

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

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 prior to the meeting, or as the item is being heard, may do so either in writing or 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. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

Public Notices: (1) 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).

Note: Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

July 12, 2022 - 8:30 A.M.

AMENDED

1. ***PUBLIC COMMENT ON CLOSED SESSION ITEM(S)***

CLOSED SESSION

2. ***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 Leslie Chapman, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

OPEN SESSION (With the exception of timed items, 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.

3. ***PLEDGE OF ALLEGIANCE***

4. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW**
- 4A. **ADDENDUM** - Request Board ratify approval and authorization for the Chairperson to sign a declaration by the Director of Emergency Services proclaiming the existence of a local emergency as a result of the Fairview Fire that ignited Friday, July 8, 2022 in the West Bishop area.
5. **PUBLIC COMMENT** (*Comments may be time-limited*)
6. **COUNTY DEPARTMENT REPORTS**
7. **EMPLOYEE SERVICE RECOGNITION** - The Board will recognize employees who reached service milestones during the Second Quarter of 2022.
8. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Grae Biggs, Office Technician I, Auditor-Controller's Office; and Nolan Ferguson, Assistant Engineer, Public Works.

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

9. **Clerk-Recorder - Elections** - Request Board declare elected those persons for each election under the County's jurisdiction, and declare the results of each election under its jurisdiction as to each measure voted on at the election, based on the certified results as required by law and as specified in the Statement of All Votes Cast.
10. **County Administrator** - Request Board approve the Collective Partnership Agreement Letter supporting the Community Economic Resilience Fund (CERF) proposal for the Eastern Sierra region developed by the Sierra Business Council, and authorize the Chairperson to sign.
11. **County Administrator - Personnel** - Request Board approve the AIG Nonstandardized Governmental Profit Sharing/401(k) Plan Adoption Agreement #001 and authorize the County Administrator or designee to sign all future plan documents.
12. **County Counsel** - Request Board: A) approve Assignment of the Agreement between the County of Inyo and Wendel Rosen LLP to Fennemore Wendel LLP, and authorize the Chairperson to sign the transition letter; and B) approve Amendment No. 1 to the agreement to extend the term to cover future litigation of the same nature.
13. **County Counsel** - Request Board adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.
14. **District Attorney** - Request Board authorize the District Attorney to sign any documentation to accept and utilize the Inyo County Victim/Witness Assistance Program Grant (VW21 30 0140) on behalf of the County, including any extensions or amendments thereto.

15. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the agreement between the County of Inyo and the County Medical Services Program (CMSP) Governing Board for the provision of the Local Indigent Care Needs Implementation Grant Program (LICN), in an amount not to exceed \$649,538.00 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
16. **Health & Human Services - Social Services** - Request Board: A) declare Symmetric Solutions, Inc. of Redding, CA a sole-source provider of Homeless Information Management System (HMIS) and Coordinated Entry (CE) consultation services; B) approve the contract between the County of Inyo and Symmetric Solutions, Inc. of Redding, CA for the provision of HMIS and CE consulting services in an amount not to exceed \$33,600.00 for the period of July 1, 2022 to June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

DEPARTMENTAL (To be considered at the Board's convenience)

17. **County Administrator** - Request Board discuss and consider directing staff to:
 - A) Obtain a letter of permission from LADWP to maintain property adjacent to Mendenhall Park in Big Pine that was leased and maintained by the Big Pine School until recently; and/or
 - B) Work with LADWP to secure a long-term right to operate and maintain the park area, including the currently leased area known as Mendenhall Park and the property historically leased by Big Pine School; or
 - C) Notify LADWP that the County desires to continue to operate and maintain Mendenhall Park, which is currently in a hold-over lease status, without assuming responsibility for the additional property.
18. **County Administrator - Advertising County Resources** - Request Board review and provide input on a proposed Request for Proposals for Inyo County Film Commissioner services, and direct staff to release the RFP.
19. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of July 5, 2022.

CORRESPONDENCE - ACTION

20. **Southern Inyo Healthcare District** - Request to consolidate the Healthcare District election of directors with the Statewide General Election to be held on November 8, 2022, pursuant to SIHD Resolution No. 22-7 and Election Code section 10403.

COMMENT (Portion of the Agenda when the Board takes comment from the public and County staff)

21. ***PUBLIC COMMENT*** (*Comments may be time-limited*)

BOARD MEMBERS AND STAFF REPORTS



County of Inyo



County Administrator - Emergency Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 12, 2022

FROM: Mikaela Torres

SUBJECT: Confirmation of Local Emergency Declaration

RECOMMENDED ACTION:

4A. ADDENDUM - Request Board approve Resolution No. 2022-24 titled, A Resolution of the Board of Supervisors for the County of Inyo, State of California, Ratifying the Existence of a Local Emergency and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Your Board is asked to ratify the Director of Emergency Service's declaration of a local emergency, and also find that conditions of extreme peril did warrant and necessitate the proclamation. This can be accomplished by approving Resolution No. 2022-24, titled, "A Resolution of the Board of Supervisors for the County of Inyo, State of California, Confirming the Existence of a Local Emergency."

On July 8, 2022 at around 3:02 p.m., the County experienced a devastating fire in West Bishop. The event appears to have started as a structural fire, which rapidly spread to additional structures and a wildfire. The Bishop Fire Protection District assumed incident command in response to the event. A state of local emergency was proclaimed by the Director of Emergency Services at 5:02 p.m.

Under the State Emergency Services Act and the County's local implementing ordinance, proclaiming a state of local emergency when a crisis situation exists provides emergency powers and authorities to the County and provides some additional liability protections for the County. In many cases, this local proclamation is also the first step in seeking State and Federal proclamations that provide for reimbursement and other financial assistance.

Government Code Section 8630 requires that a proclamation of a state of local emergency that is made by the Director of Emergency Services, rather than the Board of Supervisors, must be confirmed by a Resolution of the Board of Supervisors within seven (7) days of the proclamation. The proclamation was issued by the County Administrative Officer as the Director of Emergency Services on July 8, 2022. Unless the Board of Supervisors adopts a Resolution confirming the state of local emergency by July 15, 2022, the state of local emergency will terminate. Because proclaiming a state of local emergency provides extraordinary powers to the County, if confirmed by the Board of Supervisors, the Board of Supervisors must re-confirm the state of local emergency every 60 days thereafter.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

N/A

ATTACHMENTS:

1. Resolution No. 2022-24

APPROVALS:

Darcy Ellis
Mikaela Torres
John Vallejo

Created/Initiated - 7/11/2022
Approved - 7/11/2022
Final Approval - 7/11/2022

RESOLUTION NO. 2022-24

**A RESOLUTION OF THE BOARD OF SUPERVISORS
FOR THE COUNTY OF INYO, STATE OF CALIFORNIA,
RATIFYING THE EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, Government Code Section 8630, and Section 2.56.060 of the Inyo County Code empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the County Board of Supervisors is not in session and Inyo County is threatened or likely to be threatened by the conditions of disaster or of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment and facilities of this County. Subject to the ratification by the Inyo County Board of Supervisors; and,

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the county, caused by a structural fire and subsequent wildfire, commencing on July 8, 2022, at which time the Board of Supervisors was not in session; and,

WHEREAS, the Director of Emergency Services did proclaim the existence of a local emergency within the county on July 8, 2022, a copy of which is attached to this Resolution as Attachment A.

WHEREAS, said Board of Supervisors does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency; and,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the proclamation of a local emergency by the Director of Emergency Services of the Inyo County is hereby ratified, and that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Inyo, State of California.

APPROVED AND ADOPTED on this ____ day of _____, _____, by the Inyo County Board of Supervisors, County of Inyo:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chair
Inyo County Board of Supervisors

ATTEST:
Leslie L. Chapman, Clerk of the Board

By: _____
Assistant Clerk of the Board



COUNTY OF INYO

PERSONNEL DEPARTMENT

P. O. Box 249, Independence, California 93526

760-878-0377

760-878-0465 (Fax)

MEMORANDUM

To: Department Heads

From: Denelle Carrington, Senior Budget Analyst

Date: June 24, 2022

Re: Employee Service Awards for 2nd Quarter 2022

The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, July 12th at 10:00 am. Please invite your employees to attend the Board of Supervisors meeting (in person) to be recognized.

Name	Hire Date	Years of Service	Department Head
Joey Peterson	05/16/07	15	Marilyn Mann
Tim Villanueva	05/16/12	10	Marilyn Mann
Jamie Shannon	05/18/17	5	Marilyn Mann
Brandon Nelson	05/01/12	10	Mike Errante
Cap Aubrey	05/16/12	10	Mike Errante
John Pinckney	06/29/17	5	Mike Errante
David Miller	04/04/07	15	Nate Reade
Scott Armstrong	05/04/17	5	Leslie Chapman



County of Inyo



Clerk-Recorder - Elections

CONSENT - ACTION REQUIRED

MEETING: July 12, 2022

FROM: Danielle Sexton

SUBJECT: Statement of All Votes Cast

RECOMMENDED ACTION:

Request Board declare elected those persons for each election under the County's jurisdiction, and declare the results of each election under its jurisdiction as to each measure voted on at the election, based on the certified results as required by law and as specified in the Statement of All Votes Cast.

SUMMARY/JUSTIFICATION:

"The elections official shall prepare a certified statement of the results of the election and submit it to the governing body within 30 days of the election..." (Elections Code Section 15372)

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board alternatively may choose not to issue an order to accept the Statement of All Votes Cast, which would be contradictory to Elections Code Section 15400.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

No impact.

ATTACHMENTS:

1. Certification of the Results of the Canvass
2. Statement of All Votes Cast Letter to Board
3. Statement of Votes Cast

APPROVALS:

Danielle Sexton

Created/Initiated - 6/21/2022

Darcy Ellis
Danielle Sexton
Darcy Ellis
Keri Oney
John Vallejo
Amy Shepherd
John Vallejo

Approved - 6/22/2022
Approved - 7/6/2022
Approved - 7/7/2022
Approved - 7/7/2022
Approved - 7/7/2022
Final Approval - 7/7/2022

**CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS OF THE
RESULTS OF THE CANVASS
OF THE JUNE 7, 2022,
PRIMARY ELECTION**

STATE OF CALIFORNIA

COUNTY OF Inyo



ss.

I, Danielle Sexton, County Clerk/Registrar of Voters of County of Inyo, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the Primary Election held in said County on June 7, 2022, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 7th day of July, 2022, at the County of Inyo



A handwritten signature in blue ink, appearing to read "Danielle Sexton".

County Clerk/Registrar of Voters
County of Inyo
State of California



Clerk-Recorder/Elections Office

County of Inyo

Danielle M Sexton
Clerk-Recorder, Registrar of Voters

P. O. Drawer F • 168 N. Edwards St • Independence, CA 93526
Tel: (760) 878-0224 • Fax (760) 878-1805
<https://www.inyocounty.us/services/clerk-recorder>
<https://elections.inyocounty.us/>

July 7, 2022

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

RE: Statement of All Votes Cast at the June 7th, 2022 Primary Election

Dear Members of the Board:

In accordance with the requirements of Election Code Section 15372, attached is a certified Statement of all Votes Cast in the Primary Election held June 7th, 2022. In accordance with Section 15400 of the Elections Code, your Board must now declare elected those persons for each election under the County's jurisdiction, and declare the results of each election under its jurisdiction as to each measure voted at the election, based on the certified results as required by law and as specified in the Statement of All Votes Cast.

COUNTY

COUNTY SUPERINTENDENT OF SCHOOLS

Barry D. Simpson (3,890 Votes)- 100% Declare Elected

SUPERVISOR – 1ST DISTRICT

Carl Hoelscher (388 Votes)- 29.82%

Jeff Gabriel (494 Votes)- 37.97%

Trina Orrill (419 Votes)- 32.21%

SUPERVISOR – 3RD DISTRICT

David J. Lent (161 Votes)- 13.43%

Todd Vogel (273 Votes)- 22.77%

Kody Jaeger (288 Votes)- 24.02%

Scott E. Marcellin (477 Votes)- 39.78%

ASSESSOR

Dave Stottlemyre (4,246 Votes)- 100% Declare Elected

AUDITOR

Amy Shepherd (4,205 Votes)- 100% Declare Elected

CORONER

Jason E. Molinar (4,285 Votes)- 100% Declare Elected

COUNTY CLERK-RECORDER

Danielle Sexton (4,307 Votes)- 100% Declare Elected

DISTRICT ATTORNEY

Thomas L. Hardy (4,111 Votes)- 100% Declare Elected

PUBLIC ADMINISTRATOR

Patricia Barton (4,099 Votes)- 100% Declare Elected

SHERIFF

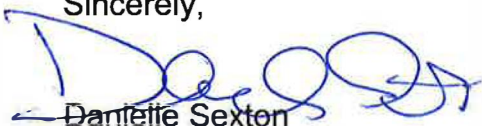
Eric Pritchard (1,919 Votes)- 34.45%
Stephanie Rennie (1,722 Votes)- 30.91%
Joe Vetter (1,602 Votes)- 28.76%
Kelvin Johnston (328 Votes)- 5.89%

TREASURER-TAX COLLECTOR

Alisha McMurtrie (4,239 Votes)- 100% Declare Elected

Following the Board declare elected those offices under their jurisdiction for this election, the Clerk's Office will issue the required Certificates of Election and Nomination pursuant to Elections Code §15401.

Sincerely,



Danielle Sexton
Inyo County Clerk/Recorder and
Registrar of Voters

Statement of Votes Cast

Statewide Direct Primary Election

Inyo

June 07, 2022

SOVC for: All Contests, All Districts, All Counting Groups

Precinct	Registered Voters	Voters Cast	% Turnout
Countywide			
Electionwide			
101	999	583	58.36%
102	1,329	792	59.59%
103	0	0	N/A
104	26	19	73.08%
105	1,004	488	48.61%
106	1,012	447	44.17%
107	8	9	112.50%
108	440	273	62.05%
109	944	641	67.90%
110	877	318	36.26%
111	617	332	53.81%
112	432	269	62.27%
113	47	28	59.57%
114	1,099	569	51.77%
115	83	34	40.96%
116	412	233	56.55%
117	996	491	49.30%
118	264	141	53.41%
119	266	121	45.49%
Electionwide - Total	10,855	5,788	53.32%
Cumulative			
Cumulative	0	0	N/A
Cumulative - Total	0	0	N/A

Precinct	Registered Voters	Voters Cast	% Turnout
Countywide - Total	10,855	5,788	53.32%

Governor (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	MICHAEL SHELLENBERGER (NPP)	FREDERIC C. SCHULTZ (NPP)
Countywide					Countywide		
Electionwide					Electionwide		
101	583	999	16	8	101	15 2.68%	1 0.18%
102	792	1,329	31	4	102	32 4.23%	1 0.13%
103	0	0	0	0	103	0	0
104	19	26	0	0	104	0 0.00%	0 0.00%
105	488	1,004	19	2	105	16 3.43%	3 0.64%
106	447	1,012	10	2	106	8 1.84%	1 0.23%
107	9	8	****	****	107	**** ****	**** ****
108	273	440	7	1	108	7 2.64%	0 0.00%
109	641	944	14	1	109	21 3.35%	1 0.16%
110	318	877	17	5	110	0 0.00%	1 0.34%
111	332	617	2	1	111	5 1.52%	1 0.30%
112	269	432	10	1	112	11 4.26%	0 0.00%
113	28	47	0	0	113	3 10.71%	0 0.00%
114	569	1,099	11	6	114	17 3.08%	1 0.18%
115	34	83	0	0	115	2 5.88%	0 0.00%
116	233	412	6	1	116	2 0.88%	1 0.44%
117	491	996	10	1	117	16 3.33%	1 0.21%
118	141	264	3	0	118	2 1.45%	0 0.00%
119	121	266	2	0	119	4 3.36%	0 0.00%
Electionwide - Total	5,788	10,855	159	34	Electionwide - Total	161 2.88%	12 0.21%
Cumulative					Cumulative		
Cumulative	0	0	0	0	Cumulative	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0
Countywide - Total	5,788	10,855	159	34	Countywide - Total	161 2.88%	12 0.21%

Precinct	WOODROW "WOODY" SANDERS III (NPP)		REINETTE SENIUM (NPP)		LONNIE SORTOR (REP)		ARMANDO "MANDO" PEREZ- SERRATO (DEM)		JAMES G. HANINK (NPP)		SHAWN COLLINS (REP)		HEATHER COLLINS (GRN)	
Countywide														
Electionwide														
101	1	0.18%	3	0.54%	2	0.36%	1	0.18%	1	0.18%	43	7.69%	4	0.72%
102	2	0.26%	5	0.66%	3	0.40%	1	0.13%	0	0.00%	46	6.08%	4	0.53%
103	0		0		0		0		0		0		0	
104	0	0.00%	1	5.26%	0	0.00%	0	0.00%	0	0.00%	3	15.79%	1	5.26%
105	2	0.43%	7	1.50%	0	0.00%	1	0.21%	1	0.21%	25	5.35%	5	1.07%
106	2	0.46%	12	2.76%	1	0.23%	3	0.69%	0	0.00%	27	6.21%	2	0.46%
107	****	****	****	****	****	****	****	****	****	****	****	****	****	****
108	0	0.00%	5	1.89%	1	0.38%	1	0.38%	2	0.75%	14	5.28%	1	0.38%
109	1	0.16%	1	0.16%	0	0.00%	1	0.16%	0	0.00%	36	5.75%	3	0.48%
110	1	0.34%	2	0.68%	0	0.00%	12	4.05%	1	0.34%	10	3.38%	4	1.35%
111	0	0.00%	5	1.52%	0	0.00%	0	0.00%	0	0.00%	18	5.47%	3	0.91%
112	0	0.00%	8	3.10%	0	0.00%	0	0.00%	0	0.00%	23	8.91%	0	0.00%
113	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
114	4	0.72%	4	0.72%	2	0.36%	3	0.54%	2	0.36%	38	6.88%	1	0.18%
115	0	0.00%	2	5.88%	1	2.94%	0	0.00%	0	0.00%	3	8.82%	0	0.00%
116	0	0.00%	4	1.77%	2	0.88%	0	0.00%	1	0.44%	17	7.52%	1	0.44%
117	0	0.00%	8	1.67%	1	0.21%	5	1.04%	1	0.21%	31	6.46%	2	0.42%
118	1	0.72%	3	2.17%	0	0.00%	0	0.00%	0	0.00%	13	9.42%	0	0.00%
119	0	0.00%	7	5.88%	0	0.00%	0	0.00%	0	0.00%	11	9.24%	0	0.00%
Electionwide - Total	14	0.25%	77	1.38%	13	0.23%	28	0.50%	9	0.16%	358	6.40%	31	0.55%
Cumulative														
Cumulative	0		0		0		0		0		0		0	
Cumulative - Total	0		0		0		0		0		0		0	
Countywide - Total	14	0.25%	77	1.38%	13	0.23%	28	0.50%	9	0.16%	358	6.40%	31	0.55%

Precinct	ANTHONY "TONY" FANARA (DEM)		SERGE FIANKAN (NPP)		LUIS JAVIER RODRIGUEZ (GRN)		LEO S. ZACKY (REP)		BRADLEY ZINK (NPP)		JENNY RAE LE ROUX (REP)		DAVID LOZANO (REP)	
Countywide														
Electionwide														
101	1	0.18%	1	0.18%	5	0.89%	15	2.68%	0	0.00%	17	3.04%	14	2.50%
102	2	0.26%	1	0.13%	5	0.66%	21	2.77%	2	0.26%	28	3.70%	2	0.26%
103	0		0		0		0		0		0		0	
104	0	0.00%	0	0.00%	0	0.00%	1	5.26%	0	0.00%	0	0.00%	0	0.00%
105	11	2.36%	0	0.00%	4	0.86%	18	3.85%	1	0.21%	10	2.14%	7	1.50%
106	4	0.92%	0	0.00%	18	4.14%	17	3.91%	0	0.00%	10	2.30%	4	0.92%
107	****	****	****	****	****	****	****	****	****	****	****	****	****	****
108	2	0.75%	1	0.38%	0	0.00%	9	3.40%	0	0.00%	15	5.66%	6	2.26%
109	1	0.16%	1	0.16%	8	1.28%	34	5.43%	1	0.16%	24	3.83%	14	2.24%
110	5	1.69%	1	0.34%	4	1.35%	7	2.36%	2	0.68%	7	2.36%	6	2.03%
111	2	0.61%	0	0.00%	3	0.91%	8	2.43%	0	0.00%	14	4.26%	2	0.61%
112	0	0.00%	1	0.39%	4	1.55%	10	3.88%	0	0.00%	13	5.04%	3	1.16%
113	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	4	14.29%	0	0.00%
114	4	0.72%	1	0.18%	6	1.09%	20	3.62%	0	0.00%	20	3.62%	10	1.81%
115	0	0.00%	0	0.00%	0	0.00%	1	2.94%	0	0.00%	0	0.00%	0	0.00%
116	1	0.44%	0	0.00%	1	0.44%	13	5.75%	0	0.00%	6	2.65%	1	0.44%
117	4	0.83%	2	0.42%	4	0.83%	10	2.08%	0	0.00%	8	1.67%	6	1.25%
118	0	0.00%	0	0.00%	0	0.00%	6	4.35%	0	0.00%	3	2.17%	1	0.72%
119	1	0.84%	0	0.00%	4	3.36%	2	1.68%	0	0.00%	2	1.68%	1	0.84%
Electionwide - Total	38	0.68%	9	0.16%	66	1.18%	193	3.45%	6	0.11%	182	3.25%	77	1.38%
Cumulative														
Cumulative	0		0		0		0		0		0		0	
Cumulative - Total	0		0		0		0		0		0		0	
Countywide - Total	38	0.68%	9	0.16%	66	1.18%	193	3.45%	6	0.11%	182	3.25%	77	1.38%

Precinct	RONALD A. ANDERSON (REP)		GAVIN NEWSOM (DEM)		ROBERT C. NEWMAN II (REP)		BRIAN DAHLE (REP)		JOEL VENTRESCA (DEM)		MAJOR WILLIAMS (REP)		RON JONES (REP)	
Countywide														
Electionwide														
101	11	1.97%	202	36.14%	13	2.33%	165	29.52%	6	1.07%	11	1.97%	3	0.54%
102	9	1.19%	297	39.23%	18	2.38%	221	29.19%	2	0.26%	21	2.77%	3	0.40%
103	0		0		0		0		0		0		0	
104	0	0.00%	4	21.05%	0	0.00%	8	42.11%	1	5.26%	0	0.00%	0	0.00%
105	10	2.14%	198	42.40%	9	1.93%	96	20.56%	5	1.07%	9	1.93%	5	1.07%
106	4	0.92%	218	50.11%	7	1.61%	73	16.78%	4	0.92%	7	1.61%	0	0.00%
107	****	****	****	****	****	****	****	****	****	****	****	****	****	****
108	3	1.13%	109	41.13%	10	3.77%	57	21.51%	2	0.75%	10	3.77%	4	1.51%
109	11	1.76%	184	29.39%	21	3.35%	215	34.35%	1	0.16%	14	2.24%	4	0.64%
110	3	1.01%	175	59.12%	4	1.35%	26	8.78%	5	1.69%	2	0.68%	1	0.34%
111	5	1.52%	151	45.90%	4	1.22%	90	27.36%	0	0.00%	2	0.61%	0	0.00%
112	3	1.16%	78	30.23%	15	5.81%	69	26.74%	7	2.71%	3	1.16%	4	1.55%
113	0	0.00%	7	25.00%	0	0.00%	11	39.29%	0	0.00%	2	7.14%	0	0.00%
114	9	1.63%	231	41.85%	3	0.54%	136	24.64%	6	1.09%	12	2.17%	3	0.54%
115	0	0.00%	17	50.00%	0	0.00%	6	17.65%	2	5.88%	0	0.00%	0	0.00%
116	3	1.33%	96	42.48%	2	0.88%	54	23.89%	4	1.77%	7	3.10%	4	1.77%
117	12	2.50%	197	41.04%	13	2.71%	108	22.50%	11	2.29%	13	2.71%	4	0.83%
118	2	1.45%	56	40.58%	7	5.07%	33	23.91%	1	0.72%	0	0.00%	1	0.72%
119	0	0.00%	64	53.78%	1	0.84%	10	8.40%	2	1.68%	0	0.00%	1	0.84%
Electionwide - Total	86	1.54%	2,284	40.82%	127	2.27%	1,382	24.70%	59	1.05%	113	2.02%	37	0.66%
Cumulative														
Cumulative	0		0		0		0		0		0		0	
Cumulative - Total	0		0		0		0		0		0		0	
Countywide - Total	86	1.54%	2,284	40.82%	127	2.27%	1,382	24.70%	59	1.05%	113	2.02%	37	0.66%

Precinct	ANTHONY TRIMINO (REP)		DANIEL R. MERCURI (REP)		CRISTIAN RAUL MORALES (REP)		Total Votes	Unresolved Write-In
Countywide								
Electionwide								
101	14	2.50%	9	1.61%	1	0.18%	559	0
102	24	3.17%	5	0.66%	2	0.26%	757	0
103	0		0		0		0	0
104	0	0.00%	0	0.00%	0	0.00%	19	0
105	19	4.07%	2	0.43%	3	0.64%	467	0
106	10	2.30%	2	0.46%	1	0.23%	435	0
107	****	****	****	****	****	****	****	****
108	2	0.75%	1	0.38%	3	1.13%	265	0
109	23	3.67%	1	0.16%	5	0.80%	626	0
110	6	2.03%	8	2.70%	3	1.01%	296	0
111	8	2.43%	5	1.52%	3	0.91%	329	0
112	2	0.78%	4	1.55%	0	0.00%	258	0
113	1	3.57%	0	0.00%	0	0.00%	28	0
114	9	1.63%	9	1.63%	1	0.18%	552	0
115	0	0.00%	0	0.00%	0	0.00%	34	0
116	5	2.21%	1	0.44%	0	0.00%	226	0
117	14	2.92%	9	1.88%	0	0.00%	480	0
118	6	4.35%	3	2.17%	0	0.00%	138	0
119	4	3.36%	2	1.68%	3	2.52%	119	0
Electionwide - Total	147	2.63%	61	1.09%	25	0.45%	5,595	0
Cumulative								
Cumulative	0		0		0		0	0
Cumulative - Total	0		0		0		0	0
Countywide - Total	147	2.63%	61	1.09%	25	0.45%	5,595	0

Lieutenant Governor (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	CLINT W. SAUNDERS (REP)	WILLIAM CAVETT "SKEE" SAACKE (DEM)
Countywide					Countywide		
Electionwide					Electionwide		
101	583	999	25	4	101	36 6.50%	6 1.08%
102	792	1,329	39	4	102	47 6.28%	12 1.60%
103	0	0	0	0	103	0	0
104	19	26	0	0	104	1 5.26%	0 0.00%
105	488	1,004	21	0	105	31 6.64%	6 1.28%
106	447	1,012	21	1	106	22 5.18%	7 1.65%
107	9	8	****	****	107	**** ****	**** ****
108	273	440	6	1	108	19 7.14%	1 0.38%
109	641	944	29	0	109	50 8.17%	5 0.82%
110	318	877	23	2	110	22 7.51%	21 7.17%
111	332	617	13	1	111	17 5.35%	4 1.26%
112	269	432	11	0	112	28 10.85%	0 0.00%
113	28	47	1	0	113	2 7.41%	0 0.00%
114	569	1,099	20	3	114	60 10.99%	10 1.83%
115	34	83	2	0	115	2 6.25%	0 0.00%
116	233	412	8	0	116	29 12.89%	2 0.89%
117	491	996	17	0	117	54 11.39%	9 1.90%
118	141	264	5	0	118	12 8.82%	2 1.47%
119	121	266	4	0	119	3 2.56%	5 4.27%
Electionwide - Total	5,788	10,855	246	16	Electionwide - Total	436 7.89%	90 1.63%
Cumulative					Cumulative		
Cumulative	0	0	0	0	Cumulative	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0
Countywide - Total	5,788	10,855	246	16	Countywide - Total	436 7.89%	90 1.63%

Precinct	DAVID HILLBERG (NPP)		ANGELA E. UNDERWOOD JACOBS (REP)		DAVID FENNELL (REP)		ELENI KOUNALAKIS (DEM)		MOHAMMAD ARIF (PF)		JEFFREY HIGHBEAR MORGAN (DEM)		Total Votes	Unresolved Write-In
Countywide														
Electionwide														
101	11	1.99%	171	30.87%	118	21.30%	189	34.12%	1	0.18%	22	3.97%	554	0
102	12	1.60%	234	31.24%	145	19.36%	279	37.25%	4	0.53%	16	2.14%	749	0
103	0		0		0		0		0		0		0	0
104	0	0.00%	6	31.58%	6	31.58%	6	31.58%	0	0.00%	0	0.00%	19	0
105	9	1.93%	118	25.27%	70	14.99%	201	43.04%	9	1.93%	23	4.93%	467	0
106	11	2.59%	84	19.76%	59	13.88%	213	50.12%	11	2.59%	18	4.24%	425	0
107	****	****	****	****	****	****	****	****	****	****	****	****	****	****
108	2	0.75%	83	31.20%	47	17.67%	100	37.59%	3	1.13%	11	4.14%	266	0
109	5	0.82%	206	33.66%	156	25.49%	175	28.59%	4	0.65%	11	1.80%	612	0
110	4	1.37%	41	13.99%	24	8.19%	134	45.73%	3	1.02%	44	15.02%	293	0
111	3	0.94%	85	26.73%	53	16.67%	139	43.71%	4	1.26%	13	4.09%	318	0
112	5	1.94%	73	28.29%	53	20.54%	87	33.72%	4	1.55%	8	3.10%	258	0
113	4	14.81%	12	44.44%	2	7.41%	7	25.93%	0	0.00%	0	0.00%	27	0
114	10	1.83%	134	24.54%	91	16.67%	203	37.18%	3	0.55%	35	6.41%	546	0
115	0	0.00%	6	18.75%	5	15.63%	17	53.13%	0	0.00%	2	6.25%	32	0
116	6	2.67%	47	20.89%	38	16.89%	93	41.33%	5	2.22%	5	2.22%	225	0
117	13	2.74%	105	22.15%	76	16.03%	181	38.19%	11	2.32%	25	5.27%	474	0
118	1	0.74%	35	25.74%	30	22.06%	51	37.50%	2	1.47%	3	2.21%	136	0
119	0	0.00%	12	10.26%	24	20.51%	62	52.99%	3	2.56%	8	6.84%	117	0
Electionwide - Total	96	1.74%	1,455	26.33%	1,001	18.11%	2,137	38.67%	67	1.21%	244	4.42%	5,526	0
Cumulative														
Cumulative	0		0		0		0		0		0		0	0
Cumulative - Total	0		0		0		0		0		0		0	0
Countywide - Total	96	1.74%	1,455	26.33%	1,001	18.11%	2,137	38.67%	67	1.21%	244	4.42%	5,526	0

Secretary of State (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	JAMES "JW" PAINE (REP)	RACHEL HAMM (REP)
Countywide					Countywide		
Electionwide					Electionwide		
101	583	999	33	0	101	41 7.45%	122 22.18%
102	792	1,329	47	0	102	72 9.66%	161 21.61%
103	0	0	0	0	103	0	0
104	19	26	1	0	104	2 11.11%	6 33.33%
105	488	1,004	36	0	105	45 9.96%	82 18.14%
106	447	1,012	26	0	106	36 8.55%	47 11.16%
107	9	8	****	****	107	**** ****	**** ****
108	273	440	14	0	108	25 9.65%	49 18.92%
109	641	944	43	0	109	48 8.03%	173 28.93%
110	318	877	20	1	110	25 8.42%	28 9.43%
111	332	617	9	0	111	19 5.88%	71 21.98%
112	269	432	19	0	112	31 12.40%	52 20.80%
113	28	47	3	0	113	4 16.00%	9 36.00%
114	569	1,099	28	0	114	66 12.20%	88 16.27%
115	34	83	1	0	115	2 6.06%	6 18.18%
116	233	412	8	0	116	45 20.00%	25 11.11%
117	491	996	25	0	117	62 13.30%	71 15.24%
118	141	264	5	0	118	27 19.85%	18 13.24%
119	121	266	8	0	119	10 8.85%	13 11.50%
Electionwide - Total	5,788	10,855	326	1	Electionwide - Total	562 10.29%	1,024 18.75%
Cumulative					Cumulative		
Cumulative	0	0	0	0	Cumulative	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0
Countywide - Total	5,788	10,855	326	1	Countywide - Total	562 10.29%	1,024 18.75%

Precinct	MATTHEW D. CINQUANTA (NPP)		RAUL RODRIGUEZ JR. (REP)		GARY N. BLENNER (GRN)		ROB BERNOSKY (REP)		SHIRLEY N. WEBER (DEM)		Total Votes	Unresolved Write-In
Countywide												
Electionwide												
101	4	0.73%	13	2.36%	5	0.91%	142	25.82%	223	40.55%	550	0
102	10	1.34%	15	2.01%	12	1.61%	167	22.42%	308	41.34%	745	0
103	0		0		0		0		0		0	0
104	0	0.00%	0	0.00%	0	0.00%	5	27.78%	5	27.78%	18	0
105	7	1.55%	13	2.88%	16	3.54%	67	14.82%	222	49.12%	452	0
106	6	1.43%	7	1.66%	15	3.56%	76	18.05%	234	55.58%	421	0
107	****	****	****	****	****	****	****	****	****	****	****	****
108	3	1.16%	9	3.47%	5	1.93%	55	21.24%	113	43.63%	259	0
109	3	0.50%	12	2.01%	9	1.51%	162	27.09%	191	31.94%	598	0
110	4	1.35%	14	4.71%	13	4.38%	16	5.39%	197	66.33%	297	0
111	2	0.62%	9	2.79%	9	2.79%	53	16.41%	160	49.54%	323	0
112	3	1.20%	11	4.40%	6	2.40%	53	21.20%	94	37.60%	250	0
113	0	0.00%	0	0.00%	0	0.00%	4	16.00%	8	32.00%	25	0
114	3	0.55%	12	2.22%	9	1.66%	107	19.78%	256	47.32%	541	0
115	1	3.03%	1	3.03%	3	9.09%	3	9.09%	17	51.52%	33	0
116	3	1.33%	7	3.11%	4	1.78%	41	18.22%	100	44.44%	225	0
117	6	1.29%	14	3.00%	14	3.00%	78	16.74%	221	47.42%	466	0
118	2	1.47%	4	2.94%	2	1.47%	25	18.38%	58	42.65%	136	0
119	2	1.77%	0	0.00%	3	2.65%	13	11.50%	72	63.72%	113	0
Electionwide - Total	59	1.08%	141	2.58%	125	2.29%	1,071	19.61%	2,479	45.39%	5,461	0
Cumulative												
Cumulative	0		0		0		0		0		0	0
Cumulative - Total	0		0		0		0		0		0	0
Countywide - Total	59	1.08%	141	2.58%	125	2.29%	1,071	19.61%	2,479	45.39%	5,461	0

Controller (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	LANHEE CHEN (REP)	MALIA M. COHEN (DEM)
Countywide					Countywide		
Electionwide					Electionwide		
101	583	999	42	0	101	308 56.93%	78 14.42%
102	792	1,329	50	1	102	426 57.49%	118 15.92%
103	0	0	0	0	103	0	0
104	19	26	1	0	104	15 83.33%	1 5.56%
105	488	1,004	38	0	105	210 46.67%	90 20.00%
106	447	1,012	33	0	106	158 38.16%	90 21.74%
107	9	8	****	****	107	**** ****	**** ****
108	273	440	15	0	108	148 57.36%	36 13.95%
109	641	944	50	0	109	399 67.51%	63 10.66%
110	318	877	22	0	110	69 23.31%	60 20.27%
111	332	617	25	0	111	155 50.49%	68 22.15%
112	269	432	16	0	112	151 59.68%	30 11.86%
113	28	47	1	0	113	19 70.37%	3 11.11%
114	569	1,099	29	0	114	257 47.59%	95 17.59%
115	34	83	2	0	115	15 46.88%	2 6.25%
116	233	412	9	0	116	122 54.46%	38 16.96%
117	491	996	28	0	117	217 46.87%	82 17.71%
118	141	264	4	0	118	75 54.74%	21 15.33%
119	121	266	7	0	119	37 32.46%	31 27.19%
Electionwide - Total	5,788	10,855	372	1	Electionwide - Total	2,790 51.52%	906 16.73%
Cumulative					Cumulative		
Cumulative	0	0	0	0	Cumulative	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0
Countywide - Total	5,788	10,855	372	1	Countywide - Total	2,790 51.52%	906 16.73%

Precinct	STEVE GLAZER (DEM)		RON GALPERIN (DEM)		YVONNE YIU (DEM)		LAURA WELLS (GRN)		Total Votes	Unresolved Write-In
Countywide										
Electionwide										
101	34	6.28%	39	7.21%	73	13.49%	9	1.66%	541	0
102	44	5.94%	46	6.21%	86	11.61%	21	2.83%	741	0
103	0		0		0		0		0	0
104	0	0.00%	0	0.00%	1	5.56%	1	5.56%	18	0
105	39	8.67%	29	6.44%	61	13.56%	21	4.67%	450	0
106	41	9.90%	35	8.45%	60	14.49%	30	7.25%	414	0
107	****	****	****	****	****	****	****	****	****	****
108	23	8.91%	16	6.20%	26	10.08%	9	3.49%	258	0
109	37	6.26%	22	3.72%	57	9.64%	13	2.20%	591	0
110	28	9.46%	20	6.76%	106	35.81%	13	4.39%	296	0
111	13	4.23%	19	6.19%	41	13.36%	11	3.58%	307	0
112	9	3.56%	13	5.14%	39	15.42%	11	4.35%	253	0
113	1	3.70%	0	0.00%	4	14.81%	0	0.00%	27	0
114	45	8.33%	29	5.37%	95	17.59%	19	3.52%	540	0
115	2	6.25%	3	9.38%	6	18.75%	4	12.50%	32	0
116	11	4.91%	16	7.14%	31	13.84%	6	2.68%	224	0
117	34	7.34%	28	6.05%	83	17.93%	19	4.10%	463	0
118	12	8.76%	12	8.76%	14	10.22%	3	2.19%	137	0
119	6	5.26%	10	8.77%	22	19.30%	8	7.02%	114	0
Electionwide - Total	379	7.00%	337	6.22%	805	14.87%	198	3.66%	5,415	0
Cumulative										
Cumulative	0		0		0		0		0	0
Cumulative - Total	0		0		0		0		0	0
Countywide - Total	379	7.00%	337	6.22%	805	14.87%	198	3.66%	5,415	0

Treasurer (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
Countywide				
Electionwide				
101	583	999	33	0
102	792	1,329	54	0
103	0	0	0	0
104	19	26	1	0
105	488	1,004	39	0
106	447	1,012	34	0
107	9	8	****	****
108	273	440	14	0
109	641	944	49	0
110	318	877	27	0
111	332	617	15	0
112	269	432	22	0
113	28	47	1	0
114	569	1,099	32	0
115	34	83	1	0
116	233	412	11	0
117	491	996	23	0
118	141	264	7	0
119	121	266	8	0
Electionwide - Total	5,788	10,855	371	0
Cumulative				
Cumulative	0	0	0	0
Cumulative - Total	0	0	0	0
Countywide - Total	5,788	10,855	371	0

Precinct	JACK M. GUERRERO (REP)	MEGHANN ADAMS (PF)
Countywide		
Electionwide		
101	223 40.55%	10 1.82%
102	313 42.41%	16 2.17%
103	0	0
104	11 61.11%	0 0.00%
105	155 34.52%	16 3.56%
106	120 29.06%	18 4.36%
107	**** ****	**** ****
108	93 35.91%	4 1.54%
109	309 52.20%	10 1.69%
110	58 19.93%	15 5.15%
111	114 35.96%	6 1.89%
112	110 44.53%	5 2.02%
113	14 51.85%	0 0.00%
114	187 34.82%	17 3.17%
115	9 27.27%	2 6.06%
116	78 35.14%	5 2.25%
117	146 31.20%	22 4.70%
118	45 33.58%	3 2.24%
119	25 22.12%	4 3.54%
Electionwide - Total	2,015 37.20%	153 2.82%
Cumulative		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	2,015 37.20%	153 2.82%

Precinct	ANDREW DO (REP)		FIONA MA (DEM)		Total Votes	Unresolved Write-In
Countywide						
Electionwide						
101	103	18.73%	214	38.91%	550	0
102	109	14.77%	300	40.65%	738	0
103	0		0		0	0
104	2	11.11%	5	27.78%	18	0
105	55	12.25%	223	49.67%	449	0
106	47	11.38%	228	55.21%	413	0
107	****	****	****	****	****	****
108	48	18.53%	114	44.02%	259	0
109	86	14.53%	187	31.59%	592	0
110	25	8.59%	193	66.32%	291	0
111	39	12.30%	158	49.84%	317	0
112	40	16.19%	92	37.25%	247	0
113	5	18.52%	8	29.63%	27	0
114	81	15.08%	252	46.93%	537	0
115	4	12.12%	18	54.55%	33	0
116	35	15.77%	104	46.85%	222	0
117	75	16.03%	225	48.08%	468	0
118	32	23.88%	54	40.30%	134	0
119	15	13.27%	69	61.06%	113	0
Electionwide - Total	805	14.86%	2,444	45.12%	5,417	0
Cumulative						
Cumulative	0		0		0	0
Cumulative - Total	0		0		0	0
Countywide - Total	805	14.86%	2,444	45.12%	5,417	0

Attorney General (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	ANNE MARIE SCHUBERT (NPP)	NATHAN HOCHMAN (REP)
Countywide					Countywide		
Electionwide					Electionwide		
101	583	999	38	0	101	31 5.69%	103 18.90%
102	792	1,329	39	0	102	34 4.52%	154 20.45%
103	0	0	0	0	103	0	0
104	19	26	1	0	104	1 5.56%	1 5.56%
105	488	1,004	31	0	105	35 7.66%	72 15.75%
106	447	1,012	20	0	106	42 9.84%	52 12.18%
107	9	8	****	****	107	**** ****	**** ****
108	273	440	11	0	108	18 6.87%	46 17.56%
109	641	944	38	0	109	27 4.48%	138 22.89%
110	318	877	18	1	110	24 8.03%	17 5.69%
111	332	617	12	0	111	9 2.81%	45 14.06%
112	269	432	13	1	112	7 2.75%	51 20.00%
113	28	47	1	0	113	3 11.11%	5 18.52%
114	569	1,099	32	0	114	41 7.64%	85 15.83%
115	34	83	0	0	115	6 17.65%	2 5.88%
116	233	412	11	0	116	13 5.86%	34 15.32%
117	491	996	20	1	117	38 8.09%	72 15.32%
118	141	264	6	0	118	5 3.70%	27 20.00%
119	121	266	7	0	119	7 6.14%	14 12.28%
Electionwide - Total	5,788	10,855	299	3	Electionwide - Total	341 6.22%	921 16.79%
Cumulative					Cumulative		
Cumulative	0	0	0	0	Cumulative	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0
Countywide - Total	5,788	10,855	299	3	Countywide - Total	341 6.22%	921 16.79%

Precinct	DAN KAPELOVITZ (GRN)		ROB BONITA (DEM)		ERIC EARLY (REP)		Total Votes	Unresolved Write-In
Countywide								
Electionwide								
101	5	0.92%	197	36.15%	209	38.35%	545	0
102	15	1.99%	288	38.25%	262	34.79%	753	0
103	0		0		0		0	0
104	1	5.56%	3	16.67%	12	66.67%	18	0
105	21	4.60%	197	43.11%	132	28.88%	457	0
106	16	3.75%	211	49.41%	106	24.82%	427	0
107	****	****	****	****	****	****	****	****
108	5	1.91%	97	37.02%	96	36.64%	262	0
109	7	1.16%	177	29.35%	254	42.12%	603	0
110	10	3.34%	190	63.55%	58	19.40%	299	0
111	6	1.88%	157	49.06%	103	32.19%	320	0
112	3	1.18%	88	34.51%	106	41.57%	255	0
113	0	0.00%	6	22.22%	13	48.15%	27	0
114	11	2.05%	228	42.46%	172	32.03%	537	0
115	3	8.82%	16	47.06%	7	20.59%	34	0
116	4	1.80%	93	41.89%	78	35.14%	222	0
117	14	2.98%	196	41.70%	150	31.91%	470	0
118	2	1.48%	54	40.00%	47	34.81%	135	0
119	7	6.14%	63	55.26%	23	20.18%	114	0
Electionwide - Total	130	2.37%	2,261	41.21%	1,833	33.41%	5,486	0
Cumulative								
Cumulative	0		0		0		0	0
Cumulative - Total	0		0		0		0	0
Countywide - Total	130	2.37%	2,261	41.21%	1,833	33.41%	5,486	0

Insurance Commissioner (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	NATHALIE HRIZI (PF)	ROBERT HOWELL (REP)
Countywide					Countywide		
Electionwide					Electionwide		
101	583	999	41	1	101	9 1.66%	183 33.83%
102	792	1,329	66	1	102	7 0.97%	236 32.55%
103	0	0	0	0	103	0	0
104	19	26	1	0	104	1 5.56%	11 61.11%
105	488	1,004	54	0	105	13 3.00%	107 24.65%
106	447	1,012	30	0	106	19 4.56%	98 23.50%
107	9	8	****	****	107	**** ****	**** ****
108	273	440	16	0	108	4 1.56%	74 28.79%
109	641	944	49	1	109	11 1.86%	242 40.95%
110	318	877	24	0	110	5 1.70%	46 15.65%
111	332	617	22	0	111	6 1.94%	96 30.97%
112	269	432	21	0	112	3 1.21%	86 34.68%
113	28	47	1	0	113	0 0.00%	5 18.52%
114	569	1,099	25	0	114	10 1.84%	148 27.21%
115	34	83	1	0	115	2 6.06%	10 30.30%
116	233	412	14	0	116	5 2.28%	58 26.48%
117	491	996	28	0	117	11 2.38%	124 26.78%
118	141	264	7	0	118	6 4.48%	36 26.87%
119	121	266	11	0	119	2 1.82%	18 16.36%
Electionwide - Total	5,788	10,855	412	3	Electionwide - Total	115 2.14%	1,583 29.46%
Cumulative					Cumulative		
Cumulative	0	0	0	0	Cumulative	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0
Countywide - Total	5,788	10,855	412	3	Countywide - Total	115 2.14%	1,583 29.46%

