and State |

**24. ENTIRE AGREEMENT.**

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

////

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**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Brown Supply Inc

**FOR THE PROVISION OF** Cardboard Bailing and Hauling **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_

Signature

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

County Counsel

\_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Brown Supply Inc

**FOR THE PROVISION OF** Cardboard Bailing and Hauling **SERVICES**

**TERM:**

**FROM:** July 1, 2023 **TO:** June 30, 2026

**SCOPE OF WORK:**

Contractor will bail cordboard at the cardboard recycling area at the Bishop Sunland Landfill and haul cardboard bails to the recyclers. Furnish and maintain the bailer equipment and all other equipment needed to complete the bailing and hauling process, including labor. Clean and maintain the area around the cardboard drop off area at the Bishop Sunland Landfill.



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Brown Supply Inc

**FOR THE PROVISION OF** Cardboard Bailing and Hauling **SERVICES**

**TERM:**

**FROM:** July 1, 2023 **TO:** June 30, 2026

**SCHEDULE OF FEES:**

\$85.00 per ton of bailed and hauled cardboard. With a do not exceed amount of \$180,000 for the 3-year term.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Brown Supply Inc

**FOR THE PROVISION OF** Cardboard Bailing and Hauling **SERVICES**

**TERM:**

**FROM:** July 1, 2023

**TO:** June 30, 2026

**SEE ATTACHED INSURANCE PROVISIONS**

**Specifications 1**  
**Insurance Requirements for Most Contracts**  
**(Not for Professional Services or Construction Contracts)**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**Other Insurance Provisions**

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

***Additional Insured Status***

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



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 13, 2023

Reference ID:  
2023-3817

### 2023 Patrol and Controlled Substance Annual Operating and Financial Plan

**Sheriff**

ACTION REQUIRED

**ITEM SUBMITTED BY**

Office of the Sheriff

**ITEM PRESENTED BY**

Stephanie Rennie, Sheriff

**RECOMMENDED ACTION:**

Request Board: A) Ratify the agreement 20-LE-11051360-040 between the County of Inyo and USDEA USFS for the provision of controlled substance operations for a funding amount of up to \$5,000 for the period of October 1, 2022, through September 30, 2023; B) approve the agreement 20-LE-11051360-040 between the County of Inyo and USDEA USFS for the provision of forest service patrols in funding amount up to \$12,000 for October 1, 2022, through September 30, 2023, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget; and C) authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Sheriff's Office provides patrol service on USDA Forest Service land annually per the agreement. The USDA Forest Service reimburses the Sheriff's Office for services upon completing patrols during the recreation season from May 28th through September 30th.

Marijuana cultivation within the Forest Service boundaries in Inyo County continues to increase. These include the areas from the southern end of the county to the northern end of the county. The Sheriff's Office has continued investigating and abating the cultivation with the U.S. Forest Service and BLM. Monies from this plan/Agreement will assist the Sheriff's Department in assisting these investigations and eradicating thousands of marijuana plants within Inyo County. The marijuana-growing season starts in the spring, and the harvesting season begins from August to September. As such, no expenditures or reimbursements are expected until FY 2023/2024.

**FISCAL IMPACT:**

|  |                                  |                    |           |
|--|----------------------------------|--------------------|-----------|
|  | Grant Funded USDA Forest Service | <b>Budget Unit</b> | 022700    |
| <b>Budgeted?</b>   | Yes                              | <b>Object Code</b> | 4693/4555 |
| <b>Recurrence</b>  | Ongoing Funding Source           |                    |           |
| <b>Current Fiscal Year Impact</b>  |                                  |                    |           |
| Reimbursement for overtime and equipment costs to the Sheriff's general budget |                                  |                    |           |
| <b>Future Fiscal Year Impacts</b>  |                                  |                    |           |

Reimbursement for overtime and equipment costs to the Sheriff's general budget

**Additional Information**

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

Decline to accept the funding. The reimbursement agreement offsets overtime and equipment costs for the Sheriff's general budget.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

USDA Forest Service

**ATTACHMENTS:**

1. USDA Forest Service Operating & Financial Agreement
2. USDA Forest Service Agreement Modification No. 7

**APPROVALS:**

|                  |                               |
|------------------|-------------------------------|
| Riannah Reade    | Created/Initiated - 5/24/2023 |
| Darcy Ellis      | Approved - 5/25/2023          |
| Riannah Reade    | Approved - 5/31/2023          |
| John Vallejo     | Approved - 6/8/2023           |
| Amy Shepherd     | Approved - 6/8/2023           |
| Nate Greenberg   | Approved - 6/8/2023           |
| Stephanie Rennie | Final Approval - 6/8/2023     |
| Stephanie Rennie |                               |





FS Agreement No. 20-LE-11051360-040

Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN  
Between The  
COUNTY OF INYO  
And the  
USDA, FOREST SERVICE  
INYO NATIONAL FOREST**

**2022 PATROL OPERATING AND FINANCIAL PLAN**

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Inyo County Sheriff’s Department, hereinafter referred to as “the Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, Inyo National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #20-LE-11051360-040. This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is in effect through **December 31, 2025**, unless modified during the annual review.

Previous Year Carry-over: \$4,896.00  
Current 2022 Year Obligation: \$7,140.00  
**Total Operating Plan: \$12,000**  
**MOD 005**

**I. GENERAL:**

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

| <b>Cooperator Program Contact</b>  | <b>Cooperator Administrative Contact</b>   |
|--|--|
| Eric Pritchard, Sheriff Inyo County<br>550 S. Clay Street<br>P.O. Box “S”<br>Independence, CA 93526<br>Telephone: 760-878-0320<br>FAX: 760-878-0389<br>Email: <a href="mailto:epritchard@inyocounty.us">epritchard@inyocounty.us</a> | Lt. Tim Bachman<br>550 S. Clay Street<br>P.O. Box “S”<br>Independence, CA 93526<br>Telephone: 760-878-0235<br>FAX: 760-878-0389<br>Email: <a href="mailto:tbachman@inyocounty.us">tbachman@inyocounty.us</a> |



**Principal U.S. Forest Service Contacts:**

| <b>U.S. Forest Service Program Manager Contact</b>   | <b>U.S. Forest Service Administrative Contact</b>   |
|--|---|
| Laura James, Patrol Captain<br>351 Pacu Lane, Ste. 200<br>Bishop, CA 93514<br>Telephone: 760-873-2520<br>Email: <a href="mailto:laura.james@usda.gov">laura.james@usda.gov</a> | Kim Linse, Program Support Assistant<br>351 Pacu Lane, Ste. 200<br>Bishop, CA 93514<br>Telephone: 760-873-2497<br>Email: <a href="mailto:kimberly.linse@usda.gov">kimberly.linse@usda.gov</a> |
|  | <b>U.S. Forest Service Grants &amp; Agreement Contact</b>   |
|  | Genevieve Villemaire<br>Grants Management Specialist<br>35 College Drive<br>South Lake Tahoe Email:<br><a href="mailto:genevieve.villemaire@usda.gov">genevieve.villemaire@usda.gov</a>       |

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Wages at the prevailing rate of \$111.00 per patrol

**II. PATROL ACTIVITIES:**

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.
- B. The patrols will be conducted on a no-set-time basis during the Department’s normal shift assignments and usually between the hours of 6:00 PM and 6:00 AM . Patrols will occur primarily on weekends, holidays and other high-use periods.

Patrol in the following campgrounds, developed sites, or dispersed areas:

1. Bishop Creek Drainage Patrols  
Includes all recreation sites
  
2. Big Pine Drainage Patrols  
Includes all recreation sites





3.Lone Pine Drainage Patrols

Includes Lone Pine Campground, Whitney Portal Trailhead and Picnic Area, and Whitney Portal Campgrounds.

RATE SCHEDULE FOR REIMBURSABLE SERVICES

RATE OF REIMBURSEMENT

- 1. Services provided for B.1 – maximum of 32 patrols
- 2. Services provided for B.2 – maximum of 19 patrols
- 3. Services provided for B.3 – maximum of 48 patrols

FUNDS ALLOCATED

|                |                                  |                     |
|----------------|----------------------------------|---------------------|
| 1. Section B.1 | \$111.00 per patrol X 32 patrols | = \$3,552.00        |
| 2. Section B.2 | \$111.00 per patrol X 19 patrols | = \$2,109.00        |
| 3. Section B.3 | \$111.00 per patrol X 48 patrols | = \$5,328.00        |
|                |                                  | Total = \$10,989.00 |

Total reimbursement for this category shall not exceed the amount of: \$10,989.00.

**III. TRAINING:**

*See Cooperative Law Enforcement Agreement Provision IV-K for additional information.*

Training will be limited to work related training aimed at improving the overall efficiency of the enforcement and patrol activities related to this agreement between the Cooperator and the Forest Service. This includes training for those Officers that work in the mountainous terrain and County areas within the boundaries of the Inyo National Forest.

Total reimbursement for this category shall not exceed the amount of: 10% of the total Agreement and shall be approved by the Forest Service (Designated Representative or Alternate Representative).

**IV. EQUIPMENT:**

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

The Forest Service shall approve procurement of equipment to carry out the activities of this plan in advance. The Cooperator, who will bear all maintenance and repair responsibility, shall retain title to this equipment.

Inyo County’s request to purchase emergency equipment for the replacement patrol vehicles used for patrol under the Cooperative Agreement is approved.



Total reimbursement for this category shall not exceed the amount of \$1,011.00, or by authorization of the Forest Service (Designated Representative or Alternate Representative) if greater expenditures are necessary. All expenditures in this category shall be approved by the Forest Service (Designated Representative or Alternate Representative). The estimated useful life of the equipment under the law enforcement agreement provisions IV-J and IV-D (5) shall be provided at the time the documents are filed. For any reimbursable Cooperator purchased equipment over \$5,000 in unit value, an estimate of the useful life of the equipment is required.

Total reimbursement for this category shall not exceed the amount of: \$1,011.00

## V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.
  1. Drug Enforcement: This will be handled on a case-by-case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
  2. Fire Emergency: During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.
  3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates



specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

## VI. BILLING FREQUENCY:

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

The Cooperator will furnish either monthly, quarterly, or annually *itemized statements* of expenses to the U.S. Forest Service. These expenditures shall be tie to the reimbursable expenses and the rate schedule, and shall be certified by the Cooperator as being proper. These statements must be accompanied by a Law Enforcement Billing Summary, Patrol Enforcement (Attachment A) and Law Enforcement Activity Report, from FS-5300-5 (Attachment B), filled out as required by Provision 11-G of the Cooperative Law Enforcement Agreement 20-LE-11051360-040 and must be completed and submitted to the contact in (A) below for each billing statement.

A. **Submit original invoice(s) for Payment to:**

USDA, Forest Service  
Albuquerque Service Center  
Payments - Grants & Agreements  
101 B Sun Avenue NE  
Albuquerque, NM 87109  
FAX: (877) 687-4894  
Email: [sm.fs.asc\\_ga@usda.gov](mailto:sm.fs.asc_ga@usda.gov)

**Send a copy to:**

Laura James, Patrol Captain  
Kim Linse, Prog Support Specialist  
351 Pacu Lane, Se. 200  
Bishop, CA 93514  
Telephone: 760-873-2520 & 2497  
Email: [laura.james@usda.gov](mailto:laura.james@usda.gov)  
[kimberly.linse@usda.gov](mailto:kimberly.linse@usda.gov)

- B. Annual billing for each fiscal year must be received before December 31<sup>st</sup> of that operating year. This will allow the Forest Service to determine if additional funds are needed in the succeeding year.
- C. Final billing for reimbursement must be received by the Forest Service no later than **120 days** from expiration date of the Cooperative Law Enforcement Agreement.
- D. **Annually update the registration of the County Sheriff's UEI# on the System for Award Management (SAM) website at [www.sam.gov](http://www.sam.gov) for the verification of the EFT (Electronic Funds Transfer) banking information**



E. The following is a breakdown of the total estimated costs associated with this Operating Plan.

| <b>Category</b>                | <b>Estimated Costs</b> | <b>Not to Exceed by %</b> |
|--------------------------------|------------------------|---------------------------|
| Patrol Activities              | \$10,989.00            |                           |
| Training                       |                        | 10%                       |
| Equipment                      | \$1,011.00             |                           |
| Special Enforcement Situations |                        |                           |
| <b>Total</b>                   | <b>\$12,000.00</b>     |                           |

F. Any remaining funding in this Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*

Law Enforcement Billing Summary  
Patrol Enforcement

|  |                                 |
|--|---------------------------------|
|  | Agreement #: 20-LE-11051360-040 |
|--|---------------------------------|

|                               |              |
|-------------------------------|--------------|
| USDA Forest Service, NF: INYO | County: INYO |
|-------------------------------|--------------|

|                                 |        |       |
|---------------------------------|--------|-------|
| Law Enforcement Billing Summary | Dates: | Year: |
|---------------------------------|--------|-------|

|  |
|--|
| Check appropriate block: <input checked="" type="checkbox"/> Coop Patrol <input type="checkbox"/> Controlled Substance Ops |
|--|

|   |          |
|---|----------|
| A. Total Labor Hours:   |          |
| B. Rate per Hour:   | \$ _____ |
| C. Total Salary Reimbursement: (subtotal 1)   | \$ _____ |
| D. Other Allowable Reimbursements:<br>(mileage, dispatch, court, clerical, equipment, etc.) |          |
| 1. _____  | \$ _____ |
| 2. _____  | \$ _____ |
| 3. _____  | \$ _____ |
| 4. _____  | \$ _____ |
| E. Total of D1 - D4 (subtotal 2)  | \$ _____ |
| F. Total Expenditures:  | \$ _____ |
| G. Total Invoice Reimbursement per Op Plan:   | \$ _____ |

Certification Statement

| County Sheriff   |      | USFS – Patrol Captain                            |      |
|--|------|--|------|
| I certify this billing/invoice is accurate and complete. |      | I certify services have been received as stated. |      |
| Sheriff  | Date | US Forest Service                                | Date |
|  |      |  |      |



**USDA**  
**Forest Service**

**LAW ENFORCEMENT ACTIVITY**  
**REPORT**  
*(Ref. FSM 5300)*

**Agreement Number**  
20-LE-11051360-040

**Initial**  **Follow Up**

|   |  |  |  |             |                                       |       |
|---|--|--|--|-------------|---------------------------------------|-------|
| 1. Cooperator (Department Name):<br><b>Inyo County Sheriff's Department</b> |  |  | 2. National Forest:<br><b>Inyo National Forest</b>                 |             |                                       |       |
| 3. Record (1)   | 4. Action Code (2)<br>(FS Use Only) U-Update | 5. Unit Identification (3-11)                                  |  |             | 6. Date (12-5)                        |       |
|   |  | Region   | Forest   | State       | County                                | Month |
|   |  | 05   | 04   | CA          | Inyo                                  |       |
| 7. Patrol Units (16-18)   |  | 8. Search and Rescue Missions<br>Hours (19-22)                 |  | No. (23-24) | 9. Property Stolen (25-30)<br>Dollars |       |
| 10. Property Recovered (31-36)<br>Dollars                                   |  |  | 11. Controlled Substances Seized (37-45)<br>Dollars (Street Value) |             |                                       |       |
| 12. Record (1)  |  | 13. Number of Crimes Occurring on National Forest System Lands |  |             |                                       |       |

|                           |                       |  |  |
|---------------------------|-----------------------|--|--|
| 13a.<br>Item #<br>(16-17) | 13b.<br>Type of Crime | 13c.<br>Coop Agreement<br>Reimbursed Activity<br>(18-20) | 13d.<br>Non-Coop<br>Agreement<br>Activities<br>(21-23) |
|---------------------------|-----------------------|--|--|

**PART I - FBI UNIFORM CRIME REPORTING**

|    |  |  |  |
|----|--|--|--|
| 01 | Criminal Homicide                      |  |  |
| 02 | Forcible Rape                          |  |  |
| 03 | Robbery                                |  |  |
| 04 | Aggravated Assault                     |  |  |
| 05 | Burglary - Breaking or Entering        |  |  |
| 06 | Larceny - Theft (Except Motor Vehicle) |  |  |
| 07 | Motor Vehicle - Theft                  |  |  |
| 08 | Arson                                  |  |  |

**PART II - FBI UNIFORM CRIME REPORTING**

|    |   |  |  |
|----|---|--|--|
| 09 | Other Assaults (simple)                             |  |  |
| 10 | Stolen Property by Buying, Receiving,<br>Possessing |  |  |
| 11 | Vandalism   |  |  |
| 12 | Weapons - Carry, Possessing                         |  |  |
| 13 | Narcotic Drug Law                                   |  |  |
| 14 | Driving Under the Influence                         |  |  |
| 15 | Liquor Laws   |  |  |
| 16 | Drunkenness   |  |  |
| 17 | Disorderly Conduct                                  |  |  |
| 18 | All Other Offenses                                  |  |  |

**PART III - COOPERATOR ASSISTS**

|    |                                    |  |  |
|----|------------------------------------|--|--|
| 19 | Assists to Forest Service Officers |  |  |
| 20 | Assists to Public                  |  |  |

Remarks:

**NOTE:** This document is for OFFICIAL USE ONLY. It and its contents are not to be distributed outside your agency, nor duplicated, without prior approval of the USDA, Forest Service, Law Enforcement and Investigations.



FS Agreement No. 20-LE-11051360-040

Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT B**

**COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN  
Between The  
COUNTY OF INYO  
And the  
USDA, FOREST SERVICE  
INYO NATIONAL FOREST**

**2022 CONTROLLED SUBSTANCE OPERATING AND FINANCIAL PLAN**

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Inyo County Sheriff’s Office, hereinafter referred to as “the Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, the Cooperator National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #20-LE-11051360-040. This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is in effect through **December 31, 2025**, unless modified during the annual review.

Previous Year Carry-over: \$5,000.00  
Current 2022 Year Obligation: \$0.00  
**Total Operating Plan: \$5,000.00**  
**MOD 005**

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

| <b>Cooperator Program Contact</b>   | <b>Cooperator Administrative Contact</b>  |
|---|---|
| Eric Pritchard, Sheriff Inyo County<br>P.O. Drawer “S”<br>550 South Clay Street<br>Independence, CA 93526<br>Telephone: 760-878-0320<br><b>FAX:</b> 760-878-0389<br><b>E-mail:</b> <a href="mailto:epritchard@inyocounty.us">epritchard@inyocounty.us</a> | Riannah Reade<br>P.O. Box Drawer S<br>550 South Clay Street<br>Independence, CA 93526<br>Telephone: 760-878-8558<br><b>FAX:</b> 760-878-0389<br><b>E-mail:</b> <a href="mailto:rreade@inyocounty.us">rreade@inyocounty.us</a> |



**Principal U.S. Forest Service Contacts:**

| <b>U.S. Forest Service Program Manager Contact</b>   | <b>U.S. Forest Service Administrative Contact</b>   |
|--|---|
| Wayne Nomi, Special Agent<br>Angeles National Forest<br>701 N. Santa Anita Avenue<br>Arcadia, CA 91006<br>Office: 626-574-5354<br>Cell: 559-392-2244<br>FAX: 626-821-6784<br>Email: <a href="mailto:wayne.nomi@usda.gov">wayne.nomi@usda.gov</a> | Kim Linse, Program Support Assistant<br>Inyo National Forest<br>351 Pacu Lane, Ste. 200<br>Bishop, CA 93514<br>Office: 760-873-2497<br>FAX: 760-873-2563<br>Email: <a href="mailto:kimberly.linse@usda.gov">kimberly.linse@usda.gov</a> |
|  | <b>U.S. Forest Service<br/>Grants &amp; Agreement Contact</b>   |
| Joseph Sadowski<br>Assistant Special Agent in Charge<br>1323 Club Drive<br>Vallejo, CA 94592<br>Telephone: 707-562-9170<br>Fax: 707-562-9031<br>Email: <a href="mailto:joseph.sadowski@usda.gov">joseph.sadowski@usda.gov</a>                    | Genevieve Villemaire Grants Management<br>Specialist 35 College Drive<br>South Lake Tahoe, CA 96150<br>Telephone: Please Use Email.<br><a href="mailto:genevieve.villemaire@usda.gov">genevieve.villemaire@usda.gov</a>                 |

**II. CONTROLLED SUBSTANCE OPERATIONS**

Pursuant to IV- I of Agreement No. 20-LE-11051360-040, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:

A. The *U.S. Forest Service* agrees:

1. To reimburse the Cooperator for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including;
  - a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
  - b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
2. To reimburse the Cooperator for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or





- trafficking of controlled substances on or affecting the administration of National Forest system lands, including:
- a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.
  - b. Apprehension of persons suspected of producing or trafficking controlled substances.
  - c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.
  - d. Prosecution of persons suspected of producing or trafficking controlled substances.
3. To reimburse the Cooperator for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

Note: The Cooperator retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service at its discretion.

4. To reimburse the Cooperator for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.

Purchases may not exceed 10% of the total allocation without prior approval by the U.S. Forest Service Designated Representative.

B. The Cooperator agrees:

1. Within its capability, to perform the following activities on National Forest System lands:
  - a. Detect and inventory locations associated with illegal production or trafficking of controlled substances and notify the U.S. Forest Service of such locations as soon as possible.
  - b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.
  - c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.



- 2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in Section II, A of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

C. The *U.S. Forest Service* and the Cooperator mutually agree to the following:

- 1. The following rate schedule will apply to all expenditures that may be reimbursed to the Cooperator under this agreement;

|                            |  |
|----------------------------|--|
| Salary (base)              | <b>\$44.86</b> per hour,                 |
| Salary (overtime)          | <b>\$base + 1/2</b> per hour,            |
| Per diem costs             | <b>\$69/M&amp;IE + \$130.00/Lodging,</b> |
| Travel (mileage and fares) | <b>\$0.585</b> per mile,                 |
| Helicopter flight time     | <b>Actual documented costs,</b>          |
| Supplies or equipment      | <b>Actual documented costs</b>           |

- 2. The total expenditures of the Cooperator that may be reimbursed may not exceed **\$5,000.00.**

The total expenditures for item **A.4** may not exceed..... **10%** of the total allocation.

**III. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. The Cooperator will furnish either monthly, quarterly, or annually *itemized statements* of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. A Law Enforcement Billing Summary must be completed and submitted to the contacts for each billing statement.

**B. Submit original invoice(s) for Payment to:**

**Send a copy to:**

USDA, Forest Service  
 Albuquerque Service Center  
 Payments - Grants & Agreements  
 101 B Sun Avenue NE  
 Albuquerque, NM 87109  
 FAX: (877) 687-4894  
 Email: [sm.fs.asc\\_ga@usda.gov](mailto:sm.fs.asc_ga@usda.gov)

Wayne Nomi, Special Agent  
 Kimberly Linse, Prog Sup Specialist  
 701 N. Santa Anita Ave  
 Arcadia, CA 91006  
 Telephone: 559-392-6784  
 760-873-2563  
 Email: [wayne.nomi@usda.gov](mailto:wayne.nomi@usda.gov)  
[kimberly.linse@usda.gov](mailto:kimberly.linse@usda.gov)



- C. Annual billing for each fiscal year must be received before December 31<sup>st</sup> of that operating year. This will allow the Forest Service to determine if additional funds are needed in the succeeding year.
- D. Final billing for reimbursement must be received by the Forest Service no later than **120 days** from expiration date of the Cooperative Law Enforcement Agreement
- E. Any remaining funding in this Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*

Law Enforcement Billing Summary  
Drug Enforcement

|  |                                 |
|--|---------------------------------|
|  | Agreement #: 20-LE-11051360-040 |
|--|---------------------------------|

|                               |              |
|-------------------------------|--------------|
| USDA Forest Service, NF: INYO | County: INYO |
|-------------------------------|--------------|

|                                 |        |       |
|---------------------------------|--------|-------|
| Law Enforcement Billing Summary | Dates: | Year: |
|---------------------------------|--------|-------|

|  |
|--|
| Check appropriate block:      _____ Coop Patrol <input checked="" type="checkbox"/> Controlled Substance Ops |
|--|

|   |          |
|---|----------|
| A. Total Labor Hours:   |          |
| B. Rate per Hour:   | \$ _____ |
| C. Total Salary Reimbursement: (subtotal 1)   | \$ _____ |
| D. Other Allowable Reimbursements:<br>(mileage, dispatch, court, clerical, equipment, etc.) |          |
| 1. _____  | \$ _____ |
| 2. _____  | \$ _____ |
| 3. _____  | \$ _____ |
| 4. _____  | \$ _____ |
| E. Total of D1 - D4 (subtotal 2)  | \$ _____ |
| F. Total Expenditures:  | \$ _____ |
| G. Total Invoice Reimbursement per Op Plan:   | \$ _____ |

Certification Statement

| County Sheriff   |      | USFS – Special Agent                             |      |
|--|------|--|------|
| I certify this billing/invoice is accurate and complete. |      | I certify services have been received as stated. |      |
| Sheriff  | Date | US Forest Service                                | Date |
|  |      |  |      |



**USDA**  
**Forest Service**

**LAW ENFORCEMENT ACTIVITY**  
**REPORT**  
*(Ref. FSM 5300)*

**Agreement Number**  
20-LE-11051360-040

**Initial**  **Follow Up**

|   |  |  |  |             |                                       |       |
|---|--|--|--|-------------|---------------------------------------|-------|
| 1. Cooperator (Department Name):<br><b>Inyo County Sheriff's Department</b> |  |  | 2. National Forest:<br><b>Inyo National Forest</b>                 |             |                                       |       |
| 3. Record (1)   | 4. Action Code (2)<br>(FS Use Only) U-Update | 5. Unit Identification (3-11)                                  |  |             | 6. Date (12-5)                        |       |
|   |  | Region   | Forest   | State       | County                                | Month |
|   |  | 05   | 04   | CA          | Inyo                                  |       |
| 7. Patrol Units (16-18)   |  | 8. Search and Rescue Missions<br>Hours (19-22)                 |  | No. (23-24) | 9. Property Stolen (25-30)<br>Dollars |       |
| 10. Property Recovered (31-36)<br>Dollars                                   |  |  | 11. Controlled Substances Seized (37-45)<br>Dollars (Street Value) |             |                                       |       |
| 12. Record (1)  |  | 13. Number of Crimes Occurring on National Forest System Lands |  |             |                                       |       |

|                           |                       |  |  |
|---------------------------|-----------------------|--|--|
| 13a.<br>Item #<br>(16-17) | 13b.<br>Type of Crime | 13c.<br>Coop Agreement<br>Reimbursed Activity<br>(18-20) | 13d.<br>Non-Coop<br>Agreement<br>Activities<br>(21-23) |
|---------------------------|-----------------------|--|--|

**PART I - FBI UNIFORM CRIME REPORTING**

|    |  |  |  |
|----|--|--|--|
| 01 | Criminal Homicide                      |  |  |
| 02 | Forcible Rape                          |  |  |
| 03 | Robbery                                |  |  |
| 04 | Aggravated Assault                     |  |  |
| 05 | Burglary - Breaking or Entering        |  |  |
| 06 | Larceny - Theft (Except Motor Vehicle) |  |  |
| 07 | Motor Vehicle - Theft                  |  |  |
| 08 | Arson                                  |  |  |

**PART II - FBI UNIFORM CRIME REPORTING**

|    |   |  |  |
|----|---|--|--|
| 09 | Other Assaults (simple)                             |  |  |
| 10 | Stolen Property by Buying, Receiving,<br>Possessing |  |  |
| 11 | Vandalism   |  |  |
| 12 | Weapons - Carry, Possessing                         |  |  |
| 13 | Narcotic Drug Law                                   |  |  |
| 14 | Driving Under the Influence                         |  |  |
| 15 | Liquor Laws   |  |  |
| 16 | Drunkenness   |  |  |
| 17 | Disorderly Conduct                                  |  |  |
| 18 | All Other Offenses                                  |  |  |

**PART III - COOPERATOR ASSISTS**

|    |                                    |  |  |
|----|------------------------------------|--|--|
| 19 | Assists to Forest Service Officers |  |  |
| 20 | Assists to Public                  |  |  |

Remarks:

**NOTE:** This document is for OFFICIAL USE ONLY. It and its contents are not to be distributed outside your agency, nor duplicated, without prior approval of the USDA, Forest Service, Law Enforcement and Investigations.