Precinct	GREG CONLON (REP)		VERONIKA FIMBRES (GRN)		RICARDO LARA (DEM)		MARC LEVINE (DEM)		VINSON EUGENE ALLEN (DEM)		JASPER "JAY" JACKSON (DEM)		ROBERT J. MOLNAR (NPP)	
Countywide														
Electionwide														
101	126	23.29%	4	0.74%	146	26.99%	26	4.81%	20	3.70%	15	2.77%	12	2.22%
102	161	22.21%	12	1.66%	195	26.90%	71	9.79%	16	2.21%	16	2.21%	11	1.52%
103	0		0		0		0		0		0		0	
104	2	11.11%	1	5.56%	1	5.56%	2	11.11%	0	0.00%	0	0.00%	0	0.00%
105	87	20.05%	14	3.23%	141	32.49%	26	5.99%	13	3.00%	21	4.84%	12	2.76%
106	57	13.67%	15	3.60%	138	33.09%	57	13.67%	18	4.32%	4	0.96%	11	2.64%
107	****	****	****	****	****	****	****	****	****	****	****	****	****	****
108	63	24.51%	8	3.11%	76	29.57%	15	5.84%	10	3.89%	2	0.78%	5	1.95%
109	150	25.38%	5	0.85%	121	20.47%	40	6.77%	8	1.35%	6	1.02%	8	1.35%
110	26	8.84%	24	8.16%	102	34.69%	39	13.27%	8	2.72%	34	11.56%	10	3.40%
111	52	16.77%	6	1.94%	114	36.77%	18	5.81%	6	1.94%	7	2.26%	5	1.61%
112	59	23.79%	5	2.02%	57	22.98%	23	9.27%	5	2.02%	4	1.61%	6	2.42%
113	11	40.74%	0	0.00%	7	25.93%	0	0.00%	4	14.81%	0	0.00%	0	0.00%
114	123	22.61%	7	1.29%	171	31.43%	43	7.90%	11	2.02%	17	3.13%	14	2.57%
115	3	9.09%	3	9.09%	10	30.30%	2	6.06%	0	0.00%	3	9.09%	0	0.00%
116	53	24.20%	2	0.91%	71	32.42%	17	7.76%	4	1.83%	6	2.74%	3	1.37%
117	90	19.44%	16	3.46%	146	31.53%	33	7.13%	15	3.24%	20	4.32%	8	1.73%
118	37	27.61%	7	5.22%	36	26.87%	8	5.97%	2	1.49%	2	1.49%	0	0.00%
119	15	13.64%	3	2.73%	44	40.00%	16	14.55%	5	4.55%	5	4.55%	2	1.82%
Electionwide - Total	1,117	20.79%	132	2.46%	1,576	29.33%	436	8.11%	145	2.70%	162	3.02%	107	1.99%
Cumulative														
Cumulative	0		0		0		0		0		0		0	
Cumulative - Total	0		0		0		0		0		0		0	
Countywide - Total	1,117	20.79%	132	2.46%	1,576	29.33%	436	8.11%	145	2.70%	162	3.02%	107	1.99%

Precinct	Total Votes	Unresolved Write-In
Countywide		
Electionwide		
101	541	0
102	725	0
103	0	0
104	18	0
105	434	0
106	417	0
107	****	****
108	257	0
109	591	0
110	294	0
111	310	0
112	248	0
113	27	0
114	544	0
115	33	0
116	219	0
117	463	0
118	134	0
119	110	0
Electionwide - Total	5,373	0
Cumulative		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	5,373	0

Board of Equalization 1st District (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	NADER SHAHATIT (DEM)	TED GAINES (REP)	
Countywide Electionwide					Countywide Electionwide			
101	583	999	47	0	101	23 4.29%	336 62.69%	
102	792	1,329	72	1	102	36 5.01%	435 60.50%	
103	0	0	0	0	103	0	0	
104	19	26	1	0	104	1 5.56%	13 72.22%	
105	488	1,004	68	0	105	47 11.19%	213 50.71%	
106	447	1,012	46	0	106	39 9.73%	171 42.64%	
107	9	8	****	****	107	**** ****	**** ****	
108	273	440	23	0	108	19 7.60%	155 62.00%	
109	641	944	64	0	109	23 3.99%	419 72.62%	
110	318	877	22	0	110	22 7.43%	98 33.11%	
111	332	617	33	2	111	34 11.45%	160 53.87%	
112	269	432	24	0	112	10 4.08%	167 68.16%	
113	28	47	2	0	113	1 3.85%	15 57.69%	
114	569	1,099	45	0	114	43 8.21%	289 55.15%	
115	34	83	2	0	115	4 12.50%	15 46.88%	
116	233	412	17	0	116	19 8.80%	131 60.65%	
117	491	996	37	0	117	30 6.61%	251 55.29%	
118	141	264	10	0	118	15 11.45%	78 59.54%	
119	121	266	17	0	119	8 7.69%	39 37.50%	
Electionwide - Total	5,788	10,855	530	3	Electionwide - Total	374 7.12%	2,994 56.97%	
Cumulative					Cumulative			
Cumulative	0	0	0	0	Cumulative	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	
Countywide - Total	5,788	10,855	530	3	Countywide - Total	374 7.12%	2,994 56.97%	

Precinct	JOSE S. ALTAMIRANO (DEM)		BRADEN MURPHY (DEM)		Total Votes	Unresolved Write-In
Countywide						
Electionwide						
101	98	18.28%	79	14.74%	536	0
102	153	21.28%	95	13.21%	719	0
103	0		0		0	0
104	3	16.67%	1	5.56%	18	0
105	91	21.67%	69	16.43%	420	0
106	115	28.68%	76	18.95%	401	0
107	****	****	****	****	****	****
108	45	18.00%	31	12.40%	250	0
109	72	12.48%	63	10.92%	577	0
110	112	37.84%	64	21.62%	296	0
111	46	15.49%	57	19.19%	297	0
112	39	15.92%	29	11.84%	245	0
113	3	11.54%	7	26.92%	26	0
114	115	21.95%	77	14.69%	524	0
115	11	34.38%	2	6.25%	32	0
116	41	18.98%	25	11.57%	216	0
117	97	21.37%	76	16.74%	454	0
118	19	14.50%	19	14.50%	131	0
119	32	30.77%	25	24.04%	104	0
Electionwide - Total	1,092	20.78%	795	15.13%	5,255	0
Cumulative						
Cumulative	0		0		0	0
Cumulative - Total	0		0		0	0
Countywide - Total	1,092	20.78%	795	15.13%	5,255	0

United States Senator Full Term (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	CHUCK SMITH (REP)	JOHN THOMPSON PARKER (PF)
Countywide					Countywide		
Electionwide					Electionwide		
101	585	999	37	6	101	36 6.64%	0 0.00%
102	793	1,329	38	6	102	52 6.94%	11 1.47%
103	0	0	0	0	103	0	0
104	19	26	0	0	104	0 0.00%	0 0.00%
105	488	1,004	23	5	105	33 7.17%	6 1.30%
106	449	1,012	17	4	106	26 6.07%	10 2.34%
107	9	8	****	****	107	**** ****	**** ****
108	276	440	9	8	108	15 5.79%	1 0.39%
109	647	944	44	2	109	40 6.66%	6 1.00%
110	318	877	21	3	110	13 4.42%	1 0.34%
111	332	617	10	2	111	11 3.44%	3 0.94%
112	269	432	10	0	112	21 8.11%	2 0.77%
113	29	47	2	0	113	1 3.70%	1 3.70%
114	570	1,099	17	4	114	39 7.10%	1 0.18%
115	34	83	0	1	115	2 6.06%	1 3.03%
116	235	412	4	1	116	26 11.30%	3 1.30%
117	491	996	19	7	117	29 6.24%	1 0.22%
118	142	264	6	0	118	12 8.82%	4 2.94%
119	122	266	4	0	119	11 9.32%	1 0.85%
Electionwide - Total	5,808	10,855	262	49	Electionwide - Total	368 6.69%	52 0.95%
Cumulative					Cumulative		
Cumulative	0	0	0	0	Cumulative	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0
Countywide - Total	5,808	10,855	262	49	Countywide - Total	368 6.69%	52 0.95%

Precinct	ALEX PADILLA (DEM)		ENRIQUE PETRIS (REP)		OBAIDUL HUQ PIRJADA (DEM)		DOUGLAS HOWARD PIERCE (DEM)		MYRON L. HALL (REP)		TIMOTHY J URSICH (DEM)		JAMES "HENK" CONN (GRN)	
Countywide														
Electionwide														
101	182	33.58%	2	0.37%	3	0.55%	9	1.66%	3	0.55%	9	1.66%	3	0.55%
102	269	35.91%	1	0.13%	1	0.13%	15	2.00%	2	0.27%	7	0.93%	3	0.40%
103	0		0		0		0		0		0		0	
104	5	26.32%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1	5.26%
105	196	42.61%	0	0.00%	1	0.22%	8	1.74%	3	0.65%	9	1.96%	2	0.43%
106	205	47.90%	0	0.00%	4	0.93%	8	1.87%	4	0.93%	9	2.10%	7	1.64%
107	****	****	****	****	****	****	****	****	****	****	****	****	****	****
108	95	36.68%	0	0.00%	1	0.39%	5	1.93%	0	0.00%	2	0.77%	4	1.54%
109	167	27.79%	0	0.00%	0	0.00%	4	0.67%	11	1.83%	5	0.83%	3	0.50%
110	160	54.42%	0	0.00%	3	1.02%	10	3.40%	3	1.02%	14	4.76%	5	1.70%
111	145	45.31%	0	0.00%	1	0.31%	2	0.63%	0	0.00%	6	1.88%	3	0.94%
112	85	32.82%	1	0.39%	0	0.00%	1	0.39%	3	1.16%	4	1.54%	1	0.39%
113	6	22.22%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
114	214	38.98%	0	0.00%	1	0.18%	9	1.64%	4	0.73%	13	2.37%	2	0.36%
115	15	45.45%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	3	9.09%
116	93	40.43%	0	0.00%	0	0.00%	1	0.43%	0	0.00%	2	0.87%	3	1.30%
117	176	37.85%	1	0.22%	2	0.43%	15	3.23%	5	1.08%	12	2.58%	4	0.86%
118	48	35.29%	0	0.00%	0	0.00%	3	2.21%	0	0.00%	1	0.74%	0	0.00%
119	61	51.69%	0	0.00%	0	0.00%	4	3.39%	0	0.00%	4	3.39%	0	0.00%
Electionwide - Total	2,122	38.60%	5	0.09%	17	0.31%	94	1.71%	38	0.69%	97	1.76%	44	0.80%
Cumulative														
Cumulative	0		0		0		0		0		0		0	
Cumulative - Total	0		0		0		0		0		0		0	
Countywide - Total	2,122	38.60%	5	0.09%	17	0.31%	94	1.71%	38	0.69%	97	1.76%	44	0.80%

Precinct	DON J. GRUNDMANN (NPP)		ELEANOR GARCIA (NPP)		ROBERT GEORGE LUCERO, JR (REP)		SARAH SUN LIEW (REP)		DAPHNE BRADFORD (NPP)		JAMES P. BRADLEY (REP)		AKINYEMI AGBEDE (DEM)	
Countywide														
Electionwide														
101	6	1.11%	1	0.18%	13	2.40%	10	1.85%	1	0.18%	43	7.93%	5	0.92%
102	2	0.27%	1	0.13%	10	1.34%	10	1.34%	5	0.67%	46	6.14%	2	0.27%
103	0		0		0		0		0		0		0	
104	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	2	10.53%	0	0.00%
105	1	0.22%	4	0.87%	6	1.30%	9	1.96%	2	0.43%	22	4.78%	8	1.74%
106	0	0.00%	3	0.70%	7	1.64%	6	1.40%	1	0.23%	12	2.80%	2	0.47%
107	****	****	****	****	****	****	****	****	****	****	****	****	****	****
108	3	1.16%	0	0.00%	4	1.54%	7	2.70%	2	0.77%	25	9.65%	2	0.77%
109	0	0.00%	1	0.17%	9	1.50%	8	1.33%	0	0.00%	39	6.49%	3	0.50%
110	0	0.00%	5	1.70%	6	2.04%	5	1.70%	2	0.68%	9	3.06%	5	1.70%
111	1	0.31%	0	0.00%	2	0.63%	2	0.63%	2	0.63%	15	4.69%	6	1.88%
112	2	0.77%	2	0.77%	4	1.54%	4	1.54%	1	0.39%	16	6.18%	1	0.39%
113	0	0.00%	0	0.00%	0	0.00%	1	3.70%	0	0.00%	1	3.70%	0	0.00%
114	1	0.18%	3	0.55%	8	1.46%	7	1.28%	5	0.91%	38	6.92%	4	0.73%
115	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1	3.03%	0	0.00%
116	1	0.43%	0	0.00%	6	2.61%	2	0.87%	0	0.00%	11	4.78%	0	0.00%
117	0	0.00%	6	1.29%	10	2.15%	9	1.94%	3	0.65%	31	6.67%	3	0.65%
118	0	0.00%	1	0.74%	1	0.74%	4	2.94%	1	0.74%	6	4.41%	2	1.47%
119	0	0.00%	2	1.69%	0	0.00%	1	0.85%	0	0.00%	5	4.24%	1	0.85%
Electionwide - Total	17	0.31%	29	0.53%	87	1.58%	85	1.55%	25	0.45%	322	5.86%	44	0.80%
Cumulative														
Cumulative	0		0		0		0		0		0		0	
Cumulative - Total	0		0		0		0		0		0		0	
Countywide - Total	17	0.31%	29	0.53%	87	1.58%	85	1.55%	25	0.45%	322	5.86%	44	0.80%

Precinct	JON ELIST (REP)		PAMELA ELIZONDO (GRN)		DAN O'DOWD (DEM)		CORDIE WILLIAMS (REP)		DEON D. JENKINS (NPP)		CARLOS GUILLERMO TAPIA (REP)		MARK P. MEUSER (REP)	
Countywide														
Electionwide														
101	9	1.66%	4	0.74%	9	1.66%	44	8.12%	1	0.18%	2	0.37%	147	27.12%
102	19	2.54%	0	0.00%	8	1.07%	62	8.28%	1	0.13%	3	0.40%	219	29.24%
103	0		0		0		0		0		0		0	
104	1	5.26%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	10	52.63%
105	4	0.87%	4	0.87%	5	1.09%	36	7.83%	1	0.22%	0	0.00%	100	21.74%
106	13	3.04%	2	0.47%	6	1.40%	33	7.71%	1	0.23%	0	0.00%	69	16.12%
107	****	****	****	****	****	****	****	****	****	****	****	****	****	****
108	4	1.54%	0	0.00%	2	0.77%	22	8.49%	3	1.16%	1	0.39%	61	23.55%
109	14	2.33%	2	0.33%	3	0.50%	57	9.48%	1	0.17%	5	0.83%	223	37.10%
110	2	0.68%	7	2.38%	3	1.02%	8	2.72%	2	0.68%	2	0.68%	29	9.86%
111	7	2.19%	0	0.00%	3	0.94%	20	6.25%	0	0.00%	2	0.63%	89	27.81%
112	11	4.25%	1	0.39%	3	1.16%	22	8.49%	2	0.77%	2	0.77%	70	27.03%
113	0	0.00%	0	0.00%	0	0.00%	2	7.41%	0	0.00%	0	0.00%	15	55.56%
114	7	1.28%	4	0.73%	8	1.46%	45	8.20%	1	0.18%	4	0.73%	131	23.86%
115	2	6.06%	2	6.06%	0	0.00%	1	3.03%	0	0.00%	0	0.00%	6	18.18%
116	8	3.48%	3	1.30%	2	0.87%	18	7.83%	0	0.00%	2	0.87%	49	21.30%
117	13	2.80%	8	1.72%	3	0.65%	43	9.25%	0	0.00%	6	1.29%	85	18.28%
118	3	2.21%	0	0.00%	2	1.47%	25	18.38%	0	0.00%	2	1.47%	21	15.44%
119	2	1.69%	1	0.85%	2	1.69%	8	6.78%	0	0.00%	0	0.00%	15	12.71%
Electionwide - Total	120	2.18%	38	0.69%	59	1.07%	446	8.11%	13	0.24%	31	0.56%	1,344	24.45%
Cumulative														
Cumulative	0		0		0		0		0		0		0	
Cumulative - Total	0		0		0		0		0		0		0	
Countywide - Total	120	2.18%	38	0.69%	59	1.07%	446	8.11%	13	0.24%	31	0.56%	1,344	24.45%

Precinct	Total Votes	Unresolved Write-In
Countywide		
Electionwide		
101	542	0
102	749	0
103	0	0
104	19	0
105	460	0
106	428	0
107	****	****
108	259	0
109	601	0
110	294	0
111	320	0
112	259	0
113	27	0
114	549	0
115	33	0
116	230	0
117	465	0
118	136	0
119	118	0
Electionwide - Total	5,497	0
Cumulative		
Cumulative	0	0
Cumulative - Total	0	0
Countywide - Total	5,497	0

United States Senator Partial Term (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	ALEX PADILLA (DEM)	MYRON L. HALL (REP)
Countywide Electionwide					Countywide Electionwide		
101	585	999	44	4	101	176 32.77%	14 2.61%
102	793	1,329	35	2	102	277 36.64%	11 1.46%
103	0	0	0	0	103	0	0
104	19	26	0	0	104	6 31.58%	2 10.53%
105	488	1,004	22	2	105	213 45.91%	6 1.29%
106	449	1,012	30	1	106	221 52.87%	10 2.39%
107	9	8	****	****	107	**** ****	**** ****
108	276	440	12	0	108	103 39.02%	4 1.52%
109	647	944	54	0	109	170 28.67%	16 2.70%
110	318	877	23	0	110	157 53.22%	6 2.03%
111	332	617	18	0	111	142 45.22%	0 0.00%
112	269	432	14	0	112	90 35.29%	9 3.53%
113	29	47	3	0	113	5 19.23%	0 0.00%
114	570	1,099	31	3	114	208 38.81%	14 2.61%
115	34	83	0	0	115	20 58.82%	0 0.00%
116	235	412	5	2	116	98 42.98%	6 2.63%
117	491	996	24	1	117	202 43.35%	11 2.36%
118	142	264	8	0	118	49 36.57%	1 0.75%
119	122	266	7	0	119	60 52.17%	1 0.87%
Electionwide - Total	5,808	10,855	331	15	Electionwide - Total	2,197 40.22%	112 2.05%
Cumulative					Cumulative		
Cumulative	0	0	0	0	Cumulative	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0
Countywide - Total	5,808	10,855	331	15	Countywide - Total	2,197 40.22%	112 2.05%

Precinct	TIMOTHY URSICH JR. (DEM)		DAPHNE BRADFORD (NPP)		JAMES P. BRADLEY (REP)		JON ELIST (REP)		DAN O'DOWD (DEM)		MARK P. MEUSER (REP)		Total Votes	Unresolved Write-In
Countywide Electionwide														
101	20	3.72%	7	1.30%	71	13.22%	21	3.91%	16	2.98%	212	39.48%	537	0
102	28	3.70%	16	2.12%	70	9.26%	29	3.84%	10	1.32%	315	41.67%	756	0
103	0		0		0		0		0		0		0	0
104	0	0.00%	0	0.00%	0	0.00%	1	5.26%	0	0.00%	10	52.63%	19	0
105	11	2.37%	15	3.23%	41	8.84%	17	3.66%	10	2.16%	151	32.54%	464	0
106	11	2.63%	9	2.15%	30	7.18%	17	4.07%	8	1.91%	112	26.79%	418	0
107	****	****	****	****	****	****	****	****	****	****	****	****	****	****
108	6	2.27%	3	1.14%	26	9.85%	14	5.30%	5	1.89%	103	39.02%	264	0
109	13	2.19%	7	1.18%	69	11.64%	30	5.06%	7	1.18%	281	47.39%	593	0
110	27	9.15%	12	4.07%	14	4.75%	14	4.75%	15	5.08%	50	16.95%	295	0
111	17	5.41%	4	1.27%	18	5.73%	18	5.73%	5	1.59%	110	35.03%	314	0
112	6	2.35%	3	1.18%	23	9.02%	11	4.31%	5	1.96%	108	42.35%	255	0
113	1	3.85%	0	0.00%	0	0.00%	2	7.69%	0	0.00%	18	69.23%	26	0
114	24	4.48%	17	3.17%	49	9.14%	21	3.92%	11	2.05%	192	35.82%	536	0
115	0	0.00%	0	0.00%	2	5.88%	2	5.88%	1	2.94%	9	26.47%	34	0
116	2	0.88%	2	0.88%	22	9.65%	18	7.89%	3	1.32%	77	33.77%	228	0
117	18	3.86%	8	1.72%	46	9.87%	26	5.58%	7	1.50%	148	31.76%	466	0
118	5	3.73%	1	0.75%	12	8.96%	8	5.97%	4	2.99%	54	40.30%	134	0
119	8	6.96%	2	1.74%	4	3.48%	3	2.61%	4	3.48%	33	28.70%	115	0
Electionwide - Total	197	3.61%	106	1.94%	497	9.10%	252	4.61%	111	2.03%	1,990	36.43%	5,462	0
Cumulative														
Cumulative	0		0		0		0		0		0		0	0
Cumulative - Total	0		0		0		0		0		0		0	0
Countywide - Total	197	3.61%	106	1.94%	497	9.10%	252	4.61%	111	2.03%	1,990	36.43%	5,462	0

United States Representative (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	DAVID PETERSON (DEM)	KEVIN KILEY (REP)	
Countywide Electionwide					Countywide Electionwide			
101	585	999	42	0	101	41 7.55%	215 39.59%	
102	793	1,329	26	1	102	40 5.22%	295 38.51%	
103	0	0	0	0	103	0	0	
104	19	26	0	0	104	2 10.53%	6 31.58%	
105	488	1,004	33	0	105	42 9.23%	136 29.89%	
106	449	1,012	13	0	106	50 11.47%	89 20.41%	
107	9	8	****	****	107	**** ****	**** ****	
108	276	440	7	0	108	14 5.20%	94 34.94%	
109	647	944	33	0	109	25 4.07%	275 44.79%	
110	318	877	24	0	110	47 15.99%	49 16.67%	
111	332	617	15	0	111	22 6.94%	104 32.81%	
112	269	432	12	0	112	15 5.84%	101 39.30%	
113	29	47	3	0	113	0 0.00%	16 61.54%	
114	570	1,099	24	0	114	47 8.61%	188 34.43%	
115	34	83	1	0	115	4 12.12%	6 18.18%	
116	235	412	8	0	116	15 6.61%	79 34.80%	
117	491	996	22	0	117	57 12.15%	138 29.42%	
118	142	264	7	0	118	9 6.67%	46 34.07%	
119	122	266	8	0	119	11 9.65%	20 17.54%	
Electionwide - Total	5,808	10,855	279	1	Electionwide - Total	441 7.98%	1,862 33.68%	
Cumulative					Cumulative			
Cumulative	0	0	0	0	Cumulative	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	
Countywide - Total	5,808	10,855	279	1	Countywide - Total	441 7.98%	1,862 33.68%	

Precinct	SCOTT JONES (REP)		KERMIT JONES (DEM)		Total Votes	Unresolved Write-In
Countywide						
Electionwide						
101	112	20.63%	175	32.23%	543	0
102	144	18.80%	287	37.47%	766	0
103	0		0		0	0
104	7	36.84%	4	21.05%	19	0
105	82	18.02%	195	42.86%	455	0
106	79	18.12%	218	50.00%	436	0
107	****	****	****	****	****	****
108	55	20.45%	106	39.41%	269	0
109	149	24.27%	165	26.87%	614	0
110	31	10.54%	167	56.80%	294	0
111	49	15.46%	142	44.79%	317	0
112	63	24.51%	78	30.35%	257	0
113	3	11.54%	7	26.92%	26	0
114	97	17.77%	214	39.19%	546	0
115	6	18.18%	17	51.52%	33	0
116	48	21.15%	85	37.44%	227	0
117	109	23.24%	165	35.18%	469	0
118	26	19.26%	54	40.00%	135	0
119	19	16.67%	64	56.14%	114	0
Electionwide - Total	1,082	19.57%	2,143	38.77%	5,528	0
Cumulative						
Cumulative	0		0		0	0
Cumulative - Total	0		0		0	0
Countywide - Total	1,082	19.57%	2,143	38.77%	5,528	0

State Senator 4th District (Vote for 1) ***** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	JACK GRIFFITH (REP)	MICHAEL GORDON (REP)	
Countywide					Countywide			
Electionwide					Electionwide			
101	585	999	46	0	101	49 9.09%	23 4.27%	
102	793	1,329	64	1	102	73 10.03%	30 4.12%	
103	0	0	0	0	103	0	0	
104	19	26	1	0	104	1 5.56%	0 0.00%	
105	488	1,004	39	0	105	45 10.02%	5 1.11%	
106	449	1,012	30	0	106	40 9.55%	7 1.67%	
107	9	8	****	****	107	**** ****	**** ****	
108	276	440	13	0	108	38 14.45%	6 2.28%	
109	647	944	60	0	109	57 9.71%	20 3.41%	
110	318	877	24	0	110	30 10.20%	9 3.06%	
111	332	617	24	0	111	20 6.49%	11 3.57%	
112	269	432	16	1	112	21 8.33%	6 2.38%	
113	29	47	4	0	113	4 16.00%	4 16.00%	
114	570	1,099	40	0	114	79 14.91%	14 2.64%	
115	34	83	1	0	115	3 9.09%	0 0.00%	
116	235	412	13	0	116	23 10.36%	9 4.05%	
117	491	996	32	0	117	75 16.34%	15 3.27%	
118	142	264	9	0	118	11 8.27%	7 5.26%	
119	122	266	7	0	119	12 10.43%	2 1.74%	
Electionwide - Total	5,808	10,855	424	2	Electionwide - Total	584 10.85%	168 3.12%	
Cumulative					Cumulative			
Cumulative	0	0	0	0	Cumulative	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	
Countywide - Total	5,808	10,855	424	2	Countywide - Total	584 10.85%	168 3.12%	

Precinct	JEFF MCKAY (REP)		GEORGE RADANOVICH (REP)		TIM ROBERTSON (DEM)		STEVEN C BAILEY (REP)		MARIE ALVARADO- GIL (DEM)		JOLENE REHANA DALY (REP)		Total Votes	Unresolved Write-In
Countywide														
Electionwide														
101	137	25.42%	37	6.86%	123	22.82%	76	14.10%	80	14.84%	14	2.60%	539	0
102	177	24.31%	65	8.93%	194	26.65%	77	10.58%	101	13.87%	11	1.51%	728	0
103	0		0		0		0		0		0		0	0
104	6	33.33%	2	11.11%	3	16.67%	4	22.22%	2	11.11%	0	0.00%	18	0
105	103	22.94%	25	5.57%	138	30.73%	39	8.69%	85	18.93%	9	2.00%	449	0
106	57	13.60%	22	5.25%	140	33.41%	38	9.07%	100	23.87%	15	3.58%	419	0
107	****	****	****	****	****	****	****	****	****	****	****	****	****	****
108	57	21.67%	15	5.70%	66	25.10%	33	12.55%	38	14.45%	10	3.80%	263	0
109	182	31.01%	81	13.80%	120	20.44%	65	11.07%	50	8.52%	12	2.04%	587	0
110	21	7.14%	8	2.72%	86	29.25%	21	7.14%	108	36.73%	11	3.74%	294	0
111	69	22.40%	23	7.47%	98	31.82%	33	10.71%	53	17.21%	1	0.32%	308	0
112	63	25.00%	26	10.32%	60	23.81%	40	15.87%	30	11.90%	6	2.38%	252	0
113	6	24.00%	2	8.00%	3	12.00%	2	8.00%	4	16.00%	0	0.00%	25	0
114	89	16.79%	41	7.74%	130	24.53%	60	11.32%	112	21.13%	5	0.94%	530	0
115	2	6.06%	6	18.18%	14	42.42%	1	3.03%	7	21.21%	0	0.00%	33	0
116	40	18.02%	10	4.50%	75	33.78%	42	18.92%	20	9.01%	3	1.35%	222	0
117	67	14.60%	34	7.41%	118	25.71%	48	10.46%	87	18.95%	15	3.27%	459	0
118	25	18.80%	12	9.02%	25	18.80%	17	12.78%	30	22.56%	6	4.51%	133	0
119	8	6.96%	8	6.96%	49	42.61%	11	9.57%	24	20.87%	1	0.87%	115	0
Electionwide - Total	1,112	20.66%	419	7.79%	1,442	26.79%	607	11.28%	931	17.30%	119	2.21%	5,382	0
Cumulative														
Cumulative	0		0		0		0		0		0		0	0
Cumulative - Total	0		0		0		0		0		0		0	0
Countywide - Total	1,112	20.66%	419	7.79%	1,442	26.79%	607	11.28%	931	17.30%	119	2.21%	5,382	0

Member of the State Assembly 8th District (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	JIM PATTERSON (REP)	Total Votes	Unresolved Write-In
Countywide Electionwide					Countywide Electionwide			
101	585	999	225	0	101	360 100.00%	360	0
102	793	1,329	324	0	102	469 100.00%	469	0
103	0	0	0	0	103	0	0	0
104	19	26	7	0	104	12 100.00%	12	0
105	488	1,004	225	0	105	262 99.62%	263	0
106	449	1,012	226	0	106	223 100.00%	223	0
107	9	8	****	****	107	**** ****	****	****
108	276	440	100	0	108	176 100.00%	176	0
109	647	944	229	0	109	418 100.00%	418	0
110	318	877	132	0	110	186 100.00%	186	0
111	332	617	150	0	111	182 100.00%	182	0
112	269	432	95	0	112	174 100.00%	174	0
113	29	47	9	0	113	20 100.00%	20	0
114	570	1,099	240	0	114	330 100.00%	330	0
115	34	83	18	0	115	16 100.00%	16	0
116	235	412	98	0	116	137 100.00%	137	0
117	491	996	194	0	117	297 100.00%	297	0
118	142	264	59	0	118	83 100.00%	83	0
119	122	266	67	0	119	55 100.00%	55	0
Electionwide - Total	5,808	10,855	2,399	0	Electionwide - Total	3,408 99.97%	3,409	0
Cumulative					Cumulative			
Cumulative	0	0	0	0	Cumulative	0	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	0
Countywide - Total	5,808	10,855	2,399	0	Countywide - Total	3,408 99.97%	3,409	0

State Superintendent of Public Instruction (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	LANCE RAY CHRISTENSEN	JOSEPH GUY CAMPBELL
Countywide Electionwide					Countywide Electionwide		
101	585	999	89	0	101	113 22.78%	18 3.63%
102	793	1,329	145	0	102	169 26.08%	20 3.09%
103	0	0	0	0	103	0	0
104	19	26	2	0	104	6 35.29%	2 11.76%
105	488	1,004	78	0	105	85 20.73%	12 2.93%
106	449	1,012	70	0	106	46 12.14%	17 4.49%
107	9	8	****	****	107	**** ****	**** ****
108	276	440	41	0	108	48 20.43%	13 5.53%
109	647	944	126	1	109	161 30.96%	21 4.04%
110	318	877	34	0	110	30 10.56%	19 6.69%
111	332	617	53	0	111	55 19.71%	21 7.53%
112	269	432	41	0	112	39 17.11%	15 6.58%
113	29	47	3	0	113	12 46.15%	2 7.69%
114	570	1,099	70	0	114	95 19.00%	21 4.20%
115	34	83	5	0	115	2 6.90%	2 6.90%
116	235	412	46	0	116	26 13.76%	9 4.76%
117	491	996	60	0	117	81 18.79%	14 3.25%
118	142	264	24	0	118	16 13.56%	14 11.86%
119	122	266	14	0	119	8 7.41%	5 4.63%
Electionwide - Total	5,808	10,855	902	1	Electionwide - Total	994 20.27%	226 4.61%
Cumulative					Cumulative		
Cumulative	0	0	0	0	Cumulative	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0
Countywide - Total	5,808	10,855	902	1	Countywide - Total	994 20.27%	226 4.61%

Precinct	JIM GIBSON		AINYE E. LONG		MARCO AMARAL		GEORGE YANG		TONY K. THURMOND		Total Votes	Unresolved Write-In
Countywide Electionwide												
101	51	10.28%	53	10.69%	31	6.25%	58	11.69%	172	34.68%	496	0
102	52	8.02%	58	8.95%	38	5.86%	71	10.96%	240	37.04%	648	0
103	0		0		0		0		0		0	0
104	0	0.00%	3	17.65%	2	11.76%	0	0.00%	4	23.53%	17	0
105	32	7.80%	58	14.15%	14	3.41%	41	10.00%	168	40.98%	410	0
106	32	8.44%	75	19.79%	22	5.80%	29	7.65%	158	41.69%	379	0
107	****	****	****	****	****	****	****	****	****	****	****	****
108	25	10.64%	17	7.23%	16	6.81%	21	8.94%	95	40.43%	235	0
109	43	8.27%	41	7.88%	24	4.62%	53	10.19%	177	34.04%	520	0
110	14	4.93%	84	29.58%	32	11.27%	24	8.45%	81	28.52%	284	0
111	16	5.73%	29	10.39%	12	4.30%	23	8.24%	123	44.09%	279	0
112	20	8.77%	35	15.35%	19	8.33%	20	8.77%	80	35.09%	228	0
113	0	0.00%	2	7.69%	2	7.69%	1	3.85%	7	26.92%	26	0
114	37	7.40%	83	16.60%	39	7.80%	47	9.40%	178	35.60%	500	0
115	1	3.45%	6	20.69%	3	10.34%	3	10.34%	12	41.38%	29	0
116	25	13.23%	25	13.23%	8	4.23%	12	6.35%	84	44.44%	189	0
117	39	9.05%	68	15.78%	31	7.19%	51	11.83%	147	34.11%	431	0
118	15	12.71%	17	14.41%	9	7.63%	8	6.78%	39	33.05%	118	0
119	6	5.56%	20	18.52%	16	14.81%	12	11.11%	41	37.96%	108	0
Electionwide - Total	408	8.32%	675	13.76%	321	6.54%	475	9.68%	1,806	36.82%	4,905	0
Cumulative												
Cumulative	0		0		0		0		0		0	0
Cumulative - Total	0		0		0		0		0		0	0
Countywide - Total	408	8.32%	675	13.76%	321	6.54%	475	9.68%	1,806	36.82%	4,905	0

County Superintendent of Schools (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	BARRY D. SIMPSON	Total Votes	Unresolved Write-In
Countywide					Countywide			
Electionwide					Electionwide			
101	585	999	190	0	101	395 100.00%	395	0
102	793	1,329	313	0	102	480 100.00%	480	0
103	0	0	0	0	103	0	0	0
104	19	26	4	0	104	15 100.00%	15	0
105	488	1,004	171	0	105	317 100.00%	317	0
106	449	1,012	153	0	106	296 100.00%	296	0
107	9	8	****	****	107	**** ****	****	****
108	276	440	89	0	108	187 100.00%	187	0
109	647	944	226	0	109	421 100.00%	421	0
110	318	877	81	0	110	237 100.00%	237	0
111	332	617	119	0	111	213 100.00%	213	0
112	269	432	93	0	112	176 100.00%	176	0
113	29	47	7	0	113	22 100.00%	22	0
114	570	1,099	172	0	114	398 100.00%	398	0
115	34	83	7	0	115	27 100.00%	27	0
116	235	412	67	0	116	168 100.00%	168	0
117	491	996	119	0	117	372 100.00%	372	0
118	142	264	52	0	118	90 100.00%	90	0
119	122	266	55	0	119	67 100.00%	67	0
Electionwide - Total	5,808	10,855	1,918	0	Electionwide - Total	3,890 100.00%	3,890	0
Cumulative					Cumulative			
Cumulative	0	0	0	0	Cumulative	0	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	0
Countywide - Total	5,808	10,855	1,918	0	Countywide - Total	3,890 100.00%	3,890	0

Supervisor, 1st District (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	CARL HOELSCHER	JEFF GABRIEL
Countywide					Countywide		
Electionwide					Electionwide		
101	585	999	43	0	101	184 33.95%	164 30.26%
102	793	1,329	52	0	102	197 26.59%	325 43.86%
103	0	0	0	0	103	0	0
104	19	26	1	0	104	7 38.89%	5 27.78%
Electionwide - Total	1,397	2,354	96	0	Electionwide - Total	388 29.82%	494 37.97%
Cumulative					Cumulative		
Cumulative	0	0	0	0	Cumulative	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0
Countywide - Total	1,397	2,354	96	0	Countywide - Total	388 29.82%	494 37.97%

Precinct	TRINA ORRILL		Total Votes	Unresolved Write-In
Countywide				
Electionwide				
101	194	35.79%	542	0
102	219	29.55%	741	0
103	0		0	0
104	6	33.33%	18	0
Electionwide - Total	419	32.21%	1,301	0
Cumulative				
Cumulative	0		0	0
Cumulative - Total	0		0	0
Countywide - Total	419	32.21%	1,301	0

Supervisor, 3rd District (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	DAVID J. LENT	TODD VOGEL
Countywide					Countywide		
Electionwide					Electionwide		
108	276	440	11	0	108	20 7.55%	71 26.79%
109	647	944	23	1	109	58 9.31%	183 29.37%
110	318	877	7	0	110	83 26.69%	19 6.11%
Electionwide - Total	1,241	2,261	41	1	Electionwide - Total	161 13.43%	273 22.77%
Cumulative					Cumulative		
Cumulative	0	0	0	0	Cumulative	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0
Countywide - Total	1,241	2,261	41	1	Countywide - Total	161 13.43%	273 22.77%

Precinct	KODY JAEGER		SCOTT E. MARCELLIN		Total Votes	Unresolved Write-In
Countywide						
Electionwide						
108	41	15.47%	133	50.19%	265	0
109	76	12.20%	306	49.12%	623	0
110	171	54.98%	38	12.22%	311	0
Electionwide - Total	288	24.02%	477	39.78%	1,199	0
Cumulative						
Cumulative	0		0		0	0
Cumulative - Total	0		0		0	0
Countywide - Total	288	24.02%	477	39.78%	1,199	0

Assessor (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	DAVE STOTTLEMYRE	Total Votes	Unresolved Write-In
Countywide					Countywide			
Electionwide					Electionwide			
101	585	999	150	0	101	435 100.00%	435	0
102	793	1,329	239	0	102	554 100.00%	554	0
103	0	0	0	0	103	0	0	0
104	19	26	2	0	104	17 100.00%	17	0
105	488	1,004	137	0	105	351 100.00%	351	0
106	449	1,012	130	0	106	319 100.00%	319	0
107	9	8	****	****	107	**** ****	****	****
108	276	440	68	0	108	208 100.00%	208	0
109	647	944	176	0	109	471 100.00%	471	0
110	318	877	68	0	110	250 100.00%	250	0
111	332	617	98	0	111	234 100.00%	234	0
112	269	432	70	0	112	199 100.00%	199	0
113	29	47	6	0	113	23 100.00%	23	0
114	570	1,099	135	0	114	435 100.00%	435	0
115	34	83	8	0	115	26 100.00%	26	0
116	235	412	56	0	116	179 100.00%	179	0
117	491	996	127	0	117	364 100.00%	364	0
118	142	264	43	0	118	99 100.00%	99	0
119	122	266	49	0	119	73 100.00%	73	0
Electionwide - Total	5,808	10,855	1,562	0	Electionwide - Total	4,246 100.00%	4,246	0
Cumulative					Cumulative			
Cumulative	0	0	0	0	Cumulative	0	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	0
Countywide - Total	5,808	10,855	1,562	0	Countywide - Total	4,246 100.00%	4,246	0

Auditor (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
Countywide				
Electionwide				
101	585	999	153	0
102	793	1,329	272	0
103	0	0	0	0
104	19	26	3	0
105	488	1,004	141	0
106	449	1,012	137	0
107	9	8	****	****
108	276	440	69	0
109	647	944	188	0
110	318	877	64	0
111	332	617	104	0
112	269	432	76	0
113	29	47	6	0
114	570	1,099	138	0
115	34	83	10	0
116	235	412	58	0
117	491	996	104	0
118	142	264	33	0
119	122	266	47	0
Electionwide - Total	5,808	10,855	1,603	0
Cumulative				
Cumulative	0	0	0	0
Cumulative - Total	0	0	0	0
Countywide - Total	5,808	10,855	1,603	0

Precinct	AMY SHEPHERD	Total Votes	Unresolved Write-In
Countywide			
Electionwide			
101	432 100.00%	432	0
102	521 100.00%	521	0
103	0	0	0
104	16 100.00%	16	0
105	347 100.00%	347	0
106	312 100.00%	312	0
107	**** ****	****	****
108	207 100.00%	207	0
109	459 100.00%	459	0
110	254 100.00%	254	0
111	228 100.00%	228	0
112	193 100.00%	193	0
113	23 100.00%	23	0
114	432 100.00%	432	0
115	24 100.00%	24	0
116	177 100.00%	177	0
117	387 100.00%	387	0
118	109 100.00%	109	0
119	75 100.00%	75	0
Electionwide - Total	4,205 100.00%	4,205	0
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
Countywide - Total	4,205 100.00%	4,205	0

Coroner (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	JASON E. MOLINAR	Total Votes	Unresolved Write-In
Countywide					Countywide			
Electionwide					Electionwide			
101	585	999	140	0	101	445 100.00%	445	0
102	793	1,329	253	0	102	540 100.00%	540	0
103	0	0	0	0	103	0	0	0
104	19	26	5	0	104	14 100.00%	14	0
105	488	1,004	133	0	105	355 100.00%	355	0
106	449	1,012	130	0	106	319 100.00%	319	0
107	9	8	****	****	107	**** ****	****	****
108	276	440	65	0	108	211 100.00%	211	0
109	647	944	178	0	109	469 100.00%	469	0
110	318	877	54	0	110	264 100.00%	264	0
111	332	617	100	0	111	232 100.00%	232	0
112	269	432	72	0	112	197 100.00%	197	0
113	29	47	7	0	113	22 100.00%	22	0
114	570	1,099	130	0	114	440 100.00%	440	0
115	34	83	9	0	115	25 100.00%	25	0
116	235	412	54	0	116	181 100.00%	181	0
117	491	996	112	0	117	379 100.00%	379	0
118	142	264	35	0	118	107 100.00%	107	0
119	122	266	46	0	119	76 100.00%	76	0
Electionwide - Total	5,808	10,855	1,523	0	Electionwide - Total	4,285 100.00%	4,285	0
Cumulative					Cumulative			
Cumulative	0	0	0	0	Cumulative	0	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	0
Countywide - Total	5,808	10,855	1,523	0	Countywide - Total	4,285 100.00%	4,285	0

County Clerk-Recorder (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	DANIELLE SEXTON	Total Votes	Unresolved Write-In
Countywide					Countywide			
Electionwide					Electionwide			
101	585	999	144	0	101	441 100.00%	441	0
102	793	1,329	240	0	102	553 100.00%	553	0
103	0	0	0	0	103	0	0	0
104	19	26	4	0	104	15 100.00%	15	0
105	488	1,004	134	0	105	354 100.00%	354	0
106	449	1,012	129	0	106	320 100.00%	320	0
107	9	8	****	****	107	**** ****	****	****
108	276	440	64	0	108	212 100.00%	212	0
109	647	944	178	0	109	469 100.00%	469	0
110	318	877	52	0	110	266 100.00%	266	0
111	332	617	105	0	111	227 100.00%	227	0
112	269	432	64	0	112	205 100.00%	205	0
113	29	47	7	0	113	22 100.00%	22	0
114	570	1,099	122	0	114	448 100.00%	448	0
115	34	83	7	0	115	27 100.00%	27	0
116	235	412	60	0	116	175 100.00%	175	0
117	491	996	111	0	117	380 100.00%	380	0
118	142	264	34	0	118	108 100.00%	108	0
119	122	266	46	0	119	76 100.00%	76	0
Electionwide - Total	5,808	10,855	1,501	0	Electionwide - Total	4,307 100.00%	4,307	0
Cumulative					Cumulative			
Cumulative	0	0	0	0	Cumulative	0	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	0
Countywide - Total	5,808	10,855	1,501	0	Countywide - Total	4,307 100.00%	4,307	0

District Attorney (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	THOMAS L. HARDY	Total Votes	Unresolved Write-In
Countywide					Countywide			
Electionwide					Electionwide			
101	585	999	158	0	101	427 100.00%	427	0
102	793	1,329	261	0	102	532 100.00%	532	0
103	0	0	0	0	103	0	0	0
104	19	26	5	0	104	14 100.00%	14	0
105	488	1,004	159	0	105	329 100.00%	329	0
106	449	1,012	143	0	106	306 100.00%	306	0
107	9	8	****	****	107	**** ****	****	****
108	276	440	66	0	108	210 100.00%	210	0
109	647	944	181	0	109	466 100.00%	466	0
110	318	877	94	0	110	224 100.00%	224	0
111	332	617	99	0	111	233 100.00%	233	0
112	269	432	79	0	112	190 100.00%	190	0
113	29	47	7	0	113	22 100.00%	22	0
114	570	1,099	145	0	114	425 100.00%	425	0
115	34	83	7	0	115	27 100.00%	27	0
116	235	412	66	0	116	169 100.00%	169	0
117	491	996	129	0	117	362 100.00%	362	0
118	142	264	47	0	118	95 100.00%	95	0
119	122	266	50	0	119	72 100.00%	72	0
Electionwide - Total	5,808	10,855	1,697	0	Electionwide - Total	4,111 100.00%	4,111	0
Cumulative					Cumulative			
Cumulative	0	0	0	0	Cumulative	0	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	0
Countywide - Total	5,808	10,855	1,697	0	Countywide - Total	4,111 100.00%	4,111	0

Public Administrator (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	PATRICIA BARTON	Total Votes	Unresolved Write-In	
Countywide Electionwide					Countywide Electionwide				
101	585	999	157	0	101	428 100.00%	428	0	
102	793	1,329	254	0	102	539 100.00%	539	0	
103	0	0	0	0	103	0	0	0	
104	19	26	4	0	104	15 100.00%	15	0	
105	488	1,004	158	0	105	330 100.00%	330	0	
106	449	1,012	152	0	106	297 100.00%	297	0	
107	9	8	****	****	107	**** ****	****	****	
108	276	440	75	0	108	201 100.00%	201	0	
109	647	944	195	0	109	452 100.00%	452	0	
110	318	877	68	0	110	250 100.00%	250	0	
111	332	617	104	0	111	228 100.00%	228	0	
112	269	432	75	0	112	194 100.00%	194	0	
113	29	47	9	0	113	20 100.00%	20	0	
114	570	1,099	168	0	114	402 100.00%	402	0	
115	34	83	9	0	115	25 100.00%	25	0	
116	235	412	61	0	116	174 100.00%	174	0	
117	491	996	128	0	117	363 100.00%	363	0	
118	142	264	41	0	118	101 100.00%	101	0	
119	122	266	50	0	119	72 100.00%	72	0	
Electionwide - Total	5,808	10,855	1,709	0	Electionwide - Total	4,099 100.00%	4,099	0	
Cumulative					Cumulative				
Cumulative	0	0	0	0	Cumulative	0	0	0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	0	
Countywide - Total	5,808	10,855	1,709	0	Countywide - Total	4,099 100.00%	4,099	0	

Sheriff (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	ERIC PRITCHARD		STEPHANIE RENNIE	
Countywide Electionwide					Countywide Electionwide				
101	585	999	24	0	101	238	42.42%	123	21.93%
102	793	1,329	22	0	102	279	36.19%	173	22.44%
103	0	0	0	0	103	0		0	
104	19	26	1	0	104	3	16.67%	4	22.22%
105	488	1,004	23	1	105	135	29.09%	173	37.28%
106	449	1,012	27	0	106	126	29.86%	180	42.65%
107	9	8	****	****	107	****	****	****	****
108	276	440	12	0	108	82	31.06%	86	32.58%
109	647	944	4	0	109	240	37.33%	146	22.71%
110	318	877	14	0	110	86	28.29%	107	35.20%
111	332	617	22	0	111	116	37.42%	77	24.84%
112	269	432	7	0	112	115	43.89%	67	25.57%
113	29	47	1	0	113	12	42.86%	10	35.71%
114	570	1,099	21	2	114	195	35.65%	146	26.69%
115	34	83	1	0	115	10	30.30%	11	33.33%
116	235	412	7	0	116	87	38.16%	76	33.33%
117	491	996	23	0	117	114	24.36%	230	49.15%
118	142	264	12	0	118	36	27.69%	61	46.92%
119	122	266	13	0	119	37	33.94%	51	46.79%
Electionwide - Total	5,808	10,855	234	3	Electionwide - Total	1,919	34.45%	1,722	30.91%
Cumulative					Cumulative				
Cumulative	0	0	0	0	Cumulative	0		0	
Cumulative - Total	0	0	0	0	Cumulative - Total	0		0	
Countywide - Total	5,808	10,855	234	3	Countywide - Total	1,919	34.45%	1,722	30.91%

Precinct	JOE VETTER		KELVIN JOHNSTON		Total Votes	Unresolved Write-In
Countywide Electionwide						
101	178	31.73%	22	3.92%	561	0
102	270	35.02%	49	6.36%	771	0
103	0		0		0	0
104	11	61.11%	0	0.00%	18	0
105	129	27.80%	27	5.82%	464	0
106	96	22.75%	20	4.74%	422	0
107	****	****	****	****	****	****
108	81	30.68%	15	5.68%	264	0
109	226	35.15%	31	4.82%	643	0
110	80	26.32%	31	10.20%	304	0
111	99	31.94%	18	5.81%	310	0
112	68	25.95%	12	4.58%	262	0
113	3	10.71%	3	10.71%	28	0
114	177	32.36%	29	5.30%	547	0
115	7	21.21%	5	15.15%	33	0
116	52	22.81%	13	5.70%	228	0
117	90	19.23%	34	7.26%	468	0
118	21	16.15%	12	9.23%	130	0
119	14	12.84%	7	6.42%	109	0
Electionwide - Total	1,602	28.76%	328	5.89%	5,571	0
Cumulative						
Cumulative	0		0		0	0
Cumulative - Total	0		0		0	0
Countywide - Total	1,602	28.76%	328	5.89%	5,571	0

Treasurer-Tax Collector (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes	Precinct	ALISHA MCMURTRIE	Total Votes	Unresolved Write-In
Countywide Electionwide					Countywide Electionwide			
101	585	999	154	0	101	431 100.00%	431	0
102	793	1,329	265	0	102	528 100.00%	528	0
103	0	0	0	0	103	0	0	0
104	19	26	6	0	104	13 100.00%	13	0
105	488	1,004	134	0	105	354 100.00%	354	0
106	449	1,012	134	0	106	315 100.00%	315	0
107	9	8	****	****	107	**** ****	****	****
108	276	440	67	0	108	209 100.00%	209	0
109	647	944	190	0	109	457 100.00%	457	0
110	318	877	59	0	110	259 100.00%	259	0
111	332	617	96	0	111	236 100.00%	236	0
112	269	432	74	0	112	195 100.00%	195	0
113	29	47	7	0	113	22 100.00%	22	0
114	570	1,099	135	0	114	435 100.00%	435	0
115	34	83	9	0	115	25 100.00%	25	0
116	235	412	56	0	116	179 100.00%	179	0
117	491	996	104	0	117	387 100.00%	387	0
118	142	264	30	0	118	112 100.00%	112	0
119	122	266	46	0	119	76 100.00%	76	0
Electionwide - Total	5,808	10,855	1,569	0	Electionwide - Total	4,239 100.00%	4,239	0
Cumulative					Cumulative			
Cumulative	0	0	0	0	Cumulative	0	0	0
Cumulative - Total	0	0	0	0	Cumulative - Total	0	0	0
Countywide - Total	5,808	10,855	1,569	0	Countywide - Total	4,239 100.00%	4,239	0



County of Inyo



County Administrator

CONSENT - ACTION REQUIRED

MEETING: July 12, 2022

FROM: Meaghan McCamman

SUBJECT: SBC CERF Partnership Letter

RECOMMENDED ACTION:

Request Board approve the Collective Partnership Agreement Letter supporting the Community Economic Resilience Fund (CERF) proposal for the Eastern Sierra region developed by the Sierra Business Council, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The [Sierra Business Council \(SBC\)](#) will apply to represent the Eastern Sierra Region in California's [Community Economic Resilience Fund \(CERF\)](#). SBC is applying to act as the Regional Convener and Fiscal Agent for the seven counties included in the [CERF's Eastern Sierra region](#). As Regional Convener and Fiscal Agent, SBC will convene a "High Road Transition Collaborative" (HRTC) to engage in a data-informed, inclusive, and transparent planning process to develop a regional economic recovery plan and a set of economic development projects that will encourage the generation of high road jobs. A description of SBC's proposal is attached.