### MODIFICATION OF GRANT OR AGREEMENT

| PAGE | OF PAGES |
|------|----------|
| 1    | 6        |

|   |  |  |  |                                |  |
|---|--|--|--|--------------------------------|--|
| 1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:<br>20-LE-11051360-040  |  | 2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY: |  | 3. MODIFICATION NUMBER:<br>007 |  |
| 4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):<br>USDA Forest Service, Pacific Southwest Region, Grants and Agreements, 1323 Club Drive, Vallejo, CA 94592-1110 |  |  | 5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):<br>USDA Forest Service, Inyo National Forest, Law Enforcement & Investigations, 351 Pacu Lane, Ste. 200, Bishop, CA 93514-0000 |                                |  |
| 6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):<br>County of Inyo, 550 Clay Street, Independence, CA 93526-0613, Inyo County  |  |  | 7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):   |                                |  |

### 8. PURPOSE OF MODIFICATION

|                                     |  |
|-------------------------------------|--|
| CHECK ALL THAT APPLY:               | This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.   |
| <input type="checkbox"/>            | CHANGE IN PERFORMANCE PERIOD:  |
| <input checked="" type="checkbox"/> | CHANGE IN FUNDING: Increase of funding by \$17,000 (\$12,000 for Patrol and \$5,000 for Controlled Substance)  |
| <input checked="" type="checkbox"/> | ADMINISTRATIVE CHANGES: Cooperator Program Contact Name and Address change to Stephanie Rennie, Sherrif Inyo County, P.O. Drawer S, Independence, CA 93526-0613, email sjrennie@inyocounty.us and same address change for Cooperator Administrative Contact (Administrative Contact info remains the same) |
| <input type="checkbox"/>            | OTHER (Specify type of modification):  |

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

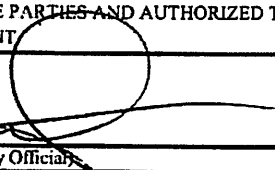
9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

### 10. ATTACHED DOCUMENTATION (Check all that apply):

|                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | Revised Scope of Work  |
| <input type="checkbox"/>            | Revised Financial Plan   |
| <input checked="" type="checkbox"/> | Other: Attachment A Billing Statement & Attachment B Law Enforcement Activity Report |

### 11. SIGNATURES

**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT

|   |  |                             |  |   |  |                   |  |
|---|--|-----------------------------|--|---|--|-------------------|--|
| 11.A. SIGNATURE<br><br>(Signature of Signatory Official) |  | 11.B. DATE SIGNED<br>3/9/23 |  | 11.C. U.S. FOREST SERVICE SIGNATURE<br>LESLEY YEN<br>Digitally signed by LESLEY YEN<br>Date: 2023.02.09 13:08:36 -08'00'<br>(Signature of Signatory Official) |  | 11.D. DATE SIGNED |  |
| 11.E. NAME (type or print): STEPHANIE RENNIE  |  |                             |  | 11.F. NAME (type or print): LESLEY YEN  |  |                   |  |
| 11.G. TITLE (type or print): Sheriff  |  |                             |  | 11.H. TITLE (type or print): Forest Supervisor  |  |                   |  |
| 11.I. SIGNATURE<br>(Signature of Signatory Official)  |  | 11.J. DATE SIGNED           |  | 11.K. U.S. FOREST SERVICE SIGNATURE<br>DON HOANG<br>Digitally signed by DON HOANG<br>Date: 2023.03.20 13:08:22 -07'00'<br>(Signature of Signatory Official)   |  | 11.L. DATE SIGNED |  |
| 11.M. NAME (type or print):   |  |                             |  | 11.N. NAME (type or print): DON HOANG   |  |                   |  |
| 11.O. TITLE (type or print):  |  |                             |  | 11.P. TITLE (type or print): Special Agent in Charge  |  |                   |  |



**12 G&A REVIEW**

|   |               |
|---|---------------|
| <p>Digitally signed by Darius Parks<br/>Date: 2023.02.07 13:41:37 -08'00'</p> <p><b>Darius Parks</b></p> <hr/> <p><b>DARIUS PARKS</b><br/>USDA Forest Service, Grants &amp; Agreements Specialist</p> | <p>SIGNED</p> |
|---|---------------|

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Law Enforcement Billing Summary  
Drug Enforcement

|  |                                 |
|--|---------------------------------|
|  | Agreement #: 20-LE-11051360-040 |
|--|---------------------------------|

|                               |              |
|-------------------------------|--------------|
| USDA Forest Service, NF: INYO | County: INYO |
|-------------------------------|--------------|

|                                 |        |            |
|---------------------------------|--------|------------|
| Law Enforcement Billing Summary | Dates: | Year: 2023 |
|---------------------------------|--------|------------|

|  |
|--|
| Check appropriate block: <input type="checkbox"/> Coop Patrol <input checked="" type="checkbox"/> Controlled Substance Ops |
|--|

|   |          |
|---|----------|
| A. Total Labor Hours:   |          |
| B. Rate per Hour:   | \$       |
| C. Total Salary Reimbursement: (subtotal 1)   | \$       |
| D. Other Allowable Reimbursements:<br>(mileage, dispatch, court, clerical, equipment, etc.) |          |
| 1. _____  | \$ _____ |
| 2. _____  | \$ _____ |
| 3. _____  | \$ _____ |
| 4. _____  | \$ _____ |
| E. Total of D1 - D4 (subtotal 2)  | \$       |
| F. Total Expenditures:  | \$       |
| G. Total Invoice Reimbursement per Op Plan:   | \$       |

Certification Statement

| County Sheriff   |      | USFS – Special Agent                             |      |
|--|------|--|------|
| I certify this billing/invoice is accurate and complete. |      | I certify services have been received as stated. |      |
| Sheriff  | Date | US Forest Service                                | Date |
|  |      |  |      |



**Law Enforcement Billing Summary  
Patrol Enforcement**

|  |                                 |
|--|---------------------------------|
|  | Agreement #: 20-LE-11051360-040 |
|--|---------------------------------|

|                               |              |
|-------------------------------|--------------|
| USDA Forest Service, NF: INYO | County: INYO |
|-------------------------------|--------------|

|                                 |        |            |
|---------------------------------|--------|------------|
| Law Enforcement Billing Summary | Dates: | Year: 2023 |
|---------------------------------|--------|------------|

|  |
|--|
| Check appropriate block: <input checked="" type="checkbox"/> Coop Patrol <input type="checkbox"/> Controlled Substance Ops |
|--|

|   |          |
|---|----------|
| A. Total Labor Hours:   |          |
| B. Rate per Hour:   | \$       |
| C. Total Salary Reimbursement: (subtotal 1)   | \$       |
| D. Other Allowable Reimbursements:<br>(mileage, dispatch, court, clerical, equipment, etc.) |          |
| 1. _____  | \$ _____ |
| 2. _____  | \$ _____ |
| 3. _____  | \$ _____ |
| 4. _____  | \$ _____ |
| E. Total of D1 - D4 (subtotal 2)  | \$       |
| F. Total Expenditures:  | \$       |
| G. Total Invoice Reimbursement per Op Plan:   | \$       |

**Certification Statement**

|  |      |  |      |
|--|------|--|------|
| <b>County Sheriff</b>                                    |      | <b>USFS – Patrol Captain</b>                     |      |
| I certify this billing/invoice is accurate and complete. |      | I certify services have been received as stated. |      |
| Sheriff  | Date | US Forest Service                                | Date |
|  |      |  |      |



**USDA**  
**Forest Service**

**LAW ENFORCEMENT ACTIVITY**  
**REPORT**  
*(Ref. FSM 5300)*

**Agreement Number**  
20-LE-11051360-040

**Initial**  **Follow Up**

|   |   |  |  |  |  |                                       |  |       |
|---|---|--|--|--|--|---------------------------------------|--|-------|
| 1. Cooperator (Department Name):<br><b>Inyo County Sheriff's Department</b> |   |  |  | 2. National Forest:<br><b>Inyo National Forest</b>             |  |                                       |  |       |
| 3. Record (1)   |   | 4. Action Code (2)<br>(FS Use Only) U-Update |  | 5. Unit Identification (3-11)                                  |  |                                       | 6. Date (12-5)   |       |
|   |   |  |  | Region   | Forest   | State                                 | County   | Month |
|   |   |  |  | 05   | 04   | CA                                    | Inyo   | 2023  |
| 7. Patrol Units (16-18)   |   |  | 8. Search and Rescue Missions<br>Hours (19-22) |  |  | 9. Property Stolen (25-30)<br>Dollars |  |       |
|   |   |  |  |  |  |                                       |  |       |
| 10. Property Recovered (31-36)<br>Dollars                                   |   |  |  |  | 11. Controlled Substances Seized (37-45)<br>Dollars (Street Value) |                                       |  |       |
|   |   |  |  |  |  |                                       |  |       |
| 12. Record (1)  |   |  |  | 13. Number of Crimes Occurring on National Forest System Lands |  |                                       |  |       |
|   |   |  |  |  |  |                                       |  |       |
| 13a.<br>Item #<br>(16-17)   | 13b.<br>Type of Crime                               |  |  | 13c.<br>Coop Agreement<br>Reimbursed Activity<br>(18-20)       |  |                                       | 13d.<br>Non-Coop<br>Agreement<br>Activities<br>(21-23) |       |
| <b>PART I - FBI UNIFORM CRIME REPORTING</b>                                 |   |  |  |  |  |                                       |  |       |
| 01  | Criminal Homicide                                   |  |  |  |  |                                       |  |       |
| 02  | Forcible Rape                                       |  |  |  |  |                                       |  |       |
| 03  | Robbery   |  |  |  |  |                                       |  |       |
| 04  | Aggravated Assault                                  |  |  |  |  |                                       |  |       |
| 05  | Burglary - Breaking or Entering                     |  |  |  |  |                                       |  |       |
| 06  | Larceny - Theft (Except Motor Vehicle)              |  |  |  |  |                                       |  |       |
| 07  | Motor Vehicle - Theft                               |  |  |  |  |                                       |  |       |
| 08  | Arson   |  |  |  |  |                                       |  |       |
| <b>PART II - FBI UNIFORM CRIME REPORTING</b>                                |   |  |  |  |  |                                       |  |       |
| 09  | Other Assaults (simple)                             |  |  |  |  |                                       |  |       |
| 10  | Stolen Property by Buying, Receiving,<br>Possessing |  |  |  |  |                                       |  |       |
| 11  | Vandalism   |  |  |  |  |                                       |  |       |
| 12  | Weapons - Carry, Possessing                         |  |  |  |  |                                       |  |       |
| 13  | Narcotic Drug Law                                   |  |  |  |  |                                       |  |       |
| 14  | Driving Under the Influence                         |  |  |  |  |                                       |  |       |
| 15  | Liquor Laws   |  |  |  |  |                                       |  |       |
| 16  | Drunkenness   |  |  |  |  |                                       |  |       |
| 17  | Disorderly Conduct                                  |  |  |  |  |                                       |  |       |
| 18  | All Other Offenses                                  |  |  |  |  |                                       |  |       |
| <b>PART III - COOPERATOR ASSISTS</b>  |   |  |  |  |  |                                       |  |       |
| 19  | Assists to Forest Service Officers                  |  |  |  |  |                                       |  |       |
| 20  | Assists to Public                                   |  |  |  |  |                                       |  |       |

Remarks:  
**For Drug Enforcement**

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**USDA**  
**Forest Service**

**LAW ENFORCEMENT ACTIVITY**  
**REPORT**  
*(Ref. FSM 5300)*

**Agreement Number**  
20-LE-11051360-040

**Initial**  **Follow Up**

|   |  |  |  |  |        |                |      |
|---|--|--|--|--|--------|----------------|------|
| 1. Cooperator (Department Name):<br><b>Inyo County Sheriff's Department</b> |  |  | 2. National Forest:<br><b>Inyo National Forest</b>             |  |        |                |      |
| 3. Record (1)   | 4. Action Code (2)<br>(FS Use Only) U-Update | 5. Unit Identification (3-11)                  |  |  |        | 6. Date (12-5) |      |
|   |  | Region   | Forest   | State  | County | Month          | Year |
|   |  | 05   | 04   | CA   | Inyo   |                | 2023 |
| 7. Patrol Units (16-18)   |  | 8. Search and Rescue Missions<br>Hours (19-22) |  | 9. Property Stolen (25-30)<br>Dollars                              |        |                |      |
| 10. Property Recovered (31-36)<br>Dollars                                   |  |  |  | 11. Controlled Substances Seized (37-45)<br>Dollars (Street Value) |        |                |      |
| 12. Record (1)  |  |  | 13. Number of Crimes Occurring on National Forest System Lands |  |        |                |      |

| 13a.<br>Item #<br>(16-17) | 13b.<br>Type of Crime | 13c.<br>Coop Agreement<br>Reimbursed Activity<br>(18-20) | 13d.<br>Non-Coop<br>Agreement<br>Activities<br>(21-23) |
|---------------------------|-----------------------|--|--|
|---------------------------|-----------------------|--|--|

**PART I - FBI UNIFORM CRIME REPORTING**

|    |  |  |  |
|----|--|--|--|
| 01 | Criminal Homicide                      |  |  |
| 02 | Forcible Rape                          |  |  |
| 03 | Robbery                                |  |  |
| 04 | Aggravated Assault                     |  |  |
| 05 | Burglary - Breaking or Entering        |  |  |
| 06 | Larceny - Theft (Except Motor Vehicle) |  |  |
| 07 | Motor Vehicle - Theft                  |  |  |
| 08 | Arson                                  |  |  |

**PART II - FBI UNIFORM CRIME REPORTING**

|    |  |  |  |
|----|--|--|--|
| 09 | Other Assaults (simple)                          |  |  |
| 10 | Stolen Property by Buying, Receiving, Possessing |  |  |
| 11 | Vandalism  |  |  |
| 12 | Weapons - Carry, Possessing                      |  |  |
| 13 | Narcotic Drug Law                                |  |  |
| 14 | Driving Under the Influence                      |  |  |
| 15 | Liquor Laws                                      |  |  |
| 16 | Drunkenness                                      |  |  |
| 17 | Disorderly Conduct                               |  |  |
| 18 | All Other Offenses                               |  |  |

**PART III - COOPERATOR ASSISTS**

|    |                                    |  |  |
|----|------------------------------------|--|--|
| 19 | Assists to Forest Service Officers |  |  |
| 20 | Assists to Public                  |  |  |

Remarks:

For Patrol Enforcement

**NOTE:** This document is for OFFICIAL USE ONLY. It and its contents are not to be distributed outside your agency, nor duplicated, without prior approval of the USDA, Forest Service, Law Enforcement and Investigations.



# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 13, 2023

Reference ID:  
2023-3819

### New Wildfire Mitigation Advances for Homes, Communities, and Leaders

County Administrator - Emergency Services

NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Kristen Pfeiler, Wildfire Preparedness Coordinator

#### ITEM PRESENTED BY

Kristen Pfeiler, Wildfire Preparedness Coordinator

#### RECOMMENDED ACTION:

Receive a presentation from Yana Valachovic, a registered professional forester and scientist with the University of California, on new wildfire mitigation advancements.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

We often equate reducing community risk of wildfire with hazardous fuels reduction. While that is one component of it, new research highlights the importance of home hardening and building design. Yana Valachovic, a registered professional forester and scientist with the University of California, is a leader in developing and delivering local and state strategies to improve wildfire resilience. Yana will give a brief overview of her research findings and vision for her work, including efforts in Inyo and Mono Counties to inform fire safe solutions at many scales. Yana can speak to issues regarding policies and legislation, building design, planning and zoning, insurance, best practices for homeowners, and strategies for community leaders. Please bring your questions!

#### FISCAL IMPACT:

|                                   |     |             |  |
|-----------------------------------|-----|-------------|--|
| Funding Source                    | N/A | Budget Unit |  |
| Budgeted?                         | N/A | Object Code |  |
| Recurrence                        | N/A |             |  |
| <b>Current Fiscal Year Impact</b> |     |             |  |
|                                   |     |             |  |
| <b>Future Fiscal Year Impacts</b> |     |             |  |
|                                   |     |             |  |
| <b>Additional Information</b>     |     |             |  |
|                                   |     |             |  |

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

**APPROVALS:**

|                 |                               |
|-----------------|-------------------------------|
| Kristen Pfeiler | Created/Initiated - 5/25/2023 |
| Mikaela Torres  | Approved - 6/6/2023           |
| Darcy Ellis     | Approved - 6/6/2023           |
| Kristen Pfeiler | Final Approval - 6/8/2023     |





# INYO COUNTY BOARD OF SUPERVISORS

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ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 13, 2023

Reference ID:  
2023-3818

### Appointment to the Inyo County Local Transportation Commission Public Works ACTION REQUIRED

**ITEM SUBMITTED BY**

Justine Kokx, Transportation Planner

**ITEM PRESENTED BY**

Michael Errante, Public Works Director

**RECOMMENDED ACTION:**

A) Consider the Letters of Interest received for appointment to the Inyo County Local Transportation Commission (ICLTC); and B) Appoint one new Commissioner to represent Inyo County on the ICLTC.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Inyo County Local Transportation Commission (ICLTC) is authorized to act as the lead transportation planning and administrative agency for transportation projects and programs in Inyo County. It is intended that the coordinated efforts of the City of Bishop, County of Inyo, and State level representatives and their technical staff, through the ICLTC, will implement appropriate solutions to address overall County transportation needs. The ICLTC membership consists of three representatives appointed by the Inyo County Board of Supervisors and three representatives appointed by the Bishop City Council. Terms of office shall be designated by the Inyo County Board of Supervisors and the Bishop City Council.

In March 2023, Vice Chair of the ICLTC Commission, Doug Thompson, submitted his resignation. A Notice of Vacancy was advertised in the Inyo Register twice during the months of March and April for periods of ten days. Two letters of interest were received as a result of the advertisement. Interested parties are Ms. Deena Davenport of Independence, and Mr. Jefferey Ray of Lone Pine. Their letters of interest are attached to this agenda item. Per Board policy when there are more interested parties than positions available, staff reached out to both Ms. Davenport and Mr. Ray to extend the invitation to submit additional information about themselves. Both declined.

**FISCAL IMPACT:**

|                                   |     |                    |        |
|-----------------------------------|-----|--------------------|--------|
| <b>Funding Source</b>             | N/A | <b>Budget Unit</b> | 504605 |
| <b>Budgeted?</b>                  | N/A | <b>Object Code</b> |        |
| <b>Recurrence</b>                 | N/A |                    |        |
| <b>Current Fiscal Year Impact</b> |     |                    |        |
| N/A                               |     |                    |        |

**Future Fiscal Year Impacts**

N/A

**Additional Information**

The appointment of a commissioner is a requirement and has no fiscal impacts.

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

The Inyo County Local Transportation Commission (LTC) is required to have three representatives from Inyo County. Not appointing a commissioner would result in the potential for lack of quorum during meetings and delays in conducting the state-mandated and critical business of the LTC.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

City of Bishop; CalTrans

**ATTACHMENTS:**

1. Inyo Local Transportation Commission Organization & Procedure Manual/Claim Forms
2. Letter of Interest - Deena Davenport
3. Letter of Interest - Jeffrey Ray
4. Notices of Vacancy - Local Transportation Commission

**APPROVALS:**

|                 |                               |
|-----------------|-------------------------------|
| Justine Kokx    | Created/Initiated - 5/26/2023 |
| Darcy Ellis     | Approved - 5/26/2023          |
| John Pinckney   | Approved - 5/26/2023          |
| Michael Errante | Approved - 6/6/2023           |
| Darcy Ellis     | Approved - 6/6/2023           |
| Keri Oney       | Approved - 6/6/2023           |
| Nate Greenberg  | Final Approval - 6/7/2023     |





**INYO COUNTY LOCAL  
TRANSPORTATION COMMISSION  
ORGANIZATION AND PROCEDURE  
MANUAL**

**Amended September 2022**

## INTRODUCTION

The Inyo County Local Transportation Commission (ICLTC) Organization and Procedures Manual has been developed to provide the following:

1. Provide orientation and guidance for ICLTC Commissioners.
2. Provide operational guidance for ICLTC procedures and activities to ensure for the efficient and guideline compliant execution of ICLTC related business.

The State of California Business, Transportation and Housing Agency exercises the authority to establish guidelines for the expenditure of funds by the ICLTC. The statutory guidelines applicable to the ICLTC are as follows:

1. Government Code (GC) Sections 29530 et seq.
2. California Administrative Code (CAC) Sections 6600 et seq.
3. Public Utilities Code (PUC) Sections 99200 et seq.

These guidelines, inclusive with the Transportation Development Act, have been incorporated into this manual and where conflicts may arise with this manual and modified State guidelines in the future, the State guidelines shall supersede those presented in this manual.

## **INYO COUNTY LOCAL TRANSPORTATION COMMISSION (ICLTC)**

### **I. OVERVIEW**

#### **A. History**

The ICLTC was established pursuant to State Government Code Section 29535 on July 12, 1972, by resolutions of the Inyo County Board of Supervisors and the Bishop City Council. This entity was then designated as the transportation planning agency for Inyo County by the State Secretary of the Business, Transportation and Housing Agency.

#### **B. Purpose**

The ICLTC is authorized to act as the lead transportation planning and administrative agency for transportation projects and programs in Inyo County. It is intended that the coordinated efforts of City, County and State level representatives and their technical staff, through the ICLTC, will implement appropriate solutions to address overall County transportation needs.

The primary duties of the ICLTC consist of the following:

1. Administration of Transportation Development Act (TDA) funds.
2. Development and implementation of the Inyo County Regional Transportation Plan (RTP).
3. Preparation and implementation of the annual Overall Work Program (OWP).
4. Review and comment on the State Transportation Improvement Program (STIP).
5. The ICLTC is responsible for the preparation of the Regional Transportation Improvement Program (RTIP), in collaboration with Caltrans, and submitted for adoption by the California Transportation Commission (CTC).
6. Review and prioritize grant applications for various funding programs.

#### **C. ICLTC Membership**

The ICLTC membership consists of three representatives appointed by the Inyo County Board of Supervisors and three representatives appointed by the Bishop City Council. Terms of office shall be as designated by the Inyo County Board of Supervisors and the Bishop City Council. The designating authority, for each regular member it appoints, may designate an alternate representative to serve in place of the regular member when that party is absent or disqualified from participating in a meeting of the commission.

#### **D. Staffing**

Executive Director: The Executive Director of the ICLTC is appointed by the Inyo County Board of Supervisors. The Executive Director is responsible for the general administration of ICLTC activities.

ICLTC Secretary: The ICLTC Secretary is appointed by the Executive Director to maintain records, including meeting minutes and project files and to assist staff in preparation and dissemination of public notices, agendas, agenda packets and other official business.

Technical Staff: Technical (engineering, legal and planning) staffing services for the ICLTC are provided by Inyo County and the City of Bishop as needed.

#### E. Advisory Forum

Inyo County Social Services Transportation Advisory Council (SSTAC): The SSTAC is an advisory committee to the ICLTC addressing all transportation issues, including the transit needs of transit dependent-and transit disadvantaged persons. The SSTAC's input shall be incorporated with and made an integral part of the ICLTC's annual "Unmet Transit Needs" hearing and findings process. The representation requirements, terms of appointment and responsibilities of the SSTAC members are found in Section 99238 of the Transportation Development Act, Statutes and California Codes of Regulations.

## II. MEETINGS, QUORUMS, AGENDAS AND FEES

### A. Dates, Times and Locations of Meetings

Unless otherwise specified or amended, per Article 1, Section 5 of the ICLTC By-laws, the ICLTC will meet on the third Wednesday of every month. ICLTC meetings are usually convened at 9:00 a.m. at the City of Bishop Council Chambers, Bishop, California; except, the meetings convened in the first month of each quarter (January, April, July and October) which are scheduled to be conducted in Independence or other location in a southerly community in the County. The Chairperson of the ICLTC will confirm the designated meeting date and location of each ICLTC public hearing.

The chairperson of the ICLTC, at the recommendation of the Executive Director, may cancel the next regularly scheduled ICLTC meeting for the following reasons:

1. Lack of availability of ICLTC members to constitute a quorum.
2. Lack of agenda items to justify the time and expense to hold a regularly scheduled ICLTC meeting.

The Executive Director will notify each Commissioner and the media of the meeting cancellation at least forty-eight (48) hours prior to the scheduled meeting time.

### B. Quorums

Any four or more Commissioners in attendance at an ICLTC meeting shall constitute a quorum. All actions taken by a quorum at a noticed meeting shall be binding and carry the full force and effect of the ICLTC. All Commissioners and designated Alternates are subject to the provisions of the Brown Act.

### **C. Attendance by Alternate Commissioners**

When an active Commission member becomes aware that he or she will be unable to attend a Commission meeting, he or she shall notify the ICLTC Secretary. The ICLTC Secretary shall notify the alternate to fill the vacancy for the meeting involved. City alternates may not fill a County vacancy and County alternates may not fill a City vacancy.

### **D. Agendas**

**Deadline for Submission of Agenda Items:** All items, with support materials, to be placed on the agenda shall be presented to the Executive Director of the ICLTC no later than noon, seven calendar days prior to the respective ICLTC meeting date. Any items that require comments, analysis, legal review, etc. need to be submitted at least three weeks prior to the meeting depending on its complexity.

**Agenda Support Material Requirements:** In order for an item to be placed on any agenda, the following materials are to be submitted to the ICLTC Executive Director:

1. The exact title of the agenda item.
2. A brief report explaining the agenda item, the desired action of the ICLTC and a notation of any related staff reports and/or documents to be included in the ICLTC packets.
3. Sufficient copies of the reports and any staff reports and/or documents which are to be included in the ICLTC packets.

**Development and Dissemination by the Director of the Final Agenda:** The Executive Director of the ICLTC shall be responsible for assembling and disseminating the final ICLTC agenda and packets. These complete packets will be sent to all ICLTC members and the Caltrans District 9 Director and Transportation Planning Branch no later than five (5) days prior to the respective meeting.

### **E. Fees**

There are no fees paid to the Commissioners at this time. Periodically, the Commission may review its fee schedule and adjust or initiate the fees accordingly.

## **III. MAJOR ADMINISTRATIVE AND PLANNING FUNCTIONS**

### **A. Administrative Functions**

**Administration of Transportation Development Act (TDA) Funds:** The ICLTC is responsible for the allocation, payment and proper record keeping associated with the TDA and its funding mechanisms. The TDA addresses two major funding sources: the Local Transportation Fund (LTF) and the State

Transit Assistance Fund (STA). TDA funds can be utilized by the City of Bishop and the County of Inyo for transportation planning expenses related to administering the TDA, pedestrian and bicycle facilities, transit systems, and/or for street and road projects. STA funds are allocated to the transit operators and are a second source of TDA funding for transportation planning and mass transportation purposes. STA funds may not be allocated to fund administration or streets and road projects. Use of these funds is described further in Section IV.

**Oversight of County Federal Transit Administration (FTA) Grants:** The ICLTC is also responsible for the general oversight and coordination of FTA, 49 U.S.C. Chapter 53, Sections 5313(b), 5310 and 5311 projects generated within the County. These grants provide funding for transit planning and/or capital and/or operating costs associated with both elderly/handicapped and public transportation programs. Applicants must comply with all the regulations and administration procedures pertinent to FTA Grant requirements as specified by the State agency. The ICLTC reviews such grant applications in order to make several findings related to the type of clientele being served by each program, the extent to which such programs have coordinated services with other transportation providers and whether or not the services provided are consistent with the Regional Transportation Plan (RTP). Use of these funds is described further in Section IV.

**Administration of State and Regional Transportation Planning Funds:** The ICLTC is also responsible for the administration of State Planning Assistance funds which are allocated to the County for transportation planning purposes. These funds are also known as Transportation Planning and Development (TP&D) account funds. Each year the Commission is allocated a formula determined amount of these funds and is eligible to compete for an additional amount of discretionary funds.

## **B. Planning Functions**

**Regional Transportation Plan (RTP):** Chapter 2.5 of Title 17 of the California Government Code requires each Regional Transportation Planning Agency (RTPA) to prepare, or have prepared, a RTP. Updated RTPs are required to be submitted to the California Transportation Commission (CTC) and Caltrans by November 1<sup>st</sup>, every four (4) years in even numbered years.

**Regional Transportation Improvement Program (RTIP):** The State Legislation approved in 1989 per AB471/SB300 requires all RTPAs to prepare and submit an RTIP to the CTC by December 1<sup>st</sup> of odd numbered years. Guidelines for the development of RTIPs were adopted by the CTC in June 1990. Each RTIP shall cover the same seven year period to be addressed by the ensuing STIP.

**Overall Work Program (OWP):** The OWP is the ICLTCs means of securing funding and staffing in order to create, implement and expand upon those policies and actions outlined in the RTP. Maintaining an up-to-date OWP is critical to the ICLTCs functioning as the regional planning agency and must be adopted annually before July 1<sup>st</sup>.

**Social Services Transportation Action Plan:** The Social Services Act, specifically Sections 15973, 15975 and 15975.1 of the Government Code, requires that each Planning Agency develop: 1) an inventory of all Social Service Transportation Programs within its jurisdiction and 2) an action plan describing how to effectively and efficiently consolidate such services to the greatest extent possible. The inventories must be updated every four years and the action plan must be updated every two years.

This plan is useful in ICLTC review of FTA grant proposals and when making required findings prior to approving annual claims for LTF and STA funds.

#### **IV. FUNDING MECHANISMS, APPLICATION/CLAIM PROCEDURES AND AUDITS**

The following Sections A through F have been established by the guidance presented in the Transportation Development Act (TDA) Manual.

##### **A. Administration of Transportation Development Act (TDA) Funds**

1. Allocation Priorities: Before any allocation is made for a purpose not directly related to administrative duties required by the Act, public transportation services, specialized transportation services or facilities provided for the exclusive use of pedestrians and bicyclists, the requirements contained in the most current ICLTC Unmet Transit Needs Determination Procedure Manual must be satisfied. See Appendix 'B'.

The ICLTC shall make allocations from the TDA Fund annually in accordance with the following priorities:

1. To the ICLTC, such sums as are necessary to meet its expenses in the performance of the administrative duties assigned under the Act.
2. Thereafter, up to two percent (2%) of the remaining available funds county-wide may be set aside to be allocated for pedestrian and bicycle facilities anywhere in the County.
3. Thereafter, up to five percent (5%) of the remaining funds may be set aside to be allocated under Article 4.5 of the Act for "community transit services, including such services for those, such as the disabled, who cannot use conventional transit services." Claims may be filed under Article 4.5 of the Transportation Development Act.
4. Thereafter, to operators of public transportation systems, such monies as are approved by the ICLTC for claims presented pursuant to Article 4 Section 99260 of the P.U.C. Code; and to applicants contracting for public transportation services in accordance with Article 8 Section 99400(c).
5. Thereafter, to the County of Inyo and the City of Bishop such monies (up to and including the apportionment allowed based on the latest department of Finance figures) approved by the ICLTC for claims presented pursuant to Article 8, Section 99400(a) involving projects for local streets and roads including facilities provide for exclusive use by pedestrians and bicyclists.

##### **B. Claims Procedures**

Claims against the ICLTC Local Transportation Fund (LTF) and the State Transit Assistance Fund (STA) shall be submitted annually in accordance with the following procedures and time sequence. No monies shall be allocated from the fund by other governmental agencies except the ICLTC.



1. Prior to February 1<sup>st</sup>, the County Auditor shall furnish the ICLTC an estimate of local transportation funds which will be available for the ensuing fiscal year.
2. Prior to March 1<sup>st</sup>, the ICLTC shall determine the amount of funding which will be allocated in the ensuing year for administrative and planning services, if any.
3. Prior to the third Wednesday in May of each year, any applicant seeking to expend LTF or STA monies during the ensuing fiscal year shall submit a claim, or claims, to the Executive Director of the ICLTC on the forms set forth herein as Appendix "C."
4. On the third Wednesday in May of each year, the ICLTC shall hold a public hearing to obtain citizen input regarding unmet transit needs. The ICLTC Social Services Transportation Advisory Council (SSTAC) will be invited and encouraged to be present and participate at this public hearing.
5. Prior to the third Wednesday in June of each year, the Executive Director shall submit to the ICLTC a written report addressing all claims received with an analysis and recommendation on each claim.
6. During its regular June meeting of each year, the ICLTC will announce its findings to all interested parties and consider claims for streets and roads projects.
7. Prior to July 1<sup>st</sup>, annually, the ICLTC shall announce allocations for each claimant.
  - a. All allocations shall be made by ICLTC resolution.
  - b. Each allocation resolution shall present a finding that the proposed expenditure is not in conflict with the latest Inyo County Regional Transportation Plan. In addition, allocation resolutions for STA monies shall present the mandatory findings required by Section 6754 of the TDA.
  - c. Funds may be reserved for specific capital projects for up to three years in the future.
8. Allocations or reserves may be revised or rescinded during the fiscal year, but only under one of the following conditions:
  - a. If the allocation is repealed.
  - b. If the claimant is not spending the funds properly.
  - c. If the estimate of expenses was not accurate.
  - d. If needs differ because of changed circumstances.
  - e. If the claimant has deferred revenues from the previous Fiscal Year.
9. Prior to July 1<sup>st</sup> each year, the Executive Director shall prepare and forward to the County Auditor one allocation instruction for each claimant to advise the Auditor of the time and nature of the payment. Each instruction shall include all of the following:
  - a. A copy of the authorizing ICLTC resolution.
  - b. An identification number.
  - c. The date of the instruction.
  - d. The fiscal year of the allocation.