As part of the CERF application process, SBC is required to provide signed letters of support known within the application as the Collective Partnership Agreement Letter. Inyo County staff have been active participants in SBC's preparations for this application, and hope to serve a key role in the HRTC.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Community Economic Resilience Fund (CERF) was created to promote a sustainable and equitable recovery from the economic distress of COVID-19 by supporting new plans and strategies to diversify local economies and develop sustainable industries that create high-quality, broadly accessible jobs for all Californians.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve this Partnership letter. This is not advised, as this is an important part of SBC's application to serve as the Regional Convener and Fiscal Agent. To our knowledge, there are no other applicants to serve as Convener or Fiscal Agent from the Eastern Sierra Region.

OTHER AGENCY INVOLVEMENT:

SBC, City of Bishop, Town of Mammoth Lakes, Mono County, Mariposa County, Calaveras County, Tuolumne County, Amador County and Alpine County.

FINANCING:

No fiscal impact

ATTACHMENTS:

1. Inyo County CERF Partnership Agreement
2. Sierra Business Council Overview - Eastern Sierra CERF Region - Vision and Goals Proposed Governance Model

APPROVALS:

Meaghan McCamman
Darcy Ellis
Leslie Chapman
John Vallejo
Amy Shepherd

Created/Initiated - 6/29/2022
Approved - 6/30/2022
Approved - 7/7/2022
Approved - 7/7/2022
Final Approval - 7/7/2022

[Insert Logo]

Collective Partnership Agreement Letter
Community Economic Resilience Fund: Eastern Sierra Region

June 29, 2022

Dear HRTC Convener:

The County of Inyo is pleased to inform you that we are in agreement with the goals of the Community Economic Resilience Fund (CERF) proposal for the Eastern Sierra region developed by the Sierra Business Council, who would act as both the Fiscal Agent and the Regional Convener.

We have reviewed the initial governance model for the High Road Transition Collaborative (HRTC). We understand that this governance model may change as the process evolves.

We agree to participate in the CERF process, and agree to participate in the development of the governance model, the outreach and engagement plan, and the development of a budget for the project. We are committed to working collaboratively with a wide range of regional stakeholders from a diverse set of interests to participate in the process to create a more inclusive, equitable, and competitive regional economy.

The County of Inyo is a rural County in the Eastern Sierra, flanked to the west by the Sierra Nevada and to the east by the White Mountains and the Inyo Mountains. With an area of 10,192 square miles, Inyo County is the second-largest county by area in California, after San Bernardino County. Almost one-half of that area is within Death Valley National Park. However, with a population density of 1.8 people per square mile, it also has the second-lowest population density in California, after Alpine County.

Inyo County communities serve as the Gateway to Death Valley National Park and to the High Sierra. Travel and recreation sectors are an important part of the local economy, though government, utilities and healthcare remain the largest employers. The County government has invested considerably in economic development, most recently by creating a Small Business Resource Center to support the development and growth of small, locally owned businesses in a variety of sectors.

Our primary contact for this process will be:

Contact person: [Meaghan McCamman](#)
Email Address: Mmccamman@inyocounty.us
Phone: [760-937-1253](tel:760-937-1253)

Thank you for your time and consideration.

[Insert Logo]

Authorized signatory:

Leslie Chapman
County Administrative Officer

Date: June 29, 2022



EASTERN SIERRA REGION COMMUNITY ECONOMIC RESILIENCE FUND (CERF) **High Road Transition Collaborative (HRTC)**

VISION

The Vision of the Eastern Sierra Community Economic Resilience Fund HRTC is to engage in a data-informed, inclusive, and transparent planning process to develop a regional economic recovery plan and set of projects that will encourage the generation of high road jobs.

GOALS

The planning process will focus on inclusivity for all regional stakeholders, with special emphasis on historically less engaged stakeholders such as disinvested communities, tribal communities, and workers.

The planning process will utilize the skills and knowledge of local entities and organizations and ongoing regional processes, including those developed by local governments, workforce training organizations, economic development organizations, regional educational institutions, and community-based organizations.

The planning process will be guided by Sierra Business Council as regional fiscal agent and convener but will be governed by a diverse and representative HRTC council and a series of topical committees, where power is shared and all ideas are welcomed.

The planning process will include a vigorous, multi-channel, and bilingual public outreach plan specifically designed to reach traditionally disinvested workers and communities, and represent the geographic and cultural diversity of the region.

The planning process will result in a regional economic recovery and transition plan that will emphasize job quality and access, economic competitiveness and resiliency, regional equity, and the long-term sustainability of the region. The planning process will align with state policies across a broad range of objectives, including the need to advance a climate-resilient and carbon-neutral economy.

The final adopted plan will include a broad range of data including stakeholder and asset mapping, identification of opportunities for alignment with existing regional economic planning processes and documents, a regional labor market and economic cluster analysis, and identification of regional climate and public health trends. The final adopted plan will also include specific strategies for the growth of targeted industries, strategies for increasing economic diversification, and strategies for increasing economic equity.

The final adopted plan is likely to be one regional plan with two subcomponents addressing a specific set of east side and west side strategies and implementation opportunities. The plan will identify specific projects for inclusion in future CERF funding proposals.

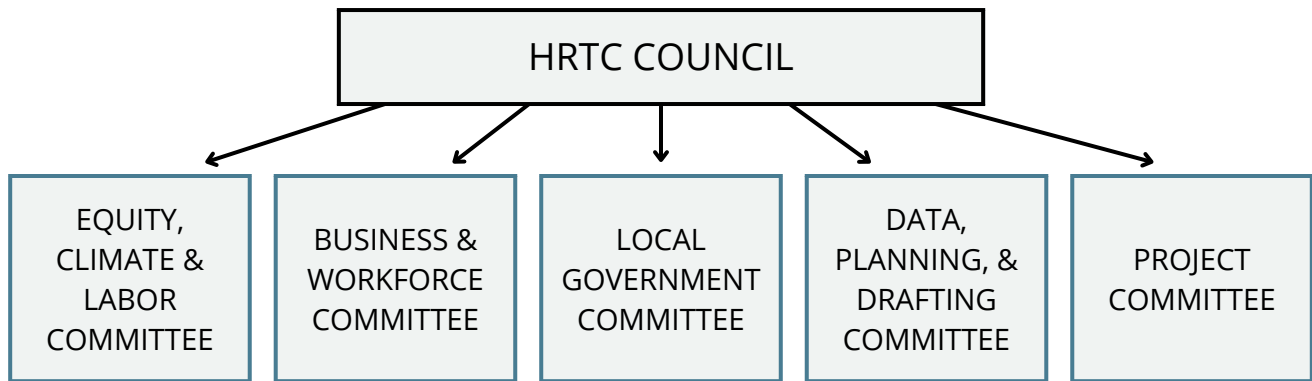
PROPOSED GOVERNANCE MODEL

Eastern Sierra CERF Region

This draft governance structure is intended to include representation from the large geography of our Eastern Sierra region and include representation on the High Road Transition Collaborative (HRTC) Council or HRTC Committees of all of the required and suggested stakeholders. A non-voting participant will chair the HRTC Council meetings.

The HRTC is intended to conduct all of its Council and Committee meetings in a public forum, in a transparent manner, in a hybrid-meeting format, with each stakeholder enjoying equal status and authority.

The composition of the HRTC Council and Committees may change over time as additional stakeholders are engaged. The governance model also allows for the addition of Committees as circumstances or direction changes based on data analysis and dialogue. The name of the HRTC may be changed after the grant is awarded.



HRTC COUNCIL <ul style="list-style-type: none"> 21 members + Non-voting Chair 3 from each county (or cities within counties) 5 are chairs of the Committees Represents the diversity of required stakeholders
--

COMMITTEE STRUCTURE <ul style="list-style-type: none"> 7 voting members per Committee Open ex officio membership 1 voting member from each County Committee chair sits on HRTC board Committee decisions matriculate to board

DECISION MAKING PROCESS

Decision making in committees and board based on modified consensus model (Support, Can Live With, Abstain, Oppose)

1. Straw Poll
2. Discussion
3. Poll-No consensus triggers vote.

Operational decisions require a majority vote of committee and board members.
 Project decisions require a 2/3 vote of committee and board members.



EASTERN SIERRA REGION COMMUNITY ECONOMIC RESILIENCE FUND (CERF) **High Road Transition Collaborative (HRTC)**

ROLE DESCRIPTIONS & APPROXIMATE TIME COMMITMENTS

The HRTC process is required to be highly public, participatory, and transparent in nature. The HRTC will welcome all community stakeholders, and fairly and equitably consider all ideas brought forward by stakeholders. The CERF program calls for an 18-24 month planning process but we will make our best effort at completing the public portion of the effort in 18 months.

HRTC meetings will be hybrid meetings allowing for both in-person and virtual attendance, and will be held alternately (depending upon weather) on the east side and west side of the Sierra crest. In-person attendance at a majority of the meetings (depending upon pandemic) is expected.

Stipends will be available to voting members who are non-elected officials (and allowed to accept payment for meetings and committee obligations). Stipends are optional and intended to increase participation from stakeholders with lower resources or capacity to engage in the CERF process. Mileage and lodging costs will be reimbursed for all participating voting members if approved in advance.

The HRTC structure proposed by Sierra Business Council (SBC) requires 51 individual stakeholders to act as voting members, and one non-voting member to act as the HRTC Board Chair. The various roles are described in detail below.

HRTC COUNCIL, COMMITTEE, AND PUBLIC PARTICIPANTS

High Road Transition Collaborative Council Member

Council members will be expected to participate in one 1 ½ hour-long hybrid meeting per month for 18-24 months, to need approximately 3 hours per month for document review and comment, and to occasionally meet with community stakeholders.

Approximate Time Commitment: 6-8 hours per month or 70-90 hours per year

Proposed Number of Council Members: 21

An SBC project manager will staff the Council.

High Road Transition Collaborative Board Chair

The Council chair will be a non-voting member. The Chair will be expected to attend each 1 ½ hour-long monthly Council meeting for 18-24 months, usually but not always, in person, to need approximately 3 hours per month for document review, and to communicate on a regular basis with Council members to ensure all issues are being forwarded to the Council.

Approximate time commitment: 10 hours per month or 120 hours per year

An SBC project navigator will staff the Council chair.



EASTERN SIERRA REGION
COMMUNITY ECONOMIC RESILIENCE FUND (CERF)
High Road Transition Collaborative (HRTC)

High Road Transition Collaborative Committee Member

Committee members are expected to participate in one 1 ½ hour-long hybrid meeting per month for 18-24 months, to need approximately 3 hours per month for document review and comment, and to meet occasionally with community stakeholders.

Approximate Time Commitment: 6-8 hours per month or 70-90 hours per year

Proposed Number of Committee Members: 35 (7 voting members for each of the 5 committees)

An SBC project navigator will staff the Committees.

High Road Transition Collaborative Committee Liaison

One member of each committee will also serve on the Council. This position will require participation in two 1½ hour per month meetings plus approximately 4 hours per month of document review.

Approximate Time Commitment: 8-12 hours per month or 96-144 hours per year

Proposed Number of Committee Liaisons: 5

High Road Transition Collaborative Participant

Committee membership is open to all public participants, however there are only 7 voting members per committee. The public is encouraged to participate in as many meetings as they choose.

Project Team

Fiscal Agent: SBC will act as the Fiscal Agent. The Fiscal Agent is responsible for the project application, receives the funding, manages contracting, manages the overall finances of the project, makes disbursements to contractors, and acts as the intermediary in grant management, including grant reporting. The Fiscal Agent must have legal authority, history, and capacity to administer state funds.

Regional Convener: SBC will act as the Regional Convener. SBC is the lead organization tasked with organizing an inclusive group of regional stakeholders to form the HRTC and implement the planning grant in its region. SBC anticipates the program will be staffed with a project manager, two community project navigators (one on the west side and one on the east side), and will issue contracts to other community organizations for portions of the public outreach, engagement, and capacity building activities necessary.



County of Inyo



County Administrator - Personnel

CONSENT - ACTION REQUIRED

MEETING: July 12, 2022

FROM: Sue Dishion

SUBJECT: N/A

RECOMMENDED ACTION:

Request Board approve the AIG Nonstandardized Governmental Profit Sharing/401(k) Plan Adoption Agreement #001 and authorize the County Administrator or designee to sign all future plan documents.

SUMMARY/JUSTIFICATION:

Approving the plan document will keep the AIG Deferred Compensation Plan in compliance with all the IRS requirements for the 401(k) plan.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the agreement, however this is not recommended as our 401 (k) plan would be out of compliance with IRS regulations.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There are no financial impacts with this agreement.

ATTACHMENTS:

1. Adoption Agreement

APPROVALS:

Darcy Ellis	Created/Initiated - 7/6/2022
Darcy Ellis	Approved - 7/6/2022
Darcy Ellis	Approved - 7/7/2022
Keri Oney	Approved - 7/7/2022

John Vallejo

Final Approval - 7/7/2022

Inyo County
NONSTANDARDIZED GOVERNMENTAL PROFIT SHARING/401(k) PLAN
ADOPTION AGREEMENT #001

By executing this Nonstandardized Governmental Profit Sharing/401(k) Plan Adoption Agreement (the "Adoption Agreement" or "AA"), the undersigned Employer agrees to establish or continue a Governmental Profit Sharing/401(k) Plan for its Employees. The Governmental Profit Sharing/401(k) Plan adopted by the Employer consists of the Governmental Defined Contribution Pre-Approved Plan Basic Plan Document #03 (the "BPD") and the elections made under this Adoption Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Adoption Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Adoption Agreement.**

SECTION 1
EMPLOYER INFORMATION

1-1 EMPLOYER INFORMATION.

Name: Inyo County

Address: 224 North Edwards

Independence, California 93526

Telephone: 760-878-0292

1-2 EMPLOYER IDENTIFICATION NUMBER (EIN). 95-6005445

1-3 FORM OF BUSINESS.

State or political subdivision of a State

State agency or instrumentality

Indian Tribal Government

Describe other Employer qualified to adopt a Governmental Plan: _____

1-4 EMPLOYER'S TAX YEAR END. The Employer's tax year ends December 31

1-5 RELATED EMPLOYERS. Is the Employer part of a group of Related Employers (as defined in Section 1.83 of the Plan)?

Yes

No

If yes, Related Employers may be listed below. A Related Employer must execute a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

[Note: This AA §1-5 is for informational purposes and the Employer need not list Related Employers. The failure to identify all Related Employers will not jeopardize the qualified status of the Plan.]

SECTION 2
PLAN INFORMATION

2-1 PLAN NAME. Inyo County Defined Contribution Retirement Plan

Original Effective Date: April 1, 2002

Restatement Effective Date: January 1, 2022

2-2 PLAN NUMBER. 002

2-3 TYPE OF PLAN.

(a) This Plan is a Profit Sharing Plan. (Note: May also include Matching Contributions under AA §6B.)

(b) This Plan is a Grandfathered Profit Sharing/401(k) Plan. [Note: To qualify as a Grandfathered Profit Sharing/401(k) Plan, the Employer must have maintained a 401(k) plan as of May 6, 1986. A Grandfathered Profit Sharing/401(k) Plan may also include a plan of an Indian Tribal Government, as defined in Section 1.58 of the Plan. See Section 1.55 of the Plan for a more detailed description of a Grandfathered Profit Sharing/401(k) Plan.]

- (c) The Plan is intended to be a FICA Replacement Plan (as described under Section 4.03 of the Plan). [*Note: If this subsection (c) is checked, elections under this AA must be consistent with the requirements of a FICA Replacement Plan as described under Section 4.03 of the Plan.*]

2-4 **PLAN YEAR.**

- (a) Calendar year.
 (b) The 12-consecutive month period ending on _____ each year.
 (c) The Plan has a Short Plan Year running from ____ to ____.

2-5 **FROZEN PLAN.** Check this AA §2-5 if the Plan is a frozen Plan to which no contributions will be made.

- This Plan is a frozen Plan effective _____. (See Section 3.02(a)(2) of the Plan.)

[*Note: As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned after such date and no Participant will be permitted to make any contributions to the Plan after such date. In addition, no Employee will become a Participant after the date the Plan is frozen.*]

2-6 **MULTIPLE EMPLOYER PLAN.** Is this Plan a Multiple Employer Plan as defined in Section 16.07 of the Plan? (See Section 16.07 of the Plan for special rules applicable to Multiple Employer Plans.)

- Yes
 No

2-7 **PLAN ADMINISTRATOR.**

- (a) The Employer identified in AA §1-1.
 (b) Name: _____

Address: _____

Telephone: _____

2-8 **DEFINITION OF DISABLED.** An individual is considered Disabled for purposes of applying the provisions of this Plan if:

- (a) The individual is covered by the Employer's disability insurance plan and is determined to be disabled under such plan.
 (b) The individual is determined to be disabled by the Social Security Administration under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.
 (c) The Plan Administrator determines an individual is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted, or can be expected to last, for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. The Plan Administrator may establish reasonable procedures for determining whether a Participant is Disabled.

[*Note: An Employer may elect any or all of (a), (b) and (c) above. If more than one of (a), (b) and (c) is selected, the hierarchy for determining whether an individual is considered Disabled is (a), then (b) and then (c), unless described otherwise under separate administrative procedures or under subsection (d) below.*]

- (d) Alternative definition of Disabled: _____

[*Note: Any alternative definition described in this subsection (d) will apply uniformly to all Participants under the Plan and will be applied in a nondiscretionary manner. The Employer may describe different definitions of Disabled for different purposes under the plan.*]

**SECTION 3
ELIGIBLE EMPLOYEES**

3-1 **ELIGIBLE EMPLOYEES.** In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan with respect to the contribution source(s) identified in this AA §3-1. See Sections 2.02(d) and (e) of the Plan for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.

- | Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|-------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) No exclusions |

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Collectively Bargained Employees
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Leased Employees
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Employees paid on an hourly basis
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Employees paid on a salaried basis
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Employees in an elected or appointed position.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Part-Time Employees (as defined in Section 1.71 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) Seasonal Employees (as defined in Section 1.89 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Temporary Employees (as defined in Section 1.93 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(k) Employees eligible for another qualified plan sponsored by the Employer or a Related Employer Specify name of other qualified plan (optional): _____
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(l) Other: <u>Employees not classified as Deputies</u>

[Note: The elections under the ER column apply to any Pick-Up Contributions and any After-Tax Employee Contributions authorized under AA §6-7, unless elected otherwise under subsection (l) above. The exclusions inserted may not result in a specifically named individual or a finite group (such as employees hired before a certain date) being the only employee or employees participating under the plan in violation of the permanency requirements or Treas. Reg. §1.401-1(b)(2). It is permissible to limit participation under the plan to an employee or employees of a specifically named position or positions.]

**SECTION 4
MINIMUM AGE AND SERVICE REQUIREMENTS**

4-1 **ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE.** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of his/her Entry Date (as defined in AA §4-2 below).

(a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(1) There is no minimum service requirement for participation in the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) ___ Year(s) of Service (as defined in Section 2.03(a)(1) of the Plan and AA §4-3).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) The completion of at least ___ Hours of Service during the first ___ months of employment (or the first ___ days of employment) or the completion of a Year of Service (as defined in AA §4-3), if earlier. <input type="checkbox"/> (i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period. <input type="checkbox"/> (ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. See Section 2.03(a)(2) of the Plan for rules regarding the application of this subsection (ii).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) The completion of ___ Hours of Service during an Eligibility Computation Period. <i>[Note: An Employee satisfies the service requirement immediately upon completion of the designated Hours of Service rather than at the end of the Eligibility Computation Period.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(5) Full-time Employees are eligible to participate as set forth in subsection (i) below. Employees who are “part-time” Employees must complete a Year of

Deferral Match ER

Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii) below.

- (i) Full-time Employees must complete the following minimum service requirements to participate in the Plan:
 - (A) There is no minimum service requirement for participation in the Plan.
 - (B) The completion of at least ____ Hours of Service during the first ____ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.
 - (C) Under the Elapsed Time method as defined in AA §4-3(c) below.
 - (D) Describe: _____

[Note: Any conditions provided under this subsection (D) must be definitely determinable.]

- (ii) Part-time Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:

- (A) For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:

- (I) ____ hours per week.
- (II) ____ hours per month.
- (III) ____ hours per year.

- (B) Describe part-time Employees for this purpose: _____

[Note: A part-time employee must be described as an individual who works less than a specified number of hours (no greater than 40) during a standard work week.]

(6) Under the Elapsed Time method as described in AA §4-3(c) below.

(7) Describe eligibility conditions: _____

- (b) **Minimum Age Requirement.** An Eligible Employee (as defined in AA §3-1) must have attained the following age with respect to the contribution source(s) identified in this AA §4-1(b).

Deferral Match ER

- (1) There is no minimum age for Plan eligibility.
- (2) Age 21.
- (3) Age ____.

- (c) **Special eligibility rules.** The following special eligibility rules apply with respect to the Plan: _____

[Note: Any elections under the ER column under this AA §4-1 apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions authorized under AA §6-7, unless elected otherwise under subsection (c) above. Subsection (c) above may be used to apply the eligibility conditions selected under this AA §4-1 separately with respect to different Employee groups or different contribution formulas under the Plan. Any special rules under subsection (c) above must be definitely determinable.]

4-2 **ENTRY DATE.** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(s) identified under this AA §4-2.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) Immediate. The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Semi-annual. The first day of the 1st and 7th month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Quarterly. The first day of the 1st, 4th, 7th and 10th month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Monthly. The first day of each calendar month.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(e) Payroll period. The first day of the payroll period.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) The first day of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Describe Entry Date: _____

[Note: Entry Date under this subsection (g) must be no later than 3 years after the date described under (a).]

An Eligible Employee’s Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee’s Entry Date is the Entry Date:

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) next following satisfaction of the minimum age and service requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(i) coinciding with or next following satisfaction of the minimum age and service requirements.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(j) nearest the satisfaction of the minimum age and service requirements.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(k) preceding the satisfaction of the minimum age and service requirements.

This section may be used to describe any special rules for determining Entry Dates under the Plan. For example, if different Entry Date provisions apply for the same contribution sources with respect to different groups of Employees, such different Entry Date provisions may be described below.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(l) Describe any special rules that apply with respect to the Entry Dates under this AA §4-2: _____

[Note: The elections under the ER column under this AA §4-2 apply to any Pick-Up Contributions selected under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (l) above. Any special rules under subsection (l) above must be definitely determinable.]

4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply with respect to all contribution sources under the Plan:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.57 of the Plan for the definition of Hour of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years. (See Section 2.03(a)(3)(i) of the Plan). If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years. (See Section 2.03(a)(3)(ii) of the Plan.)

To override the default eligibility rules, complete the applicable sections of this AA §4-3. **If this AA §4-3 is not completed for a particular contribution source, the default eligibility rules apply.**

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during an Eligibility Computation Period.

- | Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) Eligibility Computation Period (ECP). The Plan will use Anniversary Years, unless more than one Year of Service is required under AA §4-1(a), in which case the Plan will shift to Plan Years if the Employee does not earn a Year of Service during the first Eligibility Computation Period. (See Section 2.03(a)(3)(ii) of the Plan.) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (c) Elapsed Time method. Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a period of service, as designated below, to participate in the Plan. (See Section 2.03(a)(6) of the Plan.) <ul style="list-style-type: none"> <input type="checkbox"/> (1) For Deferral, must complete a ____ period of service <input type="checkbox"/> (2) For Match, must complete a ____ period of service <input type="checkbox"/> (3) For ER, must complete a ____ period of service <p><i>[Note: Under the Elapsed Time method, service will be measured from the Employee’s employment commencement date (or reemployment commencement date, if applicable) without regard to the Eligibility Computation Period designated in Section 2.03(a)(3) of the Plan.]</i></p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (d) Equivalency Method. For purposes of determining an Employee’s Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the Plan). The Equivalency Method will apply to: <ul style="list-style-type: none"> <input type="checkbox"/> (1) All Employees. <input type="checkbox"/> (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked. <p>Hours of Service for eligibility will be determined under the following Equivalency Method.</p> <ul style="list-style-type: none"> <input type="checkbox"/> (3) Monthly. 190 Hours of Service for each month worked. <input type="checkbox"/> (4) Weekly. 45 Hours of Service for each week worked. <input type="checkbox"/> (5) Daily. 10 Hours of Service for each day worked. <input type="checkbox"/> (6) Semi-monthly. 95 Hours of Service for each semi-monthly period worked. <input type="checkbox"/> (7) Describe Equivalency Method: _____ <p><i>[Note: Any description of an Equivalency Method under this subsection (7) must be definitely determinable.]</i></p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (e) Special eligibility provisions. _____ |

[Note: The elections under the ER column under this AA §4-3 apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (e) above. Any special rules under subsection (e) above must be definitely determinable.]

4-4 EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS. The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate with respect to all contribution sources under the Plan as of his/her Entry Date, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees employed on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

- | Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | An Eligible Employee who is employed by the Employer on the following designated date will enter the Plan on the designated date without regard to minimum age and/or service requirements (as designated below): <ul style="list-style-type: none"> <input type="checkbox"/> (a) the Effective Date of this Plan (as designated in the Employer Signature Page). <input type="checkbox"/> (b) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page). <input type="checkbox"/> (c) _____ <i>[insert date no earlier than the Effective Date of this Plan]</i> |

An Eligible Employee who is employed on the designated date will enter the Plan on the designated date without regard to the minimum age and service requirements under AA

§4-1. If both minimum age and service conditions are not waived, select subsection (d) or (e) below to designate which condition is waived under this AA §4-4.

(d) This AA §4-4 only applies to the minimum service condition.

(e) This AA §4-4 only applies to the minimum age condition.

The provisions of this AA §4-4 apply to all Eligible Employees employed on the designated date unless designated otherwise under subsection (f) or (g) below.

(f) The provisions of this AA §4-4 apply to the following group of Employees employed on the designated date: _____

(g) Describe special rules: _____

[Note: An Employee who is employed as of the designated date described in this AA §4-4 will enter the Plan as of such date unless a different Entry Date is designated under subsection (g) above. The elections under the ER column apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (g) above. Any special rules under subsection (g) above must be definitely determinable.]

4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** Service with the following Predecessor Employers will be counted for purposes of determining eligibility, vesting and allocation conditions under this Plan, unless designated otherwise under subsection (a) or (b) below. (See Sections 2.06, 3.07(b) and 6.07 of the Plan.)

(a) The Plan will count service with the following Predecessor Employers:

Name of Predecessor Employer	Eligibility	Vesting	Allocation Conditions
<input type="checkbox"/> (1) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) Describe any special provisions applicable to Predecessor Employer service: _____

4-6 **BREAKS IN SERVICE.** Generally, an Employee will be credited with all service earned with the Employer, including service earned prior to a Break in Service. To disregard service earned prior to a Break in Service for eligibility purposes, complete this AA §4-6. (See Section 2.07 of the Plan.)

(a) If an Employee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate.

(b) If an Employee incurs at least _____ Breaks in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate. *[Enter "0" if prior service will be disregarded for all rehired Employees.]*

(c) The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.

(d) Describe: _____

**SECTION 5
COMPENSATION DEFINITIONS**

5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. See Section 1.94 of the Plan for a specific definition of the various types of Total Compensation.

(a) W-2 Wages

(b) Code §415 Compensation

(c) Wages under Code §3401(a)

[Note: For purposes of determining Total Compensation, each definition includes Elective Deferrals as defined in Section 1.36 of the Plan, pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).]

5-2 **POST-SEVERANCE COMPENSATION.** Total Compensation includes post-severance compensation, to the extent provided in Section 1.94(b) of the Plan, unless otherwise elected below.

- (a) **Exclusion of post-severance compensation from Total Compensation.** The following amounts paid after a Participant’s severance of employment are excluded from Total Compensation.
- (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.
- (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee’s gross income.

[Note: Plan Compensation (as defined in Section 1.75 of the Plan) includes any post-severance compensation amounts that are includible in Total Compensation. The Employer may elect to exclude all compensation paid after severance of employment from the definition of Plan Compensation under AA §5-3(j) below or may elect to exclude specific types of post-severance compensation from Plan Compensation under AA §5-3(l) below.]

- (b) **Continuation payments for disabled Participants.** If this subsection (b) is not elected, Total Compensation does not include continuation payments for disabled Participants. If this subsection (b) is elected, Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as provided in Section 1.94(c) of the Plan.

5-3 **PLAN COMPENSATION.** Plan Compensation is **Total Compensation** (as defined in AA §5-1 above) with the following exclusions described below.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(a) No exclusions.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(b) Elective Deferrals (as defined in Section 1.36 of the Plan), pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Compensation above \$___ is excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Amounts received as a bonus are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Amounts received as commissions are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Overtime payments are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Amounts received for services performed for a non-signatory Related Employer are excluded. (See Section 2.02(c) of the Plan.)
			<i>[Note: If this subsection (h) is not elected, amounts received for services performed for a non-signatory Related Employer are INCLUDED in Plan Compensation.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) “Deemed §125 compensation” as defined in Section 1.94(d) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Amounts received after termination of employment are excluded. (See Section 1.94(b) of the Plan.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(k) Differential Pay (as defined in Section 1.94(e) of the Plan).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(l) Describe adjustments to Plan Compensation: _____

[Note: Any modification under subsection (l) must be definitely determinable and preclude Employer discretion. The elections under the ER column under this AA §5-3 apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (l).]

5-4 PERIOD FOR DETERMINING COMPENSATION.

- (a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s) for the contribution sources identified in this AA §5-4. [*Note: If a period other than the Plan Year applies for any contribution source, any reference to the Plan Year as it refers to Plan Compensation for that contribution source will be deemed to be a reference to the period designated under this AA §5-4.*]

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(1) The Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(2) The calendar year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) The Employer's fiscal tax year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) The 12-month period ending on ____ which ends during the Plan Year.

- (b) **Compensation while a Participant.** Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation earned while an individual is a Participant under the Plan with respect to a particular contribution source will be taken into account.

To count compensation for the entire Plan Year for a particular contribution source, including compensation earned while an individual is not a Participant with respect to such contribution source, check below. (See Section 1.75(b) of the Plan.)

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All compensation earned during the Plan Year will be taken into account, including compensation earned while an individual is not a Participant.

- (c) **Few weeks rule.** The few weeks rule (as described in Section 5.02(c)(7)(i) of the Plan) will not apply unless designated otherwise under this subsection (c).

- Amounts earned but not paid during a Limitation Year solely because of the timing of pay periods and pay dates shall be included in Total Compensation for the Limitation Year, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees, and no amounts are included in more than one Limitation Year.

**SECTION 6
EMPLOYER AND EMPLOYEE CONTRIBUTIONS**

- 6-1 **EMPLOYER / EMPLOYEE CONTRIBUTIONS.** The Employer/Employee may make the following contributions under the Plan:

- (a) Employer Contributions under AA §6-2
- (b) Voluntary After-Tax Employee Contributions under AA §6-7(a)
- (c) Mandatory After-Tax Employee Contributions under AA §6-7(b)
- (d) Employer Pick-Up Contributions under AA §6-7(c)
- (e) N/A. No Employer/Employee Contributions are permitted under the Plan [*Skip to Section 6A*]

- 6-2 **EMPLOYER CONTRIBUTION FORMULA.** For the period designated in AA §6-5(a) below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-6 below. Any Employer Contribution authorized under this AA §6-2 will be allocated in accordance with the allocation formula selected under AA §6-3.

- (a) **Discretionary contribution.** The Employer will determine in its sole discretion how much, if any, it will make as an Employer Contribution.
- (b) **Fixed contribution.**
 - (1) **Fixed percentage.** __% of each Participant's Plan Compensation.
 - (2) **Fixed dollar.** \$____ for each Participant.

- (3) **Determined in accordance with the terms of the Employment contract** between an Eligible Employee and the Employer. [*Note: If this subsection (3) is checked, the provisions of an Employment contract addressing retirement benefits will override any selection under this AA §6-2.*]
- (c) **Contributions under Collective Bargaining Agreement, employment contract or equivalent arrangement.** The Employer will make an Employer Contribution based on a Collective Bargaining Agreement, employment agreement or equivalent arrangement as follows: _____
 [*Note: Insert the appropriate contribution formula (and allocation formula, if applicable) from the Collective Bargaining Agreement, employment agreement or equivalent arrangement. The formula must be definitely determinable as required under Treas. Reg. §1.401-1.*]
- (d) **Service-based contribution.** The Employer will make the following contribution:
- (1) **Discretionary.** A discretionary contribution determined as a uniform percentage of Plan Compensation for each period of service designated below.
- (2) **Fixed percentage.** ____% of Plan Compensation paid for each period of service designated below.
- (3) **Fixed dollar.** \$____ for each period of service designated below.
- The service-based contribution will be based on the following periods of service:
- (4) Each Hour of Service
- (5) Each week of employment
- (6) Describe period: _____
- The service-based contribution is subject to the following rules.
- (7) Describe any special provisions that apply to service-based contribution: _____
- (e) **Describe special rules for determining contributions under Plan:** _____
 [*Note: Any special rules under this subsection (e) may only describe the basis for determining a discretionary service-based contribution, such as a uniform dollar amount, and must be definitely determinable.*]

6-3 **ALLOCATION FORMULA.**

- (a) **Pro rata allocation.** The discretionary Employer Contribution under AA §6-2(a) will be allocated:
- (1) as a uniform percentage of Plan Compensation.
- (2) as a uniform dollar amount.
- (b) **Fixed contribution.** The fixed Employer Contribution under AA §6-2 will be allocated in accordance with the selections made with respect to fixed Employer Contributions under AA §6-2.
- (c) **Permitted disparity allocation.** The discretionary Employer Contribution under AA §6-2(a) will be allocated under the two-step method (as defined in Section 3.02(a)(1)(i)(B)(I) of the Plan), using the Taxable Wage Base (as defined in Section 1.92 of the Plan) as the Integration Level.
- To modify these default rules, complete the appropriate provision(s) below.
- (1) **Integration Level.** Instead of the Taxable Wage Base, the Integration Level is:
- (i) ____% of the Taxable Wage Base, increased (but not above the Taxable Wage Base) to the next higher:
- | | |
|------------------------------------|--------------------------------------|
| <input type="checkbox"/> (A) N/A | <input type="checkbox"/> (B) \$1 |
| <input type="checkbox"/> (C) \$100 | <input type="checkbox"/> (D) \$1,000 |
- (ii) \$____ (not to exceed the Taxable Wage Base)
- (iii) 20% of the Taxable Wage Base
- [*Note: See Section 3.02(a)(1)(i)(B)(IV) of the Plan for rules regarding the Maximum Disparity Rate that may be used where an Integration Level other than the Taxable Wage Base is selected.*]
- (2) **Describe** special rules for applying permitted disparity allocation formula: _____
 [*Note: Any special rules under subsection (2) must be definitely determinable.*]
- (d) **Uniform points allocation.** The discretionary Employer Contribution designated in AA §6-2(a) will be allocated to each Participant in the ratio that each Participant's total points bears to the total points of all Participants. A Participant will receive the following points:
- (1) ____ point(s) for each ____ year(s) of age (attained as of the end of the Plan Year).
- (2) ____ points for each \$____ of Plan Compensation.

- (3) ___ point(s) for each ___ Year(s) of Service. For this purpose, Years of Service are determined:
- (i) In the same manner as determined for eligibility.
 - (ii) In the same manner as determined for vesting.
 - (iii) Points will not be provided with respect to Years of Service in excess of ___.
- (e) **Employee group allocation.** The Employer may make a separate discretionary Employer Contribution to the Participants in the following allocation groups. The Employer must notify the Trustee in writing of the amount of the contribution to be allocated to each allocation group.
- (1) A separate discretionary Employer Contribution may be made to each Participant of the Employer (i.e., each Participant is in his/her own allocation group).
 - (2) A separate discretionary or fixed Employer Contribution may be made to the following allocation groups. If no fixed amount is designated for a particular allocation group, the contribution made for such allocation group will be allocated as a uniform percentage of Plan Compensation to all Participants within that allocation group, unless otherwise designated as a uniform dollar amount below.
 - The contribution made for each allocation group will be allocated as a uniform dollar amount to all Participants within the allocation group.
Group 1: _____
- [Note: The Employee allocation groups designated above must be clearly defined in a manner that will not violate the definite allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(ii).]*
- (3) **Special rules.** Unless designated otherwise under this subsection (3), if a Participant is in more than one allocation group described in (2) above during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year. (See Section 3.02(a)(1)(i)(D) of the Plan.)
- (i) **Determined separately for each Employee group.** If a Participant is in more than one allocation group during the Plan Year, the Participant's share of the Employer Contribution will be based on the Participant's status for the part of the year the Participant is in each allocation group.
 - (ii) **Describe:** _____
[Note: This subsection (ii) may only describe the amount of the Employer Contribution a Participant will receive when such Participant is in more than one allocation group. Any language under this subsection (ii) must be definitely determinable.]
- (f) **Age-based allocation.** The discretionary Employer Contribution designated in AA §6-2(a) will be allocated under the age-based allocation formula so that each Participant receives a pro rata allocation based on adjusted Plan Compensation. For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor (as described in Section 1.03 of the Plan).
A Participant's Actuarial Factor is determined based on a specified interest rate and mortality table. Unless designated otherwise under subsection (1) or (2) below, the Plan will use an applicable interest rate of 8.5% and a UP-1984 mortality table.
- (1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of ___% (must be between 7.5% and 8.5%) in determining a Participant's Actuarial Factor.
 - (2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant's Actuarial Factor: _____
 - (3) **Describe special rules applicable to age-based allocation:** _____
[Note: See Appendix A of the Plan for sample Actuarial Factors based on an 8.5% applicable interest rate and the UP-1984 mortality table. If an interest rate or mortality table other than 8.5% or UP-1984 is selected, appropriate Actuarial Factors must be calculated. Subsection (3) must provide for a definitely determinable allocation method.]
- (g) **Service-based allocation formula.** The service-based Employer Contribution selected in AA §6-2(d) will be allocated in accordance with the selections made in AA §6-2(d).
- (h) **Describe special rules for determining allocation formula:** _____
[Note: Any special rules under this subsection (h) must be described in a manner that precludes Employer discretion.]

6-4 **CONTRIBUTIONS OF ACCRUED SICK, PTO AND/OR VACATION LEAVE.** [*Note: Do not complete this AA §6-4 and instead use AA§6-7(c) if this is an Employer Pick-Up Contribution.*]

- (a) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid sick leave, as described below: _____
- (b) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid vacation leave, as described below: _____

[*Note: The Employer must describe an Employer Contribution of accrued unpaid sick, and/or vacation leave that meets the following requirements:*

- *The leave converted under the arrangement can only be accrued unpaid leave;*
- *The leave converted can only be sick and/or vacation leave;*
- *The Employer must designate how often the conversions occur under this AA §6-4;*
- *The eligibility requirements for participation in the plan cannot be such that an Employee becomes a Participant only in the plan year in which the Employee terminates employment;*
- *The only accrued unpaid leave which can be converted under the arrangement must only be leave for which the Employee has no right to request a cash payment;*
- *The leave conversion formula can only be one which involves multiplying an Employee's current daily rate of pay against the amount of accrued unpaid leave being converted; and*
- *The leave conversion formula is definitely determinable.]*

6-5 **SPECIAL RULES.** No special rules apply with respect to Employer/Employee Contributions under the Plan, except to the extent designated under this AA §6-5. Unless designated otherwise, in determining the amount of the Employer/Employee Contributions to be allocated under this AA §6, the contribution will be based on Plan Compensation earned during the Plan Year.

- (a) **Period for determining Employer/Employee Contributions.** Instead of the Plan Year, Employer/Employee Contributions will be determined based on Plan Compensation earned during the following period: [*Note: The Plan Year must be used if the permitted disparity allocation method is selected under AA §6-3(c) above.*]
- (1) Plan Year quarter
- (2) calendar month
- (3) payroll period
- (4) Other: _____

[*Note: Although Employer Contributions are determined on the basis of Plan Compensation earned during the period designated under this subsection (a), this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Employer Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415(c)-1(b)(6)(B), regardless of the period selected under this subsection (a).]*

- (b) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:
- (1) ___% of Plan Compensation
- (2) \$___
- (3) A discretionary amount determined by the Employer applied in a uniform manner for all eligible Participants for the Plan Year.
- (c) **Offset of Employer Contribution.**
- (1) A Participant's allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under _____ [*insert name of plan(s)*]. (See Section 3.02(a)(1) of the Plan.)
- (2) In applying the offset under this subsection (c), the following rules apply: _____
- (d) **Special rules:** _____

[*Note: Any special rules under this subsection (d) must be definitely determinable.*]

- 6-6 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6-6 to receive an allocation of Employer Contributions under the Plan. [*Note: No allocation conditions apply to After-Tax Employee Contributions or Employer Pick-Up Contributions under AA §6-7.*]
- (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.
 - (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
 - (c) **Minimum service condition.** An Employee must be credited with at least:
 - (1) ____ Hours of Service during the Plan Year.
 - (i) Hours of Service are determined using actual Hours of Service.
 - (ii) Hours of Service are determined using the following Equivalency Method (as defined under Section 2.03(a)(5) of the Plan):
 - (A) Monthly (B) Weekly
 - (C) Daily (D) Semi-monthly
 - (E) Describe: _____

[Note: Any description under this subsection (E) must be definitely determinable.]

 - (2) ____ consecutive days of employment with the Employer during the Plan Year.
- (d) **Exceptions.**
 - (1) The above allocation condition(s) will **not** apply if the Employee:
 - (i) dies.
 - (ii) terminates employment due to becoming Disabled.
 - (iii) becomes Disabled.
 - (iv) terminates employment after attaining Normal Retirement Age.

[Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in subsection (e) below.]
 - (v) terminates employment after attaining Early Retirement Age.

[Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in subsection (e) below.]
 - (vi) is on an authorized leave of absence from the Employer.
 - (2) The exceptions selected under subsection (1) above will apply even if an Employee has not terminated employment at the time of the selected event(s).
 - (3) The exceptions selected under subsection (1) above do not apply to:
 - (i) an employment condition under subsection (b) above.
 - (ii) a minimum service condition under subsection (c) above.
- (e) **Describe** any special rules governing the allocation conditions under the Plan: _____

[Note: Any special rules under this subsection (e) must be definitely determinable.]

6-7 **AFTER-TAX EMPLOYEE CONTRIBUTIONS AND EMPLOYER PICK-UP CONTRIBUTIONS.**

- (a) **Voluntary After-Tax Employee Contributions.** If permitted under this subsection (a), a Participant may contribute any amount as Voluntary After-Tax Employee Contributions up to the Code §415 Limitation (as defined in Section 5.02 of the Plan), except as limited under this subsection (a).
 - (1) **Limits on Voluntary After-Tax Employee Contributions.** If this subsection (1) is checked, the following limits apply to Voluntary After-Tax Employee Contributions:
 - (i) **Maximum limit.** A Participant may make Voluntary After-Tax Employee Contributions up to:
 - (A) _____% of Plan Compensation
 - (B) \$_____
- for the following period:

- (C) the entire Plan Year.
- (D) the portion of the Plan Year during which the Employee is eligible to participate.
- (E) each separate payroll period during which the Employee is eligible to participate.
- (ii) **Minimum limit.** The amount of Voluntary After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:
 - (A) _____% of Plan Compensation
 - (B) \$_____
- (2) **Change or revocation of Voluntary After-Tax Employee Contributions.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume an after-tax election will be effective as set forth under the After-Tax Employee Contributions election form or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke an after-tax election at least once per year. Unless the After-Tax Employee Contributions election form or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke an after-tax election (on a prospective basis) at any time. Unless designated otherwise in a Participant's after-tax election form, a Participant's affirmative election to make an After-Tax Employee Contribution will cease upon termination of employment and the Participant will need to make a new election upon rehire.
- (3) **Other limits or special rules relating to Voluntary After-Tax Employee Contributions:** _____
[Note: Any limits described under this subsection (3) must be consistent with the provisions of Section 3.04 of the Plan.]
- (b) **Mandatory After-Tax Employee Contributions.** If this subsection (b) is checked, Employees are required to make Mandatory After-Tax Employee Contributions in order to participate under the Plan.
 - (1) **Amount of Mandatory After-Tax Employee Contributions.** Employees are required to contribute the following amount in order to participate in the Plan:
 - (i) _____% of each Employee's Total Compensation.
 - (ii) \$_____ for each Participant.
 - (iii) Describe rate or amount: _____
 - (2) **Special rules applicable to Mandatory After-Tax Employee Contributions:** _____
- (c) **Employer Pick-Up Contributions.** Each Participant will be required to make a Pick-up Contribution to the Plan equal to the amount specified under this subsection (c). Any amounts contributed pursuant to this subsection (c) will be picked up by the Employer pursuant to Code §414(h) and will be treated as Employer Contributions under the Plan. Such contributions and earnings thereon will be 100% vested at all times. (See Section 3.03 of the Plan.)
 - (1) The following amounts will be contributed to the Plan as an Employer Pick-Up Contribution:
 - (i) _____% of Plan Compensation.
 - (ii) \$_____ per pay period.
 - (iii) Any amount from _____% to _____% of Plan Compensation, as designated by the Employee.
[Note: This subsection (iii) may only be selected if the Employee designates the amount as a one-time irrevocable election.]
 - (2) Elect this subsection (2) if an Employee may make a one-time irrevocable election not to make Employer Pick-Up Contributions under the Plan.
 - (3) Special rules applicable to Employer Pick-Up Contributions: _____

**SECTION 6A
SALARY DEFERRALS**

6A-1 **SALARY DEFERRALS.** Are Employees permitted to make Salary Deferrals under the Plan?

- Yes.

No. [If "No" is checked, skip to Section 6B.]

6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** Unless designated otherwise under this AA §6A-2, a Participant may defer any amount up to the Elective Deferral Dollar Limit and the Code §415 Limitation (as set forth in Sections 5.02 and 5.03 of the Plan).

(a) **Salary Deferral Limit.** A Participant may not defer an amount in excess of:

(1) _____% of Plan Compensation.

(2) \$_____.

[Note: If both subsection (1) and (2) above are checked, the deferral limit is the lesser of the amounts selected.]

Any limit described in subsection (1) or (2) above applies with respect to the following period:

(3) Plan Year.

(4) the portion of the Plan Year during which the individual is eligible to participate.

(5) each separate payroll period during which the individual is eligible to participate.

(b) **Limits on deferrals on bonus payments.** [Note: This §6A-2(b) only may be selected, if bonus payments are not excluded under AA §5-3.]

(1) The same limits specified in (a)(1) and (a)(2) above apply to bonus and non-bonus Plan Compensation, Employees may defer any amounts out of bonus payments, subject to the Elective Deferral Dollar Limit and the Code §415 Limitation (as defined in Sections 5.02 and 5.03 of the Plan) and any other limit on Salary Deferrals under this AA 6A-2. The Employer may impose special limits on bonus payments or may impose special limits on bonus payments under the Salary Deferral Election. (See Section 3.02(c)(2) of the Plan.)

(2) A Participant may defer up to _____% (not to exceed 100%) of any bonus payment (subject to the Elective Deferral Dollar Limit and the Code §415 Limitation), without regard to any other limits described under this AA §6A-2. The Employer may impose special limits on bonus payments under the Salary Deferral Election. (See Section 3.02(c)(2) of the Plan.)

(3) Describe special rules applicable to deferrals on bonus payments: _____

[Note: If this subsection (b) is checked, bonus payments may not be excluded from Plan Compensation in the Deferral column under AA §5-3(e).]

(c) **Describe** any other limits that apply with respect to Salary Deferrals under the Plan: _____

6A-3 **MINIMUM DEFERRAL RATE.** Unless designated otherwise under this AA §6A-3, no minimum deferral requirement applies under the Plan. Alternatively, a Participant must defer at least the following amount in order to make Salary Deferrals under the Plan.

(a) _____% of Plan Compensation for a payroll period.

(b) \$_____ for a payroll period.

(c) Describe: _____

[Note: If more than one limit applies under this AA §6A-3, the minimum deferral rate is the lesser of the amounts designated under this AA §6A-3.]

6A-4 **CATCH-UP CONTRIBUTIONS.** Catch-Up Contributions (as defined in Section 3.02(c)(2)(iv) of the Plan) are permitted under the Plan, unless designated otherwise under this AA §6A-4.

Catch-Up Contributions are not permitted under the Plan.

6A-5 **ROTH DEFERRALS.** Roth Deferrals (as defined in Section 3.02(c)(2)(v) of the Plan) are not permitted under the Plan, unless designated otherwise under this AA §6A-5.

(a) **Availability of Roth Deferrals.** Roth Deferrals are permitted under the Plan. [Note: If Roth Deferrals are effective as of a date later than the Effective Date of the Plan, designate such special Effective Date in AA §6A-8(b) below. Roth Deferrals may not be made prior to January 1, 2006.]

(b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection (b), to the extent a Participant takes a distribution or withdrawal from his/her Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. (As described under Section 7.11(b)(2) of the Plan for default distribution rules if a Participant fails to designate the appropriate

Account for corrective distributions from the Plan, such distribution may be withdrawn equally from both the Pre-Tax Salary Deferral Account and the Roth Deferral Account or the Employer may withdraw such amounts first from either the Pre-Tax Salary Deferral Account or the Roth Deferral Account.)

Alternatively, the Employer may designate the order of distributions as listed below:

- (1) Any distribution will be taken on a pro rata basis from the Participant's Pre-Tax Deferral Account and Roth Deferral Account.
- (2) Any distribution will be taken first from the Participant's Roth Deferral Account and then from the Participant's Pre-Tax Deferral Account.
- (3) Any distribution will be taken first from the Participant's Pre-Tax Deferral Account and then from the Participant's Roth Deferral Account.

(c) **In-Plan Roth Conversions.** Unless elected under this AA §6A-5(c), the Plan does not permit a Participant to make an In-Plan Roth Conversion under the Plan. To override this provision to allow Participants to make an In-Plan Roth Conversion, subsection (1) below must be checked.

- (1) **Effective date.** Effective _____ [not earlier than 1/1/2013], a Participant may elect to convert all or any portion of his/her non-Roth vested Account Balance to an In-Plan Roth Conversion Account.

[Note: The Plan must provide for Roth Deferrals under AA §6A-5(a) above as of the effective date designated in this subsection (1). An election under this subsection (1) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.]

(2) **In-Service Distribution.**

- (i) For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan. *[Note: If this subsection (i) is checked, a Participant may convert any or all of the eligible contribution sources to Roth Deferrals through an In-Plan Roth Conversion.]*
- (ii) For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, a Participant must be eligible for a distribution of any amounts converted to Roth Deferrals through an In-Plan Roth Conversion. Thus, only amounts that are eligible for distribution under AA §9 or AA §10 are eligible for In-Plan Roth Conversion.

(3) **Contribution sources.** An Employee may elect to make an In-Plan Roth Conversion from all available contribution sources under the Plan.

To override this default provision to limit the contributions sources available for In-Plan Roth Conversion, select the applicable contribution sources from which an In-Plan Roth Conversion is available:

- (i) Pre-tax Salary Deferrals
- (ii) Employer Contributions
- (iii) Matching Contributions
- (iv) After-Tax Contributions
- (v) Rollover Contributions
- (vi) Employer Pick-Up Contributions
- (vii) Describe: _____

[Note: Any contribution sources described in this subsection (vii) must be definitely determinable and not subject to Employer discretion.]

- (4) **Limits applicable to In-Plan Roth Conversions.** No limits apply with respect to In-Plan Roth Conversions, unless designated otherwise under this subsection (4).
- (i) Roth conversions may only be made from contribution sources that are fully vested (i.e., 100% vested).
- [Note: If an In-Plan Roth Conversion is permitted from partially-vested sources, special rules apply for determining the vested percentage of such amounts after conversion. See Section 6.09 of the Plan.]*
- (ii) A Participant may not make an In-Plan Roth Conversion of less than \$___ (may not exceed \$1,000).
- (iii) A Participant may not make an In-Plan Roth Conversion of any outstanding loan amount.
- [Note: If this subsection (iii) is not checked, a Participant may convert amounts that are attributable to an outstanding loan, to the extent the loan relates to a contribution source that is eligible for conversion under subsection (3) above.]*
- (iv) Describe: _____
- [Note: Any selection in this subsection (iv) must be definitely determinable and not subject to Employer discretion.]*
- (5) **Amounts available to pay federal and state taxes generated from an In-Plan Roth Conversion.** No special provisions apply to allow Participants to withdraw funds to pay federal or state taxes generated from an In-Plan Roth Conversion, except as provided otherwise under this subsection (5).
- (i) **In-service distribution.** If the Plan does not otherwise permit an in-service distribution at the time of the In-Plan Roth Conversion and this subsection (i) is checked, a Participant may elect to take an in-service distribution solely to pay taxes generated from the In-Plan Roth Conversion to the extent such in-service distribution would otherwise be permitted under Section 7.10 of the Plan.
- [Note: If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 7.10 of the Plan. Thus, for example, a Participant may not take an in-service distribution of amounts attributable to Salary Deferrals prior to age 59½.]*
- (ii) **Participant loan.** Generally, a Participant may request a loan from the Plan to the extent permitted under Section 13 of the Plan and AA §B. However, to the extent a Participant loan is not otherwise allowed and this subsection (ii) is selected, a Participant may receive a Participant loan solely to pay taxes generated from an In-Plan Roth Conversion.
- [Note: If this subsection (ii) is selected and Participant loans are not otherwise authorized under the Plan, any Participant loan made pursuant to this subsection (ii) will be made in accordance with the default loan policy described in Section 13 of the Plan.]*
- (6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted at the same time as permitted for Roth Deferrals, as set forth under AA §10-1, unless designated otherwise under this subsection (6).
- (i) In-service distributions will not be permitted from an In-Plan Roth Conversion Account.
- (ii) An in-service distribution may be made from the In-Plan Roth Conversion Account at any time.
- (iii) Describe distribution options: _____
- (d) **Describe** any special rules that apply to Roth Deferrals under the Plan: _____

6A-6 **SALARY DEFERRAL ELECTIONS.**

- (a) **Change or revocation of deferral election:** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume a deferral election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke a deferral election at least once per year. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a deferral election (on a prospective basis) at any time.
- (b) **Salary deferral elections of rehired participants:** Unless designated otherwise below, a Participant's affirmative election to defer (or to not defer) will cease upon termination of employment and the Participant will need to make a new election upon rehire.

- Participant’s affirmative election does not cease upon termination of employment.** If this subsection (b) is selected, a terminated Participant’s affirmative election to defer (or to not defer) **will not cease** upon termination of employment and the Participant’s affirmative election to defer (or to not defer) in effect at the time of employment termination will apply upon rehire.

[*Note: The Employer may modify the rules applicable to rehired employees under the Salary Reduction Agreement or other administrative procedures.*]

6A-7 **AUTOMATIC CONTRIBUTION ARRANGEMENT.** No automatic contribution provisions apply under Section 3.02(c)(2)(iii) of the Plan, unless provided otherwise under this AA §6A-7.

- (a) **Automatic deferral election.** Upon becoming eligible to make Salary Deferrals under the Plan (pursuant to AA §3 and AA §4), a Participant will be deemed to have entered into a Salary Deferral Election for each payroll period, unless the Participant completes a Salary Deferral Election (subject to the limitations under AA §6A-2 and AA §6A-3) in accordance with procedures adopted by the Plan Administrator.

- (1) **Effective date of Automatic Contribution Arrangement.** The automatic deferral provisions under this AA §6A-7 are effective as of:
 - (i) The Effective Date of this Plan as set forth under the Employer Signature Page.
 - (ii) _____ [insert date no earlier than the Effective Date of the Plan]
 - (iii) As set forth under a prior Plan document. [*Note: If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-7 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-7, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.*]

- (2) **Automatic Contribution Arrangement.** Check this subsection (2) if the Plan is designated as an Automatic Contribution Arrangement, as described under Section 3.02(c)(2)(iii) of the Plan. [*Note: Unless an election is made under this AA §6A-7 that is inconsistent with the requirements of an Eligible Automatic Contribution Arrangement (EACA), the Automatic Contribution Arrangement will qualify as an EACA, as described in Code §414(w).*]

- (i) **Automatic deferral amount.**
 - (A) ___% of Plan Compensation.
 - (B) \$_____.
- (ii) **Automatic increase.** If elected under this subsection (ii), the automatic deferral amount will increase each Plan Year by the following amount.
 - (A) ___% of Plan Compensation.
 - (B) \$_____.
 - (C) If this (C) and subsection (3)(iii) below (relating to the expiration of affirmative deferral elections) are both elected, the automatic increase will apply to all Participants, including those Participants whose affirmative deferral elections have expired and no subsequent affirmative election is made.

Any automatic increase elected under this subsection (ii) will not cause the automatic deferral amount to exceed:

- (D) ___% of Plan Compensation.
- (E) \$_____.
- (F) Describe: _____

[*Note: Any special application of the automatic increase provisions must be definitely determinable and must provide for Employer discretion.*]

- (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2) will apply to new Participants and existing Participants as set forth under this subsection (3):
 - (i) **New Participants.** The automatic deferral provisions apply to all Participants who become eligible on or after the effective date.
 - (ii) **Current Participants.** The automatic deferral provisions apply to all other eligible Participants as follows:

- (A) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (including an election not to defer under the Plan).
- (B) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election that is at least equal to the automatic deferral amount under subsection (2)(i) above. Current Participants who have made a Salary Deferral Election that is less than the automatic deferral amount or who have not made a Salary Deferral Election will automatically be increased to the automatic deferral amount unless the Participant enters into a new Salary Deferral election on or after the effective date of the automatic deferral provisions.
- (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (i) above are subject to the automatic deferral provisions.
- (D) Describe: _____
- (iii) **Expiration of affirmative deferral elections.** Unless this subsection (iii) is elected, for purposes of the automatic deferral provisions of the Plan, a Participant's affirmative elective deferral election will not expire. If this subsection (iii) is elected, a Participant's affirmative deferral election will expire:
- (A) at the end of each Plan Year.
- (B) Describe date that the affirmative election will expire: _____
- [*Note: The date must be definite and not discriminate in favor of Highly Compensated Employees.*]
- If a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant becomes subject to the automatic deferral percentage as specified in the Plan pursuant to the automatic contribution arrangement provisions. Each year, the Participant can always complete a new affirmative election and designate a new deferral percentage.
- (iv) **Treatment of automatic deferrals.** Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Salary Deferrals, unless designated otherwise under this subsection (iv).
- Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [*Note: This subsection (iv) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]
- (v) **Special rules:** _____
- [*Note: Any Salary Deferral Election (including an election not to defer under the Plan) made after the effective date of the automatic deferral provisions will override such automatic deferral provisions.*]
- (4) **Application of automatic increase.** Unless designated otherwise under this subsection (4), if an automatic increase is selected under subsection (2)(ii) above, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.
- (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) above takes effect as of the appropriate date within the first Plan Year following the date automatic contributions begin.
- (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) above takes effect as of the appropriate date within the ____ Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.
- (iii) **Effective date.** The automatic increase described under subsection (2)(ii) above is generally effective as of the first day of the Plan Year. If this subsection (iii) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:
- (A) The anniversary of the Participant's date of hire.
- (B) The anniversary of the Participant's first automatic deferral contribution.
- (C) The first day of each calendar year.
- (D) Other date: _____

- (iv) **Special rules:** _____
- (5) **Treatment of terminated Employees who are rehired.** Unless designated otherwise below, in applying the automatic deferral provisions under this AA§6A-7, including the automatic increase provisions, a rehired Participant is treated as a new Employee (regardless of the amount of time since the rehired Employee terminated employment).
- (i) **Rehired Employees not treated as new Employee.** In applying the automatic deferral provisions under this AA§6A-7, including the automatic increase provisions, a rehired Participant is not treated as a new Employee. Thus, for example, a rehired Participant’s deferral percentage will be calculated based on the date the individual first began making automatic deferrals under the Plan.
- (ii) **Describe special rules applicable to rehired employees:** _____
- [*Note: Any special rules under this subsection (ii) must satisfy the rules applicable to automatic enrollment under Treas. Reg. §1.401(k)-1, if applicable.*]
- (b) **Permissible Withdrawals under Automatic Contribution Arrangement.**
- (1) **Permissible withdrawals allowed.** An Employee who has Salary Deferrals contributed to the Plan pursuant to an automatic deferral election under this AA §6A-7 may elect to withdraw such contributions (and earnings attributable thereto) within 90 days after the date such Salary Deferrals would otherwise have been included in gross income, unless designated otherwise under subsection (3) below. Unless elected otherwise below, if an Employee does not make automatic deferrals to the Plan for an entire Plan Year (e.g., due to termination of employment), the Plan may allow such Employee to take a permissible withdrawal, but only with respect to default contributions made after the Employee’s return to employment.).
- The ability to take permissible withdrawals does not apply to rehired Employees, even if such Employees have not made automatic deferrals to the Plan for an entire Plan Year due to termination of employment.
- (2) **No permissible withdrawals.** The permissible withdrawal provisions under this subsection (b) are not available.
- (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than _____ days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.
- (c) **Other automatic deferral provisions:** _____

6A-8 **SPECIAL DEFERRAL EFFECTIVE DATES.** Unless designated otherwise under this AA §6A-8, a Participant is eligible to make Salary Deferrals under the Plan as of the Effective Date of the Plan (as designated in the Employer Signature Page). However, in no case may a Participant begin making Salary Deferrals prior to the later of the date the Employee becomes a Participant, the date the Participant executes a Salary Reduction Agreement or the date the Plan is adopted or effective. (See Section 3.02(c)(2)(i) of the Plan.)

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-8.

- (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:
- (1) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
- (2) _____ (insert date no earlier than the date the Plan is executed by the Employer).
- (b) **Roth Deferrals.** The Roth Deferral provisions under AA §6A-5 are effective as of _____. [*If Roth Deferrals are permitted under AA §6A-5 above, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-8, unless a later date is designated under this subsection.*]

SECTION 6B
MATCHING CONTRIBUTIONS

6B-1 **MATCHING CONTRIBUTIONS.** Is the Employer authorized to make Matching Contributions under the Plan?

- Yes.**
- No.** [*If “No” is checked, skip to Section 7.*]

6B-2 **MATCHING CONTRIBUTION FORMULA:** For the period designated in AA §6B-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6B-6 below. [See AA §6B-3 for the definition of Eligible Contributions for purposes of the Matching Contributions under the Plan.]

(a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution. Such amount will be allocated as a uniform percentage of Eligible Contributions, unless designated otherwise below. (See AA §6B-5 relating to period for determining Matching Contributions and true-up requirements.)

(1) Discretionary matching contributions will be allocated as a flat dollar amount.

(2) Allocation of discretionary Matching Contribution determined by written instructions to Plan Administrator (or Trustee). If a discretionary Matching Contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to allocate a Matching Contribution to Participants) and the Employer makes a discretionary Matching Contribution to the Plan, the Employer must provide the Plan Administrator (or Trustee, if applicable), written instructions describing: (1) how the discretionary Matching Contribution formula will be allocated to Participants (e.g., a uniform percentage of Eligible Contributions or a flat dollar amount), (2) the computation period(s) to which the discretionary Matching Contribution formula applies (unless otherwise designated under AA §6B-5), and (3) if applicable, a description of each business location or business classification subject to separate discretionary Matching Contribution allocation formulas.

Such instructions must be provided no later than the date on which the discretionary Matching Contribution is made to the Plan. A summary of these instructions must be communicated to Participants who receive discretionary Matching Contributions no later than 60 days following the last date on which the discretionary Matching Contribution is made to the Plan for the Plan Year. If this AA §6B-2(a)(2) is elected, the written instruction requirement does not take effect until the first day of the Plan Year following the Plan Year in which this Plan's Cycle 3 restatement is executed.

(b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:

(1) ___% of Eligible Contributions made for each period designated in AA §6B-5 below.

(2) \$___ for each period designated in AA §6B-5 below.

(c) **Matching Contributions under Collective Bargaining Agreement, employment contract or equivalent arrangement.** The Employer will make a Matching Contribution based on a Collective Bargaining Agreement, employment agreement or equivalent arrangement as follows: _____

[*Note:* Insert the appropriate Matching Contribution formula from the Collective Bargaining Agreement, employment agreement or equivalent arrangement. The formula must be definitely determinable as required under Treas. Reg. §1.401-1.]

(d) **Tiered match.** The Employer may make a Matching Contribution to all Participants based on the following tiers of Eligible Contributions as a percentage of Plan Compensation. If discretionary Match is elected, the discretionary Matching Contribution will be allocated as a uniform percentage of Eligible Contributions within each tier.

Eligible Contributions	Fixed Match	Discretionary Match
<input type="checkbox"/> (1) Up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (2) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (3) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (4) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>

(e) **Year of Service match.** The Employer will make a Matching Contribution as a uniform percentage of Eligible Contributions to all Participants based on Years of Service with the Employer. If discretionary Match is elected, the discretionary Matching Contribution will be allocated as a uniform percentage of Eligible Contributions within each Year of Service level.

Years of Service	Fixed Match	Discretionary Match
<input type="checkbox"/> (1) From ___ up to ___ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (2) From ___ up to ___ Years of Service	_____%	<input type="checkbox"/>

Years of Service	Fixed Match	Discretionary Match
------------------	-------------	---------------------

- | | | |
|--|---------|--------------------------|
| <input type="checkbox"/> (3) From ___ up to ___ Years of Service | _____ % | <input type="checkbox"/> |
| <input type="checkbox"/> (4) From ___ up to ___ Years of Service | _____ % | <input type="checkbox"/> |
| <input type="checkbox"/> (5) Years of Service equal to and above _____ | _____ % | <input type="checkbox"/> |

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: _____

[*Note: Any alternative definition of a Year of Service must meet the requirements of a Year of Service as defined in Section 2.03(a)(1) of the Plan.*]

- (f) **Different Employee groups.** The Employer may make a different Matching Contribution to the Employee groups designated under subsection (1) below. The Matching Contribution will be allocated separately to each designated Employee group in accordance with the formula designated under subsection (2) below.

(1) **Designated Employee groups.**

[*Note: Each group designation must describe a group of Employees which is definitely determinable with no Employer discretion.*]

(2) **Matching Contribution formulas.**

- (i) **Discretionary Matching Contribution.** The Employer may make a different discretionary Matching Contribution for each Employee group designated under subsection (1) above. The discretionary Matching Contribution will be allocated as a uniform percentage of Eligible Contributions within each Employee group. (See AA §6B-5 relating to period for determining Matching Contributions and true-up requirements.)

- (ii) **Different Matching Contribution formula.** The following Matching Contribution will apply for each Employee group designated under subsection (1) above.

[*Note: Each separate rate of Matching Contribution must be definitely determinable and will be allocated uniformly to the members of the group.*]

- (g) **Describe special rules for determining Matching Contribution formula:** _____

[*Note: Any special rules may not provide for a discretionary Matching Contribution allocation formula, must be described in a manner that precludes Employer discretion and must satisfy the definitely determinable requirements of Treas. Reg. §1.401-1.*]

6B-3 **ELIGIBLE CONTRIBUTIONS.** Unless designated otherwise under this AA §6B-3, the Matching Contribution described in AA §6B-2 will apply to all Eligible Contributions authorized under AA §6-7 and/or AA §6A.

- (a) **Designated Eligible Contributions.** If this subsection (a) is checked, the Matching Contribution described in AA §6B-2 will apply only to the Eligible Contributions selected below:

- (1) Pre-tax Salary Deferrals under AA §6A.
- (2) Roth Deferrals under AA §6A-5.
- (3) Catch-Up Contributions under AA §6A-4.
- (4) Voluntary After-Tax Employee Contributions under AA §6-7(a).
- (5) Mandatory After-Tax Employee Contributions under AA §6-7(b).
- (6) Employer Pick-Up Contributions under AA §6-7(c).

- (b) **Elective deferrals under another plan.** If this subsection (b) is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.

- (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: _____

- (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1) above: _____

[*Note: This subsection (b) may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another qualified plan or Code §403(b) or Code §457(b) plan.*]

- (c) **Calculation of Matching Contributions if Plan uses dual eligibility and/or multiple entry dates.** Unless designated otherwise below, if the Plan has dual eligibility and/or multiple entry dates (or the Employer chooses to use the Plan's optional true-up provisions), the Matching Contribution formula(s) will be based on Eligible Contributions and Plan Compensation for the period designated under AA §6B-5.

The Plan will make Matching Contributions only on Salary Deferrals and After-Tax Employee Contributions (if applicable) made after the Participant becomes eligible for Matching Contributions, regardless of the period designated under AA §6B-5.

- (d) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: _____

[*Note: Any special rules under this subsection (d) must be definitely determinable.*]

6B-4 **LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6B-2 above, all Eligible Contributions designated under AA §6B-3 are eligible for Matching Contributions, unless elected otherwise under this AA §6B-4.

- (a) **Limit on amount of Eligible Contributions.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Eligible Contributions under AA §6B-3 that do not exceed:

(1) _____% of Plan Compensation.

(2) \$_____.

(3) A discretionary amount determined by the Employer that will be applied in a uniform manner for all eligible Participants for the Plan Year.

[*Note: If both subsections (1) and (2) above are selected, the limit under this subsection (a) is the lesser of the percentage selected in subsection (1) or the dollar amount selected in subsection (2).*]

- (b) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:

(1) ___% of Plan Compensation.

(2) \$_____.

- (c) **Special limits applicable to Matching Contributions:** _____

6B-5 **PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6B-2 above (including any limitations on such amounts under AA §6B-4) are based on Eligible Contributions under AA §6B-3 and Plan Compensation for the Plan Year. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-4, complete this AA §6B-5.

(a) payroll period

(b) Plan Year quarter

(c) calendar month

(d) Other: _____

[*Note: Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Matching Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415(c)-1(b)(6)(B), regardless of the period selected under this AA §6B-5.*]

[*Note: In determining the amount of Matching Contributions for a particular period, if the Employer actually makes Matching Contributions to the Plan on a more frequent basis than the period selected in this AA §6B-5, a Participant will be entitled to a true-up contribution to the extent he/she does not receive a Matching Contribution based on the Eligible Contributions and/or Plan Compensation for the entire period selected in this AA §6B-5. If a period other than the Plan Year is selected under this AA §6B-5, the Employer may make an additional discretionary Matching Contribution equal to the true-up contribution that would otherwise be required if Plan Year was selected under this AA §6B-5. See Section 3.02(c)(3)(iii) of the Plan.*]

6B-6 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6B-6 to receive an allocation of Matching Contributions under the Plan.

- (a) **Application of allocation conditions.**

- (1) **No allocation conditions** apply with respect to Matching Contributions under the Plan.
- (2) Allocation conditions only apply to discretionary Matching Contributions under the Plan.
- (3) Allocation conditions only apply to fixed Matching Contributions under the Plan.

[*Note: (2) or (3) above should be selected only if the Plan provides for both Fixed and Discretionary Matching Contributions.*]

(b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

(c) **Minimum service condition.** An Employee must be credited with at least:

(1) ____ Hours of Service during the Plan Year.

(i) Hours of Service are determined using actual Hours of Service.

(ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3):

(A) Monthly

(B) Weekly

(C) Daily

(D) Semi-monthly

(E) Describe: _____

[*Note: Any description under subsection (E) above must be definitely determinable.*]

(2) ____ consecutive days of employment with the Employer during the Plan Year.

(d) **Exceptions.**

(1) The above allocation condition(s) will **not** apply if the Employee, during the Plan Year:

(i) dies.

(ii) terminates employment due to becoming Disabled.

(iii) becomes Disabled.

(iv) terminates employment after attaining Normal Retirement Age.

[*Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in (e) below.*]

(v) terminates employment after attaining Early Retirement Age.

[*Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in (e) below.*]

(vi) is on an authorized leave of absence from the Employer.

(2) The exceptions selected under subsection (1) above will apply even if an Employee has not terminated employment at the time of the selected event(s).

(3) The exceptions selected under subsection (1) above do not apply to:

(i) an employment condition designated under subsection (b) above.

(ii) a minimum service condition designated under subsection (c) above.

(e) **Describe** any special rules governing the allocation conditions under the Plan: _____

**SECTION 7
RETIREMENT AGES**

7-1 **NORMAL RETIREMENT AGE.** Normal Retirement Age under the Plan is:

- (a) Age 60 (not to exceed 65).
- (b) The later of age ____ (not to exceed 65) or the ____ (not to exceed 5th) anniversary of:
 - (1) the Employee’s participation commencement date (as defined in Section 1.68 of the Plan).
 - (2) the Employee’s employment commencement date.
- (c) Describe Normal Retirement Age: _____

[Note: The Normal Retirement Age must be reasonably representative of the typical retirement age for the industry in which the Plan Participants work. A Normal Retirement Age of at least age 62 is deemed to be reasonable while a Normal Retirement Age under age 55 is presumed not to satisfy this requirement unless facts and circumstances show otherwise. Whether a Normal Retirement Age between 55 and 62 satisfies this requirement depends on the facts and circumstances. A Governmental Plan must comply with the final Normal Retirement Age regulations under Treas. Reg. §1.401(a)-1, as amended, effective for Annuity Starting Dates occurring in Plan Years beginning on or after the later of the two dates described in IRS Notice 2012-29. The Employer may use AA §7-1(c), for example, to describe a reasonable Normal Retirement Age that is between age 55 and 62 that takes into account service as well as age.]

7-2 **EARLY RETIREMENT AGE.** Unless designated otherwise under this AA §7-2, there is no Early Retirement Age under the Plan.

- (a) A Participant reaches Early Retirement Age if he/she is still employed after attainment of each of the following:
 - (1) Attainment of age 55
 - (2) The ____ anniversary of the date the Employee commenced participation in the Plan, and/or
 - (3) The completion of ____ Years of Service, determined as follows:
 - (i) Same as for eligibility.
 - (ii) Same as for vesting
- (b) Describe. _____

**SECTION 8
VESTING AND FORFEITURES**

8-1 **CONTRIBUTIONS SUBJECT TO VESTING.** Does the Plan provide for any Employer and/or Matching Contributions that are subject to a vesting schedule under AA §8-2?

- Yes
- No [If “No” is checked, skip to Section 9.]

[Note: “Yes” should be checked under this AA §8-1 if the Plan provides for Employer Contributions and/or Matching Contributions that are subject to a vesting schedule, even if such contributions are always 100% vested under AA §8-2. “No” should be checked if the only contributions under the Plan are Salary Deferrals, After-Tax Employee Contributions and/or Employer Pick-Up Contributions. If the Plan holds Employer Contributions and/or Matching Contributions that are subject to vesting but the Plan no longer provides for such contributions, see Sections 6.03(d) and 6.11(e) of the Plan for default rules for applying the vesting and forfeiture rules to such contributions.]

8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under the Plan. See Section 6.02 of the Plan for a description of the various vesting schedules under this AA §8-2.

(a) **Vesting schedule for Employer Contributions and Matching Contributions:**

- | ER | Match | |
|-------------------------------------|--------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (1) Full and immediate vesting. |
| <input type="checkbox"/> | <input type="checkbox"/> | (2) Three-year cliff vesting schedule |
| <input type="checkbox"/> | <input type="checkbox"/> | (3) Six-year graded vesting schedule |

- | ER | Match | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (4) Modified vesting schedule |
| | | ___ % immediately on Plan participation |
| | | ___ % after 1 Year of Service |
| | | ___ % after 2 Years of Service |
| | | ___ % after 3 Years of Service |
| | | ___ % after 4 Years of Service |
| | | ___ % after 5 Years of Service |
| | | ___ % after 6 Years of Service |
| | | ___ % after 7 Years of Service |
| | | ___ % after 8 Years of Service |
| | | ___ % after 9 Years of Service |
| | | 100% after 10 Years of Service |

- (5) Other: vesting schedule: _____
[*Note: If a modified vesting schedule is selected under this subsection (a), the vested schedule must satisfy the pre-ERISA Code vesting requirements.*]

- (b) **Special provisions applicable to vesting schedule:** _____
[*Note: This subsection (b) may be used to apply a different vesting schedule for different contribution formulas or different Employee groups under the Plan. Any special provision must satisfy the pre-ERISA Code vesting requirements.*]

8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, all service with the Employer counts for vesting purposes, unless designated otherwise under this AA §8-3.

- (a) Service before the original Effective Date of this Plan (or a Predecessor Plan) is excluded.
 (b) Service completed before the Employee's ___ birthday is excluded.
 (c) Describe vesting service exclusions: _____

[*Note: See Section 6.07 of the Plan and AA §4-5 for rules regarding the crediting of service with Predecessor Employers for purposes of vesting under the Plan.*]

8-4 **VESTING UPON DEATH, DISABILITY OR EARLY RETIREMENT AGE.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee

- (a) dies
 (b) terminates employment due to becoming Disabled
 (c) becomes Disabled
 (d) reaches Early Retirement Age
 (e) Not applicable. No increase in vesting applies.

8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply. [*Note: No election should be made under this AA §8-5 if all contributions are 100% vested.*]

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period. (See Section 1.57 of the Plan for the definition of Hour of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

- | ER | Match | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during a Vesting Computation Period. |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) Vesting Computation Period. Instead of the Plan Year, the Vesting Computation Period is: <ul style="list-style-type: none"> <input type="checkbox"/> (1) The 12-month period beginning with the Employee’s Employment Commencement Date and, for subsequent Vesting Computation Periods, the 12-month period beginning with the anniversary of the Employee’s Employment Commencement Date. <input type="checkbox"/> (2) Describe: _____ <p><i>[Note: Any Vesting Computation Period described in this subsection (2) must be a 12-consecutive month period and must apply uniformly to all Participants.]</i></p> |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) Elapsed Time Method. Instead of determining vesting service based on actual Hours of Service, vesting service will be determined under the Elapsed Time Method. If this subsection (c) is checked, service will be measured from the Employee’s Employment Commencement Date (or Reemployment Commencement Date, if applicable) without regard to the Vesting Computation Period designated in Section 6.05 of the Plan. (See Section 6.04(b) of the Plan.) |
| <input type="checkbox"/> | <input type="checkbox"/> | (d) Equivalency Method. For purposes of determining an Employee’s Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 6.04(a)(2) of the Plan). The Equivalency Method will apply to: <ul style="list-style-type: none"> <input type="checkbox"/> (1) All Employees. <input type="checkbox"/> (2) Only to Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, vesting will be determined based on actual hours worked. <p>Hours of Service for vesting will be determined under the following Equivalency Method.</p> <ul style="list-style-type: none"> <input type="checkbox"/> (3) Monthly. 190 Hours of Service for each month worked. <input type="checkbox"/> (4) Weekly. 45 Hours of Service for each week worked. <input type="checkbox"/> (5) Daily. 10 Hours of Service for each day worked. <input type="checkbox"/> (6) Semi-monthly. 95 Hours of Service for each semi-monthly period. <input type="checkbox"/> (7) Describe Equivalency Method: _____ <p><i>[Note: Any description of an Equivalency Method must be definitely determinable.]</i></p> |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) Special rules: _____
<i>[Note: Any special rules under this subsection (e) must be definitely determinable.]</i> |

8-6 **BREAKS IN SERVICE.** Generally, an Employee will be credited with all service earned with the Employer, including service earned prior to a Break in Service. To disregard service earned prior to a Break in Service for vesting purposes, complete this AA §8-6. (See Section 6.08 of the Plan.)

- (a) If an Employee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining vesting under the Plan.
- (b) If an Employee incurs at least _____ consecutive Breaks in Service, the Plan will disregard all service earned prior to such consecutive Breaks in Service for purposes of determining vesting under the Plan. *[Enter “0” if prior service will be disregarded for all rehired Employees.]*
- (c) The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.
- (d) Describe any special rules for applying the vesting Break in Service rules: _____
[Note: Any special rules under this subsection (d) must be definitely determinable.]

8-7 **ALLOCATION OF FORFEITURES.**

The Employer may decide in its discretion how to treat forfeitures under the Plan. Alternatively, the Employer may designate under this AA §8-7 how forfeitures occurring during a Plan Year will be treated. (See Section 6.11 of the Plan.)

- | ER | Match | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (a) N/A. All contributions are 100% vested. [Do not complete the rest of this AA §8-7.] |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) Reallocated as additional Employer Contributions or as additional Matching Contributions. |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) Used to reduce Employer and/or Matching Contributions. |

For purposes of subsection (b) or (c) above, forfeitures will be applied:

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (d) for the Plan Year in which the forfeiture occurs. |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) for the Plan Year following the Plan Year in which the forfeitures occur. |

Prior to applying forfeitures under subsection (b) or (c):

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (f) Forfeitures may be used to pay Plan expenses. (See Section 6.11(d) of the Plan.) |
| <input type="checkbox"/> | <input type="checkbox"/> | (g) Forfeitures may not be used to pay Plan expenses. |

In determining the amount of forfeitures to be allocated under subsection (b) above, the same allocation conditions apply as for the source for which the forfeiture is being allocated, unless designated otherwise below.

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (h) Forfeitures are not subject to any allocation conditions. |
| <input type="checkbox"/> | <input type="checkbox"/> | (i) Forfeitures are subject to a last day of employment allocation condition. |
| <input type="checkbox"/> | <input type="checkbox"/> | (j) Forfeitures are subject to a ____ Hours of Service minimum service requirement. |

In determining the treatment of forfeitures under this AA §8-7, the following special rules apply:

- | | | |
|--------------------------|--------------------------|---------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | (k) Describe: _____ |
|--------------------------|--------------------------|---------------------|

8-8 SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.

- (a) **Additional allocations.** If a terminated Participant receives a complete distribution of his/her vested Account Balance while still entitled to an additional allocation, the Cash-Out Distribution forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated. (See Section 6.10(a)(1) of the Plan.)

To modify the default Cash-Out Distribution forfeiture rules, complete this AA §8-8(a).

- | | |
|--------------------------|--|
| <input type="checkbox"/> | The Cash-Out Distribution forfeiture provisions will apply if a terminated Participant takes a complete distribution, regardless of any additional allocations during the Plan Year. |
|--------------------------|--|

- (b) **Timing of forfeitures.** A Participant who receives a Cash-Out Distribution (as defined in Section 6.10(a) of the Plan) is treated as having an immediate forfeiture of his/her nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon a Cash-Out Distribution, complete this AA §8-8(b).

- | | |
|--------------------------|---|
| <input type="checkbox"/> | A forfeiture will occur upon the completion of ____ consecutive Breaks in Service (as defined in Section 6.08 of the Plan). |
|--------------------------|---|

- (c) **Repayment of Cash-Out Distribution.** Unless elected otherwise under this AA §8-8(c), if a Participant receives a Cash-Out Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such Participant may repay to the Plan the amount received as a Cash-Out Distribution.

- | | |
|--------------------------|---|
| <input type="checkbox"/> | If a Participant receives a Cash-Out Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such Participant may NOT repay to the Plan the amount received as a Cash-Out Distribution and the provisions of Section 6.10(a)(2) do not apply. |
|--------------------------|---|

8-9 SPECIAL RULE FOR FORFEITURE UPON DEATH OF A PARTICIPANT. Unless elected below, no vested benefits are forfeited upon the death of a Participant.

To modify this default forfeiture rule, check to box below.

- | | |
|--------------------------|--|
| <input type="checkbox"/> | The Plan will forfeit benefits (including vested benefits) upon the death of a Participant, if not precluded by law. In no event may the Plan forfeit any amounts attributable to a Participant's Salary Deferrals or After-Tax Employee Contributions under the Plan or if the Plan has commenced distributions prior to the Participant's death. |
|--------------------------|--|

SECTION 9
DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT

9-1 AVAILABLE FORMS OF DISTRIBUTION.

Lump sum distribution. A Participant may take a distribution of his/her entire vested Account Balance in a single lump sum upon termination of employment. In addition, the Plan Administrator may permit a Participant to take partial distributions or installment distributions solely to the extent necessary to satisfy the required minimum distribution rules under Section 8 of the Plan.

Additional distribution options. To provide for additional distribution options, check the applicable distribution forms under this AA §9-1.

- (a) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).
- (b) **Partial lump sum.** A Participant may take a distribution of less than the entire vested Account Balance upon termination of employment.
 - Minimum distribution amount. A Participant may not take a partial lump sum distribution of less than \$_____.
- (c) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity as described in Section 7.01 of the Plan.
- (d) **Describe distribution options:** _____

[Note: Any distribution option described in this subsection (d) may not be subject to the discretion of the Employer or Plan Administrator.]

9-2 PARTICIPANT AND SPOUSAL CONSENT.

- (a) **Involuntary Cash-Out Distribution.** A Participant who terminates employment with a vested Account Balance of \$5,000 or less will receive an Involuntary Cash-Out Distribution, unless elected otherwise under this AA §9-2. If a Participant's vested Account Balance exceeds \$5,000, the Participant generally must consent to a distribution from the Plan, except to the extent provided otherwise under this AA §9-2. See Section 7.03 of the Plan for additional rules regarding the Participant consent requirements under the Plan.
 - (1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A terminated Participant must consent to any distribution from the Plan. (See Section 14.02(b) of the Plan for special rules upon Plan termination.)
 - (2) **Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to \$1,000_____.
 - (3) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 7.05 of the Plan do not apply to any Involuntary Cash-Out Distribution below \$1,000, unless elected otherwise under this subsection (3). If this subsection (3) is checked, the Automatic Rollover provisions apply to all Involuntary Cash-Out Distributions (including those below \$1,000).
 - (4) **Distribution upon attainment of stated age.** Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.
 - (5) **Treatment of Rollover Contributions.** Unless elected otherwise under this subsection (5), Rollover Contributions will be excluded in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9 and the Automatic Rollover provisions under Section 7.05 of the Plan. To include Rollover Contributions in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold, check this subsection (5).
- (b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or name an alternate beneficiary, unless designated otherwise under this subsection (b). See Section 9.02 of the Plan for rules regarding Spousal consent under the Plan.
 - (1) **Distribution consent.** A Participant's Spouse must consent to any distribution or loan, provided the Participant's vested Account Balance exceeds \$_____.
 - (2) **Beneficiary consent.** A Participant's Spouse must consent to naming someone other than the Spouse as beneficiary under the Plan.
- (c) **Describe any special rules affecting Participant or Spousal consent:** _____

[*Note: Any special rules under this subsection (c) must be definitely determinable.*]

9-3 **TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.**

- (a) **Distribution of vested Account Balances exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance exceeding \$5,000 may receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:
- (1) the date the Participant terminates employment.
 - (2) the last day of the Plan Year during which the Participant terminates employment.
 - (3) the first Valuation Date following the Participant's termination of employment.
 - (4) the end of the calendar quarter following the date the Participant terminates employment.
 - (5) attainment of Normal Retirement Age, death or becoming Disabled.
 - (6) Describe: _____

[*Note: Any special rules under this subsection (6) must be definitely determinable.*]

- (b) **Distribution of vested Account Balances not exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance that does not exceed \$5,000 will receive a **lump sum** distribution of his/her vested Account Balance within a reasonable period following:
- (1) the date the Participant terminates employment.
 - (2) the last day of the Plan Year during which the Participant terminates employment.
 - (3) the first Valuation Date following the Participant's termination of employment.
 - (4) the end of the calendar quarter following the date the Participant terminates employment.
 - (5) Describe: _____

[*Note: Any special rules under this subsection (5) must be definitely determinable.*]

- (c) **Alternate Cash-Out distribution threshold.** Instead of a vested Account Balance Cash-Out threshold of \$5,000, for purposes of applying the Cash-Out distribution provisions under this AA §9-3, the threshold for distributions upon termination of employment will be based on a vested Account Balance of \$_____.
- (d) **Describe additional distribution options:** _____

[*Note: Any additional distribution option described in this subsection (d) may not be subject to the discretion of the Employer or Plan Administrator.*]

9-4 **DISTRIBUTION UPON DISABILITY.** Unless designated otherwise under this AA §9-4, a Participant who terminates employment on account of becoming Disabled may receive a distribution of his/her vested Account Balance in the same manner as a regular distribution upon termination.

- (a) **Immediate distribution upon termination of employment.** Distribution will be made as soon as reasonable following the date the Participant terminates employment on account of becoming Disabled.
- (b) **Following year distribution upon termination of employment.** Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant terminates employment on account of becoming Disabled.
- (c) **Describe:** _____

[*Note: Any distribution event described in this subsection (c) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.*]

9-5 **DETERMINATION OF BENEFICIARY.**

- (a) **Default beneficiaries.** Under Section 7.07(c) of the Plan, to the extent a Beneficiary has not been named by the Participant (subject to the spousal consent rules) and is not designated under the terms of the Investment Arrangement(s) to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving Spouse (if the Participant was married at the time of death) who shall be considered the designated Beneficiary. If the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's surviving children (including legally adopted children, but not including step-children), as designated Beneficiaries, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's estate.
- If this subsection (a) is checked, the default beneficiaries under Section 7.07(c) of the Plan are modified as follows:

- (1) The Plan adopts the default beneficiary rules under Section 7.07(c) of the Plan, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes**.
- (2) Describe other modifications to the default beneficiaries under Section 7.07(c) of the Plan: _____
- [Note: The description of the modifications to the default beneficiaries must be sufficiently clear for the Plan Administrator to determine the beneficiaries and the method of distribution of the Participant's death benefit.]*
- (b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b).
- If this subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving Spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving Spouse are not married for at least one year as of the date of the Participant's death, the Spouse will not be treated as the surviving Spouse for purposes of applying the distribution provisions of the Plan. (See Section 9.03 of the Plan.)
- (c) **Divorce of Spouse.** Unless elected otherwise under this subsection (c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 7.07(c)(6) of the Plan.
- If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.
- [Note: Section 7.07(c)(6) of the Plan and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 7.07(c)(6) of the Plan.]*

SECTION 10
IN-SERVICE DISTRIBUTIONS AND REQUIRED MINIMUM DISTRIBUTIONS

10-1 **AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.** A Participant may withdraw all or any portion of his/her vested Account Balance, to the extent designated, upon the occurrence of any of the event(s) selected under this AA §10-1. If more than one option is selected for a particular contribution source under this AA §10-1, a Participant may take an in-service distribution upon the occurrence of any of the selected events, unless designated otherwise under this AA §10-1.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(a) No in-service distributions are permitted.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Attainment of age 59½.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Attainment of age _____. (Not greater than age 70 1/2)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) A Hardship that satisfies the safe harbor rules under Section 7.10(e)(1) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) A non-safe harbor Hardship described in Section 7.10(e)(2) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Attainment of Normal Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Attainment of Early Retirement Age.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(h) The Participant has participated in the Plan for at least ____ (cannot be less than 60) months.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(i) The amounts being withdrawn have been held in the Trust for at least two years.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Upon a Participant becoming Disabled (as defined in AA §9-4(b)).
<input type="checkbox"/>	N/A	N/A	(k) As a Qualified Reservist Distribution.
<input type="checkbox"/>	N/A	N/A	(l) Upon a deemed separation of employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services.

Deferral Match ER

 (m) Describe: _____

[Note: No in-service distribution of Salary Deferrals is permitted prior to age 59½, except for Hardship, or Disability. If Normal Retirement Age or Early Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for purposes of determining eligibility to distribute Salary Deferrals (if subsection (f) or (g) above is checked under the Deferral column). If this Plan has accepted a transfer of assets from a pension plan (e.g., a money purchase plan), no in-service distribution from amounts attributable to such transferred assets is permitted prior to age 62, except for Disability.]

10-2 APPLICATION TO OTHER CONTRIBUTION SOURCES. If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6-7, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from his/her Rollover Account and After-Tax Employee Contribution Account at any time. Employer Pick-Up Contributions will not be eligible for in-service distribution.

Alternatively, if this AA §10-2 is completed, the following in-service distribution provisions apply for Rollover Contributions, After-Tax Employee Contributions and/or Employer Pick-Up Contributions:

Rollover	After-Tax	Pick-Up	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No in-service distributions are permitted.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Attainment of age 59½.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Attainment of age _____. (Not greater than age 70 1/2)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) A Hardship (that satisfies the safe harbor rules under Section 7.10(e)(1) of the Plan).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) A non-safe harbor Hardship described in Section 7.10(e)(2) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Attainment of Normal Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Attainment of Early Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Upon a Participant becoming Disabled (as defined in AA §9-4(b)).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) Describe: _____

10-3 SPECIAL DISTRIBUTION RULES. No special distribution rules apply, unless specifically provided under this AA §10-3.