- e. The section of the Act authorizing the expenditure.
- f. The terms and conditions of payment.
- g. If the payment is to be from reserved funds, the name of the capital project shall be provided.

### **C. Federal Transit Administration (FTA) Grants**

The ICLTC reviews and ranks 49 U.S.C. Chapter 53, Sections 5313(b), 5310 and 5311 projects generated within the County. Using a scoring system provided by Caltrans, the ICLTC examines each grant application and assigns a numerical score which reflects the quality of the application. These scores are then forwarded to Caltrans for final statewide ranking and disposition to FTA. Examples of uses of these funds include the purchase of buses and special vans to transport handicapped individuals. Additional procedures applicable to FTA grants exist as follows:

- a. All 5310 applications are sent directly to Caltrans Headquarters for review and recommendations.
- b. 5311 applications are prepared by ICLTC staff and/or Inyo-Mono Transit and are subject to approval by the ICLTC prior to review by the Caltrans District Office. Caltrans District and Headquarters staff. Caltrans District and Headquarters staff provide recommendations and approval before these applications are considered for funding.
- c. Section 5311(f) applications are subject to advisory committee review prior to consideration of approval. These reviews and approvals are subject to the provisions of the publication "Section 5311 Handbook and Guide, April 2002, California Department of Transportation, Division of Mass Transportation."

### **D. State and Regional Transportation Planning Funds**

These funds are available to the ICLTC for planning purposes. Examples of planning tasks eligible for these funds include the preparation of the Overall Work Program (OWP) and the Regional Transportation Plan (RTP).

### **E. Annual Report to the Secretary**

Prior to October 1<sup>st</sup>, the Executive Director of the ICLTC shall, on the forms provided, submit to the Secretary an annual report which shall include:

- 1. The County Auditor's estimate of the monies available for allocation.
- 2. A list of the initial allocations for the current fiscal year, and of the final allocations for the previous year, identified by claimant and purpose.
- 3. A summary of the LTF for the previous fiscal year.

4. A summary of problems and proposed solutions to problems caused by the Act or the rules and regulations.

**F. Audits**

1. Annually and within 180 days after the end of the fiscal year, the Inyo County Auditor shall submit a report of a fiscal audit of the County Local Transportation Fund and the State Transit Assistance Fund to the ICLTC and to the Secretary. The audit shall be conducted by the State Controller, a certified public accountant, or public accountant.
2. The ICLTC shall transmit to the Secretary annually, within twelve months of the end of the fiscal year, a report of an audit of its fiscal accounts made by an independent entity.
3. The ICLTC shall every three years transmit to the Secretary a performance audit report made by an independent entity.
4. The ICLTC is responsible to ensure that all claimants submit fiscal and compliance audits to the Secretary within 180 days after the close of the fiscal year. An extension of 90 days may be granted by the ICLTC.
5. Based on the audit received from claimants; the ICLTC shall, if necessary, revise the current year allocation by subtracting deferred revenues from the previous fiscal year.
6. Operator claimants are also required to furnish performance audits triennially.
6. The Executive Director will report audit findings and recommended appropriate actions to the ICLTC. In addition, quarterly financial reports will be presented to the LTC for review.

**V. SUMMARY OF IMPORTANT DATES AND ACTIVITIES**

|                                  |  |
|----------------------------------|--|
| January 10                       | State Controller submits estimates of STA dollars to be available in the ensuing fiscal year.                          |
| February 1                       | County Auditor submits estimates of LTF dollars to be available in the ensuing fiscal year per Article 3 of the TDA.   |
| March 1                          | Draft OWP submitted to Caltrans.   |
| April 1<br>(Even numbered years) | CTC adopts STIP.   |
| May ICLTC Meeting                | Unmet Needs Hearing. Social Services Transportation Advisory Council presents recommendations for unmet needs hearing. |
| June ICLTC Meeting               | Unmet Needs Determination.   |

June 30  
(triennially)

The ICLTC submits a performance audit to the Director of Caltrans.

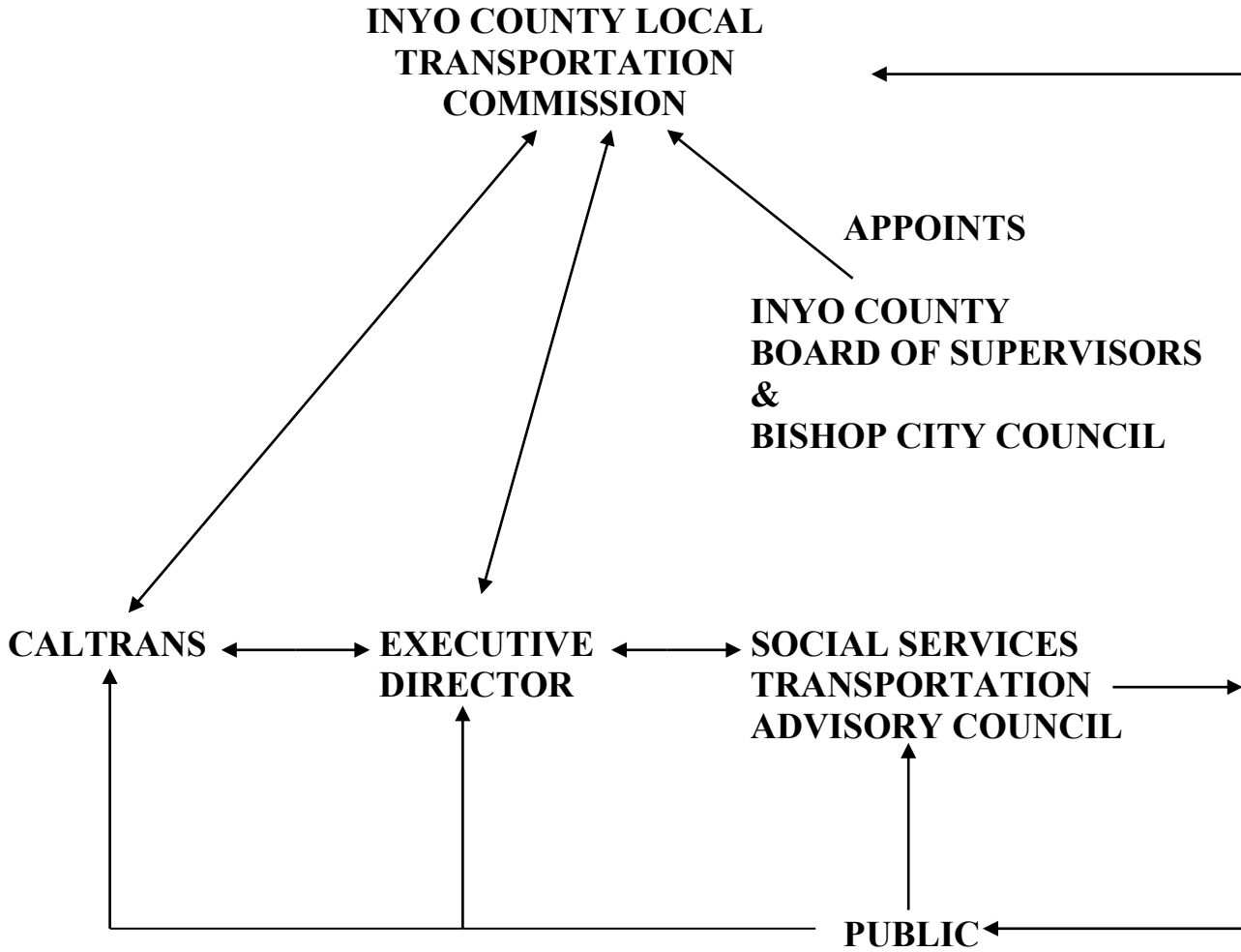
Before July 1

ICLTC adopts OWP for the next fiscal year and transmits copies to Caltrans with application for State and Regional Transportation Planning Funds.

December 1  
(even numbered years)

Updated RTP submitted to the CTC and Caltrans every four years.

# ORGANIZATIONAL CHART



APR 13 2023

Inyo County Administrator  
Clerk of the Board

Dear Mr. Greenburg,

I am reaching out to express interest in the vacant seat on the Transportation Commission, for County At Large Commissioner.

I feel very passionate about our roadways and finding ways to create safe crossings for our inhabitants, both human and animal. I enjoy solution-oriented volunteerism and understand the importance of compromise in our sparsely populated county.

I own Luxe Salon in Bishop, am a board member on the Friends of the Eastern California Museum board, as well as being president of Eastern Sierra Pride.

I am happy to answer any questions that you may have.

Sincerely,

Deena Davenport Conway

PO Box 313

Independence CA

93526

(415)823-0819

April 24, 2023

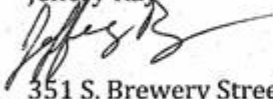
Darcy Ellis  
Assistant Clerk of the Board/Public Relations Liaison  
224 N. Edwards St.  
PO Drawer N  
Independence, CA 93526

Darcy,

I am a long time home owner and resident of Lone Pine and am interested in working with the County and City of Bishop, and State representatives through the Transportation Commission.

I have the advantage of 60+ years of working throughout the County as well as being a volunteer Fireman for 8 of those years. Having a family business along with supporting the communities various clubs and organizations has given me a fair amount of experience in many arenas.

Thank you,  
Jeffery Ray



351 S. Brewery Street  
Lone Pine, CA 93545  
(909) 376-0718

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

This space is for County Clerk's Filing Stamp

STATE OF CALIFORNIA,  
COUNTY OF INYO

I am a citizen of the United States  
and a resident of the County aforesaid.  
I am over the age of eighteen years,  
And not a party to or interested in the  
above-entitled matter. I am the principal  
clerk of the printer of the  
**The Inyo Register**

---

## Proof of Publication of Public Notice

### County of Inyo

*The Inyo Register* has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

**April 13<sup>th</sup>,**  
In the year of **2023**

I certify (or declare) under penalty of perjury  
that the foregoing is true and correct.

Dated at Bishop, California, on this  
**13<sup>th</sup> Day of April, 2023**

  
\_\_\_\_\_  
Signature

**NOTICE OF VACANCY  
LOCAL TRANSPORTATION  
COMMISSION**  
**NOTICE IS HEREBY GIVEN**  
that the Inyo County Board of Supervisors is now accepting letters of interest to fill one vacancy on the Inyo County Local Transportation Commission. The ICLTC is authorized to act as the lead transportation planning and administrative agency for transportation projects and programs in Inyo County. It is intended that the coordinated efforts of City, County and State level representatives and their technical staff, through the ICLTC, will implement appropriate solutions to address overall County transportation needs. The Commission is comprised of three (3) representatives appointed by the Inyo County Board of Supervisors and three (3) representatives appointed by the Bishop City Council. Commissioners serve at the will of the Board and City Council. If you are interested in serving on the Inyo County Local Transportation Commission, and have an interest in transportation conditions throughout Inyo County and in guiding regional transportation and mobility policies, please submit a letter of interest to the Assistant Clerk of the Board, P.O. Box N, Independence, CA 93526, dellis@inyocounty.us no later than Monday, April 24 at 5 p.m. For more information about the ICLTC, please contact Inyo County Public Works at 168. N. Edwards, Independence, or call (760-878-0202). (IR 04.13, 2023 #21460)



# PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,  
COUNTY OF INYO

I am a citizen of the United States  
and a resident of the County aforesaid.  
I am over the age of eighteen years,  
And not a party to or interested in the  
above-entitled matter. I am the principal  
clerk of the printer of the  
**The Inyo Register**


## County of Inyo

*The Inyo Register* has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

**March 25<sup>th</sup>, 28<sup>th</sup>, 30<sup>th</sup>,**  
**April 1<sup>st</sup>, 4<sup>th</sup>, 6<sup>th</sup>,**  
In the year of **2023**

I certify (or declare) under penalty of perjury  
that the foregoing is true and correct.

Dated at Bishop, California, on this  
**6<sup>th</sup> Day of April, 2023**

  
\_\_\_\_\_  
Signature

This space is for County Clerk's Filing Stamp

RECEIVED

APR 10 2023

Inyo County Administrator  
Clerk of the Board

## Proof of Publication of Public Notice

### NOTICE OF VACANCY LOCAL TRANSPORTATION COMMISSION

**NOTICE IS HEREBY GIVEN** that the Inyo County Board of Supervisors is now accepting letters of interest to fill one vacancy on the Inyo County Local Transportation Commission.

The ICLTC is authorized to act as the lead transportation planning and administrative agency for transportation projects and programs in Inyo County. It is intended that the coordinated efforts of City, County and State level representatives and their technical staff, through the ICLTC, will implement appropriate solutions to address overall County transportation needs. The Commission is comprised of three (3) representatives appointed by the Inyo County Board of Supervisors and three (3) representatives appointed by the Bishop City Council. Commissioners serve at the will of the Board and City Council.

If you are interested in serving on the Inyo County Local Transportation Commission, and have an interest in transportation conditions throughout Inyo County and in guiding regional transportation and mobility policies, please submit a letter of interest to the Assistant Clerk of the Board, P.O. Box N, Independence, CA 93526, dellis@inyocounty.us no later than Friday, April 7 at 5 p.m.

For more information about the ICLTC, please contact Inyo County Public Works at 168. N. Edwards, Independence, or call (760-878-0202). (IR 03.25, 03.28, 03.30, 04.01, 04.04, 04.06, 2023 #21439)

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,  
COUNTY OF INYO

I am a citizen of the United States  
and a resident of the County aforesaid.  
I am over the age of eighteen years,  
And not a party to or interested in the  
above-entitled matter. I am the principal  
clerk of the printer of the  
**The Inyo Register**


## County of Inyo

*The Inyo Register* has been adjudged a  
newspaper of general circulation by the  
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Oct. 5, 1953, Case Number 5414;  
that the notice, of which the annexed  
is a printed copy (set in type not  
smaller than non-pareil), has been  
published in each regular and entire  
issue of said newspaper and not in  
any supplement thereof, on the  
following date, to with:

**March 11<sup>th</sup>,**  
In the year of **2023**

I certify (or declare) under penalty of perjury  
that the foregoing is true and correct.

Dated at Bishop, California, on this  
**13<sup>th</sup> Day of March, 2023**

  
\_\_\_\_\_  
Signature

This space is for County Clerk's Filing Stamp

RECEIVED

**MAR 17 2023**

Inyo County Administrator  
Clerk of the Board

## Proof of Publication of Public Notice

### NOTICE OF VACANCY LOCAL TRANSPORTATION COMMISSION

**NOTICE IS HEREBY GIVEN**  
that the Inyo County Board of  
Supervisors is now accepting  
letters of interest to fill one va-  
cancy on the Inyo County Local  
Transportation Commission.  
The ICLTC is authorized to act  
as the lead transportation plan-  
ning and administrative agency  
for transportation projects and  
programs in Inyo County. It is  
intended that the coordinated  
efforts of City, County and  
State level representatives and  
their technical staff, through the  
ICLTC, will implement appro-  
priate solutions to address  
overall County transportation  
needs. The Commission is  
comprised of three (3) repre-  
sentatives appointed by the  
Inyo County Board of Supervi-  
sors and three (3) representa-  
tives appointed by the Bishop  
City Council. Commissioners  
serve at the will of the Board  
and City Council.

If you are interested in serving  
on the Inyo County Local  
Transportation Commission,  
and have an interest in trans-  
portation conditions throughout  
Inyo County and in guiding re-  
gional transportation and mo-  
bility policies, please submit a  
letter of interest to the Assis-  
tant Clerk of the Board, P.O.  
Box N, Independence, CA  
93526, dellis@inyocounty.us  
no later than Friday, April 7 at 5  
p.m.

For more information about the  
ICLTC, please contact Inyo  
County Public Works at 168. N.  
Edwards, Independence, or  
call (760-878-0202).

(IR 03.11, 2023 #21427)



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 13, 2023

Reference ID:  
2023-3832

### Adoption of Modified Fiscal Year 2022-2023 Board Approved Budget as the Preliminary Budget for Fiscal Year 2023-2024

County Administrator

ACTION REQUIRED

#### ITEM SUBMITTED BY

Denelle Carrington, Senior Budget Analyst

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

#### RECOMMENDED ACTION:

Request Board adopt the modified Fiscal Year 2022-2023 Board Approved Budget as the Preliminary Budget for Fiscal Year 2023-2024 and approve the Fixed Assets as recommended by staff (4/5's vote required).

#### BACKGROUND / SUMMARY / JUSTIFICATION:

##### *Preliminary Budget*

A budget must be adopted for the continuance of County operations into Fiscal Year 2023-2024. Therefore, it is the recommendation of the County Administrator that your Board adopt the Fiscal Year 2022-2023 Board Approved County Budget, modified as discussed below, as the Preliminary Budget (spending plan) for Fiscal Year 2023-2024 until your Board holds Budget Hearings and takes action to approve a Final Board Approved County Budget for Fiscal Year 2023-2024, which is expected to occur by Mid-September.

The Fiscal Year 2023-2024 Preliminary Budget, which includes all Funds within your Board's purview, contains \$122,262,728 in expenditures and \$109,572,122 in revenues. Of these totals, the General Fund portions are \$76,520,302 and \$68,098,769 respectively. This assumes a General Fund balance for the year ending June 30th of \$8,421,533. While Fund Balance will not be certified by the Auditor-Controller until September 5, 2023, the Preliminary Budget reliance on Fund Balance is somewhat misleading given the Preliminary Budget will not be close to fully expended prior to the Final Budget being approved based on actual Fund Balance.

##### *Rollover List*

Approving the Preliminary Budget is necessary to keep operations going until the passage of the Final Budget. As part of the Preliminary Budget approval process, your Board authorizes a list of specific expenditures that would not otherwise be included in the rollover budget but are expected to be undertaken during the "dry period". These do not increase the size of the previous year's budget. This list traditionally includes all capital and road projects currently underway, necessary contracts, fixed assets,

and any other necessary and justified expenditure.

As submitted, the Preliminary Budget includes the following fixed assets, capital projects that are ongoing, and items that were encumbered and ordered but have not yet been received.

| Budget                               | Budget # | Object Code | Amount    | Description  |
|--------------------------------------|----------|-------------|-----------|--|
| Board of Supervisors                 | 010100   | 5650        | \$9,000   | Board Room ADA Podium  |
| Board of Supervisors                 | 010100   | 5700        | \$50,000  | Final billings for Streaming Project   |
| Bishop Airport                       | 150100   | 5232        | \$2,000   | Replacement Badge Printer  |
| Bishop Airport                       | 150100   | 5650        | \$520,000 | Purchase of 1 large tractor with snow removal attachments and Purchase of 1 4WD Dump Truck with 14' Plow Blade for runway snow removal. Item requested in the preliminary budget to order as early as possible for delivery prior to the winter season |
| Bishop Airport                       | 150100   | 4552        | \$468,000 | FAA Grant revenue for the purchase of equipment listed above   |
| Bishop Airport                       | 150100   | 4998        | \$52,000  | Operating Transfer from the Bishop Airport Improvement Budget for the required grant match to purchase equipment listed above  |
| Bishop Airport Improvement - Special | 630303   | 5801        | \$52,000  | Operating Transfer into the Bishop Airport Budget for the required match for the purchase of equipment listed above  |
| Bishop Air Environmental Assessment  | 630306   | 5265        | \$51,563  | Current Contract Encumbrance   |
| Cal Animal Spring Grant              | 621400   | 5232        | \$31,870  | Current Encumbrance  |
| CAO-ACO                              | 010201   | 5650        | \$20,000  | Contingency/Capital Purchases  |
| CAO-ACO                              | 010201   | 5232        | \$6,000   | Contingency/Capital Purchases  |
| CAO - General Relief Fund            | 010205   | 5650        | \$40,000  | Encumbrance for Generac Power Systems  |
| CAO - General Relief Fund            | 010205   | 5539        | \$8,000   | Possible Swift Water Teams Expense   |
| COC - Continuum of Care              | 055900   | 5265        | \$300,000 | HHAP funding contract  |
| Computer Upgrade                     | 011808   | 5232        | \$75,000  | Emergency Computer Equipment Purchases   |
| Computer Upgrade                     | 011808   | 5650        | \$119,000 | Purchase of OneBlox Storage Utility  |

|                              |        |      |           |  |
|------------------------------|--------|------|-----------|--|
| Consolidated Office Building | 011809 | 5232 | \$25,000  | Emergency Purchases  |
| CSA 2                        | 810001 | 5700 | \$70,000  | Sewer Construction   |
| Deferred Maintenance         | 011501 | 5640 | \$667,125 | Courthouse HVAC Design Project Continuation  |
| Deferred Maintenance         | 011501 | 5640 | \$295,000 | Animal Shelter Project Continuation  |
| Deferred Maintenance         | 011501 | 5640 | \$50,000  | Completion of Juvenile Hall Roof   |
| Deferred Maintenance         | 011501 | 5650 | \$28,000  | Encumbrance - Boiler Temp, Propane Dryer and Reznor  |
| ESAAA                        | 683000 | 5640 | \$25,000  | Doors for Senior Centers (Lone Pine and Bishop)  |
| ESAAA                        | 683000 | 5700 | \$24,788  | Tecopa remodel and Walk-in freezer project   |
| Health - General             | 045100 | 5232 | \$50,000  | Purchase of furniture for CPS move - already in progress   |
| Independence Airport         | 150300 | 5700 | \$150,000 | Hanger rebuild - in progress   |
| Information Services         | 011801 | 5232 | \$5,000   | Emergency computer purchases   |
| Information Services         | 011801 | 5122 | \$42,000  | County-wide cell phone billing   |
| Information Services         | 011801 | 5700 | \$130,000 | Possible purchase of permitting software program for Public Works, Planning, Environmental Health and City of Bishop |
| Inyo Mosquito Abatement      | 154101 | 5265 | \$750,000 | Funding for two Aerial Mosquito Abatement Flights - <b>WILL ONLY OCCUR IF THERE IS REIMBURSEMENT FUNDING.</b>        |
| Inyo Mosquito Abatement      | 154101 | 4819 | \$750,000 | Offsetting revenue for two Aerial Flights  |
| Inyo Mosquito Abatement      | 154101 | 5311 | \$80,000  | Insecticide Purchase   |
| Jail Security Project        | 022706 | 5265 | \$100,000 | Security Upgrade Project   |
| LP/DV Airport Improvement    | 150502 | 5700 | \$168,627 | Current construction contract  |
| Mental Health                | 045200 | 5232 | \$5,000   | Purchase of dryer for Progress House   |
| Motor Pool - Operating       | 200100 | 5655 | \$80,000  | Purchase and equip 1 vehicle for the Sheriff's department  |
| Office of Disaster Services  | 023700 | 5650 | \$12,876  | Encumbrance for Generac Power Systems  |
| Parks & Recreation           | 076998 | 5640 | \$60,000  | Project Continuation - vault toilets   |

|                              |        |      |             |  |
|------------------------------|--------|------|-------------|--|
| Parks & Recreation           | 076998 | 5232 | \$11,535    | Purchase of Bear Savers - already ordered  |
| Per Capita Grant             | 670200 | 5620 | \$40,900    | Vault Toilet - currently in progress   |
| Public Works                 | 011500 | 5265 | \$100,000   | Survey Contract  |
| RAN                          | 056610 | 5650 | \$32,000    | Replacement LiveScan Machine - currently in the works  |
| Recycling & Waste Management | 045700 | 5620 | \$20,000    | Shade Structure - purchase currently in progress   |
| Risk Management              | 010900 | 5232 | \$2,500     | Emergency purchase of chairs for other departments   |
| Road                         | 034600 | 5717 | \$100,000   | N. Round Valley Bridge Replacement - construction and inspection   |
| Road                         | 034600 | 5232 | \$2,500     | Encumbrance for radios and emergency computer purchase   |
| Road                         | 034600 | 5655 | \$594,766   | Encumbered items - purchase of 4 vehicles for Road   |
| Road                         | 034600 | 5650 | \$349,526   | Encumbered items - purchase of Semi-construction trailer; Felling trailer deck over ramp; International Snow Plow truck; and Freightliner Dump Truck |
| Road Projects - State Funded | 034601 | 5735 | \$20,000    | Continuation of Road Projects  |
| Road Projects - State Funded | 034601 | 5736 | \$80,000    | Continuation of Road Projects  |
| Road Projects - State Funded | 034601 | 5709 | \$175,000   | Continuation of Road Projects  |
| Road Projects - State Funded | 034601 | 5715 | \$100,000   | Continuation of Road Projects  |
| Road Projects - State Funded | 034601 | 5708 | \$76,773    | Continuation of Road Projects  |
| Sheriff - General            | 022700 | 5313 | \$10,000    | Purchase of Ammunition   |
| Sheriff - General            | 022700 | 5650 | \$23,418    | Current encumbrance  |
| Sheriff - General            | 022700 | 5650 | \$20,000    | Project Continuation - purchase and installation of carport in the desert  |
| Sheriff - General            | 022700 | 5700 | \$20,935    | Current encumbrance - radio project  |
| Tecopa Lagoon Phase II       | 643111 | 5700 | \$184,148   | Project Continuation   |
| OASDI                        | 011600 | 5158 | \$275,000   | Payment of Insurance Premiums due by July 30, 2023   |
| Workers Comp                 | 500902 | 5158 | \$1,850,000 | Payment of Insurance Premiums due by July 30, 2023   |

|                                      |         |      |             |  |
|--------------------------------------|---------|------|-------------|--|
| Public Liability                     | 500903  | 5158 | \$1,600,000 | Payment of Insurance Premiums due by July 30, 2023 |
| Medical Malpractice                  | 500904  | 5158 | \$70,000    | Payment of Insurance Premiums due by July 30, 2023 |
| All Budgets with Salaries & Benefits | Various | 5024 | \$7,032,729 | Unfunded Liability payments to be paid in July     |

This year's Preliminary Budget again resists inclusion of department requests for certain appropriations associated with projects and purchases which would typically (and appropriately) not be considered for funding until the regular Budget Hearings. This affects department requests for "dry period" funding for discretionary purchases and projects, some of which have been long in the pipeline, and some that might need to be funded with categorical monies or Operating Transfers. If these projects and purchases were approved in the Preliminary Budget, they would essentially pre-empt your Board's further consideration and budget flexibility during the Budget Hearings or approval of the Final County Budget. This is particularly important in situations when the project or purchase needs to be funded with an Operating Transfer (e.g. General Fund, Geothermal Royalties, etc.) that could be used for other budget needs once those needs are fully identified through the full budget process.

**FISCAL IMPACT:**

|  |  |                    |                  |
|--|--|--------------------|------------------|
| <b>Funding Source</b>                                    | General Fund / Non-General Fund / Grant Funded | <b>Budget Unit</b> | All Budgets      |
| <b>Budgeted?</b>   | Yes  | <b>Object Code</b> | All object codes |
| <b>Recurrence</b>  | Annual Preliminary Budget Adoption             |                    |                  |
| <b>Current Fiscal Year Impact</b>                        |  |                    |                  |
| This is the standard annual Preliminary Budget Adoption. |  |                    |                  |
| <b>Future Fiscal Year Impacts</b>                        |  |                    |                  |
|  |  |                    |                  |
| <b>Additional Information</b>                            |  |                    |                  |

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

Your Board could decline to adopt the Preliminary Budget as presented, however, this is not recommended because a spending plan needs to be in place by July 1, 2023 for continuation of operations prior to adoption of a Final Board Approved Budget for Fiscal Year 2023-2024. Your Board could also choose to adopt a Preliminary Budget that modifies the amounts presented here. This option is also not recommended because the Board must have a spending plan in place for Fiscal Year 2023-2024, which commences on July 1, 2023, and because your Board should conduct Budget Hearings before higher spending levels are adopted for Fiscal Year 2023-2024. Alternately, your Board could otherwise modify or reduce the rollover list and consider the eliminated item(s) as part of the Fiscal Year 2023-2024 Budget Hearings.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

**APPROVALS:**

Denelle Carrington  
Darcy Ellis

Created/Initiated - 6/1/2023  
Approved - 6/2/2023

Denelle Carrington  
Amy Shepherd  
Nate Greenberg

Approved - 6/5/2023  
Approved - 6/5/2023  
Final Approval - 6/5/2023





# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 13, 2023

Reference ID:  
2023-3805

### Amendment of the Fiscal Year 2022-2023 Sheriff Budget Sheriff

ACTION REQUIRED

#### ITEM SUBMITTED BY

Office of the Sheriff

#### ITEM PRESENTED BY

Stephanie Rennie, Sheriff

#### RECOMMENDED ACTION:

- A) Amend the Fiscal Year 2022-2023 Sheriff General Budget (022700) as follows: increase estimated revenue in AB443 - Sheriff Revenue Code No. (4486) by \$18,000 and increase appropriation in Equipment Object Code (5650) by \$18,000 (4/5ths vote required); and
- B) Authorize the purchase and installation of a carport in an amount not to exceed \$18,000, payable to Complex Steel Buildings.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Deputies and vehicles assigned to the Shoshone area experience severe wind and temperature changes throughout their deployment in the desert area. A carport will provide shade and protection from extreme conditions. Deputies currently experience internal vehicle temperatures over 200 degrees Fahrenheit during the summer months, possibly creating a health risk to our staff and increased liability to the County. Preservation of County assets assigned to the area would also be increased. We are asking for approval over the low quote due to unforeseen costs associated with other county departments.

The project consists of purchasing a new steel shade structure from Complex Steel Buildings in Hemet, CA for a total of \$13,748.75. This price includes a Memorial Day Discount and can be compared with Shadow Mountain Feed in Pahrump who provided a phone quote for the cost and installation for \$17,830 without tax, permit cost, and planning. Interstate Steel Structures In San Jacinto, CA also provided a quote for \$14,678.08.