- (a) In-service distributions will only be permitted if the Participant is 100% vested in the source from which the withdrawal is taken.
- (b) A Participant may take no more than ____ in-service distribution(s) in a Plan Year.
- (c) A Participant may not take an in-service distribution of less than \$_____.
- (d) A Participant may not take an in-service distribution of more than \$_____.
- (e) Unless elected otherwise under this subsection (e), the hardship distribution provisions of the Plan are not expanded to cover primary beneficiaries as set forth in Section 7.10(e)(5) of the Plan. If this subsection (e) is checked, the hardship provisions of the Plan will apply with respect to individuals named as primary beneficiaries under the Plan.
- (f) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 7.10(e)(2) of the Plan, the following modifications are made to the permissible events listed under Section 7.10(e)(1) of the Plan: _____

[Note: This subsection (f) may only be used to the extent a non-safe harbor Hardship distribution is authorized under AA §10-1 or AA §10-2.]
- (g) If the Plan includes Accounts that hold inactive sources of contributions, the Employer may designate under this AA §10-3(g) the in-service distribution options available to such Accounts: _____
- (h) Other distribution rules: _____

10-4 REQUIRED MINIMUM DISTRIBUTIONS.

- (a) **Required distributions after death.** If a Participant dies before distributions begin and there is a Designated Beneficiary, the Participant or Beneficiary may elect on an individual basis whether the 5-year rule (as described in Section 8.06(a) of the Plan) or the life expectancy method described under Sections 8.02 of the Plan applies. See Section 8.06(b) of the Plan for rules regarding the timing of an election authorized under this AA §10-4.

Alternatively, if selected under this subsection (a), any death distributions to a Designated Beneficiary will be made only under either the 5-year rule or the life expectancy method, as elected below:

- (1) The five-year rule under Section 8.06(a) of the Plan applies (instead of the life expectancy method). Thus, the entire death benefit must be distributed by the end of the fifth year following the year of the Participant's death. Death distributions to a Designated Beneficiary may not be made under the life expectancy method.
- (2) The life expectancy method under Sections 8.02 and 8.04 of the Plan (and not the 5-year rule).
- (b) Describe any special rules applicable to required minimum distributions: _____

[Note: Any special rule under this subsection (b) must satisfy the requirements of Code §401(a)(9). This subsection (b) may be used to override the default provision under Section 8.06(b) of the Plan. For example, the Employer may designate the life expectancy rules as the default rather than the five-year rule when a Participant or Beneficiary fails to make an election.]

**SECTION 11
MISCELLANEOUS PROVISIONS**

11-1 **PLAN VALUATION.** The Plan is valued **annually**, as of the last day of the Plan Year.

- (a) **Additional valuation dates.** In addition, the Plan will be valued on the following dates:

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(1) Daily. The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) Monthly. The Plan is valued at the end of each month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) Quarterly. The Plan is valued at the end of each Plan Year quarter.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) Describe: _____

[Note: The Employer may elect operationally to perform interim valuations, regardless of any selection in this subsection (a).]

- (b) **Special rules.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts: _____

11-2 **SPECIAL RULES FOR APPLYING THE CODE §415 LIMITATION.** The provisions under Section 5.02 of the Plan apply for purposes of determining the Code §415 Limitation.

Complete this AA §11-2 to override the default provisions that apply in determining the Code §415 Limitation under Section 5.02 of the Plan.

- (a) **Limitation Year.** Instead of the Plan Year, the Limitation Year is the 12-month period ending _____.
[Note: If the Plan has a short Plan Year for the first year of establishment, the Limitation Year is deemed to be the 12-month period ending on the last day of the short Plan Year.]
- (b) **Imputed compensation.** For purposes of applying the Code §415 Limitation, Total Compensation includes imputed compensation for a Participant who terminates employment on account of becoming disabled. (See Section 5.02(c)(7)(ii) of the Plan.)
- (c) **Special rules:** _____

[Note: Any special rules under this subsection (c) must be consistent with the requirements of Code §415.]

11-3 **MILITARY SERVICE PROVISIONS -- BENEFIT ACCRUALS.** The benefit accrual provisions under Section 15.04 of the Plan do not apply. To apply the benefit accrual provisions under Section 15.04 of the Plan, check the box below.

- (a) **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.04 of the Plan. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.
- (b) **Deemed separation from service.** Unless otherwise elected under AA§10-1(I), an individual shall not be treated as having been severed from employment during any period the individual is performing service in the Uniformed Services for purposes of receiving a Plan distribution under Code §401(k)(2)(B)(i)(I).

11-4 **ELECTION NOT TO PARTICIPATE (see Section 2.08 of the Plan).** All Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.

To allow Employees to make a one-time irrevocable waiver, check below.

An Employee may make a one-time irrevocable election not to participate under the Plan.

11-5 **TREATMENT OF CERTAIN BENEFITS.** The protected benefits rules under Code §411(d)(6) do not apply to the Plan. However, the Employer may describe below (or in a separate addendum attached to this Adoption Agreement) the treatment of certain benefits following events such as plan merger or consolidation, transfer of assets or similar events.

Describe treatment of benefits: _____

[Note: If the benefit described here in the Plan or a plan being merged into the Plan is not either (i) available as a provision through the Pre-Approved Plan or (ii) the subject of a prior determination, advisory, or opinion letter, the Employer cannot rely on the Pre-Approved Plan Provider's opinion letter for qualification with respect to such benefit. If the benefit described here in the Plan or a plan being merged into the Plan is not permitted in a pre-approved plan, as described in Section 6.03 of Revenue Procedure 2017-41, such provision must be discontinued no later than the date the Employer adopts this Pre-Approved Plan or, in the case of a merger, the merger date.]

11-6 **SPECIAL RULES FOR MULTIPLE EMPLOYER PLANS.** If the Plan is a Multiple Employer Plan (as designated under AA §2-6), the rules applicable to Multiple Employer Plans under Section 16.07 of the Plan apply.

The following special rules apply with respect to Multiple Employer Plans: _____

[Note: Any special rules under this AA §11-6 must satisfy the nondiscrimination requirements under Code §401(a)(4) and must satisfy the rules applicable to Multiple Employer Plans under Code §413(c).]

APPENDIX A
SPECIAL EFFECTIVE DATES

[*Note: This Appendix A may be used to memorialize prior Plan provisions that pertain to sources that no longer accept new contributions under the Plan.*]

- A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:

- A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:

- A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:

- A-4 **Employer Contributions.** The Employer Contribution provisions under the Plan are effective as follows:

- A-5 **After-Tax Employee and Pick-Up Contributions.** The provisions of the Plan addressing Employee After-Tax Contributions and Pick-Up Contribution provisions under the Plan are effective as follows:

- A-6 **Salary Deferrals.** The Salary Deferral provisions under AA §6A are effective as follows:

- A-7 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows:

- A-8 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:

- A-9 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:

- A-10 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:

- A-11 **In-service distributions and Required Minimum Distributions.** The provisions regarding in-service distribution and Required Minimum Distributions under AA §10 are effective as follows:

- A-12 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows:

- A-13 **Special effective date provisions for merged plans.** If any qualified retirement plans have been merged into this Plan, the provisions of Section 14.03 of the Plan apply, as follows:

- A-14 **Other special effective dates:**

- A-15 **Special effective dates for restated pre-approved plans:** Use this A-15 to memorialize plan operational changes that have occurred after the general effective date of the plan and the actual plan restatement adoption date. Adopting employers may use the above Special Effective Date options (A-1 through A-14) to memorialize these changes or they may use this A-15.

**APPENDIX B
LOAN POLICY**

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Adoption Agreement by substituting an updated Appendix B with new elections. Any modifications to this Appendix B, or any modifications to a separate loan policy describing the loan provisions selected under the Plan, will not affect an Employer's reliance on the IRS Favorable Letter. Loans are subject to any internal limitations or rules imposed by the Investment Arrangement or the service provider or platform.

B-1 Are **PARTICIPANT LOANS** permitted? (See Section 13 of the Plan.)

- (a) Yes
 (b) No

B-2 **LOAN PROCEDURES.**

- (a) Loans will be provided under the default loan procedures set forth in Section 13 of the Plan, unless modified under this Appendix B.
 (b) Loans will be provided under a separate written loan policy. [*Note: If this subsection (b) is checked, do not complete the rest of this Appendix B.*]

B-3 **AVAILABILITY OF LOANS.** Participant loans are available to all active Participants and Beneficiaries. Participant loans are not available to a former Employee or Beneficiary (including an Alternate Payee under a QDRO). To override this default provision, complete this AA §B-3:

- (a) A former Employee or Beneficiary (including an Alternate Payee) who has a vested Account Balance may request a loan from the Plan.
 (b) A "limited participant" as defined in Section 3.05 of the Plan may not request a loan from the Plan.
 (c) An officer or director of the Employer, as defined for purposes of the Sarbanes-Oxley Act, may **not** request a loan from the Plan.
 (d) Describe limitations on receiving loans under the Plan: _____
[*Note: Any limitation under subsection (d) must be definitely determinable and not provide any Employer discretion.*]

B-4 **LOAN LIMITS.** The default loan policy under Section 13.03 of the Plan allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant's vested Account Balance. To override the default loan policy to allow loans up to \$10,000, even if greater than 50% of the Participant's vested Account Balance, check this AA §B-4.

- A Participant may take a loan equal to the greater of \$10,000 or 50% of the Participant's vested Account Balance.
[*Note: If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the Plan.*]

B-5 **NUMBER OF LOANS.** The default loan policy under Section 13.04 of the Plan restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete subsection (a) or (b) below.

- (a) A Participant may have ___ loans outstanding at any time.
 (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

B-6 **LOAN AMOUNT.** The default loan policy under Section 13.04 of the Plan provides that a Participant may not receive a loan of less than \$1,000. To modify the minimum loan amount or to add a maximum loan amount, complete this AA §B-6.

- (a) There is no minimum loan amount.
 (b) The minimum loan amount is \$_____
 (c) The maximum loan amount is \$_____.

B-7 **INTEREST RATE.** The default loan policy under Section 13.05 of the Plan provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-7.

- (a) The prime interest rate plus ___ percentage point(s).
 (b) The interest rate is determined in accordance with the terms of the Investment Arrangement, service provider procedures, or other loan policy document adopted by the Plan Administrator.
 (c) Describe: _____

[*Note: Any interest rate described in this AA §B-7 must be reasonable and must apply uniformly to all Participants.*]

- B-8 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the Plan provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans to hardship events, check this AA §B-8.
- (a) A Participant may only receive a Participant loan upon the demonstration of a hardship event, as described in Section 7.10(e)(1)(i) of the Plan.
 - (b) A Participant may only receive a Participant loan under the following circumstances: _____
- B-9 **APPLICATION OF LOAN LIMITS.** If Participant loans are not available from all contribution sources, the limitations under Code §72(p) and the adequate security requirements of the Department of Labor regulations will be applied by taking into account the Participant’s entire Account Balance. To override this provision, complete this AA §B-9.
- The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.
- B-10 **CURE PERIOD.** The Plan provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10.
- The cure period for determining when a Participant loan is treated as in default will be _____ days (cannot exceed 90) following the end of the month in which the loan payment is missed.
 - (b) The cure period for determining when a Participant loan is treated as in default will be the greater of _____ days (cannot exceed 90) following the end of the month in which the loan payment is missed or the last day of the second calendar quarter following the calendar quarter in which the missed payment was due.
 - (c) The cure period for determining when a loan is treated as in default will be _____ days (cannot exceed 90) following the first missed loan payment.
- B-11 **PERIODIC REPAYMENT – PRINCIPAL RESIDENCE.** If a Participant loan is for the purchase of a Participant’s primary residence, the loan repayment period for the purchase of a principal residence may not exceed ten (10) years. To override this default provision, complete this AA §B-11.
- (a) The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.
 - (b) The loan repayment period for the purchase of a principal residence may not exceed _____ years (may not exceed 30).
 - (c) Loans for the purchase of a Participant’s primary residence may be payable over any reasonable period commensurate with the period permitted by commercial lenders for similar loans.
- B-12 **TERMINATION OF EMPLOYMENT.** Section 13.10(a) of the Plan provides that a Participant loan becomes due and payable in full upon the Participant’s termination of employment. To override this default provision, complete this AA §B-12.
- A Participant loan will not become due and payable in full upon the Participant’s termination of employment.
- B-13 **DIRECT ROLLOVER OF A LOAN NOTE.** Section 13.10(b) of the Plan provides that upon termination of employment a Participant may request the Direct Rollover of a loan note. To override this default provision, complete this AA §B-13.
- A Participant may **not** request the Direct Rollover of the loan note upon termination of employment.
- B-14 **LOAN RENEGOTIATION.** The default loan policy provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes provided the ability to renegotiate a Participant loan is available on a non-discriminatory basis. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.
- (a) A Participant may **not** renegotiate the terms of a loan.
 - (b) The following special provisions apply with respect to renegotiated loans: _____
- B-15 **SOURCE OF LOAN.** Participant loans may be made from all available contribution sources, to the extent vested, unless designated otherwise under this AA §B-15.
- Participant loans will not be available from the following contribution sources: _____
 - Participant loans will only be available from the following contribution sources: _____
- B-16 **SPOUSAL CONSENT.** Spousal consent is not required for a Participant to receive a loan, unless required by State law. To override this provision, complete this AA §B-16.
- Spousal consent is required to receive a Participant loan.

B-17 **MODIFICATIONS TO DEFAULT LOAN PROVISIONS.**

The following special rules will apply with respect to Participant loans under the Plan: _____

[Note: Any provision under this AA §B-17 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.]

APPENDIX C
ADMINISTRATIVE ELECTIONS

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without amending this Adoption Agreement by substituting an updated Appendix C with new elections. The provisions selected under this Appendix C do not create qualification issues and any changes to the provisions under this Appendix C will not affect the Employer's reliance on the IRS Favorable Letter.

C-1 **DIRECTION OF INVESTMENTS.** Are Participants permitted to **direct investments**? (See Section 10.07 of the Plan.)

- (a) No
- (b) Yes, but subject to the following restrictions:
- (1) No restrictions apply
- (2) Only for Accounts that are 100% vested
- (3) Specify Accounts: _____
- (4) Describe any special rules that apply for purposes of direction of investments: _____
- [Note: This subsection (4) may be used to describe special investment provisions for specific types of investments.]*

C-2 **ROLLOVER CONTRIBUTIONS.** Does the Plan accept **Rollover Contributions**? (See Section 3.05 of the Plan.)

- (a) No
- (b) Yes
- (1) If this subsection (1) is checked, an Employee may make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan.
- (2) Check this subsection (2) if the Plan will accept Rollover Contributions from former Employees with an Account Balance under the Plan.
- (3) Describe any special rules for accepting Rollover Contributions: _____

[Note: The Employer may designate in this subsection (3), or in separate written procedures, the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.]

C-3 **LIFE INSURANCE.** Are **life insurance** investments permitted? (See Section 10.08 of the Plan.)

- (a) No
- (b) Yes

C-4 **QDRO PROCEDURES.** Although the requirements of Code §414(p) do not apply to the Plan, the Employer may elect to apply the procedures set forth under Section 11.05 of the Plan (which are patterned after the rules under Code §414(p)) by electing subsection (a) below or may elect not to apply the procedures set forth under Section 11.05 of the Plan and instead, describe the Plan's procedures for addressing domestic relations orders below or in separate administrative procedures.

- (a) The Employer elects to have the requirements of Section 11.05 of the Plan apply to its Plan.
- (b) The requirements of Section 11.05 of the Plan do not apply to the Plan. The procedures for addressing the receipt of domestic relations orders are either set forth below or in separate administrative procedures.
- Describe domestic relations procedures: _____

EMPLOYER SIGNATURE PAGE

PURPOSE OF EXECUTION. This Signature Page is being executed for Inyo County Defined Contribution Retirement Plan to effect:

- (a) The adoption of a **new plan**, effective [*insert Effective Date of Plan*]. [**Note:** Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.]
- (b) The **restatement** of an existing plan in order to comply with the requirements for Cycle 3 Pre-Approved Plans, pursuant to Rev. Proc. 2017-41.
 - (1) Effective date of restatement: 1-1-2022. [**Note:** Date can be no earlier than the first day of the Plan Year in which the restatement is adopted.]
 - (2) Name of plan(s) being restated: Inyo County Defined Contribution Retirement Plan
 - (3) The original effective date of the plan(s) being restated: 4-1-2002
- (c) An **amendment or restatement** of the Plan (other than to comply with the requirements for Cycle 3 Pre-Approved Plans under Rev. Proc. 2017-41). If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
 - (1) Effective Date(s) of amendment/restatement: _____
 - (2) Name of plan being amended/restated: _____
 - (3) The original effective date of the plan being amended/restated: _____
 - (4) If Plan is being amended, identify the Adoption Agreement section(s) being amended: _____

PRE-APPROVED PLAN PROVIDER INFORMATION. The Pre-Approved Plan Provider (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Pre-Approved Plan Provider (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the IRS Opinion Letter to the Pre-Approved Plan Provider (or authorized representative) at the following location:

Name of Pre-Approved Plan Provider (or authorized representative): VALIC Retirement Services Company

Address: 2929 Allen Parkway L-10 Houston, TX 77019

Telephone number: 888-478-7020

IMPORTANT INFORMATION ABOUT THIS PRE-APPROVED PLAN. A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. The Employer may rely on the Favorable IRS Letter issued by the Internal Revenue Service to the Pre-Approved Plan Provider as evidence that the Plan is qualified under Code §401(a), to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Favorable IRS Letter in certain circumstances or with respect to certain qualification requirements, which are specified in the Favorable IRS Letter issued with respect to the Plan and in Rev. Proc. 2017-41. In order to obtain reliance in such circumstances or with respect to such qualification requirements, the Employer may need to apply to the Internal Revenue Service for a determination letter.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #03. The Employer understands that the Pre-Approved Plan Provider has no responsibility or liability regarding the suitability of the Plan for the Employer's needs, or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

Inyo County
(Name of Employer)

(Name of authorized representative) (Title)

(Signature) (Date)

TRUST DECLARATION

This Trust Declaration may be used to identify and adopt the Trust associated with the Plan.

[Note: The Internal Revenue Service does not review the Trust Declaration, or the trust provisions associated with Pre-Approved Plans. Therefore, the provisions of the Trust Declaration, ASC Trust Agreement or any separate Trust agreement have not been approved by the IRS and the IRS opinion letter does not cover such Trust Agreement. The Provider, the Trustee and the adopting Employer should review the applicable Trust provisions, and any modifications thereto, with legal counsel to ensure the provisions are appropriate for the Plan and consistent with Employer elections.]

Name of Plan. Inyo County Defined Contribution Retirement Plan

Name of Employer. Inyo County

Effective date of Trust Agreement: 1-1-2022

(a) **The Trust terms are:**

(1) **Determined under the Trust provisions contained in the ASC Trust Agreement - Standard.**

[Note: Trustee must complete the Trustee Signature section under Section (b) below.]

(i) **Directed Trustee.** The Trustee may only invest Plan assets as directed by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.

(ii) **Discretionary Trustee.** The Trustee has discretion to invest Plan assets, unless specifically directed otherwise by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.

[Modification of ASC Trust Agreement Provisions. The Employer may amend the Trust provisions as provided under Section 1.18 of the ASC Trust Agreement. Plan provisions will override any conflicting provisions in the Trust Agreement, including any modification thereto. The Provider and the adopting Employer should review any modifications of the ASC Trust Agreement with legal counsel to ensure the provisions are appropriate for the Plan and consistent with Employer elections.]

(2) **Determined under a separate Trust agreement(s).** The Trust provisions are contained in a separate Trust Agreement that has been furnished to the Employer. Notwithstanding the terms of the Plan, the terms of the Trust Agreement shall control the rights and responsibilities of the Trustee with respect to the Trust and the assets held in such Trust.

Name of Trustee. _____

Title of Trust Agreement. _____

Address of Trustee. _____

[Note: In using a separate Trust Agreement, the Trustee may adopt such Trust Agreement by either completing the Trustee Signature section under Section (b) below or may execute the separate Trust Agreement. In either case, the information above – Name of Trustee, Title of Trust Agreement and Address of Trustee – must be completed.]

(3) **Plan is funded with custodial accounts, annuity contracts and/or insurance contracts.** There is no Trust associated with the Plan because the Plan is funded exclusively with custodial accounts, annuity contracts and/or insurance contracts.

[Note: No signature is required under this Trust Declaration if the Plan is funded exclusively with custodial accounts, annuity contracts and/or insurance contracts. The Employer or Plan Administrator may enter into a separate agreement with the custodian or insurance company. Such separate agreement must be consistent with the terms of the Plan.]

(b) **Trustee/Employer Signatures.**

(1) **Trustee Signature.** By signing below, the designated Trustee(s) accept the responsibilities and obligations set forth under the Trust Agreement specified in this Trust Declaration. By signing this Trust Declaration Page, the individual(s) below represent that they have the authority to sign on behalf of the Trustee.

AIG Federal Savings Bank
(Print name of Trustee)

(Signature of Trustee or authorized representative)

(Date)

(2) **Employer Signature.** By signing below, the Employer accepts the terms of the Trust Agreement, as specified in this Trust Declaration. By signing this Trust Declaration, the individual below represents that he/she has the authority to adopt the Trust Agreement and sign on behalf of the Employer as sponsor of the Plan.

(Signature of Employer's authorized representative)

(Date)

(Print name of Employer's authorized representative)

(Title of Employer's authorized representative)

**INTERIM AMENDMENT - HARDSHIP DISTRIBUTIONS
ELECTIVE PROVISIONS**

These Elective Provisions provide for elections as allowed by the Final Regulations and the Hardship Distribution Interim Amendment, attached to the Basic Plan Document. In some cases, the Pre-Approved Plan Provider has Defaults as indicated by the items marked as Default under these Elective Provisions. If the adopting Employer approves of the Defaults of the Pre-Approved Plan Provider, the adopting Employer does not need to execute this Hardship Distribution Interim Amendment. If the adopting Employer wishes to override any of the Defaults of the Pre-Approved Plan Provider, the adopting Employer should make the appropriate election(s) in the Elective Provisions below and sign this Hardship Distribution Interim Amendment. If the Plan does not permit Hardship distributions, no elections should be made below.

HD-1 SOURCES FOR HARDSHIP DISTRIBUTIONS

(a) **Source accounts (not including earnings).** For Plan Years beginning after December 31, 2018 (or such later date specified under HD-1(a)(8) or HD-1(a)(9) below or the effective date of a new Plan), a Participant may take an in-service distribution upon the occurrence of a Hardship that satisfies the Hardship distribution rules under Section 8.10(e) of the Plan, as amended by this interim amendment, with respect to the following sources:

- (1) No change to current Plan sources available for Hardship distributions under AA §§10-1 and 10-2.
- (2) Qualified Nonelective Contribution (QNEC) Account (Not applicable to 401(a) Governmental Plans)
- (3) Qualified Matching Contribution (QMAC) Account (Not applicable to 401(a) Governmental Plans)
- (4) Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- (5) Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- (6) QACA Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- (7) QACA Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- (8) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
- (9) Describe effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

(b) **Earnings on source accounts.** For Plan Years beginning after December 31, 2018 (or such later date specified under HD-1(b)(11) or HD-1(b)(12) below or the effective date of a new Plan), amounts available for Hardship distributions include earnings on the following available sources:

- (1) Amounts available for Hardship include earnings on all available sources.
- (2) No change to current Plan rule (i.e., earnings are not available on Salary Deferrals, except for those on grandfathered (pre-1989) earnings, if applicable).
- (3) Pre-Tax Salary Deferral Account
- (4) Roth Deferral Account
- (5) Qualified Nonelective Contribution (QNEC) Account (Not applicable to 401(a) Governmental Plans)
- (6) Qualified Matching Contribution (QMAC) Account (Not applicable to 401(a) Governmental Plans)
- (7) Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- (8) Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- (9) QACA Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- (10) QACA Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- (11) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
- (12) Describe effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

HD-2 NEED TO OBTAIN ALL AVAILABLE LOANS (Complete only if Employer maintains any qualified plan(s) that permits Participant loans.)

- (a) For Plan Years beginning after December 31, 2018 (or such later date specified in HD-2(d) or HD-2(e) below or the effective date of a new Plan), if a Participant requests a Hardship distribution from any of the Accounts specified in HD-1 above and AA §§10-1 and 10-2, the Participant is **NO LONGER** required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.
- (b) No change to current Plan provisions. Participants are required to obtain all nontaxable loans available under the Plan and all plans maintained by the Employer.
- (c) Describe any special requirements with respect to the need to first obtain all available loans: _____
- (d) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
- (e) Describe other effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

HD-3 SUSPENSION OF ABILITY TO MAKE SALARY DEFERRALS AND AFTER-TAX EMPLOYEE CONTRIBUTIONS DURING 2019. (Applicable only to Plans that were using the safe harbor Hardship distribution suspension rule.)

[Note: Under the Final Regulations, adopting Employers may continue to apply the suspension of Salary Deferrals and After-Tax Employee Contributions rules for the 2019 Plan Year. However, in no event, may the Plan provide for a suspension of an Employee's Salary Deferrals or After-Tax Employee Contributions as a condition of obtaining a Hardship distribution for Hardship distributions made on or after January 1, 2020.]

- (a) For Plan Years beginning after December 31, 2018 (or such later date specified in HD-3(d) below) and applicable to Hardship distributions made before January 1, 2020, if a Participant takes a Hardship distribution as permitted under the Plan, the Participant was NOT suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for any period of time after the receipt of the Hardship distribution.
- (b) No change to current Plan provisions. For Hardship distributions made before January 1, 2020, the Participant continued to be suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for a period of 6 months after the receipt of the Hardship distribution.
 - Suspensions on Hardship distributions made after July 1, 2019 will cease effective January 1, 2020.
- (c) Describe any special requirements with respect to the suspension from making Salary Deferrals (and After-Tax Employee Contributions, if applicable): _____
- (d) Describe the effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

HD-4 APPLICATION OF SUSPENSION REQUIREMENT FOR PRE-2019 PLAN YEAR HARDSHIP DISTRIBUTIONS. (Applicable only to Plans that were using the Hardship distribution suspension rule as of the last day of the 2018 Plan Year.)

- (a) No change to current Plan provisions. A Participant who received a Hardship distribution prior to the beginning of the 2019 Plan Year continued to be suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for a period of 6 months after the receipt of the Hardship distribution.
- (b) Effective on the first day of the Plan Year beginning after December 31, 2018 (or such later date specified in HD-4(d) below), a Participant who received a Hardship distribution prior to the beginning of the 2019 Plan Year was no longer suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable).
- (c) Describe any special rules with respect to the suspension from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for Participants who have received pre-2019 Hardship distributions: _____
- (d) Describe the effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

HD-5 OTHER APPLICABLE RULES. Describe any other rules, such as conditions for receiving a Hardship distribution, not otherwise reflected in the Plan or Hardship Distribution Interim Amendment: _____

HD-6 MEMORIALIZATION OF PRIOR OPERATION. The elections in this Hardship Distribution Interim Amendment should reflect current Plan operations. The Employer may memorialize prior plan operations relevant to the implementation of the Final Regulations by describing such operations below: _____

APPLICATION OF AMENDMENT

Pursuant to Revenue Procedure 2015-36 and Revenue Procedure 2017-41 (as applicable), these Hardship Distribution Interim Amendment Elective Provisions have been adopted by the Pre-Approved Plan Provider on behalf of all adopting Employers. This amendment supersedes any contrary provisions under the Plan. If the Employer wishes to override the Default elections of the Pre-Approved Plan Provider, the Employer (or the authorized representative of the Employer) must execute this Hardship Distribution Interim Amendment by signing below. This amendment applies to the signatory Employer and all Participating Employers under the Plan.

Inyo County _____
(Name of Employer)

(Name of Authorized Representative, if applicable) (Title)

(Signature) (Date)



County of Inyo

County Counsel

CONSENT - ACTION REQUIRED

MEETING: July 12, 2022

FROM: John Vallejo

SUBJECT: Legal Services Agreement assignment and amendment.

RECOMMENDED ACTION:

Request Board: A) approve Assignment of the Agreement between the County of Inyo and Wendel Rosen LLP to Fennemore Wendel LLP, and authorize the Chairperson to sign the transition letter; and B) approve Amendment No. 1 to the agreement to extend the term to cover future litigation of the same nature.

SUMMARY/JUSTIFICATION:

The assignment is needed due to a merger of the law firm providing legal services with another law firm. The amendment to the Agreement's term is warranted given the premature ending of our initial litigation attempt.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not assign this agreement or to extend the term to cover future anticipated litigation of the same nature. This is not recommended given the important nature of the professional relationship between the County and the attorneys providing the County with legal services.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There will be no change to pre-existing funding provisions.

ATTACHMENTS:

1. Inyo County - Transition Letter
2. Amendment Number 1
3. Wendel Rosen LLC Contract

APPROVALS:

Mallory Watterson
John Vallejo

Created/Initiated - 7/5/2022
Approved - 7/5/2022

Darcy Ellis
Amy Shepherd
John Vallejo

Approved - 7/6/2022
Approved - 7/7/2022
Final Approval - 7/7/2022



1111 Broadway, 24th Floor
Oakland, CA 94607-4036

T: 510.834.6600
F: 510.834.1928

www.wendel.com
rthornton@wendel.com

June 28, 2022

**NOTICE TO CLIENT OF CHANGE IN RELATIONSHIP
AND REQUEST FOR APPROVAL OF CONTRACT ASSIGNMENT**

VIA EMAIL

John Carl Vallejo, Esq.
County Counsel
County of Inyo
PO Box M
Independence, CA 93526-0612

jcvallejo@inyocounty.us

**Re: Legal Representation; Wendel Client No. 024585
Agreement Between County of Inyo and Wendel Rosen LLP for the Provision of
Legal Services, for the term beginning December 1, 2020 ("Agreement")**

Dear Client:

Wendel Rosen has been honored to serve its clients' legal needs since 1909. We are delighted to announce that, to serve those needs more fully and expand the range of legal services we offer, Wendel Rosen will combine with the law firm of Fennemore Craig ("Fennemore" / www.fennemorelaw.com) as of July 1, 2022, and the former Wendel Rosen attorneys and offices will be known as Fennemore Wendel. In virtually every instance, the same Wendel attorneys who have served you previously will continue to work with you as members of Fennemore Wendel. There will be no changes to our billing rates or the other economic terms of our engagement.

Like Wendel Rosen, Fennemore has a distinguished history of providing the highest quality legal services to its clients for more than 100 years. Fennemore currently has over 170 attorneys in 11 offices in the Western United States. As members of Fennemore Wendel, we will be able to offer a broader platform and range of legal services from our current Oakland, Walnut Creek and Modesto locations, as well as our new offices in California, Arizona, Colorado, and Nevada.

Effective July 1, all of Wendel Rosen's lawyers will join Fennemore. As members of Fennemore Wendel, my colleagues and I would be honored to continue as your lawyers, both for existing matters and for any future matters that may arise.

As of July 1, my formal contact information will be:

Robin L. Thornton, Esq.
Fennemore Wendel
1111 Broadway, 24th Floor
Oakland, CA 94607
510-834-6600
<RThornton@fennemorelaw.com>

My direct dial phone number will remain the same, and emails sent to my current wendel.com email address will be forwarded to my new email address. The same will apply to all of the other Wendel Rosen attorneys, if any, who currently perform services for Inyo County.

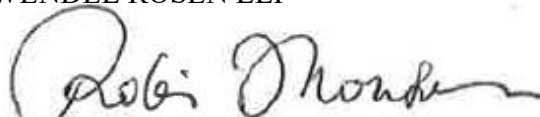
Under the ethical rules governing lawyers' conduct, you have the absolute right to choose who will be responsible for your continuing legal representation. I am writing to you today requesting that Inyo County provide written consent to the assignment of our contract from Wendel Rosen LLP to Fennemore LLP as provided at Section 15 of the Agreement.

For your convenience, we have included a form of assignment below to satisfy the written authorization requirement under the contract. *It is very important that you respond to this letter as soon as possible by countersigning, dating, and returning the attached page or by providing a form of assignment acceptable to you.* We hope that you can respond before June 30, so that we have your consent for the assignment prior to the July 1 transition date. If you are unable to respond to this letter by June 30, we will move your file to Fennemore.Wendel and will continue to work on the County's matters to protect its legal interests and so that we can continue to respond to matters and questions as they arise, and we will follow-up to ensure that we obtain the required consent. If you believe that you are unable to consent to this assignment for any reason, please contact me as soon as possible so I may address any concerns you may have, or make arrangements for the transfer of our files to another firm of your choice.

We intend to make this transition with as little disruption to you as possible. Please feel free to contact me directly at any time if you have any questions or concerns.

Sincerely,

WENDEL ROSEN LLP



Robin L. Thornton

Consent to Assignment of Contract

On behalf of Inyo County, I consent to the assignment of the **Agreement Between County of Inyo and Wendel Rosen LLP for the Provision of Legal Services, for the term beginning December 1, 2020** , from Wendel Rosen LLP to Fennemore LLP, a California limited liability partnership, DBA Fennemore Wendel (“Fennemore Wendel”). From and after July 1, 2022, all references in said contract to Wendel Rosen LLP shall mean and refer to Fennemore Wendel.

Date: _____

Signed: _____

Name: _____

Title: _____

Please return the signed form via PDF and email to rthornton@wendel.com, or by U.S. Mail or overnight delivery to:

Robin L. Thornton
Wendel Rosen LLP
1111 Broadway, 24th Floor
Oakland, CA 94607

AMENDMENT NUMBER 1
AGREEMENT BETWEEN THE COUNTY OF INYO AND
WENDEL ROSEN LLP
FOR THE PROVISION OF LEGAL SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Wendel Rosen LLP (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Legal Services dated December 3, 2020, on County of Inyo Standard Contract No.123.

WHEREAS, County and Contractor are concurrently assigning the Agreement to Wendel Rosen's successor in interest;

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:

1. Paragraph **2. TERM.** is amended to read as follows:

The term of this Agreement shall be from December 1, 2020 until completion of litigation, as determined by County Counsel, or until such time as County Counsel determines that the provision of eminent domain advice and litigation support are no longer required, unless sooner terminated as provided below.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 12, 2022.

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

AMENDMENT NUMBER 1
AGREEMENT BETWEEN THE COUNTY OF INYO AND
WENDEL ROSEN LLP
FOR THE PROVISION OF LEGAL SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: 
Signature

ROBIN THORNTON, DIRECTOR
Type or Print

Dated: July 5, 2022

APPROVED AS TO FORM AND LEGALITY:


County Counsel

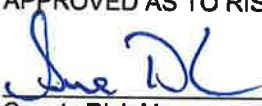
APPROVED AS TO ACCOUNTING FORM:


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 1st day of December 2020 an order was duly made and entered as follows:

*County Counsel
– Wendel Rosen
LLP Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve the agreement between the County of Inyo and Wendel Rosen LLP of Oakland, CA, for the provision of legal services in an amount not to exceed \$190,000 for the period of December 1, 2020, until completion of litigation unless sooner terminated, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried 4-0, with Supervisor Tillemans absent.

<i>Routing</i>
CC X Purchasing Personnel Auditor CAO: Other: DATE: December 10, 2020

WITNESS my hand and the seal of said Board this 1st
Day of December, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in cursive script, appearing to read "Clint G. Quilter".

By: _____



County of Inyo



County Counsel

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 1, 2020

FROM: Marshall Rudolph

SUBJECT: Approve agreement between the County of Inyo and Wendel Rosen LLP

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and Wendel Rosen LLP of Oakland, CA, for the provision of legal services in an amount not to exceed \$190,000 for the period of December 1, 2020, until completion of litigation unless sooner terminated, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The proposed agreement would retain the legal services of Wendel Rosen LLP, who would act as outside counsel for the County in its pending eminent domain litigation to acquire certain landfill properties currently leased from the Los Angeles Department of Water and Power (LADWP). The County's previous outside counsel for that litigation was the firm of Greenan Peffer Salander and Lally LLP. The lead attorney on that case (Kevin Lally) has retired and the firm has decided to phase out of eminent domain as a practice area. The other attorney on that case (Robin Thornton) has moved to the Wendel Rosen firm, where she can continue to work on the case if the proposed agreement is approved, as is recommended. Wendel Rosen is a well-respected firm with practice areas that include eminent domain and prominent attorneys with expertise in that area who would also work on the case, including Les Hausrath. The contracted hourly rates are comparable to those of the Greenan firm and consistent with the market place for such a firm's expertise and also with the rates charged by other outside counsel that the County has retained recently.

Because of the unique circumstances giving rise to the need for this substitute counsel, which will curtail the need for any further services from the Greenan Peffer firm, it is possible to disencumber the bulk of the amount of budgeted funds that are remaining within the contract limit of that contract and re-encumber them for the Wendel Rosen contract. The County budget team has been consulted regarding this approach and concurs.

Note: the eminent domain litigation is presently stayed while the County's appeal of a related CEQA case is pending.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

You could decline to approve the proposed agreement. This is not recommended because the County needs

outside counsel for this litigation and is not currently represented (due to the disassociation of the Greenan firm from the case). The eminent domain litigation is a specialized area beyond the expertise of the county counsel's office and, in addition, the office does not have the time available to handle the litigation.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Once the encumbrance is relieved from the prior contractor, funding is available in the County Counsel Budget #010700, in the Professional Services object code 5265.

ATTACHMENTS:

1. Inyo County - Wendel Rosen Contract

APPROVALS:

Marshall Rudolph	Created/Initiated - 11/19/2020
Denelle Carrington	Approved - 11/19/2020
Darcy Ellis	Approved - 11/23/2020
Sue Dishion	Approved - 11/23/2020
Amy Shepherd	Final Approval - 11/23/2020

**AGREEMENT BETWEEN COUNTY OF INYO
AND WENDEL ROSEN LLP
FOR THE PROVISION OF LEGAL SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of Wendel Rosen LLP, of Oakland, 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 County Counsel or his designee. 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 December 1, 2020, until completion of litigation 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. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the office of County Counsel. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

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

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

E. 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, including travel and per diem expenses, if any, shall not exceed \$190,000 Dollars (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, including travel or per diem, which is in excess of the contract limit.

F. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing 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 last day of the month following the month in which services were rendered. 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 hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the County will also include an itemization of any incidental expenses, or travel or per diem expenses which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for incidental expenses, travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the last day of the month, County shall make payment to Contractor within 30 days after receipt of the statement.

G. 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 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 insure 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. 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. Except for those incidental expenses specifically identified in the Schedule of Fees (Attachment B), County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment B), 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. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in 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.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including

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

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

Notwithstanding the foregoing, the indemnification and other obligations described in this Section 11 shall not apply to any claim, action or proceeding arising out of or resulting from any negligent or willful act constituting or which could be brought as a claim for legal malpractice against Contractor, its officers, employees, agents, or subconsultants. In the event of any such claim, County shall make such claim as a claim resulting from legal malpractice and not under the general indemnity provision of this section.

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

12. 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.

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, 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 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-four (24) 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-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. 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.

25. NOTICE.

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

COUNTY OF INYO:
County Counsel
P.O. Box M
224 North Edwards Street
Independence, CA 93526

CONTRACTOR:
WENDEL ROSEN LLP
1111 Broadway, 24th Floor
Oakland, CA 94607
Attn: Robin Thornton

26. 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.

27. COUNTERPARTS.

This Agreement may be signed in counterparts and all parts together shall be considered one agreement. The parties agree that this Agreement may be deemed executed by the delivery of signatures of the Parties by DocuSign or electronic transmission.

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[Signatures on following page]

**AGREEMENT BETWEEN COUNTY OF INYO
AND WENDEL ROSEN LLP
FOR THE PROVISION OF LEGAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED SIGNATORIES THIS 3 DAY OF DECEMBER, 2020.

COUNTY OF INYO

WENDEL ROSEN LLP (Contractor)


By: 
Name: Matt Kingsley
Title: Chairperson
Dated: December 4, 2020

By: 
Name: Les A. Hausstath
Title: Partner
Dated: Dec 3, 2020

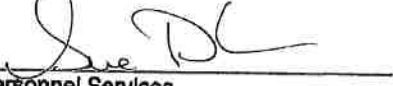
APPROVED AS TO FORM AND LEGALITY:


County Counsel

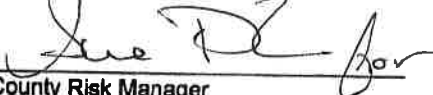
APPROVED AS TO ACCOUNTING FORM:

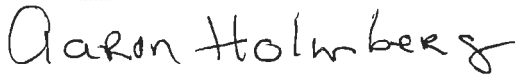

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager



ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND WENDEL ROSEN LLP
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: December 1, 2020, until completion of litigation

SCOPE OF WORK:

1. Contractor shall provide legal services including advice and also representation of the County and such of its agents, officers and employees as the County may designate, in applicable litigation before state and federal courts, and county, state and federal administrative agencies. Contractor shall receive direction from the Inyo County Board of Supervisors, County Counsel and/or County Administrator or designees. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement.
2. Contractor shall maintain and retain files and materials on cases and other matters upon which Contractor is working. Electronic copies of documents received and created by Contractor shall be delivered to the County Counsel's office to be stored.
3. Contractor shall file and serve required pleadings, notices, discovery documents and materials on behalf of the County, its officers, or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
4. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, documents and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
5. Contractor shall take the actions necessary to have all pleadings, notices, discovery, documents and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his offices and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel at the Independence office, one copy of all pleadings, notices, discovery and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
6. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
7. Contractor shall not accept other employment which will interfere or cause a conflict of interest with representation of the County of Inyo and its agents, officers and employees without prior written approval from County Counsel.

ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF INYO
AND WENDEL ROSEN LLP
FOR THE PROVISION OF LEGAL SERVICES

TERM:

FROM: December 1, 2020, until completion of litigation.

SCHEDULE OF FEES:

1. COMPENSATION:

Robin Thornton: \$350.00/hour
Other Partners: \$375.00/hour
Associates: \$325.00/hour
Paralegal \$145.00/hour
Travel: Same as Above

2. INCIDENTAL EXPENSES:

Contractor shall not be obligated to advance costs on behalf of County; however, for the purposes of convenience and in order to expedite matters, Contractor reserves the right to advance costs on behalf of the Client with Client's prior approval in the event a particular cost item exceeds \$2,000.00 in amount and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges (at \$0.10 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND WENDEL ROSEN LLP
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: December 1, 2020, until completion of litigation.

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

Travel shall be at the County's request and will be billed at cost.
Per diem travel from portal to portal will be at the current IRS rate.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND WENDEL ROSEN LLP
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: December 1, 2020, until completion of litigation.

Insurance Requirements for Professional Services

Consultant 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 Consultant, 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 for bodily injury and property damage, including products-completed operations, personal injury and 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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
 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.
(Not required if consultant provides written verification it has no employees)
1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions

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

Additional Insured Status

1. **The 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 consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

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

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the 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 Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND WENDEL ROSEN LLP
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: December 1, 2020, until completion of litigation.

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

Travel shall be at the County's request and will be billed at cost.
Per diem travel from portal to portal will be at the current IRS rate.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND WENDEL ROSEN LLP
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

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Consultant 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 Consultant, 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 for bodily injury and property damage, including products-completed operations, personal injury and 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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$500,000 per accident for bodily injury and property damage.
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.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions

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

Additional Insured Status



County of Inyo

County Counsel

CONSENT - ACTION REQUIRED

MEETING: July 12, 2022

FROM: County Counsel

SUBJECT: Findings Pursuant to AB 361 Authorizing Remote Board of Supervisors Meeting

RECOMMENDED ACTION:

Request Board adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

SUMMARY/JUSTIFICATION:

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That Proclamation remains in effect. Subsequently, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which modified the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), in order to allow legislative bodies to meet from remote locations without opening those locations to the public or complying with certain agenda requirements. Those modifications remained in effect through September 30, 2021.

In anticipation of the expiration of the applicable provisions of Executive Order N-29-20, the California legislature adopted, and Governor Newsom signed, AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet under the modified teleconferencing rules until January 1, 2024, if the meeting occurs during a proclaimed state of emergency and the legislative body finds that it has reconsidered the circumstances of the state of emergency and either: measures to promote social distancing have been imposed or recommended by local health officials; and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

The Inyo County Health Officer currently recommends that measures be implemented to promote social distancing, including the holding of virtual meetings. A copy of the memo memorializing that recommendation is included in your agenda materials. Adopting the recommended action would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing or the state of emergency continues to directly impact the ability of the members to meet safely in person. In order to continue to meet under those modified rules, the Board will again need to reconsider the circumstances of the state of emergency and again make at least one of the additional findings required by AB 361.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If your Board chooses to not make the required findings, the Board must meet in person as required by the Brown Act, and any Board Member participating via teleconference must make their location open and available to the public during the meeting.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. AB 361 Public Meeting Recommendations

APPROVALS:

Darcy Ellis
John Vallejo

Created/Initiated - 6/24/2022
Final Approval - 6/25/2022



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

Public Health, Suite 203-C
1360 N. Main Street, Bishop CA 93514
TEL: (760) 873-7868 FAX: (760) 873-7800

Marilyn Mann, Director
mmann@inyocounty.us

Date: September 23, 2021

To: Inyo County Local Agency Governing Bodies

From: Dr. James Richardson, Inyo County Public Health Officer

Re: Continued Recommendation Re Social Distancing and Remote Meetings

In order to help minimize the spread of COVID-19, I recommend that physical/social distancing measures continue to be practiced throughout our Inyo County communities, including at public meetings of the Board of Supervisors and other public agencies. Individuals continue to contract COVID-19 and spread the infection throughout our communities. Social distancing, masking, and vaccination are crucial mitigation measures to prevent the disease's spread. Remote public agency meetings allow for the participation of the community, agency staff, presenters, and board members in a safe environment, with no risk of contagion. As such, and since this disease negatively and directly impacts the ability of public agencies to conduct public meetings safely in person, it is my recommendation that local public agencies conduct their public meetings remotely.

This recommendation will remain in place until further notice.

Dr. James A. Richardson
Inyo County Health Officer



County of Inyo

District Attorney

CONSENT - ACTION REQUIRED

MEETING: July 12, 2022

FROM: Tom Hardy

SUBJECT: Victim/Witness Assistance Program Grant Authorization

RECOMMENDED ACTION:

Request Board authorize the District Attorney to sign any documentation to accept and utilize the Inyo County Victim/Witness Assistance Program Grant (VW21 30 0140) on behalf of the County, including any extensions or amendments thereto.

SUMMARY/JUSTIFICATION:

This year, the District Attorney's Inyo County Victim/Witness Program Grant had a virtual site visit from CalOES. CalOES is requiring clarification to the authorization given to the District Attorney at the October 26, 2021 Board meeting, when this Grant was accepted and authorization given. CalOES requires a Board Minute Order authorizing the District Attorney to sign any documentation to accept and utilize the Grant, including any Extension or Amendments thereto. This Grant period is October 1, 2021 to September 30, 2022,

BACKGROUND/HISTORY OF BOARD ACTIONS:

This Inyo County Victim/Witness Assistance Program Grant (VW21 30 0140) was accepted and authorization given to the District Attorney at the October 26, 2021 Board meeting.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Without your Board's acceptance of this additional authority to the District Attorney, the project funding could be terminated.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Grant amount is \$273,322. Budget number 620421. The County expends funds and then a claim is made to the State for reimbursement quarterly.