#### FISCAL IMPACT:

|   |  |                    |           |
|---|--|--------------------|-----------|
| <b>Funding Source</b>   | Non-General Fund AB443 Rural County Sheriff's Allocation | <b>Budget Unit</b> | 022700    |
| <b>Budgeted?</b>  | Yes  | <b>Object Code</b> | 4486/5650 |
| <b>Recurrence</b>   | One-Time Expenditure                                     |                    |           |
| <b>Current Fiscal Year Impact</b>   |  |                    |           |
| Up to \$18,000. There is sufficient fund balance in the AB443 Trust to fund this request. |  |                    |           |
| <b>Future Fiscal Year Impacts</b>   |  |                    |           |
| N/A   |  |                    |           |

## Additional Information

### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Deny the budget amendment and direct staff to find other funding options.

### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Planning; Building and Safety

### ATTACHMENTS:

1. Carport Quote/Interstate Steel Structures
2. Carport Quote/Complex Steel Buildings

### APPROVALS:

|                    |                               |
|--------------------|-------------------------------|
| Riannah Reade      | Created/Initiated - 5/17/2023 |
| Darcy Ellis        | Approved - 5/23/2023          |
| Riannah Reade      | Approved - 5/31/2023          |
| John Vallejo       | Approved - 6/6/2023           |
| Denelle Carrington | Approved - 6/6/2023           |
| Amy Shepherd       | Approved - 6/6/2023           |
| Nate Greenberg     | Approved - 6/7/2023           |
| Stephanie Rennie   | Final Approval - 6/8/2023     |





# INTERSTATE STEEL STRUCTURES

831 S.State St., San Jacinto CA 92583

Ph: 951.654-2005 - Fax: 951.654.2008 - 1.888.654.2435

www.interstatesteelstructures.com

CA LIC# 1032276 AZ LIC# 322981

GL#SIZGL0533A245381 - WC#ON1102401

ISS OFFICE USE ONLY

## CUSTOMER INFO

|                   |      |             |  |
|-------------------|------|-------------|--|
| Name:             |      | Company:    |  |
| Address:          |      | City:       |  |
| State:            | Zip: | County:     |  |
| Install Location: |      |             |  |
| Work Phone:       |      | Home Phone: |  |
| Email:            |      |             |  |

## AUTHORIZED DEALER INFO

DATE SOLD: \_\_\_\_\_

|          |
|----------|
| Name:    |
| Contact: |
| Address: |
| Phone:   |
| Fax:     |
| Email:   |

## SPECIFICATIONS

26 Gauge Panel  
(Additional fee)

29 Gauge Panel  
(No Additional Fee)

| COLORS          | TOP | SIDE | TRIM   | QTY | UNIT PRICE |
|-----------------|-----|------|--|-----|------------|
| CERTIFIED UNIT  | YES | NO   | <i>If yes, plans are required at an additional fee. PERMIT #</i> |     |            |
| CUSTOM SIZE     |     |      |  |     |            |
| SIZE            |     |      |  |     |            |
| ROOFSTYLE       |     |      |  |     |            |
| LEG HEIGHT      |     |      |  |     |            |
| 1 SIDE CLOSED   |     |      |  |     |            |
| 2 SIDES CLOSED  |     |      |  |     |            |
| CLOSED ENDS     |     |      |  |     |            |
| GABLE ENDS      |     |      |  |     |            |
| EXTRA PANELS    |     |      |  |     |            |
| CUT PANEL FEE   |     |      |  |     |            |
| EXTRA FRAME BOW |     |      |  |     |            |
| EXTRA BRACING   |     |      |  |     |            |
| PEAK BRACING    |     |      |  |     |            |
| GARAGE DOORS    |     |      |  |     |            |
| WINDOWS         |     |      |  |     |            |
| WALK-IN DOORS   |     |      |  |     |            |
| ANCHORS         |     |      |  |     |            |
| OTHER           |     |      |  |     |            |
| PANEL GAUGE     |     |      |  |     |            |
| SPECIAL NOTES:  |     |      |  |     |            |

|   |  |
|---|--|
| PRICE   |  |
| % RATE  |  |
| SUBTOTAL  |  |
| Service Fee<br><small>Collected by Authorized Dealer</small>              |  |
| TOTAL   |  |
| CERTIFIED PLANS   |  |
| PRE-FAB FEE   |  |
| ADDITIONAL LABOR<br><small>IF MORE THAN 3" UNLEVEL FEE WILL APPLY</small> |  |
| DELIVERY FEE  |  |
| EQUIPMENT RENTAL FEE  |  |
| OTHER:  |  |
| <b>BALANCE DUE</b>  |  |

|                                   |          |        |                           |
|-----------------------------------|----------|--------|---------------------------|
| IS THE LOT CURRENTLY LEVEL*?      | YES      | NO     | <b>LOT MUST BE LEVEL!</b> |
| IS ELECTRICITY AVAILABLE?         | YES      | NO     |                           |
| IS THE CARPORT BEING INSTALLED ON | CONCRETE | GROUND | OTHER                     |

If lot is not level at time of installation, return trip fees and or additional labor charges will apply.  
 \* Frame is 1' shorter than roof length (Example: a 12' x 21' Carport, Your physical footprint is 12' x 20' outside to outside dimensions, has a 6" overhang on each end)\*

**\*\*\*LEAK WARRANTY IS VOID ON UNITS LONGER THAN 30'. ONLY VERTICAL UNITS LONGER THAN 30' WILL BE COVERED\*\*\***

\_\_\_\_\_  
INITIAL Buyer shall be solely responsible for, and shall obtain, any necessary city or county permits prior to commencement of installation.

\_\_\_\_\_  
INITIAL This purchase agreement ("The Agreement") is made by and between Interstate Steel Structures, a California corporation, and \_\_\_\_\_ (the "Buyer").

\_\_\_\_\_  
INITIAL After being fully educated about ISS's various products including certified units, Buyer agrees, to buy and ISS agrees to sell the items described above, pursuant to the terms of this agreement.

\_\_\_\_\_  
INITIAL Buyer has read and understands the terms of this agreement, including the terms and conditions contained on page 2 of this document, which terms are expressly incorporated herein by reference, as well as any and all relevant warranty information, and agrees to be bound by same.

\_\_\_\_\_  
INITIAL Site Specific Plans are to be paid in full prior to ISS placing the order with the Engineer. Generic Plans are to be paid in full prior to ISS shipping them out to the customer. Plans are separate from the order, as they are a tangible item that is sold to the customer and is non-refundable

|   |          |                    |          |  |
|---|----------|--------------------|----------|--|
| <b>X</b>                                    | <b>X</b> | <b>X</b>           | <b>X</b> | *See Page 7 for for Three Day right to cancel. |
| Customer Signature                          | Date     | Dealer Signature   | Date     |  |
| <b>X</b>                                    | <b>X</b> | <b>X</b>           | <b>X</b> |  |
| Customer Signature (Installation Completed) | Date     | ISS Representative | Date     |  |



THIS INSTALLATION AND SALE AGREEMENT (THIS "AGREEMENT") IS ENTERED INTO BY AND BETWEEN INTERSTATE STEEL STRUCTURES ("ISS") AND THE INDIVIDUAL LISTED ON THE LAST PAGE ("YOU" OR "CUSTOMER") AS OF THE DATE WRITTEN.

THIS AGREEMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS AND EXCLUSIONS THAT APPLY TO YOU. PLEASE READ IT CAREFULLY.

**SITE INSTRUCTIONS AND REQUIREMENTS**

1. **Anchoring:** All units being installed on a concrete slab are to be secured with concrete wedge anchors. (For foundation requirements see 2. Foundations). All units being installed on dirt or gravel pad will be pinned down with temporary rebar pin anchors, ISS highly recommends adding mobile home anchors or rock anchors, additional charges will apply, see an ISS authorized dealer for pricing. All units being installed on an asphalt pad will be pinned down with temporary rebar pin anchors, ISS highly recommends adding asphalt anchors, additional charges will apply, see an ISS authorized dealer for pricing. ISS will be released of all liability for damage to the structure or property on units being installed on a dirt, gravel, or asphalt pad that are only pinned down with rebar pin anchors, and do not use the proper ISS recommended anchors, all warranties will automatically be voided. Anchor type and quantities will vary per state, per plan requirements.

2. **Foundation:** Standard foundations for installation are: ground, gravel, asphalt, or concrete. Any other type of foundation may have additional fees associated with the installation. Please ask an ISS rep for more details.

2b. **Standard Installation Surfaces Details:**

**Option 1:** Standard installation (No additional fees) on units being installed on Concrete foundations must measure 6" wider and 6" longer than the physical footprint of the unit. For Example: a 12' x 21' (20' Base Rail) x 7' Tall garage, will require the concrete foundation to measure a minimum of 12'6" wide x 20'6" long, outside to outside. The concrete foundation must be level and square.

**Option 2:** Upgrade Option (additional fees will apply, see an ISS authorized dealer for pricing) Units being installed on a concrete foundation with the upgrade to the interior anchor system (See page 7 for additional details) the concrete foundation will measure exactly the same size as the physical footprint of the building. For Example: a 12' x 21' (20' Base Rail) x 7' tall garage, will require the concrete foundation to measure exactly 12' wide x 20' long outside to outside. The concrete foundation must be level and square. For additional information see page 7 Upgrades.

**Option 3:** Dirt Gravel, & asphalt installation: Standard installation for units being installed on a Dirt, Gravel or Asphalt pad, will be secured with temporary pin anchors. The temporary pin anchors are only used to pin the unit in place, not to secure it from any up-lift winds. You will need to upgrade to Mobile Home Anchors, Rock Anchors, or Asphalt Anchors to meet the minimum ISS requirements for wind rating. If the customer declines the upgrade, and all warranties will automatically be voided.

**Option 4:** Any other type of surface will be assessed per job, please see an ISS authorized dealer for additional pricing.

3. **Layout of Structure:**

- a. Height: The height listed on the order form is measured by the wall/leg height of the unit. NOT the peak. The height will increase to the center peak, in relation to the roof style and width of unit.
- b. Length: There are 6 inches of overhang off the front and back ends, with a roof line one foot longer than the framing. (Example: 21 foot long building has a 20-foot base rail.
- c. Ends/Sides: The front/back of the unit is the width and the sides are the length where the legs/posts sleeve into the base rails that run the length of the structure along the ground on each side. Dimensions are based on outside to outside measurements.

4. **Customer's Responsibility:**

- a. It is the Customer's sole responsibility to measure the installation site to ensure dimension outlined on the order form will fit at the site. If the unit will not fit in the area or cannot be installed per the customer's measurements provided, a 25% restocking fee will be applied to the total on top of costs accrued by the changes needed to the unit. Please note: If side end panels are to be installed, the crew will need at least 2 feet of clearance around the outside to be able to work around and bolt paneling.
- b. The lot must be level within 3 inches from side to side and front to back where the unit is to be installed. If the lot is not level, an onsite leg cut fee will be determined by the slope and size of the building. If crew cannot install due to the slope, a return fee of \$650 will be applied.
- c. Entire install site must be clear and empty of any vehicles, debris etc. or a stand by or build over fee will apply. A standby fee of \$150 per hour will be applied to the balance due if the installation site is not ready the day of install. A build over fee for working over a trailer/vehicle/debris that cannot be moved will be \$50 for every 5 feet of the building length. (Example: 21-foot-long building will have a build over fee of \$200). Time frames may vary due to traffic, and the site must be ready the scheduled day of installation.
- d. The Customer is responsible for obtaining all required permits and will obtain and have approved all such permits prior to installation. ISS will not be liable for any ordinance code violations. Unless you pull a permit and purchase a certified structure it is not guaranteed to meet any certain wind and snow load rating. Interstate Steel Structures will not be responsible for any damage to a unit due to snow/wind if customer does not purchase engineered drawings.

5. **Location of Underground Utilities:** It is the sole responsibility of the Customer to provide the installers with the location of any underground cables, gas lines, or other utilities. This may include contacting the utility company to request that the locations of underground utilities be marked. ISS shall not be responsible for damage to any underground utilities or any items or vehicles left around the jobsite.

6. **Site Access:** If delivery/installation truck cannot access the build site within 100 feet there will be an additional "Labor Charge" fee of no less than seventy-five dollars (\$75.00) per hour. Labor Charge also applies if installers are required to dig, cut frame to level, or carry materials further than a reasonable distance. If the truck cannot reach the job site and is located at an unreasonable distance, the job may be rescheduled and a return trip fee (\$150.00) will be charged. If you are a business and have time restrictions for when our crews can install, this will affect your pricing and you will need to notify your sales rep prior to the install.

- a. **Equipment Rental Fee:** The Equipment Rental Fee may be waived if the customer provides their own lift equipment. However, it is only applicable if the equipment meets the minimum requirement of a 6k Reach Lift, all terrain. If the equipment does not meet the minimum requirements, then additional fee will be applied.

**YOU HAVE READ AND UNDERSTAND CUSTOMER RESPONSIBILITY SECTION**

## PAYMENT, CANCELLATION, AND RISK OF LOSS

7. **Authorized Dealer Service Fee:** (Minimum 10% and may not exceed 20%) must be paid prior to the order being submitted to ISS for processing. A minimum of 30%, and may not exceed 40% progress payment will be due once manufacturing begins. Final payment is due upon completion and can be made by cash, check, or credit card. Additional payments and/or deposit schedules may be required by ISS at ISS's sole discretion.

### **8. Refund/Cancellation fee:**

**\*\*\*In the event the buyer cancels the order, buyer shall receive no refund on the service fee\*\*\***

- a. There will be no refunds or cancellation of an order once the unit has been manufactured. If a job is canceled on-site or once manufacturing has started, a 25% cancellation fee will be immediately due and payable.
- b. If an order is canceled prior to manufacturing, the deposit can be refunded but will incur a transaction fee NO LESS THAN \$50 or 25% of the deposit amount.

### **9. Prices, Payment and Risk of Loss**

- a. Prices contained in ISS's published price lists, if any, are subject to change without notice. Prices in individual written quotations or proposals are firm only for a period of 30 days from the date of the quotation after which time Customer should inquire of ISS as to their validity and request a written confirmation. All prices are in United States dollars. Customer shall pay all government fees levied on the installation and inspection of the goods. Customer shall pay upon receipt all invoices due.
- b. This Agreement is for the delivery and erection of fabricated metal structure(s) and the goods shall be delivered F.O.B the Customer's place of delivery. Risk of loss passes to the Customer upon tender of the goods to the customer. ISS breach of agreement shall not affect the passing of the risk of loss to Customer notwithstanding any provision of law to the contrary. It is customer's responsibility to ensure that the structure is covered under Customer's insurance.
- c. ISS may unilaterally change prices to cover increased costs required by changes requested by Customer after the date of any quotation.
- d. All amounts not paid to ISS when due shall incur a carrying charge of 12% per annum or the maximum allowed by applicable state law, whichever is higher.
- e. All amounts due upon installation or other event which requires the action or cooperation of Customer which Customer fails to supply in a timely manner shall become due upon such failure.
- f. If payment is made by check and the check is returned NSF. Customer will be responsible for additional expenses incurred by ISS as a result of the returned check. ISS reserves the right to charge additional fees as allowed by law for checks returned NSF. These fees may include a \$20 service charge.

## DELIVERY AND INSPECTION

10. Delivery, Shipping and installation dates are estimated based on ISS's present engineering and manufacturing capacity and scheduling, and may be revised by ISS upon receipt or scheduling of Customer's order. All shipping dates are approximate and shall be computed from the date of entry of the order on ISS books. All shipping dates are further subject to ISS's prompt receipt from customer of a written purchase order acceptance, letter of credit, down payment, and other conditions as specified in the Agreement and of all drawings, information and approvals necessary to provide the goods. Customer acknowledges that the installation date may change due to circumstances out of ISS's control (weather, accidents, etc.)

### **11. Delay of Shipment or Performance Excused for Various Reasons.**

- a. If shipment of any item or other performance by ISS is delayed at the request or due to the fault of the Customer, ISS may at its option hold The item at the place of manufacture at the risk and expense of the Customer from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment for an item shall be due and payable 30 days after the Customer is notified that the item is ready for shipment. If ISS is unwilling or unable to accommodate the Customer by holding such item, the Customer shall accept shipment immediately.
- b. Dates for ISS's performance are estimates only. In addition, ISS shall not be in default because of its delay or failure to deliver or perform resulting, in whole or in part, from: (i) any foreign or domestic embargoes, seizures, acts of God, insurrections, war, or the adoption or enactment of any law, ordinance, regulation, ruling or order, or, (ii) the lack of usual means of transportation, fires, floods, explosions, strikes or any other accidents, contingencies, or events, at ISS or its supplier's plan or elsewhere (whether or not beyond ISS's control) which directly or indirectly interfere with or render substantially more burdensome, ISS's production, deliver, or performance.

### **12. Inspection, testing and Rejection**

- c. This Agreement expressly provides for Customer's inspection and/or acceptance of the goods, ISS's standard test procedures conducted by ISS's representative shall be the criteria for inspection and/or acceptance, unless other specific procedures have been specified in this Agreement.
- d. All drawings, specifications, technical documents, samples, prototypes and goods shall be deemed approved and / or accepted by customer if customer does not provide a written objection and/or rejection within 7 days of receipt or other reasonable time established by ISS. Any objection and / or rejection by the customer must be in writing and specifically State all defects and non-conformities upon which customer will rely to support its rejection.

## LIMITED WARRANTY LIMITATION ON LIABILITY

13. **Limited Warranty.** There is a 20-year limited warranty on the rust through of the framing material on "Certified Units", assuming normal user care and maintenance. There is a 1-year manufacturer's warranty from the date of completed installation on any defects in workmanship, assuming normal use and maintenance. Non "Certified Units" only have a 30 day Limited Warranty.
14. **WARRANTY DISCLAIMER.** There are no warranties which extend beyond the description of the face hereof. The warranties in this agreement are in lie all other warranties Express or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose. Which are expressly disclaims.
15. **Remedy.** Customer agrees that its sole and exclusive remedy against ISS will be limited to the repair and replacement of nonconforming goods, provided ISS is notified in writing of any defect. This exclusive remedy will not be deemed to have failed of its essential purpose so long as ISS is willing and able to repair or replace the defective parts and, in any event, ISS's liability for any damages due customer will be limited to the purchase price of the goods. Is paragraph States customer sole and exclusive remedy for breach of warranty.
16. **LIMITATION ON LIABILITY.** The maximum liability, if any, of ISS for all damages, including without limitation contract damages and damages for injuries to persons or property. Whether arising from ISS's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, with respect to the goods come or any services in connection with the goods, is limited to an amount not to exceed the purchase price of the goods. And no event will ISS be liable to customer and / or any third parties for any incidental damages, indirect damages, consequential damages, special damages, exemplary damages or labor charges. Including without limitation lost revenues and profits, even if s has been advised of the possibility of such damages.

**NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE THE ABOVE TERMS MAY NOT APPLY.**

17. **Warranty limited to original purchaser.** This warranty extends only to the original purchaser of the product warranted by this document. Set a warranty does not extend the transferee owners of the product.
18. **Ceiling fan voids warranty.** The installation of a ceiling fan anywhere on the structure, no matter how it is installed voids are warranties. The structure is not designed for them and they should not be used.
19. **Modification of structure voids warranty.** Any modification, addition, deletion, substitution, or any other change to structure without express written design approval by ISS voids the warranty. our products are designed and specifically engineered to provide Superior performance as manufactured. Any changes to the design by the customer could compromise the structural integrity of the product. On all self-installations, any and all warranties are null and void. ISS is not liable for structural integrity nor damages if unit is not installed by an ISS trained crew.
20. **Claims procedure:** Any claim under the warranty must be in writing and send to INTERSTATE STEEL STRUCTURES 385 W. Esplanade Ave. San Jacinto, CA 92583 and be received within 30 days of discovering claimed defect. This written notification must include a description of the defect, proof of purchase, and the address of the installed product. ISS must have a reasonable opportunity to inspect the claim, customer may not begin any repairs prior to inspection or the terms of the warranty could be voided.

**CUSTOM DESIGNS**

21. **Ownership and assignments of intellectual property.** If the goods delivered under the agreement contain any custom designs from customer, ISS is and shall be the sole and exclusive owner of all right, title and interest throughout the world in and to all intellectual property rights in connection therewith, and customer hereby assigns to the company any rights customer may have or acquire in such custom design.

**MISCELLANEOUS.**

22. **Governing law.** This agreement will be construed and enforced in accordance with, and governed by, the laws of the State of California without giving effect to any conflict of laws principles. The parties hereby consent to the personal jurisdiction of the courts of Riverside county, California, and waive any and all rights to change venue.
23. **Mandatory arbitration.** Any dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Riverside county, California, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures and in accordance with the expedited procedures in those rules. judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction
24. **Arbitration costs and attorney's fees.** The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorney's fees and costs), Shall be borne by the unsuccessful party, as determined by the arbitrators, and shall be awarded as part of the arbitrators is award.
25. **Social media posts.** The customer agrees to not post online or otherwise any inaccurate, false or misleading statements related to services provided this agreement.
26. **Entire Agreement.** This agreement, along with any order form, exhibits, invoices, and amendments, constitute the entire agreement between the parties with respect to the subject matter hereof. This agreement may be amended or modified only by a written agreement executed by ISS and customer.
27. **Headings.** The headings are identifying the various sections and subsections of this agreement are for reference only and did not define, modify, expand or limit any of the terms or provisions here in.
28. **Severability.** If any term or provision of this agreement is invalid, illegal or unenforceable in any jurisdiction, search invalidity, illegality or unenforceability shall not affect any other term or provision how this agreement or invalidate or render unenforceable such term or provision in by any other jurisdiction.
29. **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, weather of a similar or different character, and weather occurring before or after the waiver.

**CUSTOMER SIGNATURE**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

# Credit Card Authorization Form

2.5% CONVENIENCE FEE IS ADDED TO ALL CREDIT CARD PAYMENTS.

AMOUNT DUE: \_\_\_\_\_

CONVENIENCE FEE: \_\_\_\_\_

TOTAL PAYMENT: \_\_\_\_\_

FULL NAME ON CARD: \_\_\_\_\_

CREDIT CARD NUMBER: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_ CVC#: \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE \_\_\_\_\_



## **MECHANICS LIEN WARNING**

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "Preliminary Notice". This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

**BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

**PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Internet Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752).

**REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

Initials: \_\_\_\_\_

**THREE-DAY RIGHT TO CANCEL**

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

Please acknowledge receipt of this notice by signing and dating below.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Client Signature (if more than one) Date

**Notice of Cancellation**

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Contractor at 385 W. Esplanade Ave., San Jacinto, CA 92583, not later than midnight of \_\_\_\_\_ (above date, plus 3 days).

I hereby cancel this transaction.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Client Signature (if more than one) Date

Initials: \_\_\_\_\_

Below is a list of options/upgrades we have available at an **additional cost**, which does not come standard on our units. Please read below and let me know if you'd like pricing or have questions on any of these upgrades. Thank you.

**Base Rail Seal:** Our metal base rail is anchored directly to the concrete and is not considered watertight, which means there can be leakage between the base rail and concrete. To try and avoid this we can add a seal/silicone around the base rail to try to keep water from seeping through if the slab size is larger than the framing. This seal is not guaranteed

**Interior Anchors:** These are used when the concrete foundation is the same size as the unit itself. Typically, a standard anchor has to be about 2 -4 inches away from the Edge. If anchors are placed less than that distance, the risk of "blowouts" - chipped or broken concrete is likely to occur, at that point, the anchor bolt will no longer secure its placement. To prevent this, an interior mount is used to provide the spacing necessary for the anchor. Side paneling can then be fabricated to run past the edge of the concrete foundation, to allow water to drain directly to the ground.

**Foam Strips:** The Foam barriers are meant to minimize dust, sand, and water from entering your building, but it is not a seal. These are used at the corners/eaves where panels meet behind the trim. Typically, these are used to keep critters out.

**Insulation:** Our insulation is a barrier bubble film with a white polyethylene exterior which is wedged between the framing and panels, prior to us bolting on the side/end walls.

**26 Gauge Paneling:** The roof/siding comes in 29g paneling, which is standard in the industry. However, we offer a stronger 26-gauge paneling in most of our color choices.

**Vertical Siding:** The siding on the side/end walls come standard with the ribs running horizontally, however we do offer a vertical siding as an option as well. This is typically used on cocommercial structures.

**Vertical Roof:** When a unit has the Standard/A-Frame roof style (horizontal paneling) and exceeds 31' long we take two panels and overlap them, then seal the seam on the roof with silicone. With time and weather this can erode if you are not maintaining it. The Vertical Style Roof is highly recommended on units over 31' long to avoid this seam and if customer decides against it, a waiver will be signed voiding any leak warranty.

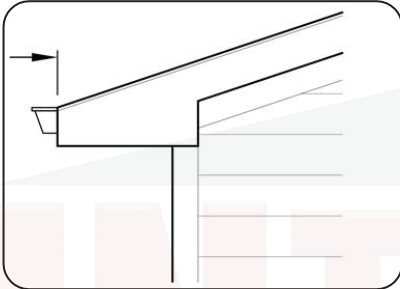
**Colored Screws:** The screws utilized during installation are basic zinc screws that have a silver color, which are bolted to the outside of the colored paneling. We also offer colored screws, which we have in most of the colors available for the panels/trim, to blend in better with your structure.

**Skylights:** Skylights of different sizes are available. Skylights installed on VERTICAL ROOF SYSTEM have a Leak Warranty. This Leak Warranty is void if Skylights are installed on Box Eave or Regular Roof systems. However, the leak warranty may still apply if on Box Eave or Regular Roof systems if, the Skylight is installed on a side wall.

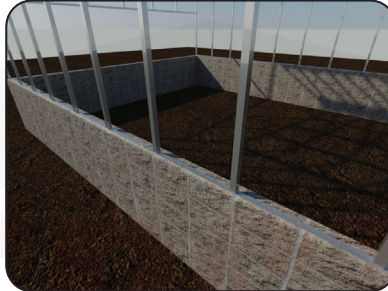
# GROUND LEVEL DISCLAIMER



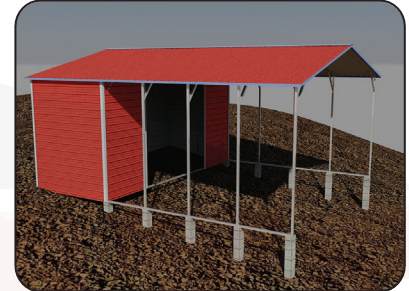
Interstate Steel Structures greatly appreciates your purchase; however, it is imperative that your ground is professionally leveled before the unit can be installed. Interstate Steel Structures and our subcontracted installation crews that we work with will not be able to install the structure if any of the following are indicated at the construction site, please contact your Authorized Dealer.



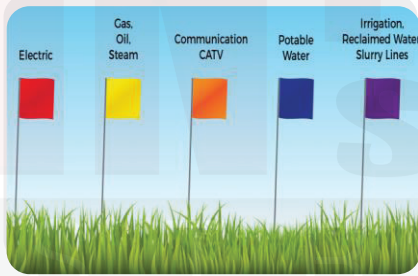
**YOUR HOUSE INTERFERES W/ UNIT**



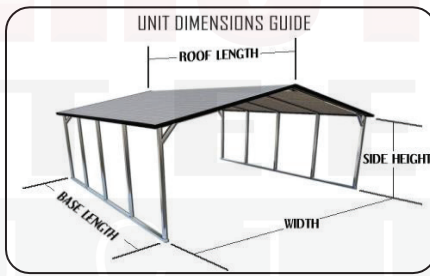
**WALL INSTALLATION - FEES APPLY**



**NO INSTALLS ON UNLEVEL LAND**



**UNDER UTILITY LINES MUST BE MARKED**



**2- 3 FEET OF CLEARANCE AROUND UNIT**



**WITHIN 10FT ABOVE UNIT**



**\*\*Site has to be level on a Side Entry Building. If it is not level, it will result in door having an open space under one corner. Building cannot be adjusted for un-level site due to header. \*\***



This is a normal Truck and Trailer (55-60 ft in Length) that a crew will be using to bring your building to the site. Do you have room for them to reach job site, unload and turn around? Is there a steep hill or sharp curve they will have to attempt to climb that could hinder their progress?

By signing below the buyer ensures Interstate Steel Structures that the ground is professionally level while also acknowledging that if the installation crew is unable to install the structure due to an unlevel foundation there will be a return fee as well as a restock fee that must be repaid before returning to the site.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Thank you for your understanding and once again we appreciate your business.*



# COMPLEX STEEL BUILDINGS

1371 W Acacia Ave • Hemet, CA 92543

888.908.1401

www.ComplexSteelBuildings.com

Carports • Garages • Sheds • RV Covers • Barns  
Workshops • Customs • & More

CSB OFFICE USE ONLY

## CUSTOMER INFO

|                   |             |
|-------------------|-------------|
| Name:             | Company:    |
| Address:          | City:       |
| State: Zip:       | County:     |
| Install Location: |             |
| Phone:            | Alt. Phone: |
| Email:            | Alt. Email: |

## DEALER INFO

DATE:

|            |
|------------|
| Company:   |
| Sales Rep: |
| Phone:     |
| Email:     |

50% will be due upon scheduling and fabrication.  
All final payments are due and to be collected upon the completion of installation

## SPECIFICATIONS

| COLORS         | ROOF:           |    | SIDE:                              |  | TRIM: |      | WAINSCOT: |            |
|----------------|-----------------|----|------------------------------------|--|-------|------|-----------|------------|
|                | CERTIFIED/GAUGE | NO | YES (If yes, plans are required) / |  | 12GA  | 14GA | QTY       | UNIT PRICE |
| SIZE           |                 |    |                                    |  |       |      |           |            |
| BASERAIL       |                 |    |                                    |  |       |      |           |            |
| ROOF STYLE     |                 |    |                                    |  |       |      |           |            |
| LEG HEIGHT     |                 |    |                                    |  |       |      |           |            |
| SIDES CLOSED   |                 |    |                                    |  |       |      |           |            |
| ENDS CLOSED    |                 |    |                                    |  |       |      |           |            |
| GABLE ENDS     |                 |    |                                    |  |       |      |           |            |
| EXTRA PANELS   |                 |    |                                    |  |       |      |           |            |
| EXTRA BOWS     |                 |    |                                    |  |       |      |           |            |
| EXTRA BRACING  |                 |    |                                    |  |       |      |           |            |
| HEADERS        |                 |    |                                    |  |       |      |           |            |
| ROLL UP DOORS  |                 |    |                                    |  |       |      |           |            |
| WALK-IN DOORS  |                 |    |                                    |  |       |      |           |            |
| WINDOWS        |                 |    |                                    |  |       |      |           |            |
| INSULATION     |                 |    |                                    |  |       |      |           |            |
| ANCHORS        |                 |    |                                    |  |       |      |           |            |
| PANEL GAUGE    |                 |    |                                    |  |       |      |           |            |
| COLOR SCREWS   |                 |    |                                    |  |       |      |           |            |
| SPECIAL NOTES: |                 |    |                                    |  |       |      |           |            |

|   |  |
|---|--|
| PRICE BEFORE TAX                                |  |
| TAX   |  |
| SUBTOTAL  |  |
| DEPOSIT BEFORE TAX<br>Non-refundable to Deposit |  |
| PLAN FEE  |  |
| EQUIP FEE                                       |  |
| OTHER FEES                                      |  |
| ADDITIONAL LABOR                                |  |
| PRE FAB FEE                                     |  |
| OTHER PAYMENTS                                  |  |
| <b>BALANCE DUE</b>                              |  |

LEAK WARRANTY IS VOID ON UNITS LONGER THAN 30'. ONLY VERTICAL UNITS LONGER THAN 30' WILL BE COVERED

LOT MUST BE COMPLETELY LEVEL FOR INSTALL. IF YOUR LOT IS NOT LEVEL PLEASE LET YOUR SALES REP KNOW. IF CREW CANNOT INSTALL DUE TO A SLOPE ADDITIONAL FEES WILL APPLY.