ATTACHMENTS:

1. CalOES Letter
2. Section 1.055 of Grant Subaward Terminology and General Requirements

3. Relevant Minutes of 10.26.21 Board of Supervisor Meeting

APPROVALS:

Maureen McVicker	Created/Initiated - 6/20/2022
Darcy Ellis	Approved - 6/21/2022
Maureen McVicker	Approved - 6/21/2022
John Vallejo	Approved - 6/21/2022
Amy Shepherd	Approved - 6/21/2022
Tom Hardy	Final Approval - 6/21/2022



April 26, 2022

Thomas L. Hardy
Inyo County District Attorney
Inyo County District Attorney's Office
168 N. Edwards Street (PO Drawer D)
Independence, CA 93526-0604

Re: Performance Assessment – Grant Subaward # VW21 30 0140

Dear Mr. Hardy:

Thank you for your time and cooperation during the April 20, 2022, Performance Assessment.

During the Performance Assessment, we discussed Cal OES' requirements for the Grant Subaward, the goals and objectives of the program, source documentation, and the reporting requirements. As a result of the Performance Assessment, I have identified an area which requires corrective action. The finding is listed below, along with the corrective action necessary for compliance and the due date by which the corrective action must be completed.

Proof of Authority (SRH 1.055)

Finding: The Subrecipient provided a copy of the required document. However, it does not contain amendment verbiage.

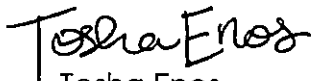
Citation: The 2022 Subrecipient Handbook, Section 1.055, written proof of authority to enter into a specific Grant Subaward and applicable Grant Subaward Amendments with Cal OES which includes one of the following: signed Board Resolution, approved Board Meeting minutes, or a letter signed by the Governing Board Chair. Subrecipients, except for state agencies, are required to obtain proof of authority. Subrecipients must maintain this written authorization on file and make it available to Cal OES upon request.

Performance Assessment
April 26, 2022
Page 2

Corrective Action: The Subrecipient must provide a Proof of Authority to Cal OES by July 26, 2022.

Enclosed please find a copy of the completed Performance Assessment Report and Supplemental Performance Assessment Report for your review. Should you have any additional questions or concerns, please don't hesitate to contact me at Tosha.Enos@caloes.ca.gov.

Sincerely,



Tosha Enos
Program Specialist
Victim Witness & Prosecution Unit

Enclosures

PART 1 – GRANT SUBAWARD TERMINOLOGY AND GENERAL REQUIREMENTS

1.045 FUND AVAILABILITY

Allocation of funds is contingent on the passage of the State Budget Act for the applicable fiscal year. Cal OES does not have the authority to disburse any funds until the State Budget Act is passed, and the Grant Subaward is executed. Any expenditure incurred prior to authorization is made at the Subrecipient's own risk and may be disallowed.

Cal OES employees cannot authorize an Applicant to incur costs or financial obligations prior to the execution of a Grant Subaward. However, once the Grant Subaward is finalized, Subrecipients may claim reimbursement for costs incurred on, or subsequent to, the start of the Grant Subaward performance period.

The Grant Subaward is subject to any applicable restrictions, limitations, or conditions enacted by the California Legislature and/or the United States Government subsequent to execution of the Grant Subaward.

1.050 FUNDING CATEGORIES

Subrecipients are required to prepare a budget for allowable costs that avoids unnecessary expenditures. The budget must support the accomplishment of the objectives and activities. The Grant Subaward Budget Pages (Cal OES Form 2-106a or b) consist of three funding categories:

- A. Personnel Costs,
- B. Operating Costs, and
- C. Equipment Costs.

Line-item detail must be included for each funding category including calculations and a brief description for the cost. Explanatory information included in the Grant Subaward Budget Narrative (Cal OES Form 2-107), if required, does not eliminate the line-item detail requirements.

1.055 PROOF OF AUTHORITY

Subrecipients must certify they have written authority by the governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by Cal OES Program name and initial Grant Subaward performance period),

PART 1 – GRANT SUBAWARD TERMINOLOGY AND GENERAL REQUIREMENTS

and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) to sign Grant Subaward documents on behalf of the Subrecipient.

Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

Subrecipients, except for state agencies, are required to obtain proof of authority. Subrecipients must maintain this written authorization on file and make it available to Cal OES upon request.

Whenever possible, it is best to use the official's title rather than the person's name to avoid having to seek further authorization from the governing body if the person named is transferred or leaves the agency/organization.

1.060 SPECIAL CONDITIONS

Special Conditions may be added to a Grant Subaward application or Grant Subaward Amendment (Cal OES Form 2-213) before final Cal OES approval. If a Special Condition is added, it will be explained on the Grant Subaward Amendment (Cal OES Form 2-213) or on a sheet of colored paper that is included in the executed Grant Subaward.

Special Conditions are added at Cal OES's discretion to modify the requirements of the program or funding as defined in the RFA or RFP. Special Conditions may include, but are not limited to:

- A change to the latest expenditure date of a fund,
- Notification that required programmatic documents (i.e., Operational Agreements) are missing and must be submitted, and/or
- Instructing Subrecipients to not charge indirect costs until an approved rate from the federal cognizant agency/organization has been received by Cal OES.

By signing the Grant Subaward Face Sheet (Cal OES Form 2-101), Subrecipients agree to the requirements of any Special Condition(s).



County of Inyo



District Attorney

CONSENT - ACTION REQUIRED

MEETING: October 26, 2021

FROM: Tom Hardy

SUBJECT: Victim/Witness Assistance Program Grant Acceptance

RECOMMENDED ACTION:

Request Board: A) authorize acceptance of the Inyo County Victim/Witness Assistance Program (VW 21 30 0140) Grant from the Governor's Office of Emergency Services for Fiscal Year 2021-2022; and B) authorize the District Attorney to sign any documentation to accept and utilize the grant on behalf of the County.

SUMMARY/JUSTIFICATION:

This is the (30th) thirtieth consecutive year we have applied for and been offered this grant.

For FY 21/22, the awarded grant total is \$273,322 for the grant period of October 1, 2021 through September 30, 2022. The Victim/Witness Assistance Program augments the services provided by the Office of the District Attorney including crisis intervention, emergency assistance, resource assistance, follow-up counseling, victim compensation, property return, orientation to the criminal justice system, court escort and support, presentation to criminal justice, victim service providers and the media, case status reports, notification of family and friends, employer notification, restitution assistance, creditor intervention, child care assistance, witness notification, funeral arrangement assistance, crime prevention information, temporary restraining order assistance, transportation, and court waiting area.

Service is provided to victims of all types of crime upon request, not only crimes prosecuted by the District Attorney. Contact is made in person, by letter, telephone and by field visits. The goal of the Victim/Witness Assistance Program is to help victims of crime proceed through the criminal justice system and their victimization with a sense of understanding and participation in the process with a resulting empowerment to become a survivor; no longer a victim.

We respectfully request your consideration of acceptance of this grant, which funds the Victim/Witness Coordinator's and the Victim Advocate's salaries and benefits at 100%. Further, we are able to fund approximately 30% of the Assistant to the District Attorney and 10% of the District Attorney Legal Secretary III salaries and benefits to save the general fund.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Board has approved this CalOES grant for the last 29 years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Without your Board's acceptance of the grant the project would be terminated.

OTHER AGENCY INVOLVEMENT:

Inyo Sheriff's Department, Inyo Child and Adult Protective Services, Inyo County Probation Department, Bishop Police Department, California Highway Patrol, and Wild Iris Women's Services.

FINANCING:

Grant amount is \$273,322. Budget Number 620421. The County expends funds and then a claim is made to the State for reimbursement quarterly.

ATTACHMENTS:

1. Approved from CalOES VW21 30 0140 - SUBAWARD

APPROVALS:

Maureen McVicker	Created/Initiated - 10/13/2021
Darcy Ellis	Approved - 10/13/2021
Maureen McVicker	Approved - 10/13/2021
Marshall Rudolph	Approved - 10/13/2021
Amy Shepherd	Approved - 10/13/2021
Tom Hardy	Final Approval - 10/13/2021

September 15, 2021

Thomas L. Hardy, Inyo County District Attorney
Inyo County
P.O. Box D
Independence, CA 93526-604

Subject: **NOTIFICATION OF APPLICATION APPROVAL**
Victim/Witness Assistance Program
Subaward #: VW21 30 0140, Cal OES ID: 027-00000

Dear Mr. Hardy:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your application in the amount of \$273,322, subject to Budget approval. A copy of your approved subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt.

This subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on Cal OES website at www.caloes.ca.gov.

Any funds received in excess of current needs, approved amounts, or those found owed as a result of a close-out or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Should you have questions on your subaward please contact your Program Specialist.

VSPS Grants Processing

Enclosure

c: Subrecipient's file



County of Inyo



Health & Human Services - Health/Prevention

CONSENT - ACTION REQUIRED

MEETING: July 12, 2022

FROM: Anna Scott

SUBJECT: Agreement between Inyo County and CMSP for LICN Implementation Grant

RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and the County Medical Services Program (CMSP) Governing Board for the provision of the Local Indigent Care Needs Implementation Grant Program (LICN), in an amount not to exceed \$649,538.00 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

In 2020, HHS applied for and received a \$50,000 Local Indigent Care Needs Program (LICN Program) planning grant from the County Medical Services Program (CMSP). The grant was used to develop a plan to implement a mobile healthcare unit in partnership with Toiyabe, NIHD, and SIHD to provide primary care, specialty care, behavioral health or follow-up care after inpatient hospitalization to low income adults with transportation challenges who do not live near Hwy 395 and experience drive times of up to 4 hours to access health care.

HHS engaged a consultant to complete a detailed financial pro forma to determine the fiscal feasibility for Northern Inyo Health Care District (NIHD), Southern Inyo Healthcare District (SIHD), and Toiyabe Indian Health Project ("Toiyabe") to deliver services from the mobile clinic. Following that analysis, SIHD and Toiyabe agreed to partner with HHS Public Health and Prevention to pursue the purchase of a mobile health clinic.

In February 2022, the County Medical Services Program (CMSP) released a Local Indigent Care Needs Program (LICN Program) Request for Proposals (RFP) for an implementation grant that would span a three-year period. HHS applied for the LICN Implementation grant with the goal of executing a formal agreement between the participating agencies, and to purchase, equip, and operationalize a mobile clinic. In May 2022, the CMSP Governing Board announced that Inyo County HHS was one of 9 successful LICN applicants. HHS received the LICN Implementation Grant agreement in June 2022 and is now requesting your Board's approval of the agreement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the agreement for the LICN Implementation Grant, which would mean that HHS would not be able to access funding to purchase a mobile health clinic, in partnership with SIHD and

Toiyabe.

OTHER AGENCY INVOLVEMENT:

Southern Inyo Healthcare District, Toiyabe Indian Health Project

FINANCING:

These funds will be deposited into a new interest bearing trust and transferred to the Health budget (045100) to cover expenses. No County General funds.

ATTACHMENTS:

1. Implementation Grant Agreement

APPROVALS:

Anna Scott	Created/Initiated - 6/18/2022
Darcy Ellis	Approved - 6/20/2022
Melissa Best-Baker	Approved - 6/20/2022
Meaghan McCamman	Approved - 6/20/2022
Genoa Meneses	Approved - 6/20/2022
Anna Scott	Approved - 6/20/2022
John Vallejo	Approved - 6/21/2022
Amy Shepherd	Approved - 6/21/2022
Anna Scott	Final Approval - 6/23/2022

LICN-047

**AGREEMENT FOR
COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD
LOCAL INDIGENT CARE NEEDS IMPLEMENTATION GRANT PROGRAM**

between

**COUNTY MEDICAL SERVICES PROGRAM
GOVERNING BOARD
("Board")**

And

**INYO COUNTY HEALTH AND HUMAN SERVICES
("Grantee")**

Effective as of:
July 1, 2022

AGREEMENT

**COUNTY MEDICAL SERVICES PROGRAM
LOCAL INDIGENT CARE NEEDS GRANT PROGRAM**

FUNDING IMPLEMENTATION GRANT

This agreement (“Agreement”) is by and between the County Medical Services Program Governing Board (“Board”) and the lead agency listed on Exhibit A (“Grantee”).

A. The Board approved the funding of the Local Indigent Care Needs Grant Program (the “Grant Program”) in participating County Medical Services Program (“CMSP”) counties in accordance with the terms of its Request for Proposals for the CMSP Local Indigent Care Needs Grant Program in the form attached as Exhibit B (“RFP”).

B. Grantee submitted an Application (“Application”) for the CMSP Local Indigent Care Needs Grant Program in the form attached as Exhibit C (the “Project”). The Project is a grant project (“Grant Project”).

C. Subject to the availability of Board funds, the Board desires to award funds to the Grantee for performance of the Project.

The Board and Grantee agree as follows:

1. Project. Grantee shall perform the Project in accordance with the terms of the RFP and the Application. Should there be a conflict between the RFP and the Application, the RFP shall control unless otherwise specified in this Agreement.

2. Grant Funds.

A. Payment. Subject to the availability of Board funds, the Board shall pay Grantee the amounts in the time periods specified in Exhibit A (“Grant Funds”) within thirty (30) calendar days of the Board’s receipt of an invoice and reports as required in this Agreement from Grantee for a Grant Project, as described in Exhibit A. Neither the Board nor CMSP shall be responsible for funding additional Project costs, any future CMSP Local Indigent Care Needs Grant Program or services provided outside the scope of the Grant Program.

B. Refund. If Grantee does not spend the entire Grant Funds for performance of the Project within the term of this Agreement, then Grantee shall immediately refund to the Board any unused Grant Funds.

C. Possible Reduction in Amount. The Board may, within its sole discretion, reduce any Grant Funds that have not yet been paid by the Board to Grantee if Grantee does not demonstrate compliance with the use of Grant Funds as set forth in Section 2.D, below. The Board’s determination of a reduction, if any, of Grant Funds shall be final.

D. Use of Grant Funds. As a condition of receiving the Grant Funds, Grantee shall use the Grant Funds solely for the purpose of performance of the Project and shall not use

the Grant Funds to fund Grantee's administrative and/or overhead costs except as provided herein. Grantee may use an amount of the Grant Funds up to ten percent (10%) of the total Project expenditures to fund Grantee's administrative and/or overhead expenses directly attributed to the Project. In addition, Grantee shall comply with the terms of Exhibit E Use of Grant Funds attached hereto. Grantee shall provide Board with reasonable proof that Grantee has dedicated the Grant Funds to the Project. Grantee shall refund to the Board any Grant Funds not fully dedicated to the Project.

E. Matching Funds and In-Kind Match. The Grantee is not required to provide dedicated matching funds; however, the Grantee is required to provide an in-kind match of a minimum of ten percent (10%) of the Grant Funds as a means of demonstrating the commitment of the Grantee and participating (partnering) agencies to implement the strategies and/or services being developed with the Grant Funds. Such in-kind match (or alternatively, matching fund of a minimum of ten percent (10%) of the Grant Funds) may be provided solely by the Grantee or through a combination of funding sources; provided, however, such matching funds shall not originate from any CMSP funding source.

F. Commencement of Expenditures. Grantees shall begin spending Grant Funds during the first calendar year after receipt of Grant Funds and shall continue expending such Grant Funds on a consistent basis throughout the term of this Agreement and in accordance with the terms of this Agreement.

G. Possible Revision to Payment Schedule. If the Project warrants a change in payment schedule as described in Exhibit A, or if Grantee's expenditures are not in compliance with the Project, the Board may, within its sole discretion, revise the payment schedule or withhold payment of further amounts.

3. Grantee Data Sheet. Grantee shall complete and execute the Grantee Data Sheet attached as Exhibit D ("Grantee Data Sheet"). Board may, within its sole discretion, demand repayment of any Grant Funds from Grantee should any of the information contained on the Grantee Data Sheet not be true, correct or complete.

4. Board's Ownership of Personal Property. If Grantee's Application anticipates the purchase of personal property such as computer equipment or computer software with Grant Funds, then this personal property shall be purchased in Grantee's name and shall be dedicated exclusively to the Grantee's health care or administrative purposes. If the personal property will no longer be used exclusively for the Grantee's health care or administrative purposes, then Grantee shall, immediately upon the change of use, pay to the Board the fair market value of the personal property at the time of the change of use. After this payment, Grantee may either keep or dispose of the personal property. Grantee shall list all personal property to be purchased with Grant Funds on Exhibit A. This Section 4 shall survive the termination or expiration of this Agreement.

5. Board's Interest in Real Property and/or Improvements. If Grantee's Application anticipates the purchase of real property and/or improvements to real property (including leaseholds) with Grant Funds, then this real property and/or improvements to real property shall be purchased in Grantee's name and shall be dedicated exclusively to the

Grantee's health care or administrative purposes. Further, Board may, in its sole discretion, require that Grantee grant a security or other interest in the real property and/or improvements to real property, including but not limited to a right of reverter to Board upon a change or use or other circumstance as a condition of receiving Grant Funds, which shall be described in Exhibit A.

If the real property and/or improvements to real property will no longer be used exclusively for the Grantee's health care or administrative purposes, then Grantee shall, at the discretion of the Board, immediately upon the change of use: (a) pay to the Board the fair market value of the real property and/or improvements to real property at the time of the change of use, and (b) obtain the Board's written consent to the change of use no later than ninety (90) days after such change of use. After this payment identified in (a) above or Board's consent as provided in (b) above, Grantee may either keep or dispose of the real property and/or improvements to real property. Grantee shall list all real property and/or improvements to real property to be purchased with Grant Funds on Exhibit A. This Section 5 shall survive the termination or expiration of this Agreement.

6. Board Consent Required for Purchase of Specified Personal Property. If Grantee's Application anticipates the purchase of any personal property valued in excess of \$5,000 with Grant Funds, including but not limited to computers, software, equipment or vehicles ("Specified Personal Property"), then Grantee must obtain the Board's prior written consent for any such purchase. Grantee shall make such request for the Board's consent pursuant to a form and manner as determined by the Board.

7. Authorization. Grantee represents and warrants that this Agreement has been duly authorized by Grantee's governing board, and the person executing this Agreement is duly authorized by Grantee's governing board to execute this Agreement on Grantee's behalf.

8. Data and Project Evaluation. Grantee shall collect Project data and conduct a Project evaluation. Grantee shall budget for evaluation expenses in an amount equal to a minimum of 10% of the total project expenditures. Grantee shall report data and evaluation findings to the Board as part of the Progress and Final Reporting set forth in Section 12, below. The Grantee shall not submit any protected health information ("PHI") to the Board. The Board reserves the right to hire an external Grant Program evaluator to conduct an evaluation of the Project ("Grant Program Evaluator"). Grantee shall cooperate fully with the Board, its agents and contractors, including but not limited to the Grant Program Evaluator, and provide information to the Board, its agents and contractors in a timely manner. The Board may, within its sole discretion, terminate this Agreement at any time and suspend and/or discontinue payment of any Grant Funds if Grantee does not satisfactorily meet data collection and reporting requirements as set forth in this Agreement and in the RFP.

9. Technical Assistance Consultant. The Grantee shall participate in technical assistance programs and collaborate with the Technical Assistance Consultant as hired by the Board ("Technical Assistance Consultant") as requested. At a minimum, Grantee is required to participate in one or more interviews with the Technical Assistance Consultant and have a minimum of one (1) representative participate in two (2) Implementation conferences over the grant period and host the Technical Assistance Consultant at (1) site visit.

10. Record Retention. Grantee shall maintain and provide the Board with reasonable access to such records for a period of at least four (4) years from the date of expiration of this Agreement.

11. Audits. The Board may conduct such audits as necessary to verify Grantee's compliance with the terms of this Agreement. Such audit rights shall include auditing 100% of expenditure of Grant Funds and such information and documents as necessary to verify use of Grant Funds and Grantee's performance of the Project in accordance with the terms of this Agreement. Grantee shall cooperate fully with the Board, its agents and contractors in connection with any audit and provide information to the Board, its agents and contractors in a timely manner.

12. Reporting.

A. Notification of Project Changes. Grantee shall notify the Board of any proposed substantial changes to the Project's components. The Project's components shall include: (1) the Project plan; (2) the target population; (3) the structure and process for completing grant activities as outlined in the Application as set forth in Exhibit C; (4) the roles and responsibilities of all participating (partnering) agencies; (5) services provided; (6) key Grantee personnel; (7) the budget; and (8) timelines.

B. Biannual Progress Reports. Grantees shall submit five (5) biannual progress reports to the Board using the Biannual Progress Report Form on the following dates: January 31, 2023, July 31, 2023, January 31, 2024, July 31, 2024, and January 31, 2025. Each report should: (1) clearly define the target population and its needs; (2) demonstrate progress toward meeting the Project's goals posed in the Grantee's application; (3) describe the Project's current evaluation efforts; (4) identify challenges and barriers to meeting Project goals encountered during the prior six (6) months; (5) compare Project progress to the Application, Timeline and Work Plan as set forth in Exhibit C; (6) provide changes to any key grantee personnel or their responsibilities; (7) describe the Grantee's experience utilizing Technical Assistance; (8) describe any changes in key partnerships; and (9) report on target population impact to date and share significant success stories.

C. Mid-Year Expenditure Reports. Grantees shall submit three (3) mid-year expenditure reports to the Board using the Mid-Year Expenditure Report Template on the following dates: January 31, 2023, January 31, 2024, and January 31, 2025. Each report should: (1) compare budgeted expenditures to actual expenditures for the first-half of the year; (2) detail total grant funds received and expended to date; and (3) provide estimates of any proposed budget modifications for the following grant year(s). Grantees must provide an explanation for expenditures that are projected to deviate more than 5% from the most recently approved budget for the given budget year.

D. Year-End Expenditure Reports. Grantees shall submit two (2) Year End-Expenditure reports to the Board using the Year End -Expenditure Report Template on the following dates: July 31, 2023, and July 31, 2024. Each report should: (1) compare budget expenditures to actual expenditures for the reporting year; (2) detail total grant funds received and expended to date; (3) provide an explanation for expenditures that deviated more than 5%

from the most recently approved budget for the given budget year; and (4) detail any proposed budget modifications for the following grant year(s).

E. Final Report. Grantee shall submit a final report to the Board using the Final Report Template on July 31, 2025. The Final Report should: (1) compare project outcomes to the goals posed in the Grantee's application; (2) identify challenges and barriers to meeting Project goals encountered during project implementation; (3) compare Project progress to the Implementation Workplan and Timeline as set forth in Exhibit C; (4) describe the Grantee's experience utilizing Technical Assistance; (5) report on target population impact and share significant success stories; (6) report on Project's evaluation findings; (7) describe the Grantees sustainability efforts to continue the project activities beyond the life of the grant and sustainability of key partnerships post grant; (8) compare budget expenditures to actual expenditures for the entire project period; and (9) detail total grant funds received and expended.

F. Non-Compliance with Reporting Requirements. The Board may, within its sole discretion, terminate this Agreement at any time and suspend and/or discontinue payment of any Grant Funds if Grantee does not satisfactorily meet reporting requirements as set forth in this Agreement and in the RFP.

13. Term. The term of this Agreement shall be from July 1, 2022, to June 30, 2026, unless otherwise extended in writing by mutual consent of the parties.

14. Termination. This Agreement may be terminated: (a) by mutual consent of the parties; (b) by either party upon thirty (30) days prior written notice of its intent to terminate; or, (c) by the Board immediately for Grantee's material failure to comply with the terms of this Agreement, including but not limited to the terms specified in Sections 2.B, 2.D, 2.E, 2.F, 4, 5, 6, 7, 8, 9, 10, 11 and 12. Upon termination or expiration of the term, Grantee shall immediately refund any unused Grant Funds to the Board, and shall provide the Board with copies of any records generated by Grantee in performance of the Project and pursuant to the terms of this Agreement.

15. Costs. If any legal action or arbitration or other proceeding is brought to enforce the terms of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

16. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

17. Waiver. To be effective, the waiver of any provision or the waiver of the breach of any provision of this Agreement must be set forth specifically in writing and signed by the giving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.

18. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor

shall it be construed to, create any rights for the benefit of or be enforceable by any third party, including but not limited to any CMSP client.

19. Notices. Notices or other communications affecting the terms of this Agreement shall be in writing and shall be served personally or transmitted by first-class mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or if mailed in accordance herewith, on the third (3rd) business day after mailing. Notice shall be directed to the parties at the addresses listed on Exhibit A, but each party may change its address by written notice given in accordance with this Section.

20. Amendment. All amendments must be agreed to in writing by Board and Grantee.

21. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective successors and assigns. Notwithstanding the foregoing, Grantee may not assign any rights or delegate any duties hereunder without receiving the prior written consent of Board.

22. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed by the laws of the State of California.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Dated effective July 1, 2022.

BOARD:
COUNTY MEDICAL SERVICES
PROGRAM GOVERNING BOARD

GRANTEE:
INYO COUNTY HEALTH AND HUMAN
SERVICES

By: _____
Kari Brownstein, Executive Director

By: _____
Title: _____

Date: _____

Date: _____

EXHIBIT A

GRANTEE: INYO COUNTY HEALTH AND HUMAN SERVICES

GRANTEE'S PARTNERS UNDER CONTRACT¹

GRANT FUNDS:

Total Amount To Be Paid under Agreement: \$649,538.00

1. Amount To Be Paid Upon Execution of This Agreement (10%): \$64,953.80
2. Amount To Be Paid Within 30 Days Following Receipt of Invoice, First Biannual Progress Report and First Mid-Year Expenditure Report (reports due 01/31/23) (16%): \$103,926.08
3. Amount To Be Paid Within 30 Days Following Receipt of Invoice, Second Biannual Progress Report and First Year-End Expenditure Report (reports due 07/31/23) (16%): \$103,926.08
4. Amount To Be Paid Within 30 Days Following Receipt of Invoice, Third Biannual Progress Report and Second Mid-Year Expenditure Report (reports due 01/31/24) (16%): \$103,926.08
5. Amount To Be Paid Within 30 Days Following Receipt of Invoice, Fourth Biannual Progress Report and Second Year-End Expenditure Report (reports due 07/31/24) (16%): \$103,926.08
6. Amount To Be Paid Within 30 Days Following Receipt of Invoice, Fifth Biannual Progress Report and Third Mid-Year Expenditure Report (reports due 01/31/25) (16%): \$103,926.08
7. Amount To Be Paid Within 30 Days Following Receipt of Invoice and Final Grant Report (report due 07/31/25) (10%): \$64,953.80

The Board may, within its sole discretion, revise the payment schedule or withhold payments in accordance with Section 2.G of the Agreement.

If Funds will be Used to Purchase Personal Property, List Personal Property to be Purchased:

¹ Attach copy of any contract.

LICN-047

If Funds will be Used to Purchase Specified Personal Property, List Specified Personal Property to be Purchased and Date of Consent by the Board:

If Funds will be Used to Purchase Real Property and/or Improvements to Real Property, List Real Property and/or Improvements to Real Property to be Purchased:

List any Conditions to Grant Funds regarding Real Property and/or Improvements to Real Property to be Purchased:

LICN-047

NOTICES:

Board:

County Medical Services Program Governing Board
Attn: Meegan Forrest, Director of Finance & Administration
1545 River Park Drive, Suite 435
Sacramento, CA 95815
(916) 649-2631 Ext. 111
(916) 649-2606 (facsimile)

Grantee:

(Insert Grantee name, address, contact person, phone and fax numbers)

Inyo County Health and Human Services

Meaghan McCamman

1360 N. Main St

Bishop, CA 93514

Phone: 760-937-1253

LICN-047

EXHIBIT B
REQUEST FOR PROPOSAL
BOARD'S REQUEST FOR PROPOSAL



REQUEST FOR PROPOSALS

Implementation Grant Program

Eligible Applicants: Round 1 LICN Planning Grantees Only

County Medical Services Program Governing Board
CMSP Local Indigent Care Needs Grant Program

Winter 2022 Application Submission Period: March 1, 2022 – March 30, 2022

I. ABOUT THE COUNTY MEDICAL SERVICES PROGRAM

The County Medical Services Program (CMSP) was established in January 1983, when California law transferred responsibility for providing health care services to indigent adults from the State of California to California counties. This law recognized that many smaller, rural counties were not in the position to assume this new responsibility. As a result, the law also provided counties with a population of 300,000 or fewer the option of contracting with the California Department of Health Services (DHS) to provide health care services to indigent adults.

In April 1995, California law was amended to establish the County Medical Services Program Governing Board (Governing Board). The Governing Board, composed of ten county officials and one ex-officio representative of the Secretary of the California Health and Human Services Agency, is authorized to set overall program and fiscal policy for CMSP. Thirty-five counties throughout California participate in CMSP: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Napa, Nevada, Plumas, San Benito, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba.

CMSP is funded by State Program Realignment revenue (sales tax and vehicle license fees) received by the Governing Board and county general-purpose revenue provided in the form of County Participation Fees. CMSP members are medically indigent adults, ages 21 through 64, who meet CMSP's eligibility criteria and are not otherwise eligible for Medi-Cal or Covered California. County welfare departments located in the 35 participating counties handle eligibility for and enrollment in CMSP. All CMSP members must be residents of a CMSP county, and their income level must be less than or equal to 300% of the Federal Poverty Level (based on net non-exempt income).

The Path to Health Pilot Project was launched in 2019 to test the effectiveness of providing primary and preventive services to low-income, undocumented county residents that are not otherwise eligible for CMSP and are eligible for and enrolled in emergency medical services under the Medi-Cal program. Path to Health serves undocumented adults ages 26 and older that are enrolled in an emergency services only Medi-Cal program aid code and reside in one of the 35 CMSP counties.

Additionally, CMSP launched the Connect to Care Program in December 2020 to provide primary and preventive services to documented and undocumented county residents, ages 21-64, with income levels between 138% and 300% FPL. The goal for the program is the same as Path to Health – to promote timely delivery of necessary primary and preventive medical services to the target population to improve health outcomes for the population and reduce the incidence of emergency services utilization and inpatient hospitalization by the population.

Member enrollment in Path to Health and Connect to Care occurs through contracted Community Health Centers, including Federally Qualified Health Centers, Rural Health Clinics, and Tribal Health Program, where many program enrollees will also obtain covered primary care services.

The Governing Board administers other projects, including the Health Systems Development grant program, two healthcare workforce development programs, the Specialty Care Access Grant, and the COVID-19 Emergency Response Grant.

II. ABOUT THE CMSP LOCAL INDIGENT HEALTH SERVICES PROGRAM

Through the Local Indigent Care Needs Program (LICN Program), the Governing Board seeks to expand the delivery of locally directed indigent care services for low-income uninsured and under-insured adults that lack access to health, behavioral health, and associated support services in CMSP counties. The principal goals of the LICN Program are to promote timely delivery of necessary medical, behavioral health and support services to locally identified target populations; link these populations to other community resources and support; and improve overall health outcomes for these target populations.

A. Implementation Program Description

Implementation Program Grants shall be available to CMSP county or non-profit agency applicants to support concrete, defined Implementation Plans that address the goals and objectives of the LICN Program. Applicants must have demonstrated experience bringing local stakeholders together and a demonstrated role providing health and/or human services for low-income and/or indigent residents in CMSP counties.

B. Target Populations

The target populations for LICN Implementation Program efforts must focus on one or more of the following uninsured or under-insured groups within one or more CMSP count(ies):

- 1) Adults that need follow up specialty services and/or other support services following an inpatient hospital stay
- 2) Adults receiving inpatient hospital care that have limited home or community support to facilitate healing and recovery
- 3) Adults with complex health or behavioral health conditions that have housing and/or transportation challenges which impede their ability to obtain necessary health care services

4) Adults with health and/or behavioral health conditions released from incarceration

Within the target populations outlined above, program activities may further narrow the focus of efforts to one or more of the following sub-groups within the target populations:

- Homeless adults
- Adults with chronic health or behavioral health conditions; and/or
- Adults in need of pain management support

Projects do **not** need to only support CMSP members or CMSP-eligible individuals.

C. Four Alternative Components for Local Indigent Care Needs Programs

Implementation Programs shall incorporate **at least (1)** of the following (4) program components into their program strategies:

1) Local-Level Care Management

Develop Care Management interventions that:

- Provide linkage to other services and supports in the community that facilitate management of each client's needs.
- Are tailored to meet individual client service needs and involve clients as decision makers in the care planning process.
- Have capacity to meet with clients in community locations such as at physicians' offices, hospitals, county social services departments, homeless shelters, or client's homes (as appropriate).
- Provide data system capacity that is sufficient to comprehensively document and track Care Management services provided to clients and provide a mechanism that assures timely and appropriate identification and care management service needs.

2) Continuity of Care

Develop county-wide or regional Continuity of Care strategies that:

- Facilitate linkages across the continuum of care, specifically inpatient care to appropriate outpatient care. Linkages may include access to specialty care, primary care, prescription medical support, home health, hospice, long-term care, mental health treatment, substance abuse treatment, and durable medical equipment.

3) Enabling Services

Establish or strengthen existing mechanisms that:

- Engage clients in obtaining nutritional support, housing, transportation, legal assistance, and income assistance to support LICN Program goals through referrals to existing service providers.
- Provide access to enabling services not otherwise available in the community through new service creation or expansion of currently limited services. Equipment purchases,

expansions of current facilities, and/or renovation/remodeling of current facilities may be considered under this initiative. No LICN Program grant funds may be used for the lease/ purchase of land, buildings, or new construction. (Further detail is available in the Allowable vs. Unallowable Expenses resource on the [LICN library](#)).

- Establish effective working relationships with county welfare department(s) in their service area to help facilitate applications for health coverage and other public assistance.

4) Disease Management

Establish or strengthen existing mechanisms to:

- Halt or decrease the severity of the conditions of clients with chronic, ongoing health and/or behavioral health conditions through such strategies as symptom management, medication compliance, adherence to treatment plans, and lifestyle changes

D. Technical Assistance Contractor Support to Grantees

Technical Assistance (TA) services will be available to Implementation Program Grantees through the following services:

- Three Implementation Program conferences
- Quarterly TA conference calls and/or webinars to foster a “learning community” across grantees
- One in-person or virtual site visit during the second year of the Implementation Grant project period
- Monthly consults (calls, emails)
- Ad Hoc TA Consultant support can be provided upon request

III. ELIGIBLE APPLICANTS

A. Implementation Program Grants: Lead Agency Applicant and Project Partner Requirements

Eligible applicants for this program are limited to LICN Planning Project grantees who were funded in Round 1 of the LICN program who have not yet been awarded an Implementation Program Grant. Additionally:

- Implementation efforts must be focused within one or more CMSP counties.
- The lead agency applicant must be either an eligible CMSP county agency or department or a not-for-profit organization. The lead agency does not need to be located within a CMSP county; however, all project performance must occur within a CMSP county.
- The lead agency applicant must possess organizational capacity to carry out its Implementation Plan in accordance with the requirements described in this RFP.
- The lead agency and all key implementation project partners must be in good standing with the Governing Board.
- Grant applicants must have support, as demonstrated by either Letters of Commitment

or Memorandums of Understanding, from at least one local hospital and at least one primary care provider such as a clinic, private practice physician, or physician group.

- Grant applicants must have the demonstrated support, as evidenced by either Letters of Commitment or Memorandums of Understanding, of at least two of the following CMSP county agencies or departments: Health/Public Health, Social Services/Welfare, Mental Health, Drug and Alcohol Services and Probation.
- The lead agency applicant should have the support of other local providers of safety-net services, as demonstrated by either Letters of Commitment or Memorandums of Understanding.

IV. TENTATIVE PROJECT TIMELINES

Below is the anticipated timeline for the Winter 2022 Round of the Local Indigent Care Needs Grant Program. This timeline is tentative and subject to change at Governing Board discretion.

Local Indigent Care Needs Grant: Winter 2022 Grant Timeline	
Date	Activity
2/10/22	RFP Released
2/25/22	RFP Assistance Webinar at 9:00 AM PST
2/25/22	Letters of Intent due by 3:00 PM PST
3/01/22	Submission Period Opens
3/11/22	RFP Assistance Webinar (repeated) at 1:00 PM PST
3/30/22	Implementation Program Grant Applications Due by 3:00 PM PST
5/26/22	Governing Board Application Review and Approval

V. ALLOCATION METHODOLOGY

The Governing Board, in its sole discretion, may fund or not fund Implementation Grants in this round. Total Local Indigent Care Needs grant awards and technical assistance provided by the Governing Board may equal up to fifty-million dollars (\$50,000,000) over the life of the program. Awards up to \$500,000 per year per project may be made for Implementation Program Grants, with a total award up to \$1.5 million. Grants may be provided for up to 3-years.

Allowable vs. Unallowable Expenses

Please refer to the full list of allowable vs. unallowable expenses on the [LICN library](#).

In-direct Costs/Overhead Expenses

No project funds shall be used for administrative and/or overhead costs not directly attributable to the project. Indirect costs also include office expenses attributable to managing an office including photocopies, postage, telephone charges, utilities, facilities, educational materials, and general office supplies. Administrative and/or overhead expenses shall equal 10% or less of the total project expenditures.

In-Kind/Matching Funds Required

Awardees are required to provide a minimum of 10% in-kind and/or matching funds of the Implementation Grant Program amount per year. In-kind and/or matching funds may be provided solely by the lead applicant or through a combination of funding sources.

Evaluation Expenses

Implementation Programs are required to budget a minimum of 10% total project expenditures for Evaluation Expenses. Evaluation expenses may include time spent performing data collection, analyzing data, or preparing reports.

Equipment and Renovation Expenses

No LICN Program grant funds may be used for the lease/purchase of land, buildings, or new construction. Equipment purchases, expansions of current facilities, and/or renovation or remodeling of current facilities may be considered under this initiative.

VI. AWARD METHODOLOGY

Implementation Program Grant applications will be reviewed and scored based upon the following criteria:

- 1) Project Narrative (50% in total)
 - Statement of Need (5%)
 - Target Population (10%)
 - Proposed Project/Approach (20%)
 - Organization and Staffing (15%)
- 2) Implementation Work Plan (15%)
- 3) Budget (15%)
- 4) Logic Model (5%)
- 5) Data Collection and Evaluation Method (10%)
- 6) Letters of Commitment/ Support (5%)

The foregoing criteria are for general guidance only. The Governing Board will award Grants based on the applications the Governing Board determines, in its sole discretion, are in the best interest of CMSP and the Governing Board.

Grant applications which, in the Governing Board's sole discretion, are deficient, are not competitive, are non-responsive, do not meet minimum standards or are otherwise lacking in one or more categories may be rejected without further consideration.

The application process is competitive and not all applications may be funded or funded in the amounts requested. All applications will be ranked in order of their ability to promote timely delivery of necessary medical, behavioral health and support services to locally identified target populations, to link these populations to other community resources and support, and to improve overall health outcomes for these target populations.

An applicants' Implementation Grant proposal must achieve a minimum score of 85% and must achieve a ranking, in comparison with all other submitted proposals, that merits funding approval.

VII. GRANT PROPOSAL FORMAT AND REQUIREMENTS

A. Implementation Program Grant Cover Sheet

Please include the applicant name(s), CMSP count(ies) to be served, address, telephone, and email contact information.

B. Project Summary

Describe the proposed project concisely and include the following items:

- 1) Project goals
- 2) Project objectives
- 3) The project's overall approach (including target population and key partnerships),
- 4) Any prior efforts to address the target population,
- 5) Any previous applicant experience working with CMSP,
- 6) Anticipated outcomes and deliverables,
- 7) The project's sustainability plan once the grant has ended.

C. Implementation Program Grant Proposal Narrative

This document is not to exceed 10 pages and must include:

- 1) Clear Statement of Problem or Need Within Community

All Implementation Programs should focus on identified needs of one or more eligible target populations within the community. Please describe the target population, and any sub-populations, to be served in the proposed project. Define the characteristics of the target population and discuss how the proposed project will identify members of the target population. Please include the total estimated number of individuals your organization will serve each year over the three-year grant period. Include background information relating to the proposed CMSP county or counties to be served, unique features of the community or communities, and other pertinent information that helps explain the problem or need within the community.

Please identify current sources of health and behavioral health care for the target population(s), strengths in the health care delivery system, and existing or foreseen challenges in the delivery system. Applicants should use county-level and/or community-level data and other relevant data to demonstrate need.

- 2) Description of Proposed Project

Provide a summary of current and prior efforts to address the needs to the target population(s). Also, describe the range of project activities to be performed that will meet the remaining needs of the target population.

All activities discussed should correspond with the items listed in the *Logic Model* (see Section VII. D. below) and the *Implementation Work Plan and Timeline*. This section should be used to clearly describe steps necessary for program development efforts to be effectively undertaken and for program implementation to be carried out. This section should also describe which one or more of the following core LICN Program components will be incorporated into the program:

- Local-level Care Management
- Continuity of Care
- Linkages to Enabling Services
- Disease Management

Using the Required Form noted below, create a workplan and timeline for completion of all implementation, contracting, consultant/staff recruitment, evaluation, reporting, and sustainability planning activities.

The required form, "Implementation Work Plan and Timeline" is available as an Excel spreadsheet for download on the [LICN library](#).

3) Description of Planning Efforts

Provide a detailed description of how your organization is adequately prepared to implement this project. List any programmatic changes the organization will need to make or objectives that will need to be met before grant program can be implemented

4) Organization and Staffing

This section should describe and demonstrate organizational capability to implement, operate, and evaluate the proposed project. Additionally, information provided should clearly delineate the roles and responsibilities of the applicant organization(s) and key partners and include the following:

- An organizational chart and description of organizational structure, lines of supervision, and management oversight for the **proposed project**, including oversight and evaluation of consultants and contractors.
- Identification of a project manager with day-to-day responsibility for key tasks such as leadership, monitoring ongoing progress, preparing project reports, and communicating with other partners; and,
- The roles, qualifications, expertise, and auspices of key personnel.
- Describe the lead agency and all key partner roles within the delivery system.
- Identify additional organizations and/or agencies with which the lead agency wishes to establish relationships with through the implementation process.
- Identify any staff that will need to be recruited and hired upon Project inception.

The organizational chart should only include staff, key partners, and additional partners to be recruited for the proposed project.

5) Sustainability Planning

Awarded Implementation Grant projects will be required to produce a sustainability plan during the second year of the grant. Please outline initial ideas about how some or all the proposed grant activities can be sustained into the future after grant funding ends.

- What organization or funding sources will the applicant utilize after the three-year grant period ends?
- What key partners will assist in sustaining this project effort?
- Will the project rely on any state-funded programs such as CalAIM to support its continuation?

D. Logic Model

This document may not exceed 2-pages.

All applicants are required to submit a logic model. A logic model is a series of statements linking target population conditions/circumstances with the service strategies that will be used to address those conditions/circumstances, and the anticipated measurable outcomes. Logic models provide a framework through which both program staff and the TA consultant can view the relationship between conditions, services, and outcomes. All logic models should include a description of the 1) target population; 2) program theory; 3) activities; 4) outcomes; and 5) impacts. All logic models should include **quantifiable** outcome measures as detailed in the logic model resource.

The required form, "Implementation Logic Model" is available as a word document for download in the [LICN library](#).

E. Data Collection and Reporting

All applicants shall present a plan for data collection, analysis and reporting that specifies data to be collected and/or retrieved and reported, and how that data set will be used to document the outcomes and impacts expected to be achieved through the Program, as described in the Logic Model. This data set should include demographic data in addition to the project's chosen data sets. Examples of demographic data points could include age, gender, nationality, income-level, and geographic distribution. If awarded, each Project will be required to report upon this core set of data elements.

F. Budget and Budget Narrative

Complete the "Required Form: Implementation Grant Budget and Budget Narrative." The budget narrative must detail expense components that make up total operating expenses and the source(s) of in-kind and/or direct matching funding. Please describe all administrative costs and efforts to minimize use of project funds for administrative and overhead expenses. No project funds shall be used for administrative and/or overhead costs not directly attributable to the project. Administrative and/or overhead expenses shall not exceed ten percent (10%) of total project expenditures. In the Budget Narrative, briefly explain any expenses whose purpose may be ambiguous to a reviewer.

The required form, "Implementation Grant Budget and Budget Narrative" is available as an Excel spreadsheet for download on the [LICN library](#).

Please note, prior to contracting, the Governing Board reserves the right to request copies of the applicant's most recent audited financial statements.

H. Letters of Commitment or Memorandums of Understanding

Letters of Commitment are required from all key partners and will be utilized in scoring. Letters should detail the key partner's understanding of the proposed Implementation Program and their organizations' role in supporting or providing direct services. Implementation Programs must have support, as demonstrated by either Letters of Commitment or Memorandums of Understanding, from at least 1 local hospital and 1 primary care provider such as a clinic, private practice physician, or physician group. If the application organization is a hospital or primary care provider, it does not need to obtain a Letter of Commitment from another hospital or primary care provider or find another partner to fill this role.

In addition, Implementation Program Grants must have support, as demonstrated by either Letters of Commitment or Memorandums of Understanding, of at least 2 of the following CMSP county agencies or departments: Health/Public Health, Social Services/Welfare, Mental Health, Drug and Alcohol Services, and Probation. Implementation Program Grants serving more than one CMSP county will need to obtain the minimum of two Letters of Commitment or Memorandum of Understanding from CMSP county agency or departments within each county to be served.

Finally, the lead agency applicant should have the support of other local providers of safety-net services. Additional Letters of Commitment or support from other interested agencies and stakeholders may be provided.

All letters of commitment or support must be submitted as a part of the application. Any letters submitted outside of the application will **not** be considered in scoring the application.

A suggested Letter of Commitment template "Implementation Letter of Commitment Template" is available for download on the [LICN library](#).

VIII. APPLICATION INSTRUCTIONS

A. All Grant applications must be complete at the time of submission, must follow the required format and use the forms and examples provided:

- 1) The type font must be Arial, minimum 11-point font.
- 2) Text must appear on a single side of the page only with margins at a minimum of 0.5."
- 3) Assemble the application in the order and within the page number limits listed with the Proposal Format & Requirements section.
- 4) Clearly paginate each uploaded document.

- B. All application documents and forms are available for download on the LICN library.
- C. The application must be signed by a person with the authority to legally obligate the Applicant.
- D. Submit all applications via email to grants@cmspcounties.org.

The following documents **must be submitted** to grants@cmspcounties.org:

- 1) Implementation Grant Cover Sheet
- 2) Grant Project Summary
- 3) Grant Project Narrative
- 4) Implementation Work Plan & Timeline
- 5) Implementation Grant Budget and Budget Narrative
- 6) Logic Model
- 7) Data Collection and Reporting
- 8) Letter of Commitment
- 9) Authorized Signature

Please note items 1 and 4-9 may be found on the LICN library.

- E. Do not provide any materials that are not requested, as reviewers will not consider those materials.
- F. The application period for Implementation Grants will begin on Tuesday, March 1, 2022, and end on **Wednesday, March 30, 2022, at 3:00 PM PST**. All grant applications must be complete and received at grants@cmspcounties.org by this deadline.

IX. APPLICATION ASSISTANCE

A. RFP Assistance Webinar Information

To assist potential applicants, Governing Board staff will conduct 2 RFP assistance webinars. Applicants are encouraged to participate in at least 1 of the webinars and to bring any questions they have regarding LICN Program requirements or the application process. Dates, times, and links to the webinars are as follows:

RFP Assistance Webinar

Friday, February 25, 2022, at 9:00 AM PST

<https://us06web.zoom.us/j/88006781774?pwd=djYvR3BINytoSThEUWFkZy84a1JjQT09>

Zoom Meeting Number: 880 0678 1774

Zoom Password: LICNAPPLY

RFP Assistance Webinar (repeated)

Friday, March 11, 2022, at 1:00 PM PST

<https://us06web.zoom.us/j/83409180147?pwd=enl1b1NnNGZkZy84a1JjQT09>

Zoom Meeting Number: 834 0918 0147

Zoom Password: LICNAPPLY

B. Frequently Asked Questions (FAQ)

CMSP staff will post a Frequently Asked Questions document to the LICN library following the first webinar and will update it following the second.

C. Letter of Intent (LOI)

The Governing Board requests that all likely grant applicants submit a Letter of Intent (LOI) to the Board. While the LOI is not required, receipt of an LOI from all likely applicants will assist the Governing Board in planning for application reviews and processing. Please submit the LOI no later than **February 25, 2022, 3:00 PM PST** to grants@cmspcounties.org. There is no required format or template for the LOI. In the LOI, likely applicants should state that they intend to apply for an Implementation Program Grant and provide the name of the CMSP county or counties they anticipate serving.

D. Project Contact Information

Please direct any questions regarding the RFP to:

Laura Moyer, Grants Administrator
CMSP Governing Board
1545 River Park Drive, Suite 435
Sacramento, CA 95815
(916) 649-2631 ext. 110
lmoyer@cmspcounties.org

X. GENERAL INFORMATION

- A. The Governing Board shall have no obligation to provide Grant funding or continue to provide Grant funding at any time.
- B. All applications become the property of the Governing Board and will not be returned to the Applicant unless otherwise determined by the Governing Board in its sole discretion.
- C. Any costs incurred by the responding Applicant for developing a proposal are the sole responsibility of the responding Applicant and the Governing Board shall have no obligation to compensate any responding Applicant for any costs incurred in responding to this RFP.
- D. Proposals may remain confidential during this process only until such time as determined by the Governing Board in its sole discretion. Thereafter, the Governing Board may treat all information submitted by a responding Applicant as a public record. The Governing Board makes no guarantee that any or all a proposal will be kept confidential, even if the proposal is marked "confidential," "proprietary," etc.

E. The Governing Board reserves the right to do the following at any time, at the Governing Board's sole discretion:

- 1) Reject all applications or cancel this RFP
- 2) Waive or correct any minor or inadvertent defect, irregularity, or technical error in any application
- 3) Request that certain or all Applicants supplement or modify all or certain aspects of their respective applications or other materials submitted
- 4) Modify the specifications or requirements for the Grant program in this RFP, or the required contents or format of the applications prior to the due date
- 5) Extend the deadlines specified in this RFP, including the deadline for accepting applications
- 6) Award, or not award, any amount of Grant funding to any Applicant

Appendix A Grant Terminology Glossary

Allowable Expense – an expense that is allowable per the terms of the RFP and aligns with goals and mission of the grant. It is ultimately up to the discretion of CMSP staff to determine what expenses are allowable or unallowable. Also see the Allowable vs. Unallowable Informational Resource.

Unallowable Expense – an expense that is unallowable per the terms of the RFP and does not align with the goals and mission of the grant. It is ultimately up to the discretion of CMSP staff to determine what expenses are allowable or unallowable. Also see the Allowable vs. Unallowable Informational Resource.

Indirect Cost (Overhead/Administrative Cost) – a cost that is not directly attributed to a single project cost but encompass multiple other costs that accrue while completing the project. This may include items such as rent and utilities, accounting and other program administration costs, legal expenses, Internet costs, and office supplies.

Direct Cost (Direct Service Cost) – a direct service expense that contributes to the success of a project. This may include direct expenses attributable to the project of a program manager's salary and fringe benefits, those of other direct service providers, subcontracted service providers, and travel, training or equipment costs directly related to the provision of services.

Equipment – a *single* item that costs \$5,000 or greater at the time of purchase.

Fringe Benefits – an Allowable Expense meant to cover the cost of an employee's benefits package. This may include worker's compensation, vacation, sick time, etc.

Matching/In-Kind Funds – a portion of the project or program costs not covered by funds to be awarded by the CMSP Governing Board, and therefore covered or contributed by another funding source.

Key Personnel – any project staff that will be paid out of the potential grant funding and/or will be directly contributing to the success of the project.

Key Partner – any organization whose contributions to the project are necessary for successful project implementation. Key partner contributions may include collaboration, shared resources or shared talents.

Sub-Contractor/Sub-Awardee – a contract administered by the Prime/Lead applicant to provide funding to another organization or independent contractor/consultant.

Prime/Lead Applicant – the applicant who will act as the primary contact for all CMSP communication and is responsible for completing all necessary grant administrative duties.

Grant Agreement – an agreement with the CMSP Governing Board setting forth the terms of the award and the obligations of the grantee. Awarded applicants are required to execute a Grant Agreement to receive grant funding.

Project Period – the term of the Grant Agreement (i.e., commencing the effective date of the Grant Agreement and ending the expiration or termination date of the Grant Agreement.

Authorizing Official – the applicant’s authorized representative that has been duly authorized by the applicant to execute the Grant Agreement on behalf of the applicant. This is typically the Chief Executive Officer or Agency Director.

Budget Revision – a formal change in the originally submitted budget spend-down plan. Any budget revision over 5% of the total costs must be approved by CMSP staff in writing prior to implementation.

Budget Roll-over – the carry-over of unobligated funds from one budget period to the subsequent budget period.

Letter of Intent (LOI) – a letter submitted to CMSP prior to a grant due date stating the applicant intends to apply.

Letter of Support/Commitment – a letter included in the grant application from an organization or county, other than the lead applicant, expressing support or commitment to the project. Also see Letter of Support Template.

Memorandum of Understanding (MOU) – a document describing an agreement that two or more parties have reached.

No-Cost Extension – Any extensions must be approved in writing by the Governing Board, including No-Cost Extensions.

Appendix B

USE OF GRANT FUNDS

1. Use of Grant Funds. Grantee shall use the Grant Funds solely for the purpose to performance of the Project.

2. Allowable Expenses. Grant Funds may be used to fund allowable expenses. Grantee shall provide Board with reasonable proof that Grantee has dedicated the Grant Funds to allowable expenses. Allowable expenses must be *appropriate, necessary, reasonable and applicable to the Grant Program* and may include but are not limited to:

- Costs that comply with the limitations of the Grant Agreement as well as other applicable federal, state, and county laws and regulations
- Costs that are accounted for consistently and in accordance with generally accepted accounting principles
- Rental or purchase of necessary equipment, expansions of current facilities, and/or renovation/remodeling of current facilities
- Speaker fees for services rendered
- Purchase of supplies for scheduled training if the supplies are received and used during the budget period
- Food and non-alcoholic refreshments for scheduled training events up to \$15 per individual total for the duration of the Project when justified as an integral and necessary part of a training event (i.e., a working meal where business is transacted)
- Food and non-alcoholic refreshments for client incentives up to \$15 per individual total for the duration of the Project when justified as an integral and necessary part of the Project
- Gift Cards and Gas Cards or Vouchers up to \$30 per client total for the duration of the Project when justified as an integral and necessary part of the Project
- Stipends for non-salary employees**
- Travel costs for both patients and staff. Travel shall be limited to the relevant days plus the actual travel time to reach the destination location by the most direct route and shall not include first class travel. Local mileage costs only may be paid for local participants. No per diems for meals or lodging shall be included.
- All or part of the reasonable and appropriate salaries and benefits of professional

personnel, clerical assistants, editorial assistants, and other non-professional staff in proportion to the time or effort directly related to the Project

- Medical Supplies
- Conferences and trainings, including necessary recording of proceedings, simultaneous translation, and subsequent transcriptions
- IT Expenses

** All expenses must be comprised in a budget previously approved by Board staff.*

***Common stipend recipients include Clinical Interns, Volunteers or Community Partners.*

3. Unallowable Expenses. Grant Funds shall not be used to fund unallowable expenses. Grantee shall refund to the Board any Grant Funds expended for unallowable expenses. Unallowable expenses include but are not limited to:

- Alcohol
- Bad debt expenses
- Defense and prosecution expenses, including but not limited to prosecuting claims against the Board or defending or prosecuting certain criminal, civil or administrative proceedings and related legal fees and costs
- Entertainment costs (unless specifically written into the budget and approved by the Board), including costs of amusement, diversion, social activities, ceremonials, and related incidental costs, such as bar charges, tips, personal telephone calls, and laundry charges of participants or guests
- Fines and penalties
- Traffic citations, including but not limited to parking citations
- Fundraising or lobbying costs
- Advertising (unless specifically written into the budget and approved by the Board)
- Memorabilia or promotional materials
- Honoraria or other payments given for the purpose of conferring distinction or to symbolize respect, esteem, or admiration
- Goods or services for personal use, including automobiles housing and personal living expenses or services
- Per diem or expenses for participants in a scheduled training event

- Investment management fees
- Losses on other sponsored projects
- Lease/purchase of land, buildings, or new construction
- Firearms
- Signing and Retention Bonuses
- Membership dues, including but not limited to memberships in civic, community or social organizations, or dining or country clubs
- Direct legal fees and costs incurred in development and implementation of the Project provided by individuals who are not employees of Grantee.***

4. Determination of Allowable and Unallowable Expenses. It is recommended that expenses be included in Grantee's budget with sufficient detail and that such budget is approved by Board staff prior to expenditure or, alternatively, expenditures be otherwise approved by the Board staff prior to expenditure. The Board shall determine whether an expense is an allowable or unallowable expense as provided in this Agreement. The Board's determination shall be in its sole discretion and shall be final.

****Such direct legal fees and costs that are both appropriate and reasonable may be included in Grantee's administrative and/overhead expenses directly attributed to the Project as set forth in Section 2.D of the Agreement.*

Appendix C

Data Collection Guide

All potential applicants are **required** to track demographic data within their core data set. Examples of potential demographic data measures include:

1. Race or Ethnicity
2. Age Range
3. Gender or Gender Identifier
4. Income Level
5. Geographic Distribution within County

In addition to demographic data, projects should collect additional data that will help assess project progress and success. Below are suggested data sets of common LICN themes and projects. These data sets *are not* required but can be used as a helpful tool if your organization is struggling to determine what information to collect.

If your project focuses on securing housing and improving respite care:

- Number of individuals experiencing homelessness
- Number of client referrals and where they come from
- Number of clients who received permanent housing
- Number of hospitalizations
- Percent reduction in hospital re-admission rates compared to baseline
- Number of emergency department visits and/or percent reduction
- Number of participants in temporary housing and duration of their stay
- Number of linkages to community resources

If your project focuses on improving linkages to enabling services and providing case management:

- Number of client referrals and where they come from
- Type of services clients are seeking
- Number of clients receiving case management
- Number of linkages to community resources
- Number of clients screened for behavioral health, substance abuse, medical treatment or other needs
- Number of clients establishing and/or maintaining primary care, specialty care, substance use services, behavioral health services or other referred services
- Number of individuals acquiring Medi-Cal, CalFresh, or disability or retirement benefits

LICN Implementation Grants
Informational Resource

If your project focuses on care coordination through improving client transportation:

- Number of client referrals
- Type of services clients require transport for
- Average travel time to appointments
- Cost of miles per transport
- Average wait time between initial client contact and provider visit
- Number of linkages to community resources
- Number of provider visits required per client
- Commonly reported barriers to transportation

Other common data metrics that can be applied to most projects include:

- No-show rates for services
- Health status indicators
- Patient testimonials
- Key Partner meeting minutes
- Number of outreach materials created and distributed
- Number of in-person connections made with target population members
- Number of digital connections made with target population members
- Number of health professionals trained (and type of training provided)
- Responses from client or health professional surveys
- Client satisfaction rating

LICN-047

EXHIBIT C
APPLICATION
GRANTEE'S APPLICATION

**IMPLEMENTATION GRANT COVER SHEET
CMSP Local Indigent Care Needs Grant Program**



1. CMSP County or Counties to be Served: Inyo County
2. Project Title: LICN Shared Mobile Clinic

3. Funding:	Year 1	Year 2	Year 3	Total
Requested Grant Amount:	\$400,000	\$132,927	\$116,611	\$649,538
In-Kind or Matching Funds:	\$249,355	\$76,449	\$93,849	\$419,653
Project Totals	\$649,355	\$209,376	\$210,460	\$1,069,191

4. Lead Applicant:
 Organization: Inyo County Health and Human Services Tax ID Number: 95-6005445
 Applicant's Director/Chief Executive: Marilyn Mann
 Title: Director of Health and Human Services
 Applicant's Type of Entity (Specify county or non-profit): County
 Address: 1360 N. Main St
 City: Bishop State: CA Zip Code: 93514 County: Inyo
 Telephone: 760-937-1253760-873-3305
 Director Email: mmann@inyocounty.us

5. Primary Contact Person (Serves as lead contact for the project):
 Name: Meaghan McCamman
 Title: Assistant CAO
 Organization: Inyo County
 Address: 1360 N. Main St
 City: Bishop State: CA Zip Code: 93514
 Telephone: 760-937-1253
 Email address: mmccamman@inyocounty.us

6. Secondary Contact Person (Serves as alternate contact):
 Name: Anna Scott
 Title: Assistant HHS Director
 Organization: Health and Human Services
 Address: 1360 N. Main St
 City: Bishop State: CA Zip Code: 93514
 Telephone: 760-873-3271
 Email address: ascott@inyocounty.us

7. Financial Officer (Serves as Fiscal representative for the project):
 Name: Melissa Best Baker
 Title: Senior Management Analyst
 Organization: Inyo County Health and Human Services
 Address: PO Drawer H
 City: Independence State: CA Zip Code: 93526
 Telephone: 760-878-0232
 Email address: mbestbaker@inyocounty.us

8. Technical Assistance Needs (Prioritize the top 3 Technical Assistance needs you have in regards to undertaking an Implementation Grant by placing a 1, 2 and 3 below):

1 Data Development and Analysis

3 Budgets and Finance

2 Identifying Best Practices

_____ Determining Organizational Capacity

_____ Collaboration

_____ Developing program goals, objectives,
and metrics for program evaluation

_____ Other (please describe below):



Inyo County LICN Mobile Clinic Project Summary

Project Goals

The goals of Inyo County's LICN Project "Shared Mobile Clinic Collaborative" include the following:

- Facilitate access to necessary health care services, especially to residents with complex health conditions that have transportation challenges and live in Inyo County's most remote communities.
- Facilitate linkages from inpatient care to appropriate outpatient care.
- Support the expansion of services and market share for Inyo County-based providers, including Southern Inyo Healthcare District (SIHD) and Toiyabe Indian Health Project (TIHP), thereby enhancing their fiscal viability.

Project Objectives

- We will increase ease of access to health care services in Inyo's most remote communities by acquiring a mobile clinic for shared use between Southern Inyo Health Care District, Toiyabe Indian Health Project, and, on occasion, Inyo County Public Health. Between these entities, every one of southern Inyo's remote communities will be served by the mobile clinic unit. By bringing care to outlying communities, we expect that SIHD and Toiyabe Indian Health Project will increase their patient count from outlying communities by at least 10% by the end of year 2, to a total of 319 unduplicated patients from the target region.
- Southern Inyo Rural Health Clinic and Toiyabe Indian Health Project will outreach to their existing patients who live in the target communities, and will offer them an appointment for a mobile clinic visit. By providing care in each community, we expect that the number of patient visits from target communities will increase by at least 25% to 950 visits by the end of year 2 and 35% to a total of 1025 visits by the end of year 3.
- Southern Inyo Health Care District, the local Critical Access Hospital, will proactively schedule patients from the target area discharged from inpatient care for a mobile clinic visit in their home community. 100% of discharged inpatients will be offered a follow up appointment in their home community within 90 days via mobile clinic.

Overall Approach

The target population for this project includes adults with complex health or behavioral health conditions that have housing and/or transportation challenges which impede their ability to obtain necessary health care services; and adults that need follow up specialty services and/or other support services following an inpatient hospital stay. Specifically, we are targeting Inyo County residents who meet these specifications and live in the tiny communities with no health care services that are scattered in the remote areas of southern Inyo County.

Using the LICN Shared Mobile Clinic Implementation grant, Inyo County Health and Human Services will purchase a mobile clinic unit and execute an agreement with Southern Inyo

Healthcare District (SIHD) to use the mobile clinic to provide primary care and preventive services to Inyo County's small outlying communities. At the beginning of the program, SIHD will use their existing clinical staff from SIHD's rural health clinic (RHC), with hopes of growing the mobile clinic unit program and hiring dedicated staff over time. Limited specialty care, including regenerative medicine to treat chronic pain and joint issues, and pediatric care, may be made available via the mobile unit as well, dependent upon the RHC staff availability and the need in the target communities. SIHD commits to serving each of the 10 target communities at least once per quarter/4 times per year, and utilizing the mobile clinic to provide primary care and preventive services at least one day every other week, for the first three years of the program. After the first three years, SIHD will continue to provide services in outlying communities, but will have more flexibility in determining the cadence of visits based on the sustainability plan that will be developed in year 2 of the grant.

Approximately 12% of Inyo County's population is Native American, and the outlying geographic area that we are targeting for the mobile clinic project includes the Timbisha Shoshone reservation. Under the shared mobile clinic program, Toiyabe Indian Health Project (TIHP) will also have access to the mobile clinic unit in order to serve their patient population in southern Inyo County. The terms of sharing the mobile clinic between the two providers were negotiated and an agreement was drafted as a part of the LICN Planning Grant. SIHD is responsible for maintaining the clinic and scheduling regular visits to all outlying communities, and TIHP will have the right to access and use the mobile clinic upon request for a minimum of two days per month. TIHP will pay a reasonable daily rate to SIHD for use of the mobile clinic based on cost of maintaining and equipping the unit. Inyo County Public Health will also have the right to use the clinic, upon request, for immunization drives, a minimum of four days per year, and will be charged the cost-based daily rate to cover maintenance.

Using the mobile clinic, SIHD and TIHP will be able to bring primary care, hospital follow up care, and potentially some limited specialty services to remote communities to serve residents with complex health care needs and transportation challenges. They will perform active outreach to existing patients from these communities, and will advertise widely to bring in new patients. The mobile clinic unit will benefit patients who do not have to travel for health care, and will also help SIHD and TIHP gain market share and reduce the need for residents to travel out-of-county for health care, thereby increasing their fiscal stability.

The mobile clinic will also target adults that need follow-up services following an inpatient hospital stay. SIHD is a critical access hospital with 4 acute care inpatient beds and 2 swing beds, with plans to increase inpatient capacity in the future. When discharging patients from the target geographic region from an inpatient stay, SIHD staff will offer a mobile clinic appointment to during the next mobile visit to the patient's hometown. For TIHP patients, SIHD will alert TIHP to schedule the patient during the next TIHP mobile visit. Our goal is that 100% of hospital discharged patients from the target region will be offered a follow-up appointment from the mobile clinic within 90 days, in their home community. The goal is to support symptom management, medication compliance, adherence to treatment plans, lifestyle changes, and to provide appropriate and timely referral to services for all discharged patients.

Any Prior Efforts to Address the Target Population

Prior to October 2018 an FQHC had a satellite clinic on the far end of Death Valley, in Shoshone, CA. The clinic in Shoshone served as the health care hub for several of our most remote communities, including Shoshone, Tecopa, and Furnace Creek. Unfortunately in 2018 the clinic shut its doors, leaving the entirety of southeast Inyo without access to care. Since that time, the County has been seeking a way to bring health care services into the area. We have approached several FQHCs about potentially reopening the clinic in Shoshone, but due to the tiny population size, there is no ROI for providers to serve the area and no provider has been willing to do so. The LICN Planning Grant, and now Implementation grant, has been our first real opportunity to bring health care to southeast Inyo communities.

We are excited to partner with SIHD and TIHP, the only health care providers in southern Inyo, to serve our remote communities. Both SIHD and TIHP are in Lone Pine, which is 162 miles from Shoshone – still a long drive for Shoshone, Tecopa, Furnace Creek, and Timbisha Shoshone Reservation residents. With the mobile clinic funded under this grant, SIHD and TIHP will serve the smallest and most remote communities in Inyo County, making services available to those with health needs but transportation access challenges.

Any Previous Applicant Experience Working with CMSP

Inyo County had a Wellness and Prevention Pilot Project with CMSP that was completed in March 2021. The project's main accomplishments included the purchase and use of telemedicine and teleconferencing equipment for use throughout the county, which was used more than 5,000 times between the grant start date of April 1, 2017 and the grant end date of December 31, 2020. Of particular note is that 1,847.26 clinical hours of behavioral health therapy were offered via this CMSP- funded telemedicine equipment between the Grove St. clinic in Bishop and the County Jail.

Also with the Wellness and Prevention funds, Inyo County completed a needs assessment survey, county-wide asset map, and strategic plan, known as the Health and Wellness Roadmap. Based on the results of the in-depth community assessment, the Roadmap determined 3 priorities for HHS and our partners: 1) Mental Health Services; 2) SUD Services; and 3) Transportation and Access. We utilized the CMSP funds to provide mental health services via telemedicine, participated in a state-funded MAT program to provide SUD services, and are now trying to address Roadmap Priority #3, Transportation and Access to Services, utilizing the LICN. The LICN project proposal directly builds upon the strategic planning completed under the CMSP Wellness and Prevention grant.

Anticipated Outcomes and Deliverables

Anticipated outcomes of the proposed LICN Shared Mobile Clinic grant include:

1. Access to primary care services, chronic care management, some specialty care and preventive services will increase for residents of outlying communities as evidenced by:
 - a. From baseline (CY 2020), the number of patient visits from residents of target communities will increase by at least 25% by the end of Yr2 and 35% by the end of Yr3. In 2020, SIHD provided 321 primary care visits to residents of target communities, and TIHP provided 438, for a total of 759. By year 2, we expect a total of 950 visits from residents of target communities, a 25% increase. By year 3, we expect a total of 1,025 visits from target communities, a 35% increase.
 - b.

From baseline (FY 20/21), increase number of new patients from target communities who establish care at SIHD or Toiyabe by 10% by the end of year 2 to a total of 319 unduplicated patients from the target region.

Under the LICN Planning grant, both SIHD RHC and TIHP's patient origin data was analyzed to determine current utilization from the target communities. We also analyzed the population demographics of each community by age category, insurance status, and socioeconomic barriers to accessing care, including lack of transportation, and determined that approximately 418 residents of these outlying communities lack transportation, and there is an estimated "unmet need" for primary care totaling 2,461 unrealized visits.

If our LICN Implementation proposal is funded, HHS, SIHD, and TIHP will work together to purchase the mobile unit, outreach to the target population in Inyo's most remote communities, use the mobile unit to provide services in the remote communities, and track data as described in the Data Collection and Evaluation Method document.

2. 100% of patients from outlying communities who are discharged from SIHD inpatient care or transferred to SIHD from an out-of-area facility will receive a follow-up appointment via mobile clinic within 90 days of discharge.

SIHD serves as southern Inyo's only inpatient care facility, with 4 acute care beds and 2 swing beds. These beds only recently reopened for inpatient care after several years with no inpatient capacity, so this is a relatively new service line that SIHD hopes to grow into a true community service. Under the LICN grant, SIHD hospital staff will offer a mobile follow up appointment to every person from the target communities who is discharged from inpatient services. If the patient receives their primary care at Toiyabe Indian Health, SIHD will request a patient HIPAA release to share discharge information with Toiyabe so that the patient can get a mobile clinic appointment during the next Toiyabe visit to their local community.

In the last year, SIHD discharged approximately 40 inpatients from the target communities and facilitated 37 transfers of target community residents from other hospitals, including from UC Davis where SIHD has a formal agreement to provide follow up care. Under the model we are developing for this grant, 100% of the 40 SIHD discharges and 37 transfers would be linked to follow up care via the mobile clinic upon discharge.

3. Mobile clinic services will be refined during the grant period to reflect the specific patient needs from the target communities. Referrals to specialty services and/or referrals to receive follow up care in a traditional clinic setting will be tracked to inform future potential growth in mobile clinic services based on actual client need. Usage and referral data will be tracked and evaluated bi-annually for continuous improvement.

The Project's Sustainability Plan Once the Grant Has Ended

In year two, after a full year of data collection, we hope to hire Wipfli, LLP to run a financial model and advise on a realistic sustainability plan for the mobile clinic unit.

Under the LICN Planning grant, our first deliverable was to work with Wipfli, LLP on a financial pro forma to determine the fiscal viability of the shared mobile clinic model. In the

Wipfli financial pro forma, anticipated revenue and expenses were estimated for each participating health care provider under the assumptions of the operational plan. Wipfli also estimated a \$19,000 cash subsidy from the county and participating providers to help cover the cost of running and maintaining the mobile clinic. Based on the financial pro forma, SIHD was showing an annual income of \$30,275 from the mobile clinic at full deployment. TIHP, with fewer visits and long miles to drive, was estimated to see a shortfall of (\$26,326) at full deployment. Due to these projections which were developed during the LICN Planning process, the shared mobile clinic model changed from a true 50/50 shared model to one where SIHD owns and maintains the clinic, with TIHP having access on an as-needed, as-requested basis. SIHD has fully committed to continued use of the mobile clinic, with or without subsidy, beyond the grant term at an absolute minimum of 50 days per year, with hopes of substantially more use, and continued access for TIHP and Inyo County Public Health. We feel confident that the financial modeling that we did proactively under the LICN Planning grant positions our mobile clinic model for financial success and long term sustainability.

Implementation Program Grant Proposal Narrative

1. Clear Statement of Problem or Need Within Community

With over 10,000 square miles of land and a population of 18,000, Inyo's population density is 1.8 individuals per square mile – the second lowest population density in California, spread over the second largest county. Just over 14,000 of the total 18,000 people live in the Bishop area in northern Inyo, and services, including health care services, are clustered in Bishop. The town of Lone Pine (pop. 2,000) serves as the hub of southern Inyo County, and has a critical access hospital, rural health clinic, and Indian health clinic, which are the only health care services outside of Bishop. Throughout southern Inyo County, there are residents living in remote desert communities up to 4 hours away from Lone Pine's health care facilities, many of whom are low income, elderly, and struggle with transportation.

As a part of our LICN planning grant, we completed a census of southern Inyo's small, remote, unserved communities. We found that the populations tend to be older than average, with low incomes, and even include community members without access to transportation – despite living hours away from any services. Even those community members who do have transportation must travel 1 hour to 4 hours each way to reach care in Lone Pine. Our hope is to bring health care to those distant communities and serve especially those who suffer from transportation challenges in reaching care.

Table 1: Priority Community	Miles to Lone Pine	Total Pop (2010)	65+ Pop	Uninsured Pop	No Trans.
Cartago	20 miles	88	29	0	0
Olancha	23 miles	181	56	21	0
Keeler	14.7 miles	63	19	0	0
Darwin	38 miles	43	13	0	0
Pearsonville	57.1 miles	11	4	3	0
Homewood Canyon	94.7 miles	43	13	11	0
Trona	99.6 miles	1525	318	115	365
Furnace Creek*	105 miles	20	3	0	47
Timbisha Shoshone Reservation	105 miles	24	6	-	-
Shoshone	162 miles	24	5	0	0
Tecopa	172 miles	141	31	4	6
TOTAL POP		2163	497 (22%)	151 (6%)	418 (19%)

**Furnace Creek estimates include seasonal employees of park service concessionaire that are not included in population.*

Our target population for this grant includes “adults with complex health or behavioral health conditions that have housing and/or transportation challenges which impede their ability to obtain necessary health care services” and “adults that need follow up services following an inpatient hospital stay.” The total population of the target geographic area and all priority communities is 2163 people and about 19% of those individuals have no transportation, 22% are over the age of 65, and 6% are uninsured.

We are lucky in Inyo County to have two strong critical access hospitals with associated rural health clinics, and an Indian Health Center. The nearest Inyo County-based healthcare provider to the target communities is Southern Inyo Healthcare District (SIHD) in Lone Pine (though

some communities may be closer to Ridgecrest, CA in Kern County, or Pahrump, NV), and for the Native American population, Toiyabe Indian Health Project's Lone Pine location (TIHP). Our goals under this program are to address transportation barriers to accessing care for our outlying communities, and to facilitate linkages from inpatient care to outpatient care, but also to support the expansion of services, market share, and fiscal viability for Inyo County Health Care providers.

SIHD recently licensed 4 acute care beds and two swing beds, and hopes to grow their acute care capacity in future years. It's important to note that a critical access hospital is required under that designation to maintain no more than 25 inpatient beds. With just four beds, SIHD is not just a critical access hospital, but is a very tiny one. With a mobile clinic program coming in at the ground floor, and very small, community-oriented inpatient care program, our hope is to make the mobile clinic an integral part of the continuum of care for these outlying communities and provide ongoing connection between residents and their local hospital.

The growth of services in the area will address existing unmet patient need. Under the LICN Planning Grant, we analyzed patient origin data to determine how many residents are receiving care in existing Inyo County-based clinics today.

Priority Community	Total Pop (2010)	SIHD Visits	TIHP Visits	Unmet Demand
Cartago	88	2	5	133
Olancha	181	254	159	0
Keeler	63	27	85	0
Darwin	43	35	65	0
Pearsonville	11	0	0	17
Homewood Canyon	43	0	0	59
Trona	1525	0	16	2008
Furnace Creek*	20	0	75	0
Timbisha Shoshone Reservation	24	0	0	30
Shoshone	24	0	0	27
Tecopa	141	3	3	187
TOTAL POP	2163	321	408	2461

As tables 1 and 2 show, the outlying communities of southern Inyo County struggle from a lack of access to care due to transportation and geographic challenges, and have unmet demand for services that we hope to address with this grant.

2. Description of Proposed Project

The target remote communities in southern Inyo lay within the catchment area of Southern Inyo Hospital District (SIHD) and the reservation lands of the Timbisha-Shoshone Tribe are within Toiyabe Indian Health Project's (TIHP) catchment. Serving both reservation lands and non-reservation lands is important, but having multiple mobile clinics is not tenable with such tiny populations and small health care providers. For this reason, a partnership was formed to share a single mobile clinic between the two health care entities, SIHD and TIHP, and Inyo County Public Health, which provides immunizations, screenings, and other public health services throughout the county.

Using LICN Implementation grant funds, Inyo County will purchase a mobile clinic van and lease the mobile clinic van to SIHD for a negligible cost. SIHD, along with the other two project partners, TIHP and Inyo County Public Health, will all utilize the mobile clinic unit to provide health care services to the most remote communities of Inyo County.

SIHD will take possession of the mobile unit and be responsible for maintenance and repairs, upgrades and necessary improvements, cleaning and sanitizing, and everything else necessary to keep the mobile unit in good condition. SIHD will be responsible for scheduling the mobile clinic and ensuring that both Toiyabe and Inyo County Public Health have access to the mobile unit a specified number of days, upon request, to serve their respective target populations and geographic areas. Each entity will be responsible for creating their own patient appointment schedules during the days that they have use of the clinic unit.

SIHD serves as the region's emergency department, skilled nursing facility, and, in cases where the level of needed services outstrips the hospital's ability to provide services, manages the transfer of the patient to other facilities, and manages patient follow up care upon their return. SIHD is uniquely positioned to ensure that clients from outlying areas are linked to follow-up care via the mobile clinic upon discharge from the hospital or transfer from an out-of-area hospital. SIHD will serve a care coordination role by proactively linking patients discharged from inpatient care to mobile follow-up care via SIHD rural health clinic or Toiyabe Indian Health Project. When a patient whose home address is in one of the target communities is discharged from SIHD, existing SIHD scheduling staff will offer that patient an appointment during the mobile clinic's next visit to their town as a follow-up. The mobile clinic follow up will either be with SIHD's RHC staff, or TIHP, based on patient preference and mobile clinic schedule. If the patient prefers a TIHP visit, SIHD will refer the patient to TIHP for scheduling their mobile visit. In this way, SIHD will meet the continuity of care program component for the LICN grant, facilitating linkages across the continuum of care, specifically inpatient care to appropriate outpatient care. SIHD will use existing staff to provide this linkage, which will be possible due to their very small inpatient bed count of four acute beds and two swing beds. In the last year, SIHD discharged approximately 40 inpatients from the target communities and facilitated 37 transfers of target community residents from other hospitals, including from UC Davis, which has a formal agreement with SIHD to provide follow up care. Under the model we are developing for this grant, the 40 SIHD discharges and 37 transfers would be linked to follow up care via the mobile clinic upon discharge.

In exchange for the mobile unit, SIHD agrees to meet specific minimum requirements to ensure the unit remains in use for the intended purpose. SIHD will use the mobile clinic to provide services in small outlying communities throughout the service area. The scheduling and cadence of visits is up to SIHD, but at a minimum SIHD shall serve each of the target communities (listed in tables 1 and 2), a minimum of 4x per year, once per quarter, with each visit at least 4 hours in duration, until at least the end of 2025. In addition, SIHD agrees to use the mobile clinic at least one day every other week through the end of 2025 to serve patients in the target communities, though they have the option of which communities to visit. We expect that SIHD will provide a greater number of visits to larger and closer target communities such as Olancho, Cartago, and Trona, but every community in southern Inyo is guaranteed a minimum of a visit every 90 days under this plan, through the end of 2025.

Starting in 2026, SIHD has more flexibility to adjust the schedule as necessary to implement the mobile clinic sustainability plan while continuing to meet the needs of southern Inyo's communities while using the mobile clinic a minimum of 50 days per year. The sustainability plan will evaluate patient demand per mile driven and will prioritize services to communities with

a positive return on investment for SIHD. There will be no requirement under the LICN grant to provide a certain number of visits to specific communities, but from years 2026 and forward, SIHD will commit to using the mobile clinic to provide services to a target community no less than 50 days per year. This is an absolute minimum usage under the contract, but SIHD hopes to use the clinic more often, if patient demand and clinical staffing allows. We have built in a low minimum bar in order to give our rural health care district maximum flexibility to work within the constraints of provider availability and financial viability. However, SIHD and Inyo County fully expect the clinic to be used more often than this bare contractual minimum. If SIHD does not meet obligations under this contract to the satisfaction of Inyo County HHS, the County has the right to seek a new clinical partner to manage and run the Mobile Clinic project. The mobile clinic will continue to be used as required under section C.4. of the LICN Implementation Grant Agreement for the purpose of providing health care services to Inyo County's outlying areas.

To illustrate the potential use of the mobile clinic below is a DRAFT/EXAMPLE monthly clinic schedule:

December 2022:

Monday	Tuesday	Wednesday	Thursday	Friday
			1 SIHD Drive to Shoshone (3.5 hours) Shoshone clinic (4 hours)	2 SIHD Drive to Tecopa (1/2 hour) Tecopa clinic (4 hours) Drive to Lone Pine (4 hours)
5 No Use	6 No Use	7 TIHP Drive to Timbisha Shoshone Reservation (3 hours) Clinic (4 hours)	8 TIHP Clinic (4 hours) Drive to Olancha (4 hours)	9 TIHP Olancha Clinic (4 hours) Drive to Lone Pine (1/2 hour)
12 SIHD Drive to Keeler (1/2 hour) Keeler clinic (2 hours) Drive to Darwin (1.5 hours) Darwin Clinic (2 hours) Drive to Trona (1 hour)	13 SIHD Trona clinic (4 hours) Drive to Pearsonville (1 hour) Pearsonville clinic (2 hours) Drive to Lone Pine	14 No Use TIHP submits notice for March, 2023 clinic dates.	15 No Use	16
19 No Use	20 Inyo HHS Drive to Olancha (1/2 hour) Olancha IZ clinic (4 hours) Drive to Lone Pine (1/2 hour)	21 No Use	22 No Use	23 No Use

SIHD will utilize existing clinical staff of their Rural Health Clinic to staff the mobile clinic on a rotating basis. Under the direction of Medical Director Dr. Jules Silver, the mobile clinic will be staffed with a medical assistant, a driver, and either a physician or a nurse practitioner. There are four medical assistants, six physicians, and three FNPs in the mobile clinic staffing rotation, including a psychiatrist and physicians with an X waiver who will be able to prescribe medication assisted treatment for substance use disorder services. In addition, SIHD hopes to begin offering specialty care via the mobile clinic, once a base patient relationship has been

established at each site. Targeted specialties include regenerative medicine for chronic pain and joint issues, and pediatric services.

SIHD has hopes of acquiring a fully outfitted mobile clinic that includes a variety of diagnostic tools in order to bring a breadth of services to the outlying areas of Inyo County. A mobile clinic funded under this grant, if awarded, should have the following basic specifications in order to facilitate primary care and preventive care services:

- a large diesel engine to manage the long miles and rough terrain of Southeast Inyo;
- 2 exam rooms;
- A generator plus backup and potentially solar capability;
- Wheelchair accessible;
- With awning/shade outside;
- Lab needs: blood draw, fridge, microscope, biohazard;
- Pharmacy dispense: fridge, IZ freezer (ultracold) locking cabinet.

Ideally, SIHD would like to be able to provide some additional diagnostic services via the mobile clinic. A “wish list” of after market additions that could facilitate expanded diagnostic services include:

- Bedside echocardiogram;
- Sonography;
- Mammography;
- X ray.

If awarded, our plan is to use LICN grants to purchase a mobile clinic that includes all of the basic specifications, which is expected to cost approximately \$400,000. Once the base clinic has been purchased, we hope to purchase as much of the “wish list” as possible using the remainder of Inyo County’s Whole Person Care 2.0 funds. Inyo County has set aside \$453,318.25 in Whole Person Care 2.0 funds to get the mobile clinic project off the ground, if awarded. The LICN proposal budget proposes to use \$117,754 of those funds to support the first year of mobile clinic operations, leaving \$335,564 in Whole Person Care funds to help purchase after-market diagnostic equipment or cover other mobile clinic costs, as needed. We also plan to approach the Medi-Cal Managed Care plans for grant funds to purchase some preventive diagnostic equipment for the mobile clinic unit. While SIHD has confirmed their willingness to operate at a basic primary/preventive care level if not all wish-list items can be supplied, it’s our hope to outfit this clinic with as many tools as we can to bring a variety of high-quality preventive and primary care to Southeast Inyo County.

SIHD will provide a report to Inyo County HHS semi-annually that describes the following:

- a. Dates, times, and locations of services,
- b. Number of service days by geographic location
- c. Type of service (primary care, preventive care, behavioral health, specialty care/type).
- d. Number of patients referred for additional follow-up care, and type of follow up care required. This metric will inform patient needs and potential additional care types that SIHD may want to offer as a part of the mobile clinic in the future. Number of existing patients served at each service date and location. Number of new patients served at each service date and location.

- e. Total patient visits from the target communities, with a goal of 950 visits by the end of year 2 and 1,025 visits by the end of year 3.
- f. Number of patients served after release from inpatient care.
- g. Percentage of patients offered an appointment within 90 days via mobile clinic after release from inpatient care or transfer after discharge from another facility.
- h. Percentage of patients seen via mobile clinic within 90 days after release from inpatient care or transfer after discharge from another facility.
- i. Unduplicated number of patients seen by the mobile clinic, and their geographic location, with a goal of 319 unduplicated patients per year minimum.
- j. Funds, if any, in the maintenance account.
- k. Full accounting of revenues and expenditures for mobile clinic operation.

During the first few years of operation, SIHD will receive operating subsidy from the LICN grant, while simultaneously tracking costs and expenditures in order to develop a fair and reasonable per-day cost of upkeep and ownership. Once that fair and reasonable cost is established at the end of year 3, the two other mobile clinic unit partners will rent the van paying a per-day usage fee equal to the cost. Under the agreement, Toiyabe has a right to rent the mobile unit, upon request, with choice of dates at 90 days notice to SIHD. Under 90 days notice will have negotiated dates with SIHD. Inyo County Public Health has the right under the agreement to rent the mobile unit a minimum of four days per year, upon request, with 90 days notice. When either partner uses the mobile unit, they will be expected to submit the same semi-annual reporting data to Inyo County.

We acknowledge that the minimum number of mobile clinic visits under this agreement (10 communities/4x per year, and minimum use of every other week) is not as much care as we would like to provide, and SIHD has a firm commitment to meet that minimum and exceed the minimum as much as possible. However, in an era where small rural hospitals are struggling to stay open,¹ one of our primary goals under this grant is to enhance the viability of SIHD, not endanger it. For this reason, we are building in a very reasonable minimum number of visits under the agreement, with a strong hope that SIHD finds it financially and operationally viable to utilize the mobile clinic significantly more often than the minimum requires. Similarly, we had entered the LICN Planning Grant process with TIHP as a full partner in the mobile unit. However, the financial analysis performed under the LICN Planning Grant shows TIHP with a negative cash flow when they utilize the unit to serve their target populations. For this reason, TIHP is entering the agreement on an as-needed and as-feasible basis, rather than guaranteeing a minimum number of visits. This mobile clinic unit will be made available to TIHP, but they will not be required to participate and incur costs under the agreement.

In years 2 and 3 of the implementation grant, we propose working with Wipfli, LLP to develop a sustainability plan based on actual utilization, payer mix, and reimbursement rates, identifying funding gaps and shortfalls and recommending strategies to address them, for both SIHD and TIHP. Inyo County HHS will provide an operating subsidy to SIHD for the first 3 years using LICN funds, and in exchange, SIHD will provide services at least quarterly to each one of southern Inyo's outlying communities. By year 3/2025, SIHD will have enough data to determine which communities are financially viable for continued service, and which would require continued subsidy. Subsidies that are directly tied to continued service in outlying areas that are not financially viable on their own past the expiration of the LICN grant may be available

¹ <https://ruralhospitals.chqpr.org/>

through Inyo County, through the Medi-Cal managed care plans, or other grant funds to be identified in the future.

3. Description of Planning Efforts

Inyo County received a Planning Project Grant to prepare for the Shared Mobile Clinic project. Under the Planning Grant, we identified the following four goals, and successfully met each one:

1. *Determine what payer mix, reimbursement level, and patient volume is necessary to make a mobile clinic that serves the farthest reaches of Inyo County financially sustainable.*
2. *Understand what utilization might look like when the mobile clinic visits each community. What are the health care service needs of the community? How many visits per person should we expect?*
3. *Using data collected in goals #1 and #2, determine the feasibility of each health care entity participating in mobile clinic operations, and to what extent, and*
4. *Based on participation at levels identified in goal #3, facilitate agreement between all entities on legal, financial, and service parameters of sharing the mobile clinic in a way that works for everyone.*

Inyo County contracted with Wipfli, LLP to perform a "Mobile Clinic Market and Financial Analysis" to evaluate the market characteristics of each priority community, including population demographics such as: age category; insurance status; socioeconomic factors; and access to transportation. Wipfli then looked at each health care entity's patient origin data to determine how much health care was currently being utilized by members of each community. Utilizing patient demographic data and existing utilization, Wipfli was able to estimate the "unmet need" for primary care in each community.

Then, utilizing each entity's PPS reimbursement rate, Wipfli was able to estimate the potential total revenue for each provider's use of the mobile clinic, assuming 10 visits per 8 hour day (accounting for drive time), and assuming a payer mix based on the actual demographic information for each community. Subtract from that the estimated cost of running the mobile clinic to each stop, including the cost of a driver (assumed \$18.77 per hour), maintenance, gasoline, administrative overhead and supplies, and assuming use of existing clinical and administrative staff. Using this model, Wipfli determined that SIHD has a projected annual income of \$30,275 from use of the mobile clinic. Toiyabe, with a very small reservation population, long distances to drive, and a lower reimbursement rate, would see a net loss of (\$26,326) per year. For this reason, Toiyabe has decided not to commit to equal partnership in the shared mobile clinic and to use the clinic on an as-needed basis for the time being. Based on this decision, SIHD will be the primary manager of the mobile unit, through a partnership agreement with Inyo County HHS.

Inyo County's Public Health Division will also have the option to use the mobile clinic on an as-needed basis at least four times per year. Inyo County Public Health currently provides immunizations to the priority communities, including immunizations at Death Valley School and Furnace Creek School, using a small minivan. Under the Agreement developed under the Planning Grant, Inyo County will have the option to use the mobile clinic for immunization drives to the target communities, upon request.

The LICN Planning Grant was very successful. While the numbers didn't end up showing a net financial gain for each participating organization, we met our goal of understanding the financial impact of the mobile clinic, allowing all participating partners to make an informed decision about participation in the project. Our goal was to avoid destabilizing our small, rural providers, and to use this mobile clinic to augment their operations. Based on the results of the Wipfli financial pro-forma, we plan to move forward with a mobile clinic operation that leans heavily on net-positive SIHD participation, and allows Toiyabe Indian Health Project to measure their financial exposure by giving them the option of utilizing the clinic on an as-needed basis.

4. Organization and Staffing

In this section we will demonstrate the organizational capacity to implement, operate, and evaluate the proposed project. Overall project management with day-to-day responsibility for key tasks will be Assistant HHS Director Anna Scott.

In her role as Assistant HHS Director, Anna is responsible for day-to-day operations of the Inyo County Department of Health and Human Services, which includes the divisions of Public Health, Behavioral Health, Social Services, and Eastern Sierra Area Agency on Aging. Anna has 14 years of experience with the agency, and a Master of Public Administration with an emphasis in Health Care Management. She will be responsible for the Implementation phase of the project.

Implementation will include execution of the legal agreement developed by Foley and Lardner under the LICN Planning Grant, which outlines the responsibilities of each of the participating parties. It will also include the purchase of the mobile clinic unit as required in the County purchasing policy and the development of the reporting mechanism that will be used to monitor program outcomes and activities.

Operation of the project will be led by Southern Inyo Healthcare District, under the leadership of CEO Peter Spiers. Operation activities include executing the participation agreement, participating in the selection of the mobile unit through an RFP process led by Inyo County, taking possession of the mobile unit, hiring a driver, staffing with new or existing clinical staff, scheduling appointments, including priority appointments for patients discharged from the hospital, coordinating the clinic schedule with TIHP and Inyo County Public Health, and operating the unit to deliver healthcare services to the priority communities, ensuring each target community is served a minimum of once per quarter and the mobile clinic is utilized to serve an outlying community at least once every other week. SIHD's role also includes the collection and submission of data as outlined in the Data Collection and Reporting document, and the development of a per-day use fee by year 3. The data collection and evaluation process will be led by Clinical Director Kelley Townsend, RN, and QI Coordinator Jennifer Emery, LVN.

Clinical oversight of services provided in the mobile unit shall be provided by Dr. Jules Silver, Medical Director of the SIHD Rural Health Clinic. Dr. Silver will oversee a staff of six physicians, and three nurse practitioners who will rotate services on the mobile clinic. RHC Clinic Manager Loretta James will oversee four medical assistants who will rotate on to the mobile clinic, as well as be responsible for overall clinic scheduling. Other key personnel include Daniel Smith, Mobile Clinic facilities manager, responsible for vehicle maintenance and upkeep, IT Manager Chris Marks, responsible for IT and connectivity in the mobile clinic, and other ancillary staff. Please see the attached staffing chart.

Toiyabe Indian Health Project's participation will be spearheaded by Toiyabe CEO Joseph Herman. Toiyabe plans to use existing clinical staff to provide services via mobile clinic on an as-needed basis to the Timbisha Shoshone reservation, and other target communities, and will have guaranteed access to the mobile clinic upon request and with 90 days notice.

Evaluation will be led by Program Integrity and Quality Assurance (PIQA) Manager Stephanie Tanksley with Inyo County HHS. Stephanie and her team of program analysts will develop an evaluation tool and train SIHD, Toiyabe, and Public Health on their required reporting when using the mobile clinic. Information from SIHD and Toiyabe Indian Health Project will be submitted to Stephanie and she will be responsible for reporting to CMSP.

One new staff person will need to be recruited and hired upon program inception, which will be a driver, hired part time on an hourly basis. No new clinical staff need to be recruited and hired upon program inception, though additional clinical staff are always being recruited through SIHD and Toiyabe and may be added into the rotation of the mobile unit upon hire.

See Organization Chart attached.

5. Sustainability Planning

From inception, Inyo County's LICN planning process has been focused on sustainability. We pursued a planning grant to determine whether a mobile clinic program would be financially sustainable, long term, given the unmet need in outlying communities. According to the financial model developed by Wipfli, LLP, this mobile clinic under SIHD should be sustainable on its own once the program is ramped up to full capacity, with a small annual margin of +\$30,275. Under year 2 of this program, we would engage Wipfli, LLP, once again to develop a robust sustainability plan based on actual (rather than assumed) data. The year 2 sustainability plan will provide an opportunity to use real utilization numbers to evaluate the ROI for serving specific target communities, which will help determine the service plan after 2025. In the first three years of the grant, though CY 2025, Inyo County HHS will use the LICN grant and Whole Person Care funds to provide operating support, ensuring that every target community receives a mobile clinic visit at least once per quarter, no matter how small the community or remote and hard to reach. Beginning in 2026, SIHD will commit to continuing to use the mobile clinic to provide services in the target region no fewer than 50 days per year (and we expect much more than this contractual minimum!), but the cadence and location of visits will be determined by actual utilization and informed by the year 2 sustainability plan.