IS THE LOT CURRENTLY LEVEL\*?  YES  NO **LOT MUST BE LEVEL!**

IS ELECTRICITY AVAILABLE?  YES  NO

IS THE CARPORT BEING INSTALLED ON:  CONCRETE  GROUND  OTHER DIRT

I agree that all the details listed on my order are correct including contact information, color selections, measurements, and structure options. By signing below I agree to the contract price and payment terms listed above. Contract terms and conditions on page 2-4. If this order is not placed into production within 90 days from signing this agreement, order will be adjusted to current pricing based on material cost increases in the steel industry. You will be notified and a change order will be provided.

- Buyer shall be solely responsible for, and shall obtain any necessary city or county permits prior to commencement of installation.
- This purchase agreement ("The Agreement") is made by and between Complex Steel Buildings, a California Corporation and \_\_\_\_\_ ("The Buyer")
- Buyer agrees, after fully educated about CSB's various products including the fourteen (14) gauge, the twelve (12) gauge, and certified units, to buy, and CSB agrees to sell, pursuant to the terms of this agreement, the terms described above.
- Buyer has read and understands the terms of this agreement, including the terms and conditions contained on page 2 of this document, which terms are expressly incorporated herein by reference, as well as any and all relevant warranty information, and agrees to be bound by same.
- Site Specific Plans are to be paid in full prior to CSB placing the order with the Engineer. These certified structures are wind and snow load rated for compliance with local code and state regulations in your area. The Engineer may add additional bows, braces, etc to meet code.



3% processing fee will apply for all debit/credit card transactions.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_ Dealer Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer Signature (Installation Completed) \_\_\_\_\_ Date \_\_\_\_\_ CSB Representative \_\_\_\_\_ Date \_\_\_\_\_

# Complex Steel Buildings Installation And Sale Agreement

THIS INSTALLATION AND SALE AGREEMENT (THIS "AGREEMENT") IS ENTERED INTO BY AND BETWEEN COMPLEX STEEL BUILDINGS ("CSB") AND THE INDIVIDUAL LISTED ON THE LAST PAGE ("YOU" OR "CUSTOMER") AS OF THE DATE WRITTEN.

THIS AGREEMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT APPLY TO YOU. PLEASE READ IT CAREFULLY.

## SITE INSTRUCTIONS AND REQUIREMENTS

1. **Anchoring:** All units are to be secured with concrete anchors (concrete foundation) or recommended cross drive anchors (ground gravel foundation). If CSB is unable to install the recommended ground anchors because of hardpack or solid rock the customer will be responsible for installing concrete pier footings to secure the unit properly. Rebar in anchors are for temporary use on ground installations and CSB will be released of all liability for any damage to the structure or property if the Customer chooses to use only the rebar anchors. Failure to utilize the proper recommended anchoring methods will void all warranties.
2. **Foundation:** Standard foundations for anchoring are ground, gravel, asphalt, or concrete. Any other type of foundation may have additional fees associated with the installation. Please ask a CSB rep for more details.
  - a. **Standard Installation Surfaces Details:**
    - i. **Option 1:** Standard installation (No additional fees) on units being installed on Concrete foundations must measure 6" wider and 6" longer than the physical footprint of the unit, For Example, a 12' x 21' (20' Base Rail) will require the concrete foundation to measure a minimum of 12'6" wide 20'6" long, outside to outside. The concrete foundation must be level and square.
    - ii. **Option 2:** Upgrade Option (additional fees will apply, see a CSB authorized dealer for pricing) Units being installed on a concrete foundation with the upgrade to the interior anchor system (See page 6 for additional details) the concrete foundation will measure exactly the same size as the physical footprint of the building. For example, a 12'x21' (Base Rail), will require the concrete foundation to measure exactly 12' wide x 20' long outside to outside. The concrete foundation must be level and square. For additional information see page 6 for Upgrades.
    - iii. **Option 3:** Dirt, Gravel, and Asphalt installation: standard installation for units being installed on a Dirt, Gravel, or Asphalt pad, will be secured with temporary pin anchors. The temporary pin anchors are only used to pin the unit in place, not to secure it from any up lift winds. You will need to upgrade to mobile home anchors, Rock Anchors, or Asphalt Anchors to meet the minimum CSB requirements for wind rating. If the customer declines the upgrade, all warranties will automatically be voided.
    - iv. **Option 4:** Any other type of surface will be assessed per job, please see a CSB authorized dealer for additional pricing
3. **Layout of Structures:**
  - a. **Height:** The height listed on the order form is measured by the side/wall leg height of the unit, NOT the peak. The height will increase to the center peak, in relation to the roof style and width of unit.
  - b. **Length:** There are 6 inches of overhang off the front and back ends, with a roof line one foot longer than the framing (Example: 21 foot long building has a 20 foot base rail framing). There is a 4" overhang off the front and back ends on vertical roof style.
  - c. **Ends/Sides:** The front back of the unit is the width and the sides are the length where the legs/posts sleeve into the base rails. Dimensions are based on outside to outside measurements.
4. **Customer's Responsibility:**
  - a. It is the Customer's sole responsibility to measure the installation site to ensure dimensions outlined on the order form will fit at the site. If the unit will not fit in the area, a 25% restocking fee will be applied to the total on top of costs accrued by the changes needed to the structure. Please note: If side/end panels are to be installed, the crew will need at least 3 feet of clearance around the outside to be able to work around and bolt paneling.
  - b. The lot must be leveled from within 2 inches from side to side and front to back where the unit is to be installed. If the lot is not leveled, an on site leg cut fee will be determined by the slope and size of the building. If the crew cannot install due to the slope, a return trip fee of \$650 will be applied.
  - c. Entire install site must be clear and empty of any vehicles, debris, etc. Otherwise, a standby or build-over fee will apply. A standby fee of \$150 per hour will be applied to the balance due if the installation site is not ready on the day of install. A build over fee for working over a trailer/vehicle/debris that cannot be moved will be \$50 for every 5 feet of the building length. (Example: 21-foot long building will have a build over fee of \$200). Time frames may vary due to traffic, and the site must be ready on the scheduled day of installation.
  - d. The Customer is responsible for obtaining all required permits and will obtain and have approved all such permits prior to installation. CSB will not be liable for any ordinance or code violations. Unless you pull a permit and purchase a certified structure it is not guaranteed to meet any certain wind and snow load rating. Complex Steel Buildings will not be responsible for any damage to a unit due to snow/wind if customer does not purchase engineered drawings.
5. **Location of Underground Utilities:** It is the sole responsibility of the Customer to provide the installers with the location of any underground cables, gas lines, or other utilities. This may include contacting the utility company to request that the locations of underground utilities be marked. CSB shall not be responsible for damage to any underground utilities or any items or vehicles left around the job site.
6. **Site Access:** If the delivery/installation truck cannot access the building site within 100 feet there will be an additional "labor charge" fee of two hundred and fifty dollars (\$250.00) added to the balance due. If the truck cannot reach the job site and is located at an unreasonable distance, the job may be rescheduled and a return trip fee (\$650) will be charged. If you are a business and have a time restriction for when our crews can install, this can affect your pricing and you will need to notify your sales rep prior to ordering.
  - a. **Equipment Rental Fee:** The Equipment Rental Fee may be waived if the customer provides their own lift equipment. However, it is only applicable if the equipment meets the minimum requirement of a 6k Reach Lift, all-terrain. If the equipment does not meet the minimum requirements, then an additional fee will be applied.

## PAYMENT, CANCELLATION, AND RISK OF LOSS

7. **Payment:** (minimum 10% and may not exceed 18%) deposit is required to get your order in our system. A 50% progress payment will be due upon scheduling once manufacturing begins. All final payments are due and to be collected upon the completion of installation and can be made by cash, check, or credit card. A 3.0% convenience fee will be added for all credit/debit card payments. Additional payments and/or deposit schedules may be required by CSB at CSB's sole discretion.
8. **Refund/Cancellation Fee:**
  - a. There will be no refunds or cancellation of an order once the unit has been manufactured. If a job is canceled on site or once manufacturing has started, a 50% cancellation fee will be immediately due and payable.
  - b. If an order is canceled prior to manufacturing, the deposit can be refunded but will incur a transaction fee of the greater of \$50 or 25% of the deposit amount.
9. **Prices, Payment, and Risk of Loss**
  - a. Prices contained in CSB's published price lists, if any, are subject to change without notice. Prices in individual written Quotations or proposals are firm only for a period of 30 days from the date of the Quotation after which time, the Customer should inquire to CSB as to their validity and request written confirmation. All prices are in United States dollars. The Customer shall pay all government fees levied on the installation and inspection of the goods. The Customer shall pay upon receipt of all invoices due.
  - b. This agreement is for the delivery and erection of fabricated metal structure(s) and the goods shall be delivered F.O.B the Customer's place of delivery. Risk of loss passes to the Customer upon tender of the goods to the Customer completion and acceptance by Customer. CSB's breach of the Agreement shall not affect the passing of the risk of loss to Customer notwithstanding any provision of law to the contrary. It is Customer's responsibility to ensure that the structure is covered under the Customer's insurance.
  - c. CSB may unilaterally reasonably change prices to cover increased costs required by changes requested by the Customer after the date of any quotation. 2

- d. All amounts not paid to CSB when due and owed shall constitute a breach by the Customer. incur a carrying charge of 12% per annum or the maximum allowed by applicable state law, whichever is higher.
- e. All amounts due upon installation or other events which requires the action or cooperation of Customer which Customer fails to supply in a timely manner shall become due upon such failure constitute a breach by Customer.
- f. If payment is made by check and the check is returned NSF, the Customer will be responsible for additional expenses incurred by CSB as a result of the returned check. CSB reserves the right to charge additional fees as allowed by law for checks returned as NSF. These fees may include a \$20 service charge.

#### **DELIVERY AND INSPECTION**

10. **Delivery.** Shipping and Installation dates are based on CSB's present engineering, manufacturing capacity, and scheduling which may be revised by CSB upon receipt or scheduling of the Customer's order. All shipping dates are approximate and shall be computed from the date of entry of the order on CSB's books. All shipping dates are further subject to CSB's prompt receipt from the Customer of a written purchase order or acceptance, letter of credit, down payment, and other conditions as specified in this Agreement and of all drawings, information, and approvals necessary to provide the goods. Customers acknowledge that the installation date may change due to circumstances out of CSB's control (weather, accidents, etc.).
11. **Delay of Shipment or Performance Excused for Various Reasons.**
- a. If shipment of any item or other performance by CSB is delayed at the request or due to the fault of the Customer, CSB may at its option hold the item at the place of manufacture at the risk and expense of the Customer from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment for an item shall be due and payable 30 days after the Customer is notified that the item is ready for shipment. If CSB is unwilling or unable to accommodate the Customer by holding such an item, the Customer shall accept shipment immediately.
  - b. Dates for CSB's performance are estimates only. In addition, CSB shall not be in default because of its delay or failure to deliver or perform resulting, in whole or in part, from: (i) any foreign or domestic embargoes, seizures, acts of God, insurrections, war, or the adoption or enactment of any law, ordinance, regulation, ruling or order, or, (ii) the lack of usual means of transportation, fires, floods, explosions, strikes or any other accidents, contingencies, or events, at CSB's or its supplier's plant or elsewhere (whether or not beyond CSB's control) which directly or indirectly interferes with, or renders substantially more burdensome, CSB's production, delivery, or performance.
12. **Inspection, Testing, and Rejection.**  
If this Agreement expressly provides for Customer's inspection and/or acceptance of the goods, CSB's standard test procedures conducted by CSB's representative shall be the criteria for inspection and/or acceptance, unless other specific procedures have been specified in this Agreement. All drawings, specifications, technical documentation, samples, prototypes, and goods shall be deemed approved and/or accepted by Customer if Customer does not provide a written objection and/or rejection within 7 days of receipt or other longer reasonable time established by CSB. Any objection and/or rejection by the Customer must be in writing and specifically state all defects and nonconformities upon which Customer will rely to support its rejection. ALL DEFECTS AND NON-CONFORMITIES WHICH ARE NOT SO SPECIFIED ARE DEEMED APPROVED AND/OR ACCEPTED BY THE CUSTOMER.

#### **LIMITED WARRANTY AND LIMITATION ON LIABILITY**

13. **Limited Warranty.** There is a 20-year limited warranty on the rust through of the framing material on "Certified Units", assuming normal user care and maintenance. There is a 1-year manufacturer's warranty from the date of completed installation on any defects in workmanship, assuming normal user care and maintenance. Non "Certified Units" only have a 30-day Limited Warranty.
14. **WARRANTY DISCLAIMER.** THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.
15. **Remedy.** Customer agrees that its sole and exclusive remedy against CSB will be limited to the repair and replacement of nonconforming goods, provided CSB is notified in writing of any defect. This exclusive remedy will not be deemed to have failed of its essential purpose so long as CSB is willing and able to repair or replace the defective parts and, in any event, CSB's liability for any damages due Customer will be limited to the purchase price of the goods. THIS PARAGRAPH STATES THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.
16. **LIMITATION ON LIABILITY.** THE MAXIMUM LIABILITY, IF ANY, OF CSB FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM CSB'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, WITH RESPECT TO THE GOODS, OR ANY SERVICES IN CONNECTION WITH THE GOODS, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE GOODS. IN NO EVENT WILL CSB BE LIABLE TO CUSTOMER AND/OR ANY THIRD PARTIES FOR ANY INCIDENTAL DAMAGES, INDIRECT DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, EXEMPLARY DAMAGES, OR LABOR CHARGES, INCLUDING WITHOUT LIMITATION LOST REVENUES AND PROFITS, EVEN IF CSB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. **Warranty Limited to Original Purchaser.** This warranty extends only to the original purchaser of the product warranted by this document. Said warranty does not extend to transferee owners of the product.
18. **Ceiling Fan Voids Warranty.** The installation of a ceiling fan anywhere on the structure, no matter how it is installed voids all warranties. The structure is not designed for them and they should not be used.
19. **Modification of Structure Voids Warranty.** Any modification, addition, deletion, substitution, or any other change to the structure without express written design approval by CSB voids the warranty. Our products are designed and specifically engineered to provide superior performance as manufactured. Any changes to the design by the Customer could compromise the structural integrity of the product. On all self installations, any and all warranties are null and void. CSB is not liable for structural integrity nor damages if the unit is not installed by a CSB trained crew.
20. **Claims Procedure.** Any claim under this warranty must be in writing and sent to Complex Steel Buildings, 1371 W. Acacia Ave. Hemet, CA 92543 and be received within 30 days of discovering the claimed defect. This written notification must include a description of the defect, proof of purchase, and the address of the installed product. As CSB must have a reasonable opportunity to inspect the claim, Customer may not begin any repairs prior to said inspection or the terms of the warranty could be voided as long as the inspection occurs within 14 days of CSB's receipt of the claim.

#### **Custom Designs**

21. **Ownership and Assignment of Intellectual Property.** If the goods delivered under this Agreement contain any custom designs from the Customer, CSB is and shall be the sole and exclusive owner of all right, title and interest throughout the world in and to all intellectual property rights in connection therewith, and Customer hereby assigns to the Company any rights Customer may have or acquire in such custom designs.

#### **Miscellaneous**

22. **Governing Law.** This Agreement will be construed and enforced in accordance with and governed by, the laws of the State of California without giving effect to any conflict of laws principles. The Parties hereby consent to the personal jurisdiction of the courts of Riverside County, California, and waive any and all rights to change venue.
23. **Mandatory Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Riverside County, California, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

24. **Arbitration Costs and Attorney's Fees.** The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate an arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful party, as determined by the arbitrators, and shall be awarded as part of the arbitrator's award.
25. **Social Media Posts.** The Customer agrees to not post online or otherwise any inaccurate, false or misleading statements related to services provided by this Agreement. Customer agrees and allows CSB to take pictures and/or videos for social media purposes only.
26. **Entire Agreement.** This Agreement, along with any order form, exhibits, invoices, and amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral and written communications, understandings or agreements relating to the subject matter hereof and thereof. This Agreement may be amended or modified only by a written agreement executed by CSB and Customer.
27. **Headings.** The headings identifying the various sections and subsections of this Agreement are for reference only and do not define, modify, expand or limit any of the terms or provisions herein.
28. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
29. **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

**Customer Name:** \_\_\_\_\_

**(Please Print)**

**Customer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## **Mechanics Lien Warning**

A mechanic's lien is a "retention" on your property, held by an unpaid contractor, subcontractor, worker, or material supplier. Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "Preliminary Notice". This notice is **not** a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

**BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, pay attention to the Preliminary Notices you receive.

**PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Internet Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call 800-321-CSIB (2752).

**REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice or face the forced sale of your home to pay what you owe.

**Customer Initials:** \_\_\_\_\_

If there is something you do not see above and you would like to know if it is available, please feel free to email or call your sales rep to discuss further options.



## ADDITIONAL OPTIONS AND UPGRADES AVAILABLE

Below is a list of options and/or upgrades we have available at an **additional cost**, which does not come standard on our units. Please read and let us know if you'd like pricing or have questions on any of the following upgrades listed below. Thank You!

**BASE RAIL SEAL:** Our metal base rail is anchored directly to the concrete and is not considered watertight, which means there can be leakage between the base rail and concrete. To try and avoid this we can add a seal/caulking around the base rail to keep water from seeping through if the slab size is larger than the framing.

**FOAM STRIPS:** These are installed at the corners/eaves where panels meet behind the trim. Typically these are used to help keep critters and dirt out, and unit more watertight.

**SKYLIGHTS:** Skylights are polycarbonate, ribbed, opaque panel. These are to be installed on VERTICAL style roof only.

**INTERIOR ANCHORS:** These are used when the concrete foundation is the same size as the unit itself. Typically, a standard anchor has to be about 2 –4 inches away from the Edge. If anchors are placed less than that distance, the risk of "blowouts" – chipped or broken concrete is likely to occur, at that point, the anchor bolt will no longer secure its placement. To prevent this, an interior mount is used to provide the spacing necessary for the anchor. Side paneling can then be fabricated to run past the edge of the concrete foundation, to allow water to drain directly to the ground.

**COLORED SCREWS:** The screws utilized are zinc/silver color, which are bolted to the outside of the colored paneling. We also offer colored screws, to match the panel color selected.

**26 GAUGE PANELING:** The roof/siding comes in 29 gauge paneling, which is standard in the industry. However, we offer a stronger 26 gauge PBR paneling, with a larger rib profile.

**INSULATION:** Our insulation is a barrier bubble film with a white polyethylene exterior which is wedged between the framing and panels, prior to us bolting on the side/end walls. This can ONLY be installed on a vertical-style roof. ( Cannot be installed with Skylights or Foam Strip options).

**VERTICAL SIDING:** The siding on the side/end walls come standard with the ribs running horizontally, however, we do offer vertical siding as an option. Vertical siding can ONLY be installed on a slab the exact size of the framing/base rail and must be laser level.

**Customer Initials:** \_\_\_\_\_



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 13, 2023

Reference ID:  
2023-3798

### Commercial Air Service Update County Administrator NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

#### ITEM PRESENTED BY

John Urdi, Ashley Helms, Deputy Public Works Director - Airports

#### RECOMMENDED ACTION:

This is an informational item only.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Mammoth Lakes Tourism is the contract holder with United Airlines for the provision of commercial air service into Bishop Airport (BIH). This item will provide a brief recap on air service at BIH for Winter 2022-23 including traveler demographics, destinations, activities and reasons for flying. Challenges and opportunities with year-round air service, future markets, and carriers will also be discussed.

#### FISCAL IMPACT:

|                                   |   |                    |  |
|-----------------------------------|---|--------------------|--|
| <b>Funding Source</b>             | General Fund / Non-General Fund / Grant Funded<br>(list grant funding sources here) | <b>Budget Unit</b> |  |
| <b>Budgeted?</b>                  | Yes / No  | <b>Object Code</b> |  |
| <b>Recurrence</b>                 | One-Time Expenditure / Ongoing Expenditure  |                    |  |
| <b>Current Fiscal Year Impact</b> |   |                    |  |
|                                   |   |                    |  |
| <b>Future Fiscal Year Impacts</b> |   |                    |  |
|                                   |   |                    |  |
| <b>Additional Information</b>     |   |                    |  |
|                                   |   |                    |  |

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

This is an informational item only.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### ATTACHMENTS:

1. Commercial Air Service Update Presentation

**APPROVALS:**

|                |                              |
|----------------|------------------------------|
| Nate Greenberg | Created/Initiated - 6/6/2023 |
| Darcy Ellis    | Approved - 6/6/2023          |
| John Vallejo   | Approved - 6/6/2023          |
| Amy Shepherd   | Approved - 6/8/2023          |
| Nate Greenberg | Final Approval - 6/8/2023    |



# WINTER 22-23 AIR SERVICE RECAP

JUNE 13, 2023



# CONTENTS

## 1. VISITOR PROFILE

- TYPES & ORIGIN
- EXPERIENCE
- TRIP PROFILE
- DEMOGRAPHICS

## 2. EASTERN SIERRA REGIONAL AIRPORT & BISHOP VISITATION

## 3. FUTURE AIR SURVEYS

# OBJECTIVE

PROVIDE A CURRENT PROFILE OF THE WINTER AIR VISITOR



# VISITOR PROFILE





# VISITOR SURVEY

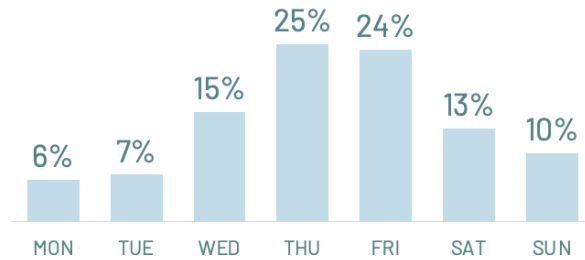


Intercepts were conducted at the Eastern Sierra Regional Airport / Bishop from December 16, 2022 to April 9, 2023.

## Visitor Survey Collection

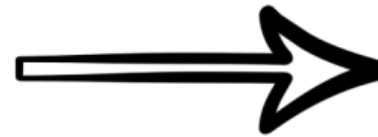
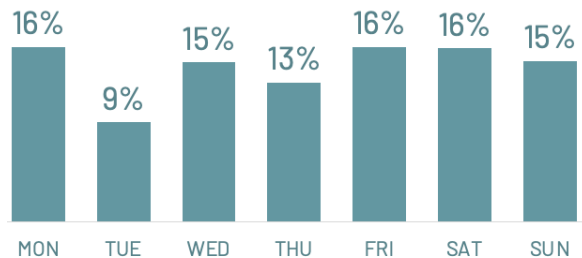
32% ARRIVALS

Day of Arrival



68% DEPARTURES

Day of Departure



### Sample Size

1,732 Total Sample Size

489 Locals

1,243 Visitors

273 California

952 Out of State

18 Out of U.S.

Visitors

- 659 First-Timers

- 584 Repeat Visitors

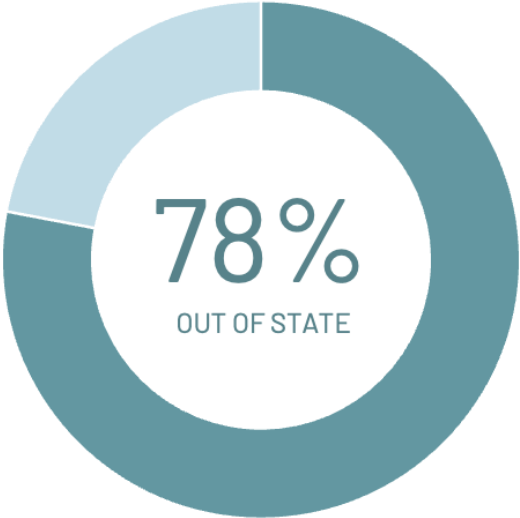
# VISITOR TYPES & ORIGIN



# CALIFORNIA VS. OUT OF STATE VISITORS



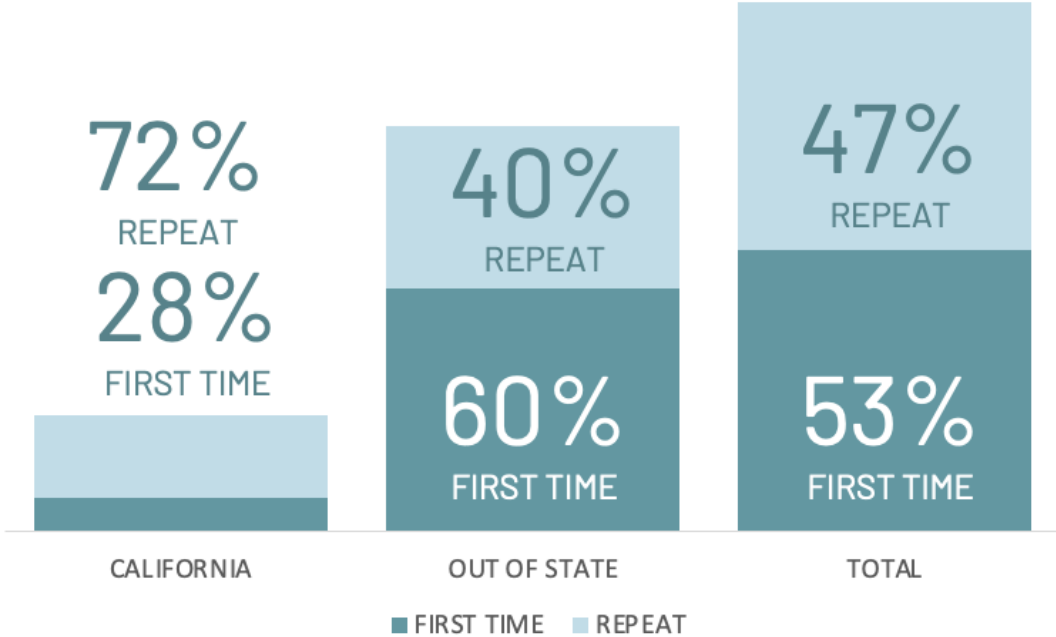
## OUT OF STATE VS. CALIFORNIA



■ OUT OF STATE ■ CALIFORNIA

Up (+20%) from 65% in 2022

## REPEAT VS. FIRST TIME - OUT OF STATE & CALIFORNIA

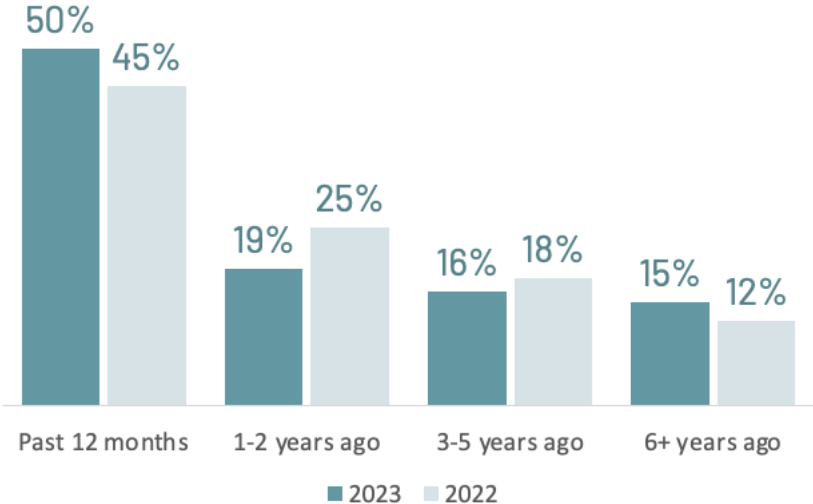


■ FIRST TIME ■ REPEAT

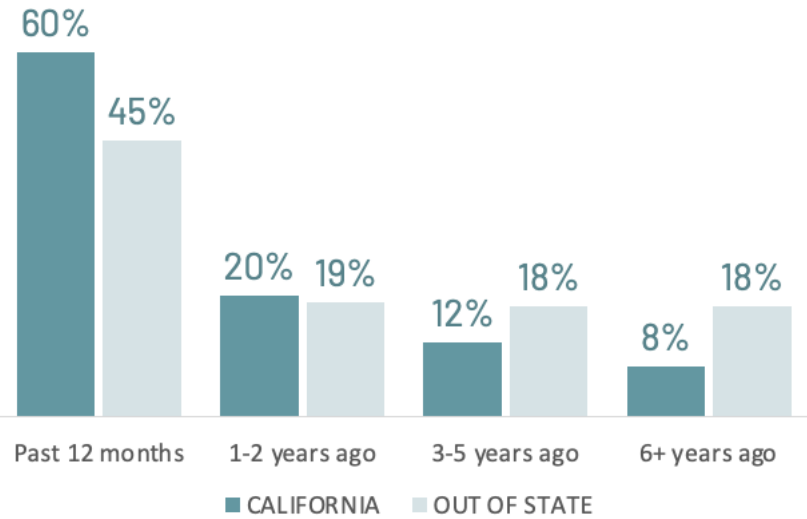
# REPEAT VISITORS – PAST YEAR & CA VISITORS UP



PREVIOUS VISIT 2023 VS. 2022



PREVIOUS VISIT CALIFORNIA VS. OUT OF STATE 2023



## TOP 15 ORIGIN STATES

|               |        |
|---------------|--------|
| California    | 21.96% |
| Colorado      | 12.95% |
| New York      | 6.36%  |
| Massachusetts | 5.23%  |
| Texas         | 4.75%  |
| TOP 5         | 51.25% |

|              |        |
|--------------|--------|
| Illinois     | 4.18%  |
| Washington   | 3.86%  |
| New Jersey   | 3.62%  |
| Ohio         | 2.82%  |
| Florida      | 2.57%  |
| Virginia     | 2.41%  |
| Pennsylvania | 1.85%  |
| Minnesota    | 1.77%  |
| Missouri     | 1.77%  |
| Michigan     | 1.69%  |
| TOP 15       | 77.80% |

## FIRST TIME VISITORS

|               |        |
|---------------|--------|
| California    | 11.68  |
| Colorado      | 11.23  |
| New York      | 8.04   |
| Massachusetts | 7.59   |
| Illinois      | 5.77   |
| TOP 5         | 44.31% |

|              |       |
|--------------|-------|
| Texas        | 5.46  |
| New Jersey   | 5.31  |
| Washington   | 3.49  |
| Ohio         | 3.34  |
| Florida      | 2.88  |
| Pennsylvania | 2.88  |
| Virginia     | 2.73  |
| Minnesota    | 2.12  |
| Missouri     | 2.12  |
| Indiana      | 1.97  |
| TOP 15       | 76.61 |

## REPEAT VISITORS

|            |        |
|------------|--------|
| California | 33.56  |
| Colorado   | 14.90  |
| New York   | 4.45   |
| Washington | 4.28   |
| Texas      | 3.94   |
| TOP 5      | 61.13% |

|               |       |
|---------------|-------|
| Massachusetts | 2.57  |
| Illinois      | 2.40  |
| Florida       | 2.23  |
| Ohio          | 2.23  |
| Arizona       | 2.05  |
| Virginia      | 2.05  |
| Oregon        | 1.88  |
| New Jersey    | 1.71  |
| Maryland      | 1.54  |
| Michigan      | 1.54  |
| TOP 15        | 81.33 |

## OUT-OF-STATE VISITORS

|               |       |
|---------------|-------|
| Colorado      | 16.91 |
| New York      | 8.30  |
| Massachusetts | 6.83  |
| Texas         | 6.20  |
| Illinois      | 5.46  |
| TOP 5         | 45.7% |

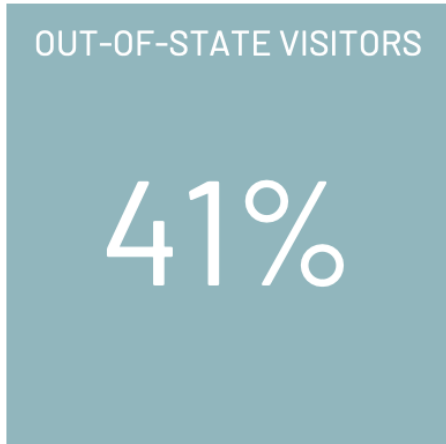
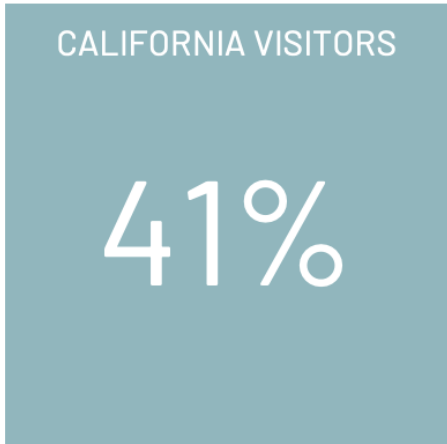
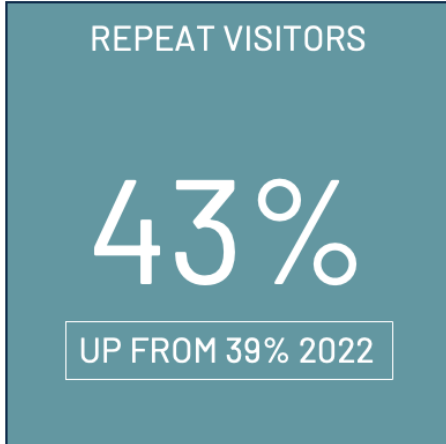
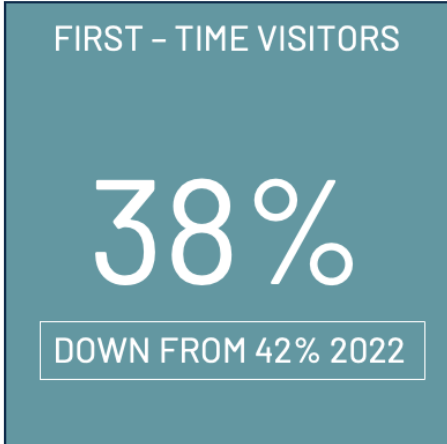
|              |       |
|--------------|-------|
| Washington   | 5.04  |
| New Jersey   | 4.73  |
| Ohio         | 3.68  |
| Florida      | 3.36  |
| Virginia     | 3.15  |
| Pennsylvania | 2.42  |
| Minnesota    | 2.31  |
| Missouri     | 2.31  |
| Michigan     | 2.21  |
| Maryland     | 2.00  |
| TOP 15       | 74.91 |

# VISITORS WITH IKON PASS

40% HAVE AN IKON PASS



NOTE: NO CHANGE FROM 2022



# VISITOR EXPERIENCE

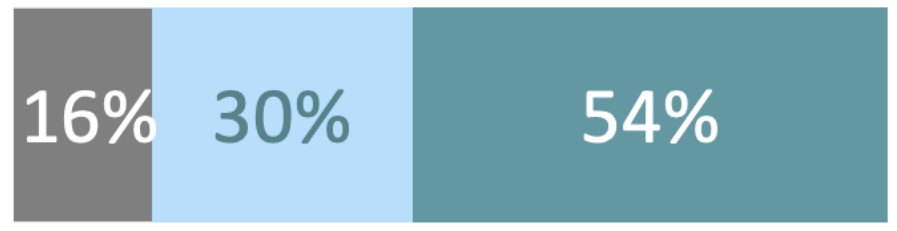




# UNITED FLIGHT EXPERIENCE



## RATING



■ 0-6 ■ 7-8 ■ 9-10

# 38.46

(POSITIVE - NEGATIVE)

DOWN FROM 53% 2022



|                       |       |                       |       |
|-----------------------|-------|-----------------------|-------|
| FIRST - TIME VISITORS | 33.39 | REPEAT VISITORS       | 44.18 |
| CALIFORNIA VISITORS   | 42.86 | OUT-OF-STATE VISITORS | 38.03 |



# KEY TAKEAWAYS



Overall, comments were positive, but several negative experiences rose to the top...

- Airline/Airport delays; flights and late/lost baggage
- Limited flight options; wanted more direct flights, year-round flights and more flights overall
- Too much snow, the problems it caused and how it limited their experience
- Transportation to and from the airport and around town was limited, not reliable and they wanted more options
- The lack of things to do outside of winter sports; they wanted more restaurants, more nightlife activities and more information about them and options

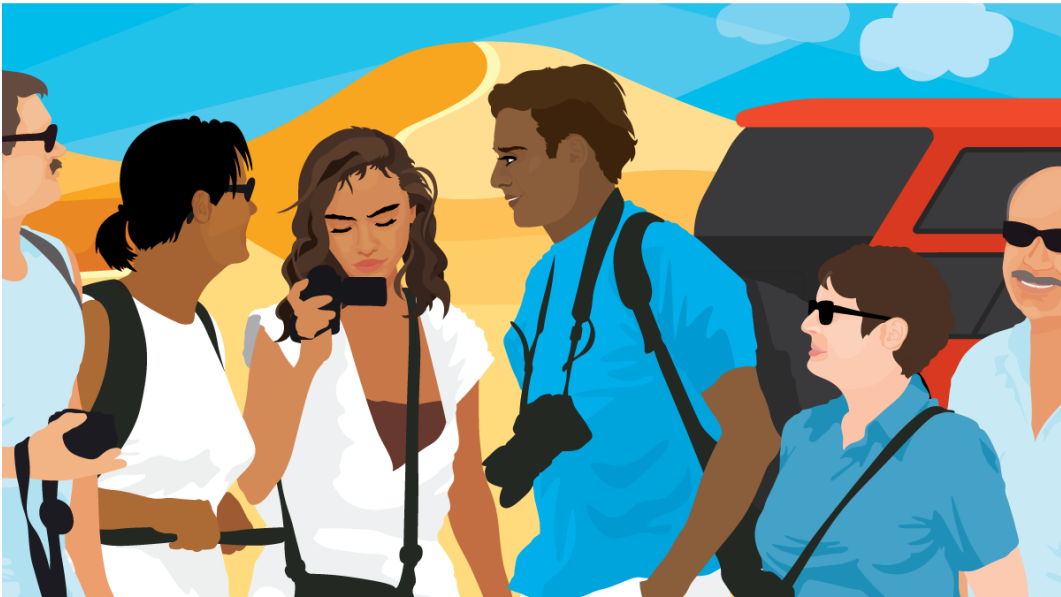
*\*\*Open-end comments are provided in a separate document.*

# VISITOR TRIP PROFILE





# PRIMARY TRIP DESTINATION



**85%**

MAMMOTH LAKES

**9%**

BISHOP



|  |   |
|--|---|
| FIRST TIME VISITORS<br><b>90%</b><br>MAMMOTH LAKES<br><b>5%</b><br>BISHOP  | REPEAT VISITORS<br><b>80%</b><br>MAMMOTH LAKES<br><b>14%</b><br>BISHOP      |
| CALIFORNIA VISITORS<br><b>82%</b><br>MAMMOTH LAKES<br><b>13%</b><br>BISHOP | OUT-OF-STATE VISITORS<br><b>86%</b><br>MAMMOTH LAKES<br><b>8%</b><br>BISHOP |

# PRIMARY TRIP PURPOSE

|   | %     |
|---|-------|
| Downhill Skiing                                 | 52.7% |
| Snowboarding                                    | 19.5% |
| Visiting friends or family                      | 14.2% |
| Work/Business                                   | 3.1%  |
| Attending festivals and events                  | 2.5%  |
| Conference                                      | 1.5%  |
| Other   | 1.4%  |
| Enjoy nature                                    | 1.3%  |
| Spend time in the mountains during the Holidays | 1.0%  |
| Rock Climbing                                   | 1.0%  |
| Other winter activities                         | 0.7%  |
| Cross Country Skiing                            | 0.5%  |
| Fishing   | 0.2%  |
| Wedding   | 0.2%  |

## FIRST TIME VISITORS

|   | %     |
|---|-------|
| Downhill Skiing                                 | 58.9% |
| Visiting friends or family                      | 19.1% |
| Conference                                      | 7.1%  |
| Other   | 3.6%  |
| Rock Climbing                                   | 3.2%  |
| Other winter activities                         | 1.8%  |
| Enjoy nature                                    | 1.2%  |
| Work/Business                                   | 1.1%  |
| Spend time in the mountains during the Holidays | 1.1%  |
| Cross Country Skiing                            | 1.1%  |
| Snowboarding                                    | 0.8%  |
| Attending festivals and events                  | 0.8%  |
| Wedding   | 0.3%  |

## CALIFORNIA VISITORS

|   | %     |
|---|-------|
| Downhill Skiing                                 | 49.8% |
| Snowboarding                                    | 20.1% |
| Visiting friends or family                      | 14.7% |
| Work/Business                                   | 4.0%  |
| Other   | 2.6%  |
| Enjoy nature                                    | 2.2%  |
| Spend time in the mountains during the Holidays | 1.8%  |
| Rock Climbing                                   | 1.8%  |
| Other winter activities                         | 1.5%  |
| Cross Country Skiing                            | 0.4%  |
| Attending festivals and events                  | 0.4%  |
| Wedding   | 0.4%  |
| Fishing   | 0.4%  |

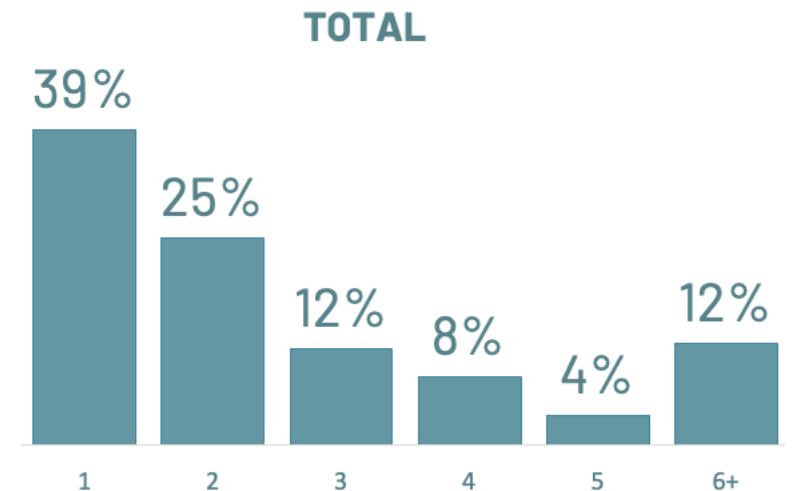
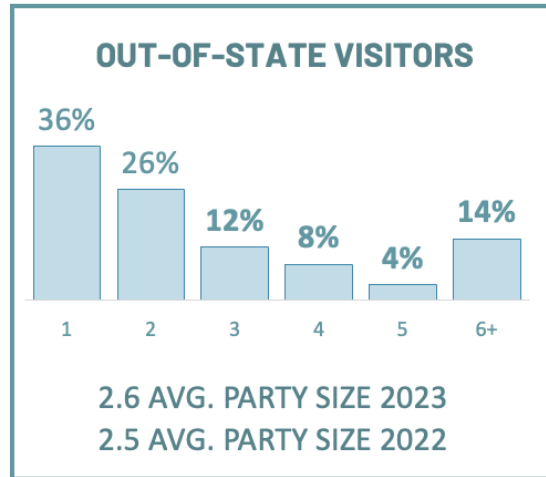
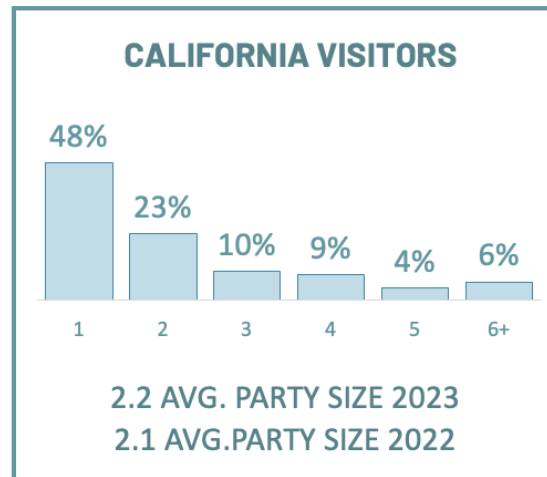
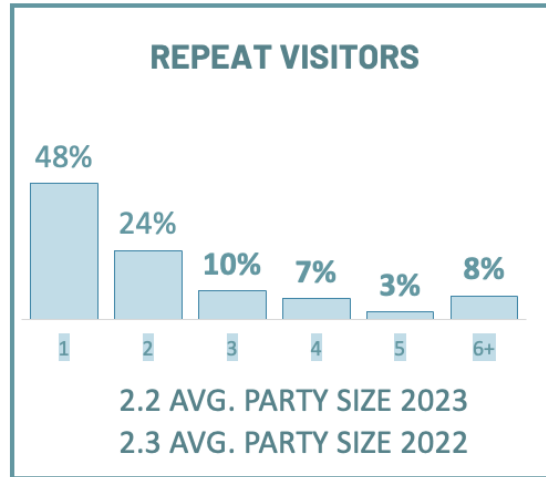
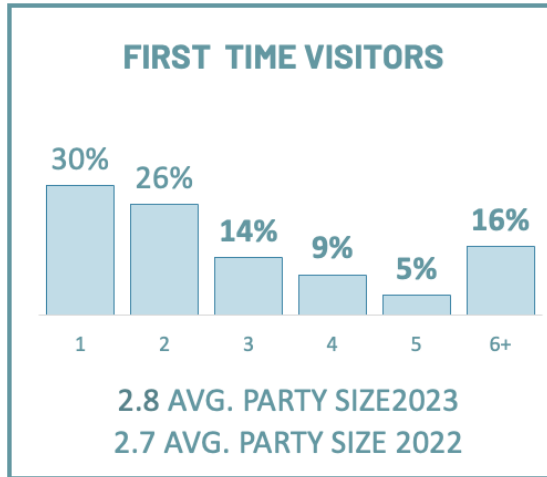
## REPEAT VISITORS

|   | %     |
|---|-------|
| Downhill Skiing                                 | 45.7% |
| Visiting friends or family                      | 22.1% |
| Snowboarding                                    | 19.9% |
| Work/Business                                   | 4.1%  |
| Other   | 1.7%  |
| Enjoy nature                                    | 1.5%  |
| Attending festivals and events                  | 1.2%  |
| Spend time in the mountains during the Holidays | 1.0%  |
| Rock Climbing                                   | 1.0%  |
| Other winter activities.                        | 0.7%  |
| Fishing   | 0.5%  |
| Cross Country Skiing                            | 0.2%  |
| Wedding   | 0.2%  |
| Conference                                      | 0.2%  |

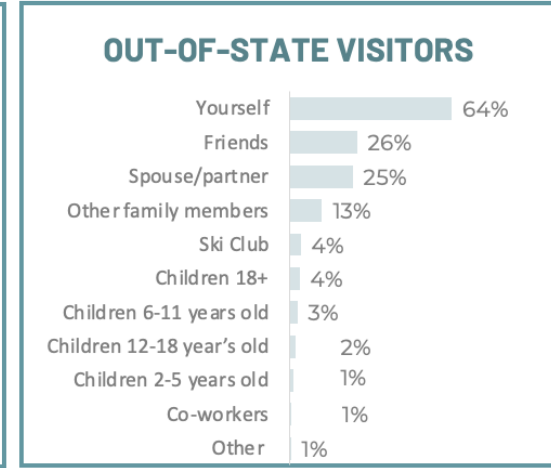
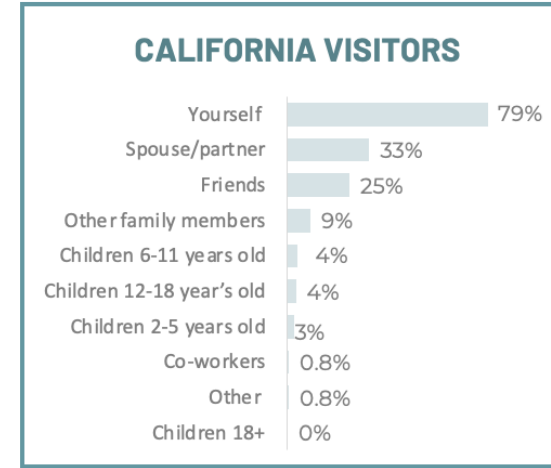
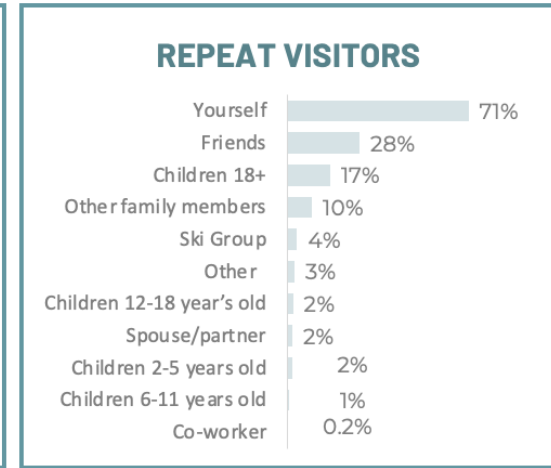
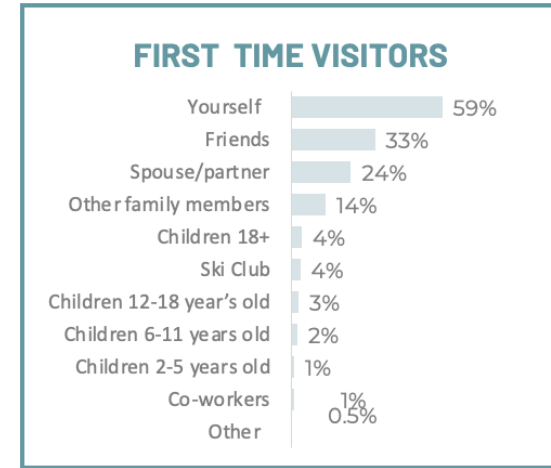
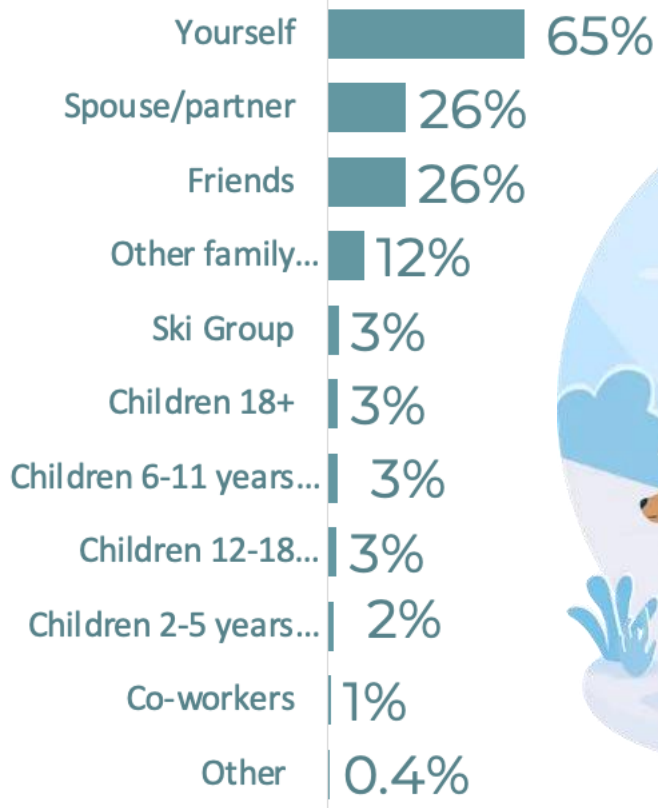
## OUT OF STATE VISITORS

|   | %     |
|---|-------|
| Downhill Skiing                                 | 53.2% |
| Snowboarding                                    | 19.4% |
| Visiting friends or family                      | 14.3% |
| Attending festivals and events                  | 3.2%  |
| Work/Business                                   | 2.9%  |
| Conference                                      | 2.0%  |
| Enjoy nature                                    | 1.1%  |
| Other   | 0.9%  |
| Spend time in the mountains during the Holidays | 0.8%  |
| Rock Climbing                                   | 0.8%  |
| Other winter activities                         | 0.5%  |
| Cross Country Skiing                            | 0.4%  |
| Fishing   | 0.2%  |
| Wedding   | 0.2%  |

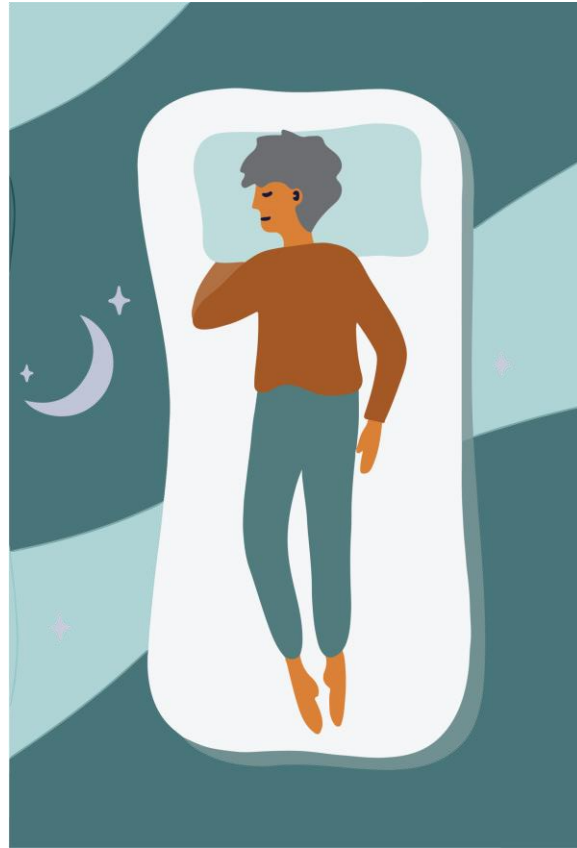
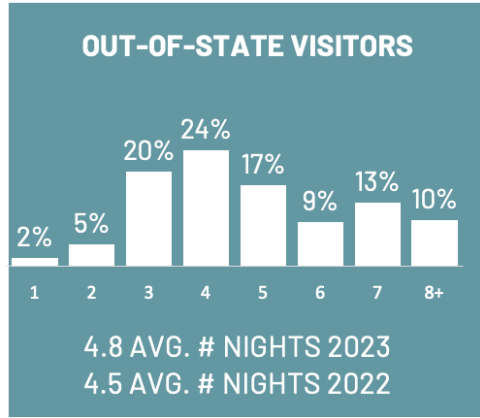
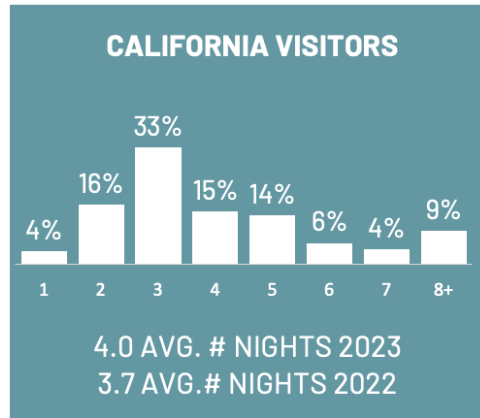
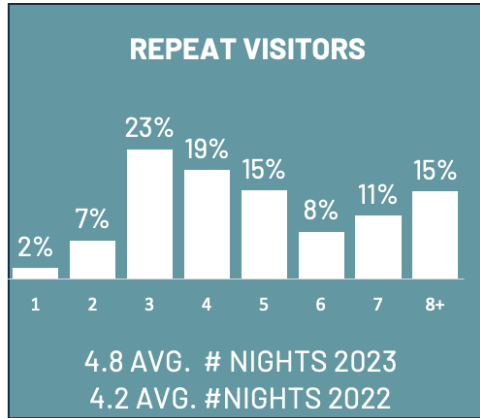
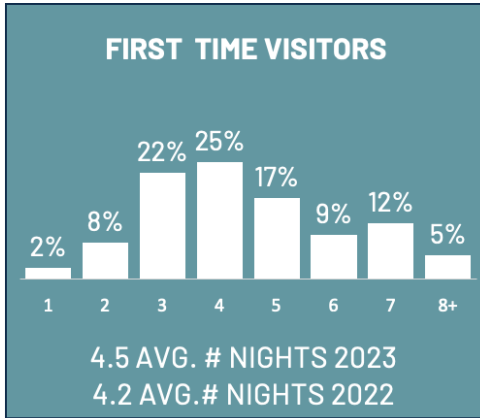
# PARTY SIZE



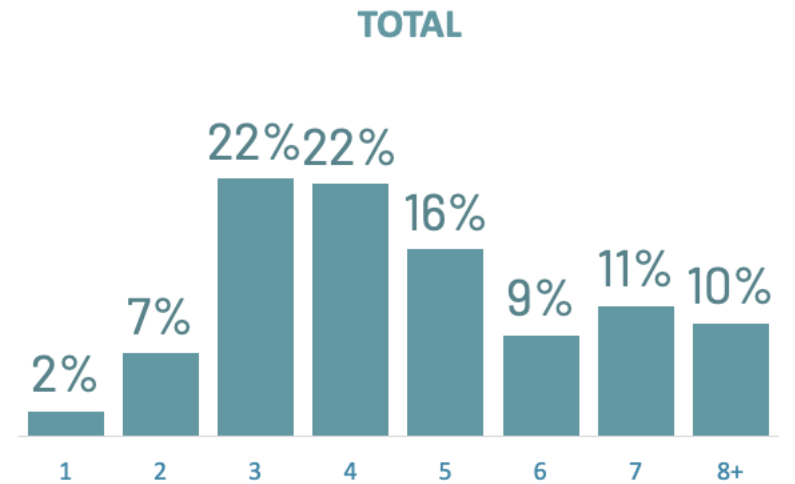
# TRAVEL COMPANIONS



# AVERAGE # OF NIGHTS

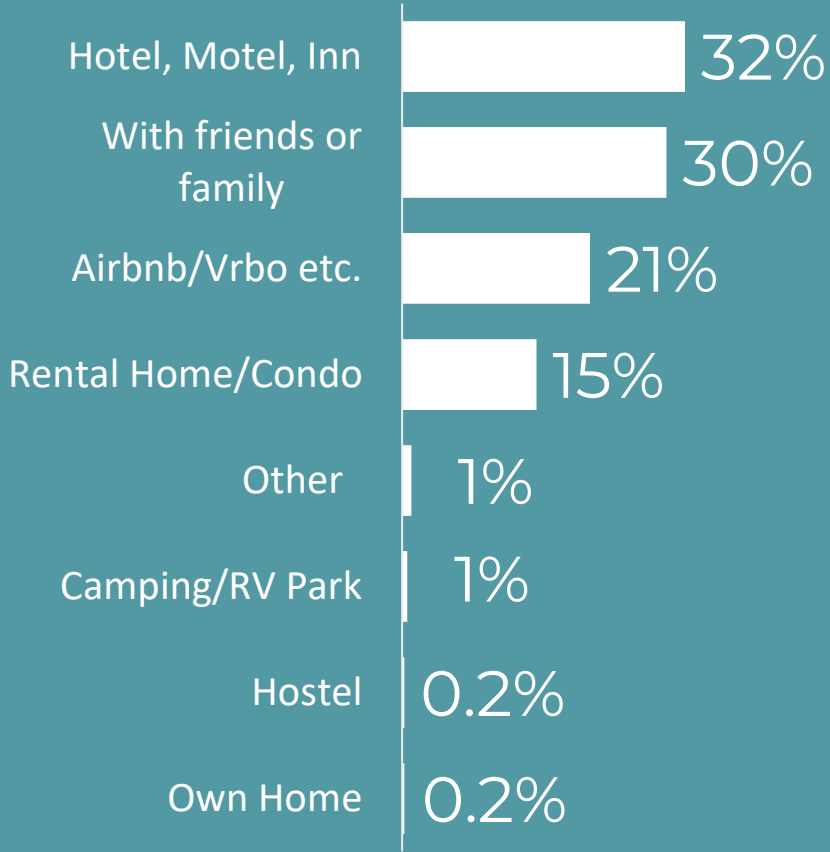


4.6 AVG. # NIGHTS 2023  
4.2 AVG. # NIGHTS 2022

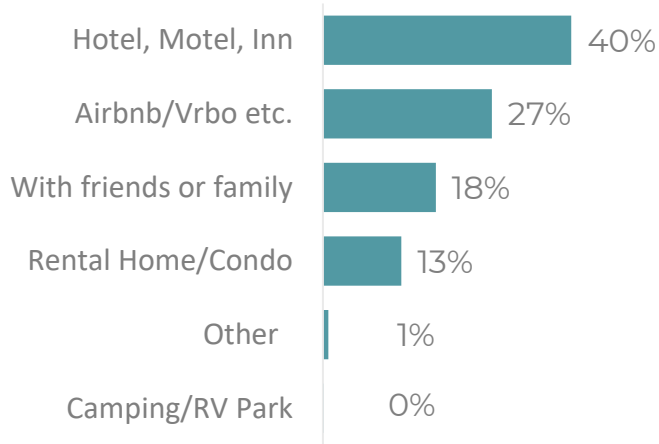


*Average # of nights increased in 2023.*

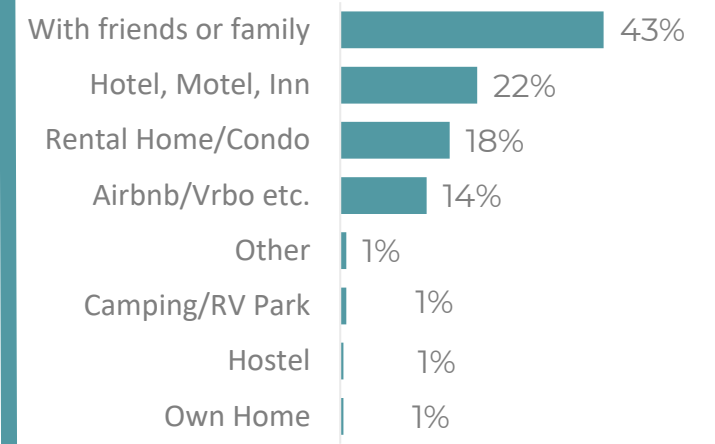
# ACCOMMODATIONS



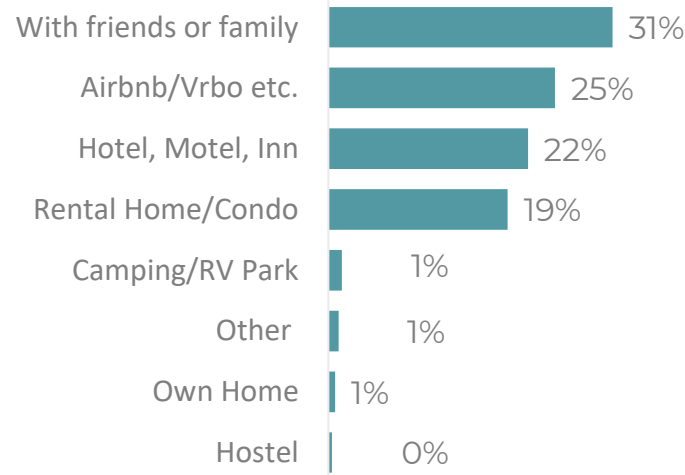
## FIRST TIME VISITORS



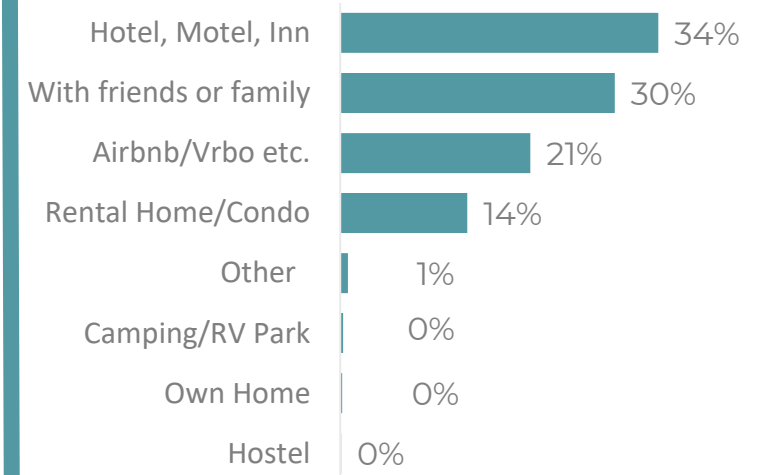
## REPEAT VISITORS



## CALIFORNIA VISITORS



## OUT-OF-STATE VISITORS





# LOCAL TRANSPORTATION



## FROM AIRPORT

|                              |       |
|------------------------------|-------|
| Friend's or Family's vehicle | 36.7% |
| Shuttle Service              | 34.0% |
| Rental Car                   | 14.5% |
| Taxi                         | 8.3%  |
| Other                        | 4.3%  |
| Ski Club                     | 1.1%  |
| Transit/Bus                  | 0.6%  |
| Uber/Lyft                    | 0.4%  |

## IN-TOWN

|                              |       |
|------------------------------|-------|
| Friend's or Family's vehicle | 41.6% |
| Free Town Shuttle (ML)       | 23.3% |
| Rental Car                   | 14.5% |
| Shuttle Service              | 12.6% |
| Other                        | 3.8%  |
| Taxi                         | 2.4%  |
| Ski Club                     | 0.9%  |
| Walk                         | 0.6%  |
| Uber/Lyft                    | 0.3%  |

# VISITOR DEMOGRAPHICS

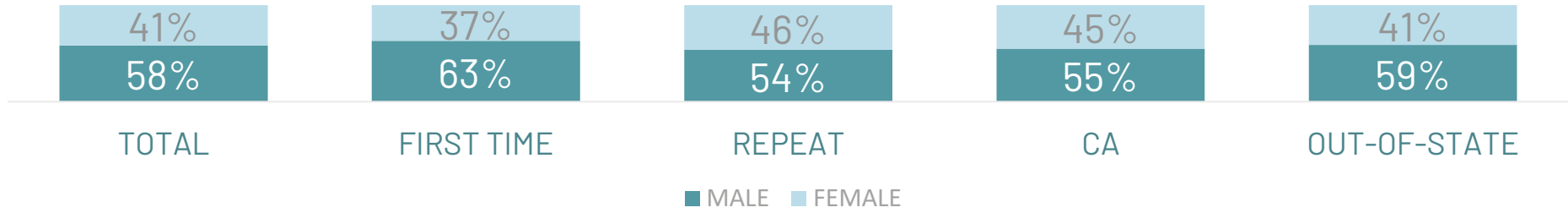




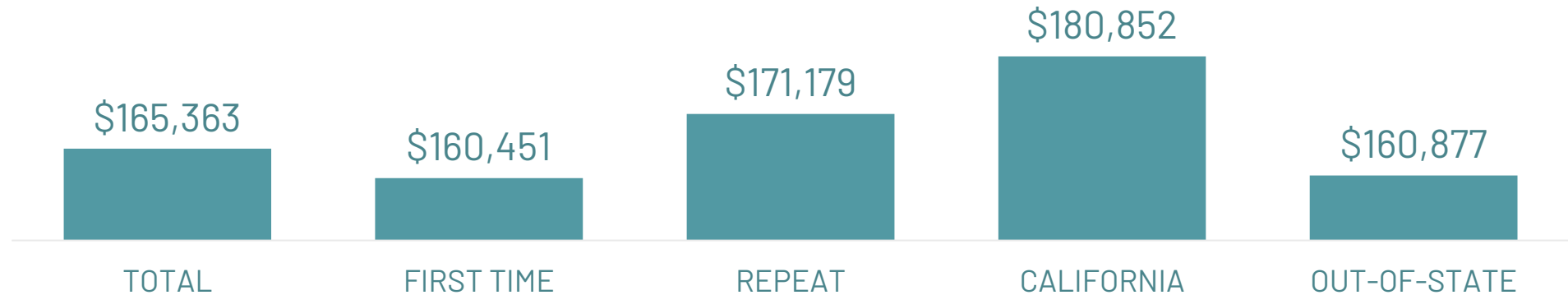
# DEMOGRAPHICS



## GENDER



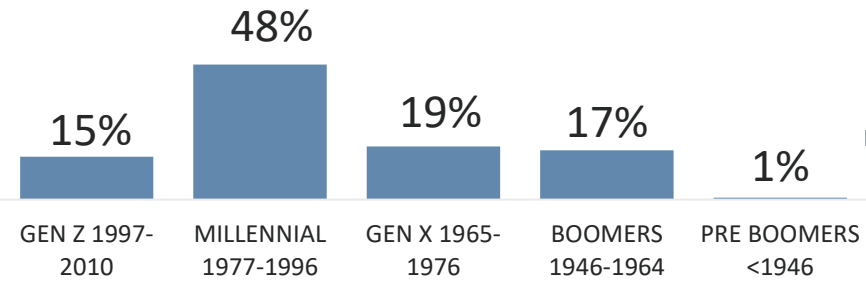
## AVERAGE HOUSEHOLD INCOME



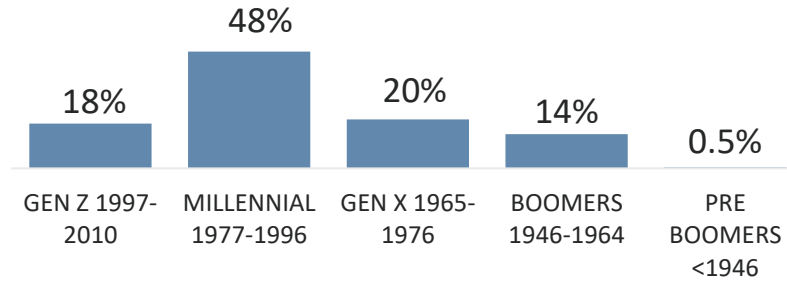
# DEMOGRAPHICS



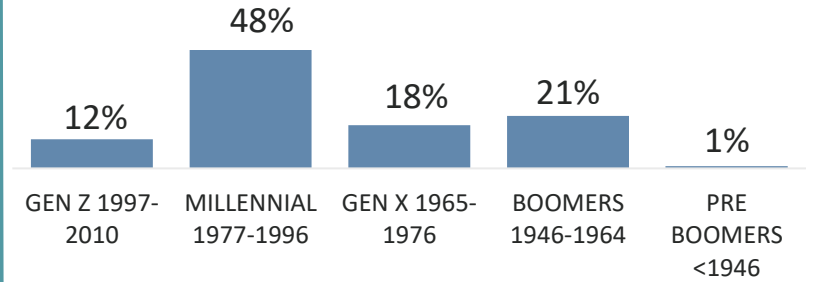
## TOTAL GENERATION



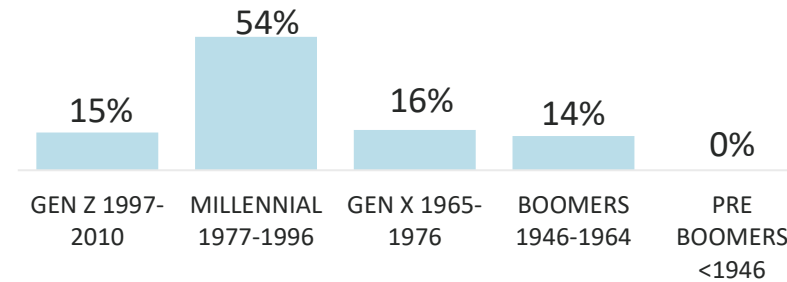
## FIRST TIME



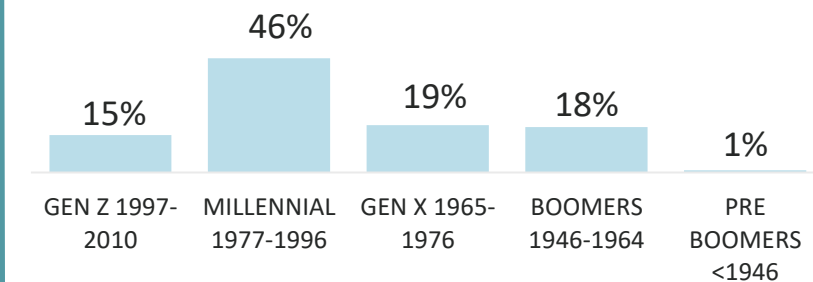
## REPEAT



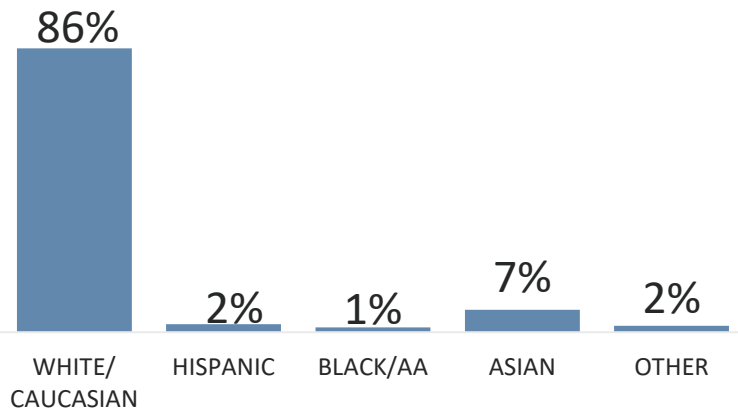
## CALIFORNIA



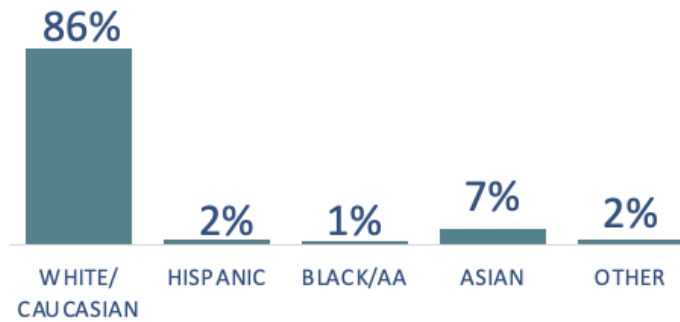
## OUT OF STATE



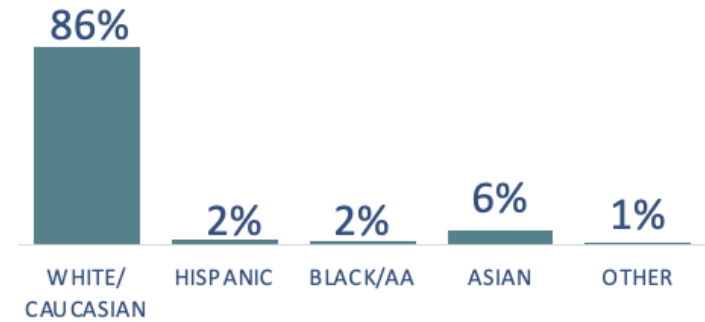
# DEMOGRAPHICS



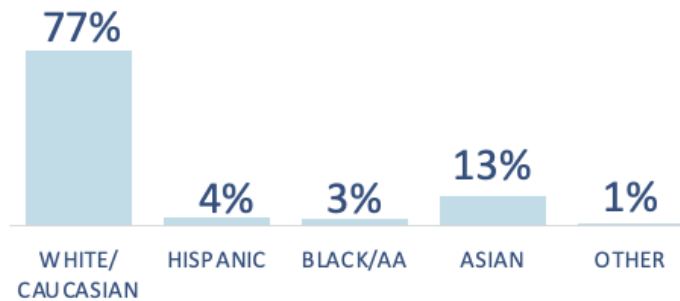
## FIRST TIME VISITORS



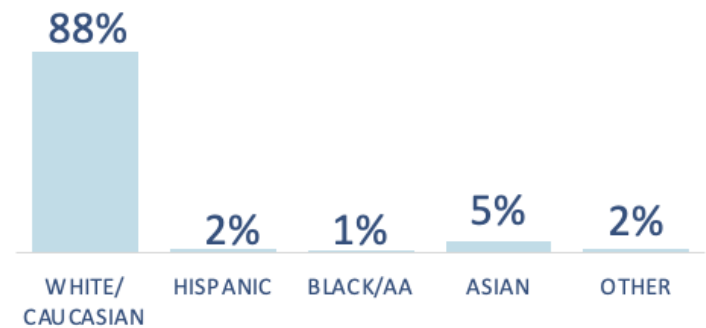
## REPEAT VISITORS



## CALIFORNIA VISITORS



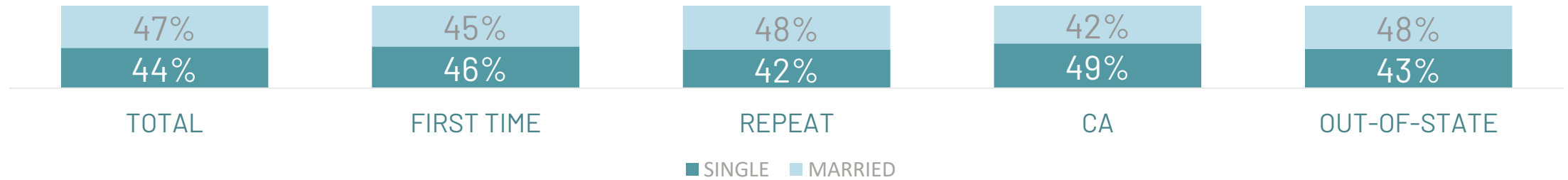
## OUT-OF-STATE VISITORS



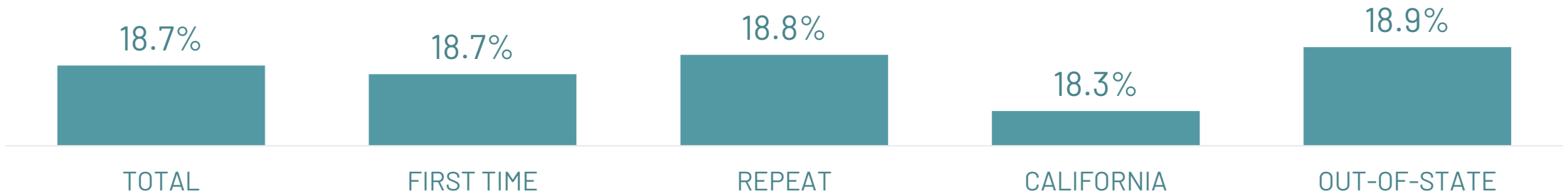
# DEMOGRAPHICS



## MARITAL STATUS



## CHILDREN IN HOUSEHOLD



# EASTERN SIERRA REGIONAL AIRPORT & BISHOP

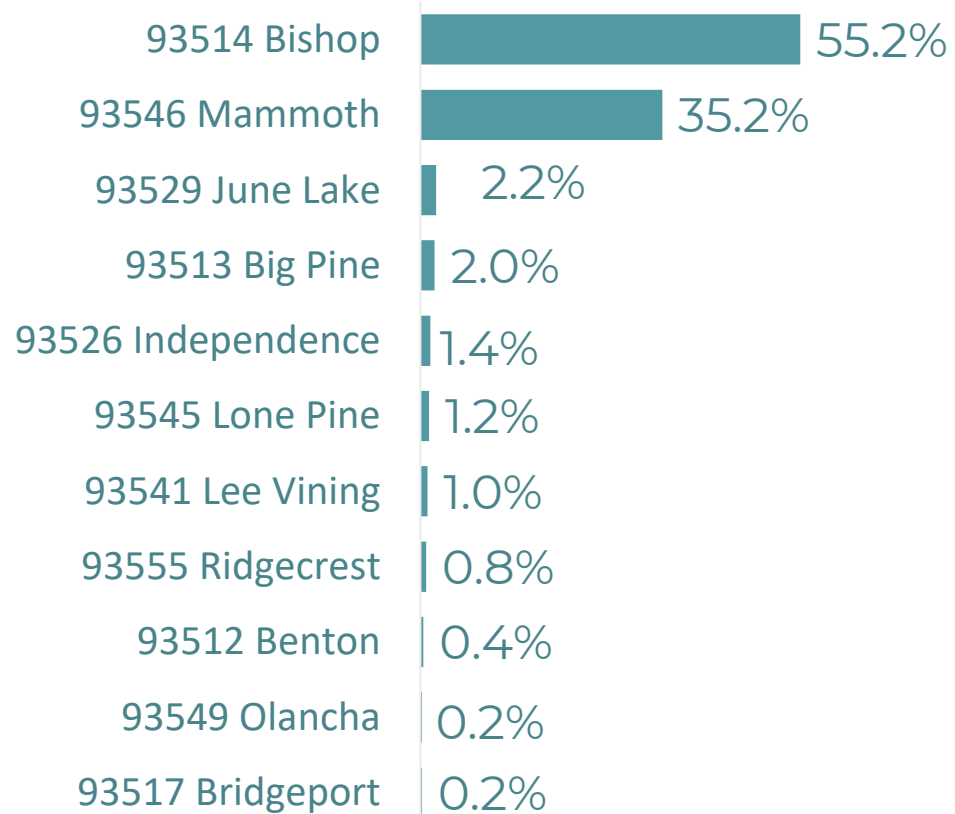
LOCALS & VISITORS



# LOCALS



## LOCAL ZIP CODES



**46%**

FIRST TIME USING BIH

**54%**

# TRIPS PAST YR

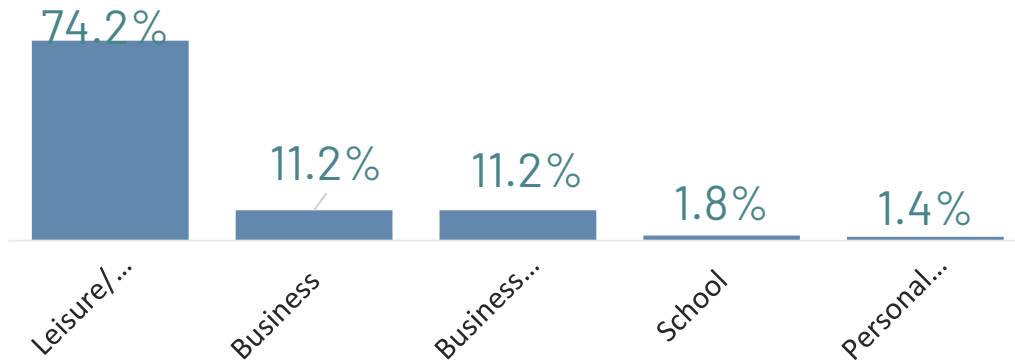
16% 1X/YR  
48% 2-3X/YR  
22% 3-5X/YR  
14% 6+X/YR



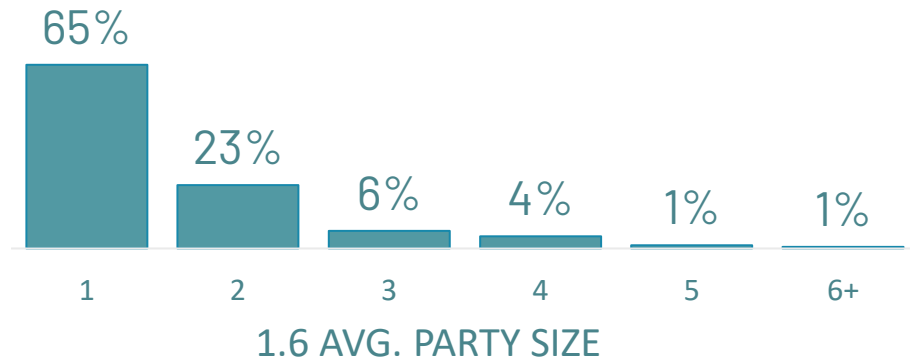
# LOCALS



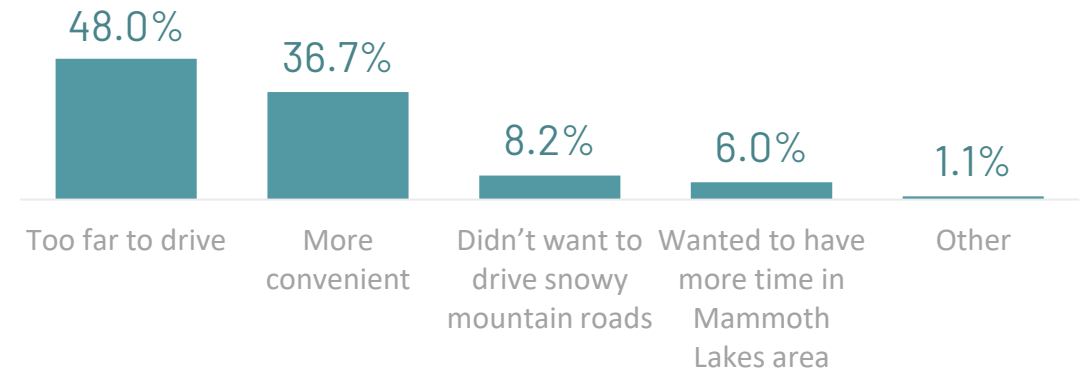
## TRIP PURPOSE



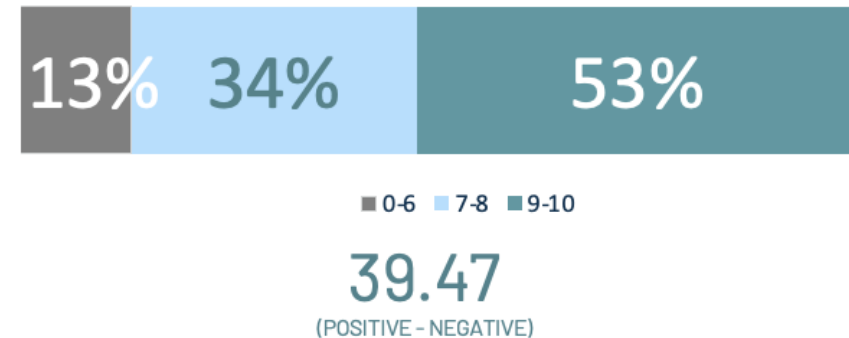
## PARTY SIZE



## REASON FOR FLYING INSTEAD OF DRIVING



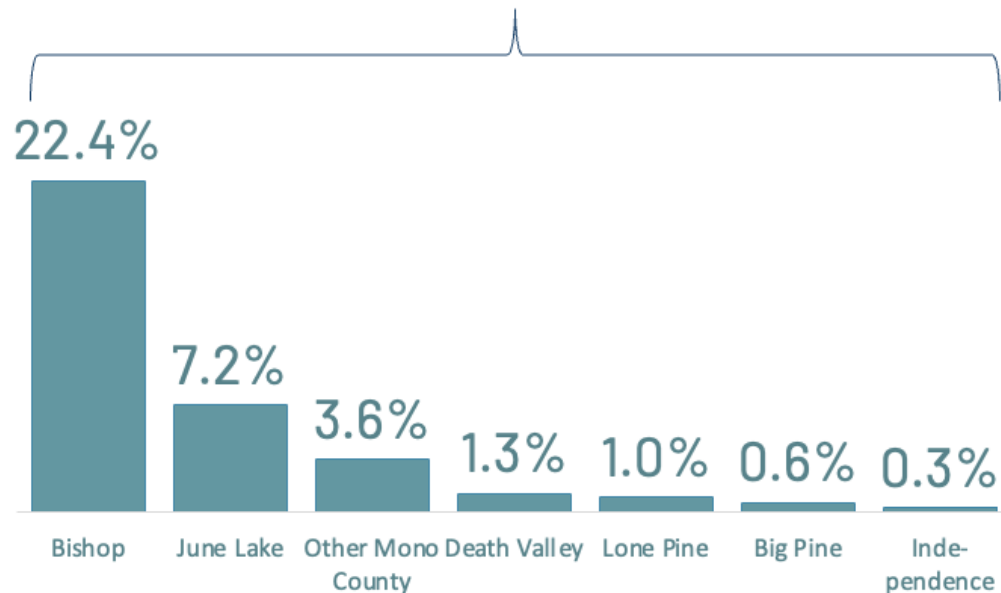
## UNITED POSITIVE RATING



# PRIMARY MAMMOTH LAKES VISITORS WILL / DID VISIT OTHER AREA DESTINATIONS



36%



## BISHOP ACTIVITIES –WILL/DID VISIT

|   |     |
|---|-----|
| Visit local restaurants                                 | 38% |
| Visit local shops                                       | 21% |
| Stay overnight in a hotel, motel or inn                 | 14% |
| Stay overnight in a rental Home/Condo, Airbnb/Vrbo etc. | 5%  |
| Rock climbing or Bouldering                             | 2%  |
| Visit a museum  | 2%  |

# PRIMARY BISHOP VISITORS



## BISHOP ACTIVITIES –WILL/DID VISIT



|   |       |
|---|-------|
| Visit Friends/Family                                    | 23.3% |
| Rock climbing or Bouldering                             | 19.4% |
| Visit local restaurants                                 | 13.3% |
| Other-Please specify                                    | 11.7% |
| Stay overnight in a hotel, motel or inn                 | 8.9%  |
| Visit local shops                                       | 7.8%  |
| Work  | 7.8%  |
| Stay overnight in a rental Home/Condo, Airbnb/Vrbo etc. | 3.9%  |
| Visit a museum  | 3.3%  |



# FUTURE AIR SURVEYS



# Q'S FOR FUTURE AIR SURVEYS

- Add questions to provide value to air travelers
- Ask repeat visitors...
  - How often do they plan on visiting?
  - Winter and other seasons?
- Ask first time visitors...
  - Do they plan to return?
  - If so, when?
  - Would they consider other seasons?
- Add a spending per day/per person question
- Should groups (conferences, ski clubs) be separated from overall visitors and apply different values to them?
- Ask why they gave United Airlines and Mammoth Lakes a negative rating



**SUBSIDY/MRG CAP VS. ACTUAL**  
**WHAT DOES AIR SERVICE COST?**





# UNDERSTANDING AIR SUBSIDY/MRG

---

- What is Air Subsidy or Minimum Revenue Guarantee (MRG)
  - The MRG is the cost of United providing our Eastern Sierra Communities air service
  - If a flight revenue fall short of the cost to fly the flight, we owe money
  - If a flight revenue exceeds the cost to fly the flight, we bank that revenue against losses
  - The annual MRG paid is the difference between the costs to operate and the revenue paid for seats
  - The goal is always to minimize the cost of the subsidy by increased load factor and fares
  - If markets become more self sustaining (low to no MRG) the year-round service, additional markets or airlines become part of the conversation
  - Without an MRG, United would fly to a market they know is profitable for them and we would not have air service



# AIR SUBSIDY - WINTER 2022-23

- 2022-23 we had a cap of \$2,347,000, this is the MAXIMUM we would pay for air service
  - Annually we must budget to this number to be safe – goal is to always come in under
- The actual revenue shortfall for winter 2022-23 (MRG) was \$1,332,310
- IMPORTANT NOTE: TBID can only pay the portion related to Mammoth Lakes visitors and can't cover:
  - Local usage for both Mono and Inyo County resident
  - Visitation outside of Mammoth Lakes (Convict Lake, Mt. Whitney, Bishop etc.)
- Funding partnership for MRG currently includes three parties
  - Mammoth Lakes Tourism through the Tourism Business Improvement District (TBID)
  - Inyo County
  - Mammoth Mountain Ski Area
- Future partnerships should include participation, at some level, from:
  - Town of Mammoth Lakes
  - City of Bishop
  - Mono County



**FUTURE AIR SERVICE**  
**YEAR ROUND – NEW MARKETS**  
**NEW CARRIERS**





# WHAT'S NEXT FOR AIR SERVICE AT BIH?

- Year-round air service
  - United is not interested right now
  - Pilots and plane shortages always challenging
  - Even if we could secure service for spring and fall – could be upwards of \$2m+ in subsidy risk
- Goal is to maximize success of existing markets of San Francisco and Denver
- Next steps could be to expand service through existing markets for economies of scale
- Connectivity to the world is paramount when looking at the future – for visitors, but also access for residents of the Eastern Sierra
- Airlines like American, Delta and Alaska are ones we will be exploring possible future service with
- New Embraer 175 plane will allow us access to these airlines where the current CRJ is not prevalent with these carriers (outdated and retired aircraft for most)



**THANK YOU**





# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 13, 2023

Reference ID:  
2023-3836

### United Airlines Winter 2022-2023 Air Service Subsidy Contract

County Administrator

ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

#### RECOMMENDED ACTION:

- (A) Approve the Winter 2022-2023 Commercial Air Service Revenue Guarantee Cost Sharing Agreement with Mammoth Lakes Tourism and authorize the Board Chair to sign;
- (B) Approve the payment of Invoice #2452 from Mammoth Lakes Tourism in the amount of \$266,462.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

On May 9, 2023 your Board received a presentation regarding the nature and structure of the United Airlines Air Subsidy and authorized the addition of \$300,000 be placed in Fiscal Year 2022 - 2023 budget for the purpose of paying the local contribution for the United Airlines 2022 - 2023 Winter Air Service Subsidy. This item will approve a contract with Mammoth Lakes Tourism (who is responsible for the subsidy with United Airlines) and authorize payment of the actual amount of that subsidy (\$266,462).

#### FISCAL IMPACT:

|  |   |                    |        |
|--|---|--------------------|--------|
| <b>Funding Source</b>  | CAO-ACO - Bishop Airport Commercial Subsidy | <b>Budget Unit</b> | 150100 |
| <b>Budgeted?</b>   | Yes   | <b>Object Code</b> | 5543   |
| <b>Recurrence</b>  | One-Time Expenditure                        |                    |        |
| <b>Current Fiscal Year Impact</b>  |   |                    |        |
| \$300,000 which was added to the FY 22-23 budget during the 3rd Quarter. |   |                    |        |
| <b>Future Fiscal Year Impacts</b>  |   |                    |        |
| Unknown at this time.  |   |                    |        |
| <b>Additional Information</b>  |   |                    |        |

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide to not approve of this cost sharing agreement and associated expenditure. This is not recommended as doing so would result in a funding gap for the 2022-2023 Winter Air Service Subsidy and potentially threaten the future of air service for the region.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Winter 22-23 Air Subsidy Invoice
2. MLT-County Air Service Cost Sharing Agreement - Winter 2023

**APPROVALS:**

|                |                              |
|----------------|------------------------------|
| Nate Greenberg | Created/Initiated - 6/5/2023 |
| Darcy Ellis    | Approved - 6/5/2023          |
| John Vallejo   | Approved - 6/8/2023          |
| Amy Shepherd   | Approved - 6/8/2023          |
| Nate Greenberg | Final Approval - 6/8/2023    |





Mammoth Lakes Tourism  
 PO Box 48  
 Mammoth Lakes, CA 93546

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 5/26/2023 | 2452      |

| Bill To   |
|---|
| Inyo County<br>Attn: Nate Greenberg<br>County Administrative Officer<br>168 N. Edwards Street<br>Independence, CA 93526 |

| Due Date  |
|-----------|
| 6/25/2023 |

| Description                            | Amount       |
|--|--------------|
| BIH Winter 2022-23 Air Service Subsidy | 266,462.00   |
| Sales Tax                              | 0.00         |
| <b>Total</b>                           |              |
|  | \$266,462.00 |

## **COMMERCIAL AIR SERVICE REVENUE GUARANTEE COST SHARING AGREEMENT**

This Cost Sharing Agreement (“Agreement”) is made by and between Mammoth Lakes Tourism, a California non-profit corporation (“MLT”) and the County of Inyo, a California public agency (“County”), collectively referred to as “Parties” and individually as “Party.”

### RECITALS

- A. MLT is the Direct Marketing Organization formed to promote the development and marketing of the Town of Mammoth Lakes, a California municipal corporation and a general law city (“Town”) as a travel destination. A core aspect of MLT's mission is to promote the economic well-being of the Mammoth Lakes community through the development and execution of well-planned tourism sales and marketing strategies. MLT recognizes that the availability of commercial air service to the Town directly serves MLT's mission.
- B. County recognizes the availability of commercial air service promotes tourism to the entire County.
- C. Parties have a joint interest in establishing, maintaining, and expanding commercial air service to Bishop Airport (“BIH”) under mutually acceptable conditions.
- D. United Airlines, Inc. (“Airline”) is a commercial air service provider that desires to provide air service to BIH.
- E. MLT and Airline entered into an “Air Service Agreement,” attached as Exhibit A, which provides Airline a minimum revenue guarantee cap up to, but to not exceed, Two Million Three Hundred Forty-Seven Thousand Seven Hundred and Nine Dollars (\$2,347,709 ).
- F. It is the intent of the Parties, as set forth in greater detail herein, to assume the entire cost of guaranteeing the minimum revenue of Airline’s commercial flights to BIH for the winter season, defined to mean December 15, 2022, through April 2, 2023 (“Winter Season”).
- G. Winter United Airlines 2022-23 subsidy came in at an actual cost of \$1,332,310.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

- I. Cost Sharing. Parties agree to share the financial obligations incurred in connection with the Air Service Agreements as follows:



- I.1. MLT shall provide the initial tranche of funding to support the minimum revenue guarantee for the Winter Season. Based on the total actual subsidy of \$1,332,310, MLT will pay 80% - calculated at \$1,065,848 (“MLT’s Obligation”).
  - I.2. The County of Inyo shall provide the next tranche of funding to support the minimum revenue guarantee for the Winter Season in an amount not to exceed Two Hundred Sixty-Six Thousand Four Hundred Sixty-Two (\$266,462), the 20% local match (“County’s Obligation”).
2. Invoicing and MLT Payments.
  - 2.1. MLT shall pay the entire cost of the minimum revenue guarantee in advance of the service start date upon receipt of invoices from Airline.
  - 2.2. Within five (5) days of receipt of a final season end subsidy invoice from Airline, MLT shall provide a copy of the invoice to County, and the Parties shall jointly review the invoice, determine whether it is correct, and decide whether to pay or contest it.
  - 2.3. MLT shall include with each invoice accountings showing how the invoiced amounts were calculated, as well as documentation in the possession of MLT which supports the accounting.
  - 2.4. Within thirty (30) days of the Parties’ determination that the invoice is accepted for payment, County shall pay the invoiced amount to MLT.
  - 2.5. In the event County requests additional supporting documentation from MLT which MLT has in its possession or has a legal or contractual right to obtain from Airline, the thirty-day period shall commence to run upon the delivery of the last requested item.
3. No Set Off by County. County shall make all payments due MLT pursuant to this Agreement without deduction or offset, and County waive any right of offset they now have or may have against MLT and its successors and assigns with respect to the County’s Obligation.
4. Term. This Agreement shall remain in place until June 30, 2023, or until Inyo County satisfies its accepted payment obligation, whichever is later.
5. No Agency, Joint Venture or Partnership. This Agreement shall in no way be construed to create, and shall not be deemed to have created, any relationship of employer/employee, master/servant, principal/agent, partnership, joint venture, or otherwise. No Party shall have authority, whether express or implied, to bind the others to any contractual or other third-party relationship, obligation, or liability.
6. Indemnification. Each Party shall indemnify and hold harmless the other Parties, and its officers, directors, employees and agents from all liabilities, damages, losses, claims, suits, judgments, costs and expenses, including reasonable attorneys' fees, directly or indirectly

incurred by the other Party from claims by third parties as the result of or arising out of or in connection with its respective products or services supplied in connection with this Agreement, to the extent allowed by law.

7. Entire Agreement. This Agreement is intended by the Parties to be the final expression of the intentions and agreements of the Parties related to the subject matter of this Agreement. This Agreement supersedes any prior agreements, whether oral or written. Any modifications to this Agreement shall be of no force or effect unless made in writing and signed by the Party or Parties to be charged.
8. Severability. In the event any term or provision of this Agreement is deemed to be in violation of law, null and void, or otherwise of no force or effect, the remaining terms and provisions of this Agreement shall remain in full force and effect.
9. Governing Law. The terms and provisions of this Agreement shall be interpreted and governed pursuant to the laws of the State of California.
10. Notices. Any Notice or other written communication required or permitted to be given hereunder shall be deemed to be given when hand delivered, sent by email with read receipt requested, or sent via UPS, Federal Express, or similar overnight express service, in all cases addressed to the parties at their respective addresses referenced below for delivery:

Mammoth Lakes Tourism  
Attention: John Urdi, Executive Director  
P.O. Box 48  
Mammoth Lakes, CA 93546  
Telephone: (760) 934-2712 x 1259  
Email: JUrdi@VisitMammoth.com

County of Inyo  
Attention: Nate Greenberg, County Administrative Officer  
P.O. Box 518  
Independence, CA 93526  
Telephone: 760-878-0292  
Email: ngreenberg@inyocounty.us

11. Remedies. The remedies specified in this Agreement shall be in addition to and not exclusive of, any other remedies available to a Party at law or in equity.
12. Joint Preparation. This Agreement shall be deemed to be jointly prepared by all Parties hereto. In connection therewith, the provisions of Civil Code section 1654 shall not be deemed applicable in the event of any interpretation of this Agreement.

13. Effect of Waiver. If either Party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights, or elections or in any way affect the validity of this Agreement. The failure of a Party to exercise any of these provisions, rights or elections will not preclude or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
14. No Right to Assign Agreement. No Party shall assign, transfer or sell all or any part of its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of the other Parties.
15. Counterparts. This Agreement may be executed in one or more counterparts. All counterparts shall be valid and binding on the Party executing them and shall, when taken together, constitute one and the same document for all purposes. Parties each hereby agrees to execute, acknowledge and deliver any and all further instruments and other documents as the other may reasonably determine to be necessary or desirable for the achievement or furtherance of the purposes, terms and/or conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement shall take effect upon the date of the last signature below.

|   |   |
|---|---|
| <p>“MLT”<br/>Mammoth Lakes Tourism</p> <p>Signature: _____</p> <p>Printed: _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p>“County”<br/>County of Inyo</p> <p>Signature: _____</p> <p>Printed: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
|---|---|



# INYO COUNTY BOARD OF EQUALIZATION

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA

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

**NOTICES TO THE PUBLIC: (1)** This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes.

Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto: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). (2) 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).

### June 13, 2023

1 P.M.

1. **Election of Officers** – The Board of Equalization will elect a Chairperson and Vice Chairperson for calendar year 2023.
2. **Minutes** – Request Board approve the minutes of the November 29, 2022 Board of Equalization meeting.
3. **Oaths** – The Assistant Clerk of the Board will administer oaths to all parties planning to provide testimony during today's proceedings, as well as anyone who will give evidence during the assessment appeal hearing.
4. **Assessment Appeal Hearing** to consider Assessment Appeal No. 2021-05 concerning Assessor Parcel No. 0263101800, submitted by the Hile Family Trust.
5. **Adjourn**

# MINUTES

# County of Inyo Board of EQUALIZATION

November 29, 2022

The Board of Equalization of the County of Inyo, State of California, met in regular session at the hour of 8:30 a.m., on Tuesday, November 29, 2022, in the Board of Supervisors Room, at the County Administrative Center, in Independence, with the following Board Members present per California Assembly Bill 361: Vice Chair Jennifer Roeser, presiding, Jeff Griffiths, Rick Pucci, and Matt Kingsley. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, Assistant Clerk of the Board Darcy Ellis and Office Clerk Hayley Carter. Absent: Dan Totheroh.

**Minute Approval** Moved by Supervisor Kingsley and seconded by Supervisor Pucci to approve the minutes of the Board of Equalization meetings of October 25, 2022. Motion carried unanimously 4-0, with Supervisor Totheroh absent.

**Oaths** The Assistant Clerk of the Board administered oaths to Ms. Allison Krohn, Auditor-Appraiser with the Assessor's Office, Assessor David Stottlemire, and Lonnie Clark and Pritesh Patel, representing the appellant.

**Stipulation Agreements/Nos. 2020-02, 2020-04** Consultant Erik Endler, contracted by the Assessor, gave an overview of his findings to the Board. The Board members asked questions and Endler explained his approach.

The Board discussed and considered the following stipulation agreements:

1. Assessment Appeal No. 2020-02, concerning Assessor Parcel No. 0412800700 and submitted by Xanterra Parks & Resorts; and
2. Assessment Appeal No. 2020-04, concerning Assessor Parcel No. 0412800200 and submitted by Xanterra Parks & Resorts.

The BOE went into closed-door deliberations at 8:52 a.m. and returned to open session at 9:18 a.m.

Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to approve the stipulation agreements for the following appeals, triggering automatic withdrawal of applications nos. 2020-03, 2020-05, 2020-20, 2020-21:

1. Assessment Appeal No. 2020-02, concerning Assessor Parcel No. 0412800700 and submitted by Xanterra Parks & Resorts;
2. Assessment Appeal No. 2020-04, concerning Assessor Parcel No. 0412800200 and submitted by Xanterra Parks & Resorts

Motion carried 4-0 with Supervisor Totheroh absent.

**Adjournment** The Vice Chairperson adjourned the Board of Equalization meeting at 9:29 a.m.

\_\_\_\_\_  
*Chairperson, Inyo County Board of Equalization*

*Attest: NATE GREENBERG  
Clerk of the Board*

by: \_\_\_\_\_  
*Darcy Ellis, Assistant*

**ASSESSMENT APPEAL APPLICATION**

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Mail to: Inyo County Clerk of the Board  
 County Administrative Center  
 P.O. Drawer N  
 Independence, CA 93526  
 Phone (760) 878-0373

APPLICATION NUMBER: Clerk Use Only  
 2021-05

**1. APPLICANT INFORMATION - PLEASE PRINT**

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME  
 HIKE FAMILY TRUST

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)  
 150 SUNSET DRIVE

CITY: WONE PINE STATE: CA ZIP CODE: 93545 DAYTIME TELEPHONE: (760) 876-5354 ALTERNATE TELEPHONE: ( ) FAX TELEPHONE: ( )

EMAIL ADDRESS: gillianwhite@gmail.com

**2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)**

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)  
 COMPANY NAME  
 CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)  
 MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)  
 CITY STATE ZIP CODE DAYTIME TELEPHONE ALTERNATE TELEPHONE FAX TELEPHONE

AUTHORIZATION ATTACHED

**AUTHORIZATION OF AGENT**  
 The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.  
 The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE TITLE DATE

**3. PROPERTY IDENTIFICATION INFORMATION**

Yes  No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable) ASSESSMENT NUMBER (if applicable) ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable)  
 0263101800

PROPERTY ADDRESS OR LOCATION DOING BUSINESS AS (DBA), if appropriate  
 150 Sunset Drive, CA 93545

PROPERTY TYPE  SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX  AGRICULTURAL  POSSESSORY INTEREST  
 MULTI-FAMILY/APARTMENTS: NO. OF UNITS \_\_\_\_\_  MANUFACTURED HOME  VACANT LAND  
 COMMERCIAL/INDUSTRIAL  WATER CRAFT  AIRCRAFT  OTHER: \_\_\_\_\_  
 BUSINESS PERSONAL PROPERTY/FIXTURES

| 4. VALUE                             | A. VALUE ON ROLL | B. APPLICANT'S OPINION OF VALUE | C. APPEALS BOARD USE ONLY  |
|--------------------------------------|------------------|---------------------------------|--|
| LAND                                 | 230000           |                                 | <b>RECEIVED</b><br><br><b>AUG 16 2021</b><br><br>Inyo County Administrator<br>Clerk of the Board |
| IMPROVEMENTS/STRUCTURES              | 245000           |                                 |  |
| FIXTURES                             |                  |                                 |  |
| PERSONAL PROPERTY (see instructions) |                  |                                 |  |
| MINERAL RIGHTS                       |                  |                                 |  |
| TREES & VINES                        |                  |                                 |  |
| OTHER APPRAISAL 2021 TOTAL           | 475000           | 442000                          |  |
| PENALTIES (amount or percent)        |                  |                                 |  |

5. TYPE OF ASSESSMENT BEING APPEALED  Check only one. See instructions for filing periods

REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR

SUPPLEMENTAL ASSESSMENT

\*DATE OF NOTICE: \_\_\_\_\_ ROLL YEAR: \_\_\_\_\_

ROLL CHANGE  ESCAPE ASSESSMENT  CALAMITY REASSESSMENT  PENALTY ASSESSMENT

\*DATE OF NOTICE: \_\_\_\_\_ \*\*ROLL YEAR: \_\_\_\_\_

**\*Must attach copy of notice or bill, where applicable      \*\*Each roll year requires a separate application**

6. REASON FOR FILING APPEAL (FACTS)

See instructions before completing this section.

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

A. DECLINE IN VALUE

The assessor's roll value exceeds the market value as of January 1 of the current year.

B. CHANGE IN OWNERSHIP

- 1. No change in ownership occurred on the date of \_\_\_\_\_.
- 2. Base year value for the change in ownership established on the date of \_\_\_\_\_ is incorrect.

C. NEW CONSTRUCTION

- 1. No new construction occurred on the date of 8/9/21
- 2. Base year value for the completed new construction established on the date of \_\_\_\_\_ is incorrect.
- 3. Value of construction in progress on January 1 is incorrect.

D. CALAMITY REASSESSMENT

Assessor's reduced value is incorrect for property damaged by misfortune or calamity.

E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.

- 1. All personal property/fixtures.
- 2. Only a portion of the personal property/fixtures. Attach description of those items.

F. PENALTY ASSESSMENT

Penalty assessment is not justified.

G. CLASSIFICATION/ALLOCATION

- 1. Classification of property is incorrect.
- 2. Allocation of value of property is incorrect (e.g., between land and improvements).

H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.

- 1. Amount of escape assessment is incorrect.
- 2. Assessment of other property of the assessee at the location is incorrect.

I. OTHER

Explanation (attach sheet if necessary) \_\_\_\_\_

7. WRITTEN FINDINGS OF FACTS ( \$ \_\_\_\_\_ per \_\_\_\_\_ )

Are requested.  Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND See instructions.

Yes  No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number \_\_\_\_\_, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)

SIGNED AT (CITY, STATE)

DATE

NAME (Please Print)

*[Handwritten Signature]*  
GM HILE

Home Pine CA 8/19/21  
93545

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER  AGENT  ATTORNEY  SPOUSE  REGISTERED DOMESTIC PARTNER  CHILD  PARENT  PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE

**DECLARATION OF SERVICE**

I am employed in the County of Inyo, I am over the age of 18 years and I am not a party to the within entitled action. My business address is **P.O. Box N, Independence, CA 93526.**

On **April 3, 2023**, I served the foregoing document(s) described as follows:

**LETTER NOTIFYING TAXPAYER/AUTHORIZED AGENT OF TAX ASSESSMENT APPEAL HEARING; HEARING DATE CONFIRMATION NOTICE**

on the following parties in said action, as shown below,

**HILE FAMILY TRUST  
C/O GILLIAN HILE  
150 SUNSET DRIVE  
LONE PINE, CA 93545**

by the following means:

- (By Mail) I personally deposited said envelope(s) with the United States Postal Service at **Independence**, California, with first class postage thereon fully prepaid.
- (By Mail) I deposited such envelope(s) in the mail at **Independence**, California. I am readily familiar with the County's practice whereby the mail, after being placed in a designated area, is given the appropriate first class postage and is deposited with the United States Postal Service on that same day.
- (By Certified Mail) I personally deposited said envelope(s) with the United States Postal Service at **Independence**, California, with first class postage thereon fully prepaid.
- (By e-mail) to all e-mail addresses on the Service List attached.
- (By Personal Service) I caused such envelope(s) to be delivered personally to the office(s) of addressee(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: 4/3/23

  
\_\_\_\_\_  
Darcy Ellis, Assistant Clerk  
Inyo County Board of Equalization





# INYO COUNTY BOARD OF EQUALIZATION

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



April 3, 2023

Hile Family Trust  
c/o Gillian Hile  
150 Sunset Drive  
Lone Pine, CA 93545

**Re: Assessor Parcel No. 0263101800**

Dear Ms. Hile,

Please be advised that your application (No. 2021-05) appealing the assessed valuation of the above referenced property has been set to be heard by the Inyo County Board of Equalization at 1 p.m. Tuesday, June 13, 2023, in the Board of Supervisors Room, located at the County Administrative Center at 224 N. Edwards, Independence, California.

This meeting is accessible to the public both in person and via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

If guidelines with regard to access to Board meetings change, you will be notified prior to your hearing.

At the date and time set forth above you must appear personally at the hearing or be represented by an agent who shall be thoroughly familiar with the facts pertaining to the matter before the Board. Any person, other than an attorney at law, purporting to act as an agent for you shall, prior to the hearing, file with the Clerk written authority, signed by you, to represent you at the hearing. An appearance by an officer or an employee of a corporate applicant or by a relative mentioned by Board of Equalization Rule 320 requires no written authorization. Failure to appear, personally or by an authorized agent, may result in your application being denied. If you are unable to attend the hearing as scheduled your application may be continued by the Board upon your showing of good cause. Good cause may be established only by a written statement signed by the applicant, or his authorized agent, setting forth the facts and circumstances explaining the inability to appear at the scheduled hearing. Such written declaration must be received by the Board of Equalization prior to the date and time of the scheduled hearing.

Denial of an application for lack of appearance of the applicant or his agent may be reconsidered when the applicant furnishes evidence of good cause for the failure to appear or to make a timely request for postponement and files a written request for reconsideration within a period not to exceed 60 days from the date of mailing of the notification of the denial due to lack of appearance.

Applicable law requires that you be provided notification of the following:

1. *The Board of Equalization is required to find taxable value of the property in question from the evidence presented at the hearing.*
2. *The Board of Equalization can raise as well as lower or confirm the assessment being appealed.*
3. *The application for a reduction in the assessment of a portion of an improved real property, or a portion of installations which are partially real property and partially personal property, may result in an increase in the unprotested assessment of the other portion or portions of the property which increase will offset, in whole or in part, any reduction in the protest assessment.*

Neither the Assessor, Clerk of the Board of Equalization, members of the Board of Equalization, nor the Board's legal staff can provide you with legal advice or representation concerning this matter. Questions concerning the Inyo County Assessor's valuation of the property in question can be directed to the County Assessor by contacting him at P.O. Box J, Independence, CA 93526, or by telephone at (760) 878-0302. The Application for Changed Assessment will be provided to the Board of Equalization, *without attachments*. You should be prepared to provide your evidence, including any evidence or explanations you attached to the Application, to the Board at the hearing.

**Please note that Inyo County charges a \$160 deposit per parcel for written findings of fact (the actual charge may be less or more).** Findings may be requested at any time prior to the beginning of your hearing and the fees for this service should be paid before the hearing, but in any case, prior to the end of your hearing. However, if you withdraw your request for findings of facts by the end of the hearing, any fees paid will be refunded by the clerk. Your request, if not designated on the appeal application, can be made in a separate written request to the clerk, or orally on record just prior to the start of your hearing.

Requests for continuances or other correspondence to the Board of Equalization should be addressed to: Clerk of the Board of Equalization, County of Inyo, P.O. Drawer N, Independence, CA 93526; or [dellis@inyocounty.us](mailto:dellis@inyocounty.us). The Clerk can be contacted at (760) 878-0373.

**Included with this correspondence is a Hearing Date Confirmation Notice, which must be returned to the address listed in the above paragraph not less than 21 days prior to the indicated hearing date.**

Sincerely,



Darcy Ellis,  
Assistant Clerk of the Board

de  
xc: David Stottlemyre, County Assessor  
John-Carl Vallejo, County Counsel

**COUNTY OF INYO  
BOARD OF  
EQUALIZATION**

P.O. Drawer N, Independence, CA 93526  
(760) 878-0373  
dellis@inyocounty.us

**HEARING DATE CONFIRMATION NOTICE**

*This confirmation notice must be returned not less than 21 days prior to the indicated hearing date. Mail or fax to the Clerk of the Board at the address shown.*

|                                |                       |
|--------------------------------|-----------------------|
| HEARING DATE AND TIME*         | APPLICATION NUMBER(S) |
| HEARING LOCATION               |                       |
| PARCEL OR ASSESSMENT NUMBER(S) | APPLICANT             |

\* SEVERAL APPLICATIONS MAY BE SET FOR HEARING AT THE SAME TIME, AND EACH WILL BE CONSIDERED AS SOON AS POSSIBLE IN THE ORDER LISTED ON THE AGENDA.

**Check one of the boxes below.**

I will be present on the scheduled hearing date.

Please bring \_\_\_\_\_ copies of any evidence you wish to present to the Assessment Appeals Board. (Not necessary for Zoom.)

I request my right to a one-time postponement of my hearing to another hearing date. To schedule your hearing for a future date, please contact the Clerk of the Board at ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_.

I understand that if this is not my first postponement request, I must appear at the scheduled hearing to request another postponement and give reasonable cause to the appeals board. It is the sole discretion of the board to grant or deny this request. If denied, I must be prepared to proceed with the hearing as scheduled.

If you are requesting a postponement and the date of the currently scheduled hearing is within 120 days of the expiration of the two-year limitations period set by Revenue and Taxation Code section 1604(c), the Clerk will provide you with a waiver (form BOE-305-W) to indefinitely extend and toll the period in which your appeal is to be heard and decided.

I wish to withdraw my application. Withdrawals are final and will conclude any further action on the appeal. (Your attendance at the hearing is not required.)

I understand that my withdrawal may only be granted if the assessor has not provided me with a written notice of an intention to recommend an increase in the assessed value of the property. Additionally, the county Board can decide to review an assessment even though the Assessor and applicant may have agreed to withdraw the appeal.

I have signed a stipulation with the assessor's office. (Your attendance at the hearing is not required.)

**In order to ensure proper scheduling of assessment appeals hearings, you must complete and return this form not less than 21 days prior to the date of your hearing. Failure to return this confirmation notice may result in your case being removed from the agenda on the scheduled date. Failure to appear at the scheduled hearing by you or an authorized representative may result in your application being abandoned and denied for lack of appearance unless you have requested a postponement.**

**CERTIFICATION**

***I certify under penalty of perjury that I am the owner, or person authorized to sign on behalf of the owner, of the above referenced property.***

|  |               |
|--|---------------|
| SIGNATURE<br>▶   | DATE          |
| PRINT NAME OF AUTHORIZED SIGNER  | TITLE         |
| COMPANY NAME   | EMAIL ADDRESS |
| FILING STATUS  |               |
| <input type="checkbox"/> OWNER <input type="checkbox"/> AGENT <input type="checkbox"/> ATTORNEY <input type="checkbox"/> SPOUSE <input type="checkbox"/> REGISTERED DOMESTIC PARTNER <input type="checkbox"/> CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> PERSON AFFECTED |               |
| <input type="checkbox"/> CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ <input type="checkbox"/> CORPORATE OFFICER OR DESIGNATED EMPLOYEE  |               |

COUNTY OF INYO

BOARD OF EQUALIZATION

P.O. Drawer N, Independence, CA 93526  
(760) 878-0373  
dellis@inyocounty.us

RECEIVED

APR 20 2023 11:51am

Inyo County Administrator  
Clerk of the Board

HEARING DATE CONFIRMATION NOTICE

This confirmation notice must be returned not less than 21 days prior to the indicated hearing date. Mail or fax to the Clerk of the Board at the address shown.

|   |                                    |
|---|------------------------------------|
| HEARING DATE AND TIME*<br>Tues. June 13, 2023 1pm | APPLICATION NUMBER(S)<br>2021-05   |
| HEARING LOCATION<br>Independence, CA              | APPLICANT<br>Warren & Gillian Hale |
| PARCEL OR ASSESSMENT NUMBER(S)<br>0263101800      |                                    |

\* SEVERAL APPLICATIONS MAY BE SET FOR HEARING AT THE SAME TIME, AND EACH WILL BE CONSIDERED AS SOON AS POSSIBLE IN THE ORDER LISTED ON THE AGENDA

Check one of the boxes below.

I will be present on the scheduled hearing date.

Please bring 8 copies of any evidence you wish to present to the Assessment Appeals Board. (Not necessary for Zoom.)

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CERTIFICATION

I certify under penalty of perjury that I am the owner, or person authorized to sign on behalf of the owner, of the above referenced property.

|   |  |
|---|--|
| SIGNATURE<br>                                   | DATE<br>April 15/23                    |
| PRINT NAME OF AUTHORIZED SIGNER<br>Gillian Hale | TITLE                                  |
| COMPANY NAME<br>-                               | EMAIL ADDRESS<br>gillianhale@gmail.com |

FILING STATUS  
 OWNER  
 AGENT  
 ATTORNEY  
 SPOUSE  
 REGISTERED DOMESTIC PARTNER  
 CHILD  
 PARENT  
 PERSON AFFECTED  
 CALIFORNIA ATTORNEY, STATE BAR NUMBER: \_\_\_\_\_  
 CORPORATE OFFICER OR DESIGNATED EMPLOYEE