The main source of sustainable funding for this unit will be reimbursement for services. In addition to reimbursement, this program could make a strong argument for quality incentive payments from the Inyo County's Medi-Cal managed care plans, especially if SIHD is successful in linking patients discharged from the hospital to appropriate outpatient care and reducing rehospitalizations. Development of a quality incentive program would be performed in partnership with Anthem and California Health and Wellness. Both plans have been approached and have expressed support for the program, and are willing to engage with Inyo County and SIHD on quality incentives if this grant is funded.

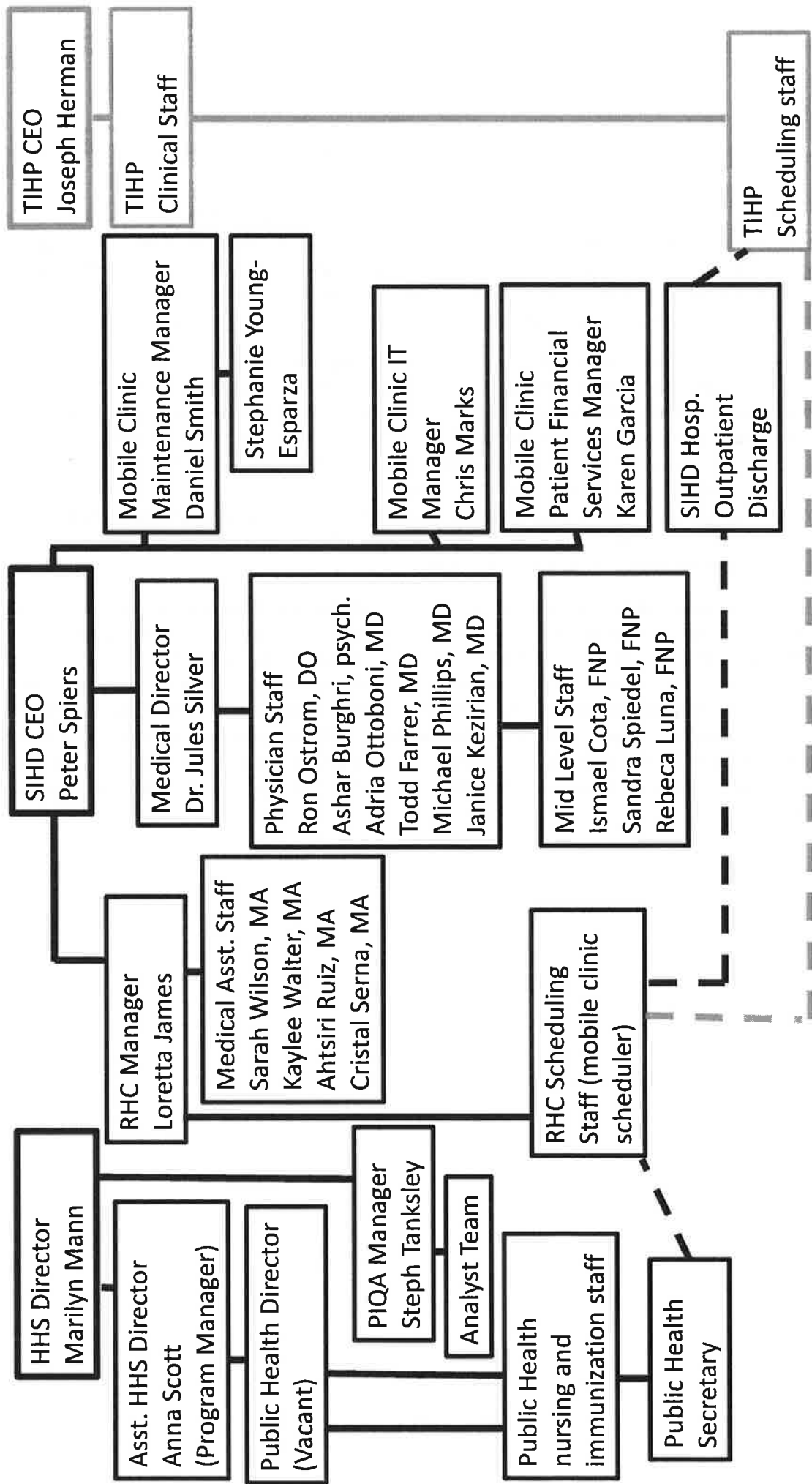
We are planning for a potential slow first year of mobile clinic services, with more and more patients becoming engaged over time. While we will provide an operating subsidy to SIHD

during the first 3 years of operations, we expect the mobile clinic to be financially sound by year 3.

One of the strategies for increasing financial viability by year three will be to engage the schools in the outlying areas to provide primary and preventive care, and immunizations, for students. Providing services at schools is one way of increasing reimbursable services per miles driven and increasing fiscal viability of the program. There are two schools in the outlying priority communities, one at Furnace Creek and one in Shoshone, which serves Shoshone and Tecopa.

There are some communities that have a big enough population and are close enough to Lone Pine that we expect to have a clear ROI for continuing mobile clinic visits – including the communities of Cartago, Olancho, Keeler and Darwin. There may also be specific events that we expect would provide a great number of visits and show a clear ROI for the mobile clinic – including providing workforce physicals and/or immunizations at the Crystal Geysers plant in Olancho, and visits to Furnace Creek employee housing during peak season for Death Valley National Park, when the park concessionaire has up to 200 seasonal, low-wage employees working at and around the Park that are not counted in the population, but are likely to benefit from low-barrier access to health care services.

Based on the preliminary projections of Wipfli in the Market and Financial Sustainability analysis prepared as a part of the Planning Grant, we believe that continued use of the mobile clinic will be financially beneficial to SIHD in the long run. Using the actual cost and utilization data in the sustainability plan, we will know what locations are self-sustaining for mobile clinic services, and what locations may require specific, targeted subsidies in order to make continued mobile clinic services financially feasible. Once we have that data, HHS will continue conversations with the County, the Park Service and Concessionaire, and Medi-Cal managed care plans in the hopes of supporting continued mobile clinic services in our most remote, hard to reach, and smallest communities.



Implementation Grant Budget Narrative

Applicant County of Inyo



Personnel			
Staff	Description	CMSP	In-Kind
Asst. Dir HHS	Salary is \$131,418 for full FTE. Assistant Dir. HHS will spend approximately 20% of their time on this LICN project in year 1, and 5% for years 2 and 3. Serves as LICN Project manager. Responsible for execution of legal agreement, liaison with SIHD around grant requirements, and lead RFP bid process for purchase of mobile unit. Responsible for grant reporting.	X	
Senior Management Analyst	Salary is \$105,914 for the full FTE. Senior Management Analyst will spend approximately 20% of their time on this LICN project in year 1, and 10% for years 2 and 3. Serves as the data analysis and evaluation lead. Responsible for development of data collection tool, training SIHD on data collection requirements, collecting and analyzing data for program evaluation. The \$58,424 of funding for this position is for data collection and analysis related to EVALUATION.	X	
SIHD QI Department Data Coordinator	Employee of SIHD - salary is approximately \$120,320 for full FTE. QI Data Coordinator will spend approximately 15 hours per month on the LICN project to oversee day-to-day data collection, analysis, and EHR capture. The \$17,145 of funding for this position is for data collection, EHR management, and analysis related to EVALUATION.		X
Director of Clinical Operations	Employee of SIHD - salary is approximately \$158,520 for full FTE. Director of Clinical Operations will spend approximately 10 hours per month on this LICN project to manage data collection, review, and reporting, and supervising the QI Data Coordinator. The \$13,230 of funding for this position is for supervising data collection, review, and reporting related to EVALUATION.		X
0			
0			
0			
0			
0			
0			
Fringe Benefits			
Staff	Description	CMSP	In-Kind
Asst. Dir HHS	Fringe Benefits \$48,804 for the full FTE, 20% included in year 1, and 5% for years 2 and 3. Fringe includes Calpers benefit package; health insurance, workers compensation; short and long-term disability; and retirement contributions.	X	
Senior Management Analyst	Fringe Benefits \$51,037 for full FTE, includes 20% for year 1, 10% for years 2 and 3. Fringe includes Calpers benefit package; health insurance, workers compensation; short and long-term disability; and retirement contributions.	X	
SIHD QI Department Data Coordinator	SIHD fringe benefits average \$35 per hour, this position will be funded for 15 hours per month.		X
Director of Clinical Operations	SIHD fringe benefits average \$35 per hour, this position will be funded for 10 hours per month.		X
0			
0			
0			
0			
0			
0			
Training			
Item	Description	CMSP	In-Kind
0			
0			
0			
0			
0			
0			
0			
Contractual Services			
Contractor Name	Description	CMSP	In-Kind
Southern Inyo Healthcare District	Will manage the mobile clinic unit per the agreement drafted by Foley and Lardner under the LICN Planning Grant. Will receive an operational subsidy that includes: 1 driver at \$18.77 per hour, 368 hours per year (includes both driving and clinical time); clinical staff including one MA at \$50/hour, FNP at \$60/hour, physician at \$125/hour, 128 hours per year (drive time only); clinician staff including one MA at \$50/hour, FNP at \$60/hour, physician at \$125/hour, 240 hours per year (clinical time, with decreasing subsidy each year over the grant period, equalling 50% of 240 hours year 1, 25% of 240 hours in year 2, and no subsidy in year 3; supplies at \$1 per visit assuming 300 visits year 1; 450 visits in year 2; and 800 visits in year 3; pharmacy supplies at \$1.38 per visit, mileage at \$1 per mile (assuming 7,589 miles per year), advertising costs of \$6,000 for year 1, \$4500 for year 2, and \$3,000 for year 3; equipment for the mobile unit at \$3600 in year 1, \$2500 for year 2, and \$1570 in year 3; space use fees of \$200 in year one, \$235 in year 2, and \$250 in year 3; and patient financial services support at \$270 in year 1; \$4350 in year 2; and \$500 in year 3. Inyo County has set aside some Whole Person Care funds to help provide operating subsidy, which provides \$89,554 in year 1 mobile clinic operations subsidy. In addition, SIHD will provide an increasing percentage of clinical staff time as in-kind contributions, equal to one MA at \$50/hour, FNP at \$60/hour, physician at \$125/hour, at 50% of 240 hours in year 1, 75% of 240 hours in year 2, and 100% of 240 hours in year 3.	X	X
Wpfl, LLP	Building upon the Financial Pro-Forma and Market Assessment that Wpfl, LLP completed during the LICN Planning Grant, we will hire the Wpfl team back to complete a sustainability plan in year 2 and evaluation in year 3. The sustainability plan will look at actual costs per mile, utilization, and payer mix to help SIHD and Toiyabe create a mobile patient care plan that meets the goal of providing expanded access to care for our most rural communities, while maintaining financial stability. In year 3, Wpfl will use the data collected by SIHD and Toiyabe and submitted to HHS' Senior Management Analyst to determine whether the project met its goals of expanding services provided to current patients from the target communities, expanding patient counts from the target communities, and successfully linking patients with follow up care after discharge. In addition, Wpfl will use data from all 3 grant years and the year 2 sustainability plan to make recommendations to SIHD and Toiyabe about potential changes to the service model to better serve the target communities and expand market share.	X	
Wpfl, LLP	Building upon the Financial Pro-Forma and Market Assessment that Wpfl, LLP completed during the LICN Planning Grant and the sustainability plan that Wpfl will put together in year 2, we will hire the Wpfl team back to complete an evaluation in year 3. The sustainability plan will look at actual costs per mile, utilization, and payer mix to help SIHD and Toiyabe create a mobile patient care plan that meets the goal of providing expanded access to care for our most rural communities, while maintaining financial stability. In year 3, Wpfl will use the data collected by SIHD and Toiyabe and submitted to HHS' Senior Management Analyst to determine whether the project met its goals of expanding services provided to current patients from the target communities, expanding patient counts from the target communities, and successfully linking patients with follow up care after discharge. In addition, Wpfl will use data from all 3 grant years and the year 2 sustainability plan to make recommendations to SIHD and Toiyabe about potential changes to the service model to better serve the target communities and expand market share.	X	
0			
0			

Personnel			
Staff	Description	CMSP	In-Kind
0			
0			
0			
0			
0			
Equipment			
Item	Description	CMSP	In-Kind
Mobile Clinic	Individual item purchase that will cost approximately \$400,000. \$300,000 is budgeted as CMSP LICN grant funds, while the remainder will be covered by Inyo County's Whole Person Care 2.0 funds. Will be used by SIHD and Toiyabe Indian Health Project to provide health care services to the most rural areas in southern Inyo County. Includes 2 exam rooms, diesel generator, restroom, paratransit equipment including extrawide lift, refrigeration unit and CLIA waived lab with blood draw station.	X	X
Clinic logo wrap	Individual item purchase that will cost approximately \$10,000 and will include the SIHD logo, Toiyabe logo, and Inyo County HHS Logo.	X	
0			
0			
0			
0			
0			
0			
0			
0			
Other			
Title	Description	CMSP	In-Kind
0			
0			
0			
0			
0			
0			
0			
0			
0			
0			
Administrative Overhead Expenses			
Title	Description	CMSP	In-Kind
Fiscal, Administrative, and Program staff and supplies	Fiscal analyst to work on bids for mobile unit, process paperwork and payment. Estimated 20% analyst FTE in year 1 (\$25,548), 10% in years 2 and 3 (\$12,774 per year). Includes incidental travel and supplies of \$3,000 each year.	X	X
0			

Inyo County Local Indigent Care Needs Grant - Logic Model
Applicant and County Served: County of Inyo

Target Population	Program Theory	Activities	Outcomes	Impact
<p><i>The target population consist of:</i></p> <p>Adults with complex health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services.</p> <p>Our data show approximately 400 people have limited or no access to transportation in the target communities.</p>	<p><i>If the services are:</i></p> <p>Develop a Mobile Health Clinic, with services provided by multiple community agencies, that bring primary health care, immunizations, chronic care management and some specialty services to rural and outlying regions of Inyo County.</p>	<p><i>And if the program provides:</i></p> <p>Purchase mobile clinic unit via county-led RFP process.</p> <p>Conduct outreach and education activities to promote awareness and utilization of mobile clinic services to target population.</p> <p>Establish partnerships with key stakeholders to provide and coordinate mobile health clinic services.</p> <p>Create standardized data reporting forms for mobile van usage to be shared among all partners.</p> <p>Share use of the mobile van as described in agreement to serve outlying communities, utilizing existing clinical staff.</p> <p>Assess and track mobile unit per-day use cost, and develop sustainability plan.</p> <p>Administer client satisfaction surveys, monitor and analyze impact measures, evaluate program, and apply continuous improvement to program delivery</p>	<p><i>Then,</i></p> <p>Access to primary care services, chronic care management, and preventive services will increase for residents of outlying communities as evidenced by:</p> <ul style="list-style-type: none"> - From baseline (prior to implementation), existing patients of SIHD and Toiyabe Indian Health Project who live in the targeted outlying geographic areas will receive at least 25% more services by the end of Yr 2 and 35% by the end of year 3. - From baseline, SIHD and Toiyabe Indian Health Project will increase their patient count from each outlying community by at least 10% by the end of Yr2. 	<p><i>Ultimately,</i></p> <p>All residents of outlying areas, especially adults with complex health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services, will have greater access to services that will help treat and manage their conditions to experience better health outcomes.</p> <p>Participating partners, including Southern Inyo Healthcare District and Toiyabe Indian Health Project, will increase their market share and reduce leakage of Inyo County healthcare market to out-of-county health care providers, thereby increasing the fiscal stability of Inyo County's local providers.</p>

Inyo County Local Indigent Care Needs Grant - Logic Model

<p><i>The target population consist of:</i></p> <p>Adults that need follow up specialty services and/or other support services following an inpatient hospital stay.</p>	<p><i>If the services are:</i></p> <p>Coordination between SIHD Hospital, SIHD RHC, and Toiyabe Indian Health Project to ensure that patients from outlying communities who are discharged from SIHD hospital are offered appointments with mobile van to ensure regular, appropriate, and convenient follow-up care, and referral to specialty care if necessary.</p>	<p><i>And if the program provides:</i></p> <p>Provide aftercare linkage to individuals being discharged from the hospital to facilitate connection to services in their community, by the applicable primary care provider utilizing the shared mobile van. SIHD scheduling staff will ensure that persons from the target geographic region who are discharged from the hospital receive outreach and are offered a mobile van appointment during the next mobile visit to their hometown. SIHD staff and Toiyabe staff will develop a direct referral mechanism so that SIHD scheduling staff will alert Toiyabe to schedule discharged Toiyabe patients during a Toiyabe mobile visit.</p> <p>Administer client satisfaction surveys and apply continuous improvement to program delivery</p>	<p><i>Then,</i></p> <p>100% of patients discharged from SIHD to their home in an outlying community served by the mobile van will be contacted and offered a mobile van follow up appointment within 90 days of discharge. Referrals to specialty and/or referrals to receive follow up care in a traditional clinic setting will be tracked to inform future potential growth in mobile clinic services.</p> <p>Total number of ER/Inpatient visits for the target population will be tracked to improve service delivery.</p>	<p><i>Ultimately,</i></p> <p>Regular follow-up care will support symptom management, medication compliance, adherence to treatment plans, lifestyle changes, and provide appropriate and timely referral to specialty services, thereby reducing the need for visits to the traditional clinic and/or hospital services.</p>
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LICN Data Collection and Reporting

The County of Inyo will use a results-based accountability approach to measuring the outcomes of this project. Through data collection and outcomes measurement, the County will be able to report how many and what kind of health services were provided to what number of unduplicated patients from the outlying communities in Southern Inyo County, the increase in the number of patients who received follow-up care within 90 days of an inpatient discharge, and the decrease in the number of re-hospitalizations following inpatient discharge.

Data will be collected by each of the three providers: Southern Inyo Healthcare District (SIHD), Toiyabe Indian Healthcare Project (Toiyabe), and Inyo County Public Health (ICPH) during each mobile clinic service day. SIHD will be responsible for compiling and reporting Demographic and Services Data to Inyo County Health and Human Services semi-annually. Inyo County Health and Human Services will compile and report Demographic Data and progress toward Outcome Measures as required by the CMSP Governing Board.

Demographic and Service Data

Measure	Method	Who Collects	Reporting Frequency	Who compiles and submits data to County	Who submits data to Grantor
PATIENT LEVEL DATA					
Race or Ethnicity	County Data Collection Tool or EHR	All Providers (SIHD, TIHP, Inyo County Public Health)	Semi-annually	SIHD – Peter Spiers, CEO TIHP – Joe Herman, CEO Inyo County – TBD Public Health Director By January 15 By July 15	Inyo County HHS • Sr. Management Analyst (Primary) • HHS Assistant Director (Secondary)
Age Range					
Gender Identifier					
Income Level					
Geographic Location					

SERVICE DATA					
Measure	Method	Who Collects	Reporting Frequency	Who compiles and submits data to County	Who submits data to Grantor
Dates, times, and locations of services	County Data Collection Tool or EHR	All Providers	Semi-annually	SIHD By January 15 By July 15	Inyo County HHS Sr. Management Analyst (Primary) HHS Assistant Director (Secondary)
Number of Service Days Provided by Geographic Location					
Type of Service		SIHD Toiyabe			
Patients referred for follow up care and type of care required					
Number of existing patients served at each service date and location					
Number of new patients served at each service date and location					
Total patient visits from target communities		All providers			

Number of patients served after release from inpatient care	SIHD				
Percentage of patients offered an appointment via mobile within 90 days after release from inpatient					
Percentage of patients seen via mobile within 90 days after release from inpatient					
Funds in the maintenance account					
Full accounting of revenues and expenditures for mobile clinic operation					

Outcome Measures

Outcome	Baseline	Frequency of Measure	Goal
Increase the number of unduplicated patients from target geographic area who establish care (SIHD and Toiyabe)	FY 20/21 – 287 patients	Annual	Increase by 10% by end of Year 2 to 319

Create linkages to follow-up care following inpatient hospital discharge (SIHD)	FY 20/21 – 77 inpatient discharges & transfers	Annual	Provide follow-up care appointments within 90 days of inpatient discharge for 100% of target population in target area by end of year 1
Increase Access to Care for Existing Patients in Outlying Communities (SIHD, Toiyabe)	FY 18/19 (pre-COVID-19) 759 visits	Annual	Increase the number of services provided to existing patients in outlying areas by 25% to 950 by the end of year 1 and 35% to 1025 by the end of year 2

Southern Inyo Healthcare District
501 E. Locust St. P.O. Box 1009 Lone Pine, CA 93545
Phone: 760-876-5501 Fax: 760-264-4292

County Medical Services Program Local Indigent Care Needs Grant

Letter of Commitment

RE: Inyo County Application for Shared Mobile Clinic Grant

Date: **3/24/2022**

To Whom It May Concern:

This letter of commitment confirms Southern Inyo Healthcare District (SIHD) is committed to partnering with Inyo County Health and Human Services in their pursuit of a Local Indigent Care Needs Implementation Grant for a Shared Mobile Clinic.

As a supporter of this application, SIHD confirms that we have worked closely with Inyo County Health and Human Services and Toiyabe Indian Health Project to plan and prepare for the Shared Mobile Clinic Implementation Grant project. If the Implementation Grant is received, the three entities have agreed to share the use of a single mobile clinic unit to provide health care services to the underserved rural communities of Inyo County. The three entities have a history of collaboration and work well together, as evidenced by close working relationships during COVID response and COVID vaccine distribution. Over the last 2 years, the entities have partnered with each other in planning implementation of this project.

As a key partner listed on the proposal, SIHD agrees to participate in the following ways:

- Partner with Inyo County and Toiyabe Indian Health Project to select a mobile clinic unit and identify the required specifications for the unit; and
- Negotiate final details and sign a legal agreement that describes the shared use and responsibilities of each entity in utilizing the mobile clinic unit; and
- Make the unit available for use by partners as described in the legal agreement; and
- Take responsibility for maintenance and upkeep of the mobile unit, including tracking costs for purposes of setting a fair daily rental rate for partners; and
- Utilize the shared mobile clinic unit to provide necessary health care services to the target population throughout the rural underserved communities of Inyo County; and
- Provide data and information to Inyo County as necessary for grant reporting.

SIHD is capable and willing to perform these roles in support of the shared mobile clinic implementation grant. SIHD, a fully licensed critical access hospital, is fully able to provide the needed capabilities, competencies and administrative support infrastructure required to effectively manage and operate this much needed health service(s) to the underserved communities in Inyo County. We have assembled a dedicated Mobile Clinic Provider/Support Team (MCPST) to operate this much needed service to the residents and visitors living in key

Southern Inyo Healthcare District

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underserved areas within Inyo County and potentially beyond. Listed below are the team member categories:

1. 8 Board Certified Emergency Medicine/Family Practice physicians
2. 3 Licensed NP's
3. Licensed pharmacist
4. 4 dedicated Certified medical assistants
5. 2 dedicated radiologic techs.
5. 2 dedicated clinical lab scientists
7. 2 dedicated Patient Financial Service coordinators/full-service AR/AP departments
8. 2 dedicated social services staff
9. Dedicated IT staffer
10. Vehicle maintenance team

This program will operate out of our Rural Health Clinic (RHC) under the direction of our RHC Director Loretta James and our medical dire Dr. Jules Silver MD with additional oversight and direct support by Peter Spiers, PhD, Southern Inyo Healthcare District Chief Executive Officer.

We do hereby commit to partner with Inyo County on the Shared Mobile Clinic project as described above.

For questions, please contact the Administration Office at (760) 876-5501 ext. 2210

Sincerely,



Peter Spiers, PhD

Chief Executive Officer

TOIYABE INDIAN HEALTH PROJECT, INC.
250 SEE VEE LANE
BISHOP, CALIFORNIA 93514

County Medical Services Program Local Indigent Care Needs Grant
Letter of Commitment
RE: Inyo County Application for Shared Mobile Clinic Grant
Date: 3/25/22

ADMINISTRATION
(760) 873-8464
(760) 873-3935 FAX

FISCAL
(760) 873-6111
(760) 872-8152 FAX

CONTRACT CARE
(760) 873-6111
(760) 873-7601 FAX

OPTICAL
(760) 873-6111

BISHOP MEDICAL CLINIC
(760) 873-8461
(760) 873-3908 FAX

PHARMACY
(760) 873-4721
(760) 873-6127 FAX

DENTAL
(760) 873-3443
(760) 873-3889 FAX

COMMUNITY HEALTH/
NUTRITION/ELDERS
(760) 872-2622
(760) 873-6362 FAX

PREVENTIVE MEDICINE
(760) 873-8851
(760) 873-4922 FAX

FAMILY SERVICES DEPARTMENT
(760) 873-6394
(760) 873-3254 FAX

DIALYSIS CENTER
(760) 873-7611
(760) 873-3361 FAX

WIC PROGRAM
(760) 872-3707
(760) 873-6362 FAX

LONE PINE COMMUNITY CLINIC
1150 S. GOODWIN LANE
P. O. BOX 186
LONE PINE, CA 93545
(760) 876-4795
(760) 876-5624 FAX

COLEVILLE CLINIC
73 CAMP ANTELOPE RD.
COLEVILLE, CA 96107
(530) 495-2100
(530) 495-2122 FAX

To Whom It May Concern:

This letter of commitment confirms Toiyabe Indian Health Project (Toiyabe) is committed to partnering with Inyo County Health and Human Services and Southern Inyo Healthcare District (SIHD) in pursuit of a Local Indigent Care Needs Implementation Grant for a Shared Mobile Clinic.

As a supporter of this application, Toiyabe confirms that we have worked closely with Inyo County Health and Human Services and SIHD to plan and prepare for the Shared Mobile Clinic Implementation Grant project. If the Implementation Grant is received, the three entities have agreed to share the use of a single mobile clinic unit to provide health care services to the underserved rural communities of Inyo County. The three entities have a history of collaboration and work well together, as evidenced by close working relationships during COVID response and COVID vaccine distribution. Over the last 2 years, the entities have partnered with each other in planning implementation of this project.

As a key partner listed on the proposal, Toiyabe agrees to participate in the following ways:

- Partner with Inyo County and SIHD to select a mobile clinic unit and identify the required specifications for the unit; and
- Negotiate final details for a legal agreement that describes the shared use and responsibilities of each entity in utilizing the mobile clinic unit; and
- On an as-needed basis, reserve the mobile unit and pay SIHD a fair daily rental rate that is based upon the daily cost of maintenance and upkeep of the mobile unit; and
- Provide data and information to Inyo County as necessary for grant reporting.

The role of Toiyabe in managing and administering the grant is minimal. Rather, Toiyabe has the option to use the mobile unit on an as-needed basis to serve the needs of its patients in outlying areas. When Toiyabe elects to

FT. INDEPENDENCE INDIAN RESERVATION
INDEPENDENCE, CA

BIG PINE PAIUTE TRIBE OF
THE OWENS VALLEY
BIG PINE, CA

LONE PINE
PAIUTE-SHOSHONE RESERVATION
LONE PINE, CA

ANTELOPE VALLEY INDIAN COMMUNITY
COLEVILLE PAIUTE TRIBE
COLEVILLE, CA

BISHOP PAIUTE RESERVATION
BISHOP, CA

KUTZAD KA' PAIUTE TRIBE
LEE VINING, CA

TIMBISHA SHOSHONE TRIBE
DEATH VALLEY, CA

LITLI UTU GWANTU PAIUTE TRIBE
BENTON, CA

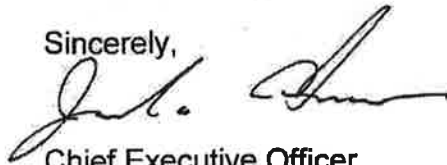
BRIDGEPORT INDIAN RESERVATION
BRIDGEPORT, CA

use the mobile unit, Toiyabe will submit required information to Inyo County HHS for grant reporting.

We do hereby commit to partner with Inyo County on the Shared Mobile Clinic project as described above.

For questions, please contact Joseph Herman, CEO at joseph.herman@toiyabe.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Herman", written in a cursive style.

Chief Executive Officer



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

Administration & Eastern Sierra Area Agency on Aging, Suite 201

1360 N. Main Street, Bishop CA 93514

TEL: (760) 873-3305 FAX: (760)873-6505

Marilyn Mann, Director

mmann@inyocounty.us

County Medical Services Program Local Indigent Care Needs Grant
Letter of Commitment

RE: Inyo County Application for Shared Mobile Clinic Grant

March 22, 2022

To Whom It May Concern:

This letter of commitment confirms Inyo County Health and Human Services (HHS) is committed to partnering with Southern Inyo Healthcare District (SIHD) and Toiyabe Indian Health Project (Toiyabe) in pursuit of a Local Indigent Care Needs Implementation Grant for a Shared Mobile Clinic. HHS includes the divisions of Public Health and Prevention, Aging and Social Services, and Behavioral Health, and this letter of commitment is submitted on behalf of all three divisions.

As the lead agency for this application, HHS confirms that we have worked closely with SIHD and Toiyabe to plan and prepare for the Shared Mobile Clinic Implementation Grant project. If the Implementation Grant is received, the three entities have agreed to share the use of a single mobile clinic unit to provide health care services to the underserved rural communities of Inyo County. The three entities have a history of collaboration and work well together, as evidenced by our close working relationships during COVID-19 response and COVID-19 vaccine distribution. Over the last 2 years, the entities have also partnered with each other in planning implementation of this project.

As a key partner listed on the proposal, HHS agrees to participate in the following ways:

- Serve as grant lead and be responsible for budgeting, reporting, and administration of the grant;
- Partner with SIHD and Toiyabe to identify the required specifications for a mobile clinic unit;
- Utilize the County competitive procurement process to identify and acquire a mobile clinic unit;
- Negotiate final details for a legal agreement that transfers ownership and maintenance responsibility of the unit to SIHD and outlines the shared use and responsibilities of each entity in utilizing the mobile clinic unit; and
- On an as-needed basis, reserve the mobile unit and pay SIHD a fair daily rental rate that is based upon the daily cost of maintenance and upkeep of the mobile unit.

HHS will take a lead role in administering the grant. HHS has a team dedicated to data collection and administration, known as the Program Integrity/Quality Assurance team. The Management Analyst who leads the team, Stephanie Tanksley, has been integral to the LICN Planning process and will be the lead data collector. She will work closely with Assistant Director of HHS, Anna Scott, and fiscal Management Analyst, Melissa Best Baker, to oversee the grant.

The majority of the clinical work taking place under the grant will be performed by our partners at


County Medical Services Program
Local Indigent Care Needs Grant
Letter of Commitment
March 22, 2022
Page 2

SIHD and Toiyabe and reported back to the HHS team for monitoring and grant reporting.

Inyo County HHS is committed to this project and to serving as the grant lead and partner with SIHD and Toiyabe Indian Health Project.

For questions, please contact Anna Scott, Assistant HHS Director, 760-873-3271.

Sincerely,


Marilyn Mann
Director

Mobile Medical Clinic

Price List, Options, and Upgrades

PRICE LIST:

25 Ft Medical Trailer (No Generator Included) – 2 Exam Rooms	112,500
19 Ft Medical Clinic (Ford T-350 SRW) Gas - 1 Exam Room	132,500
23 Ft Medical Clinic (Ford E350) Gas - 1 Exam Room	147,500
26 Ft Medical Clinic (Ford E450) Gas - 1 or 2 Exam Rooms	159,500
37 Ft Medical Clinic (Ford F650) Gas – 2 Exam Rooms	220,000
37 Ft Medical Clinic (Ford F650) Diesel – 2 Exam Rooms	250,000

Optional Equipment: (all pricing include Install and/or anchor down)

◆ UMF Fusion One Power Exam Chair (Model 3002) – upgrade	4,500
◆ Exterior Outlet – (Per outlet) Placement TBD	300
◆ Exam Light –LED Flexible Arm (Mounted beside Exam Table)	900
◆ Side Power Awning – (Automatic 8/12/15.5 Ft)	3,150
◆ 2 nd Refrigerator – Medical –Locking - 120V Only	1,450
◆ Inverter for Medical Fridge 1000 Watt Inverter for battery use without generator/landline	950
◆ Blood Draw Chair (AdirMed 997)	950
◆ Cold Weather Package – Heat Blanket & Insulation for Fresh Water Lines/Tank	450
◆ Hot Water Tank—2.5 Gallon Tank (Includes Electric Outlet)	950
◆ Stabilizing/Leveling System for Rear (Ford E450) 2 Cylinders /2 pumps Man Adj	3,450
◆ Stabilizing/Leveling System for Rear (Ford F650) 2 Cylinders /2 Pumps Man Adj	4,500
◆ Solar Panel System (170 Watt) Helps charge your Aux. Battery	1,500
◆ Additional Solar Panel (170 Watt) Increases Charge to Aux. Battery	900
◆ Exterior Graphics (FULL WRAP on Rear Box Budgeted Amount 4,950 – 8,000)	TBD
◆ Install of Clients Equipment (Does not include materials or parts)	125/Hr
◆ LP Gas Heater Furnace System with Tank & Thermostat (25,000 BTU)	4,500
◆ WiFi Cradle Point & Antenna – Install Only on Wall with 12V Hook Up (Client Provided)	950
◆ Additional Sink with faucet & plumbing (Exam Room or Bathroom)	1,500
◆ Separate Grey Tank for Sink(s) – Each	1,250
◆ Handicap Lift with Roll Up Door and Safety Equipment - BRAUN/RICON (26 & 37 Ft ONLY)	12,500
◆ Additional Window – Tinted 20” x 30” with Slider and Screen – Location TBD	1,450
◆ Wall Heater – 1500 Watt (For Temperatures Below 30 Degrees)	750
◆ Spare Tire With Holder Under Vehicle (23 Ft & 26) / Or On Rear Bumper (37 Ft)	1,450 / 1,750
◆ Delivery to your Zip Code	TBD

MagnumMobileSV.com



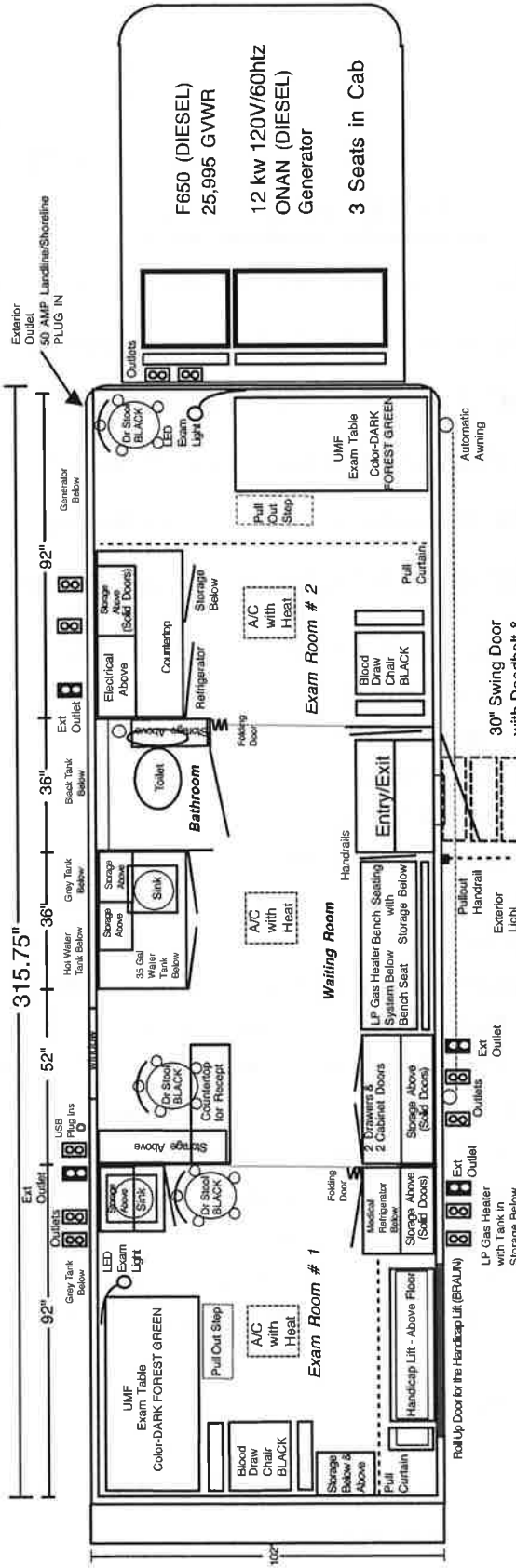
602-715-2814

37 Ft Medical Mobile Clinic

with 2 Exam Room, Handicap Lift & Reception/Waiting Room

To Be Built Soon - INVENTORY

37'



Rep. Jody
"Your Mobile Workplace"

MAGNUM MOBILE
SPECIALTY VEHICLES
MagnumMobileSV.com

- Includes:**
- Video Camera for Backing Up
 - ONAN Commercial DIESEL - Generator 12 kw 120V in 60 hz
 - LED Interior Lighting (4 Per Room & Bathroom, 13 Total)
 - AGM Battery 105 Amp Hr on a 35 Amp Charger
 - Bench Seating - Color (FOREST GREEN)
 - Two (2) Exam Tables - Color (DARK FOREST GREEN)
 - Stool - Colors (BLACK)
 - Three (3) A/C Units 15K BTU with Heat Pump - T-Stat controlled
 - Interior laminate to be **GREY** for cabinets, interior walls, storage
 - Commercial Flooring - **BLACK**
 - Countertops to be **Faux Marble White Color**
 - Under Floor Storage Compartments (Approx. Size 4 @ 46"x22"x26")
 - (2) Open, 1 for Gen Comp, 1 for Grey/Black Tank
 - Interior Height to 84" (Approx.)
 - All Standard Features Included
- Options:**
- Four (4) Exterior Outlets
 - Two (2) Extra Storage Above & Below in Rear Room
 - Two (2) Blood Draw Chairs (Color - BLACK)
 - Automatic Awning - Color - (FOREST GREEN)
 - 2nd Medical Fridge in Rear Room
 - Cold Weather Package
 - Hot Water Tank 2.5 Gal
 - Separate Grey Tank for Rear Sink
 - One (1) Additional Sink with Faucet in Rear Room
 - Exterior Graphics Package (TBD)
 - Stabilizing/Leveling 2 Pt Manual System
 - LP Gas Heater with Venting - 25,000 BTU
 - Handicap Lift - BRAUN with Roll Up Door
 - Delivery

Please Sign and Email back to us ASAP
Accepted by _____ Signed _____
Date _____

Scale 1/4" = 1'
(approximate)

37 Ft Mobile Medical Clinic

Two Private Rooms, Bathroom, Waiting Area, & Workstations

PRIMARY CARE | MENTAL HEALTH | STD/AIDS TESTING

OCCUPATIONAL HEALTH | HOMELESS OUTREACH | SUBSTANCE TREATMENT



Impacting lives in
your community

(602) 715-2814 | MagnumMobilesv.com



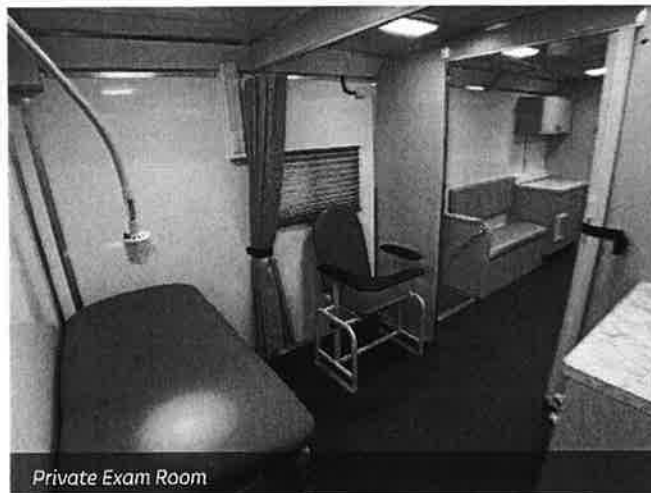
Hallway leading to Private Exam Room



Private Toilet and Sink

Standard Clinic Specifications:

- F650 Chassis Diesel w/ 60 Gal Fuel Tank
- 12Kw ONAN EFI Diesel Com Generator w/ Remote Start
- Commercial Flooring w/ 1½" Foundation
- 12 Interior LED Light Fixtures
- 30" Swing Entry Door w/ Window & Deadbolt
- Window w/ Screen & Blind 30 x 18
- AGM 105 Amp Hr Aux. Battery
- Bathroom with Paper Holder & Mirror
- Reception Desk, Bench Seating & Workstations (Built to Floorplan)
- 2 Exam Tables for Private Rooms
- 3 Air Conditioners 15 K Thermostat Controlled
- 110 Outlets on Interior (Built to Floorplan)
- Ext Measures Approx. 37 Ft L x 8 1/2 Ft W x 12 ½ Ft H
- Interior Height- 84 inch
- Cab Seating- Grey Vinyl (3 Seats)
- 50 Amp Landline, Charger, Aux Battery, Transfer Switch
- Room Separating Folding Doors
- Solid or Clear Upper Cabinets
- Slam Shut Latches for Cabinets & Drawers
- Wide Open Isle Space for Comfortable Work Areas
- Thicker Walls & Ceiling (Approx. 3") Better R-Value
- Sink, Faucet, Water Pump & Paper Towel Holder
- Fire Extinguisher, Carbon Mon. Detector & Safety Triangles
- Storage (Built to Floorplan)
- 20 Gal Grey & 20 Gal Black Holding Tank
- 35 Gal Fresh Water Tank
- Refrigerator-DC
- 5 year Warranty



Private Exam Room



Reception/Waiting Area

"Building *your* mobile workplace, with *your* specific needs in mind"



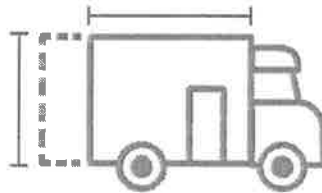
Magnum Mobile has developed many wonderful client relationships and our family is growing rapidly through our commitment to high quality materials and world-class workmanship. Magnum Mobile prides itself on the focus we give to the individual needs of our client's making sure we provide the most optimal and easy-to-use mobile workplace. We guarantee superb service throughout our partnership, even after your specialty vehicle leaves our manufacturing facility.

3 Step Process



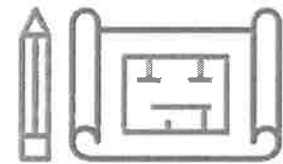
1

Identify your services and determine how many staff members will be working inside the mobile unit.



2

Identify the size of the mobile unit needed for your services and team size.



3

Determine and create a floorplan for your ideal mobile workplace.

"After visiting the Magnum Mobile Factory I had a first hand experience of their products. I must say I was taken in by the quality and range of their products. I decided right there and then to purchase our Mobile Medical Clinic. The Mobile Clinic was delivered on schedule as promised and deployed to Africa helping deliver rural health care to people in need."

—DR. SOLOMON OWUMI, HEALTH FOUNDATION FOR MATERNAL CHILDCARE



**Same Day
Response**



**5 Year
Warranty**



**On-Going Relationship
Before-During-After Your Build**

(602) 715-2814 | MagnumMobilesv.com





Teamwork makes the dream work

As a leader in the Mobile Workplace Industry, Magnum Mobile Specialty Vehicles has been providing the highest quality designs and standards for both medical and animal institutions. With our commitment to high quality materials combined with our world-class workmanship and customer service, Magnum is ahead of its generation and will continue to be superior for years to come. Choosing the right manufacturer and floorplan upfront in the new build process is a key collaboration. From the start, you will want to be comfortable with your manufacture and client relations manager, as you will be working with them throughout the build of your specialty vehicle.

All mobile workplaces designed and built at Magnum have a skilled, highly trained team dedicated to your specific build. Each floorplan is reviewed and checked throughout the build for its function, purpose, and superior quality. Standard operating procedures are always in place with a double checklist to make sure each Magnum Mobile workplace will be built to last.

"From client education, to design work, to timeline updates, through completion and delivery of the mobile unit, it went flawlessly... We did not have one unmet expectation the day the mobile unit rolled onto our property. Everything we designed met and exceeded our expectations."

—SUSIE CISNEY FROM ALLEN COUNTY DEPARTMENT OF HEALTH



3/21/2022

Ben Connors

p 419-720-7433

bconnors@tescobus.com

f 419.836.8460

6401 Seaman Rd.

www.tescobus.com

P.O. Box 167230

419.836.2835

Oregon OH 43616-7230

Inyo County Health and Human Services

168 N. Edwards St

Meaghan McCamman

Independence CA 93526

mmccamman@inyocounty.us



Picture is from a similar vehicle

Qty: 1

2022 Freightliner Custom Mobile Medical Clinic

**with a 2022 Freightliner S2C
1 passenger & driver**

Engine: 6.7L

Wheelbase: 300

GVWR: 26,000

Standard Chassis Equipment

- Cummins 6.7L Diesel
- Dual Fuel Tanks 40 Gal
- Alternator 320 amps
- Battery - (2) 1850 CCA in Frame Mounted Box
- Engine Block Heater
- Allison 2200 5- Speed PTS Automatic Transmission
- Air Brakes
- Multiplex Electronics on Chassis
- Power Steering
- Fiberglass Tank Covers/Cab Steps
- Dual Electric Horns
- Drive Shaft Guard
- Daytime Running Lights
- Cruise Control
- Fast Idle
- Air Ride Suspension with Dump Valve
- Front Tow Hooks
- Rear Mud Flaps
- White Steel Wheels
- Tires - Michelin XZE2 265/70R 19.5

Standard Body Equipment

- Fiberglass Front & Rear Cowl
- Welded Tubular Steel Cage & Subfloor
- Steel Wheel Wells
- 1" Polystyrene Foam Board Insulation
- Heavy-Duty Powder-Coated Rear Bumper
- Drive Shaft Guards
- Flush Mounted Bay Windows, Tinted

- Noble Select Gel Coat Exterior Sidewalls
- Emergency Windows to Meet FMVSS 217
- Running & Clearance Lights
- Entrance Door Built in Cab
- Contoured Body Skirts
- 7 1/2" x 12" Mirrors w/ 7 1/2" x 6" Convex Mirrors
- Bright White Fiberglass Reinforced Ceiling & Sidewalls
- Enclosed Entrance Step
- Driver Friendly Command Center w/ Lighted Switches
- 5/8" Advantec Industrial Composite Floor
- Drivers Seat - National 2000 Series high Back Air Suspension

Body and Chassis Standard Equipment is subject to change without notice and may be replaced by Options Included on next page.



Transportation Equipment Sales Corp.

Proven Quality.
Trusted Name.

Quote #NQ55010

3/21/2022

Ben Connors p 419-720-7433
bconnors@tescobus.com f 419.836.8460

6401 Seaman Rd. www.tescobus.com
P.O. Box 167230 419.836.2835
Oregon OH 43616-7230

Inyo County Health and Human Services

168 N. Edwards St Meaghan McCamman
Independence CA 93526

mmccamman@inyocounty.us

Options Included

Additional Installed Options

- Sewer Hose Carrier 26"
Interior Electrical Outlets
(3) Sharps Disposable System
Blood Draw Chair
(3) Physicians Stool
(2) Interior Walls
Sewer Hose
(2) Ritter 204 Exam Table
(2) Hand Sanitizer
Cab Window Blinds
(3) Coat Hook
(3) Cat5 Outlet
13' Power Awning w/ LED lights
Triangle Reflectors
(3) Paper Towel Dispenser
Interior GFCI Outlet
ALL CABINETS LOCKING HIGH GLOSS WITH WITH CORIAN COUNTERTOPS
First Aid Kit - 24 Unit
12KW DIESEL GENERATOR WITH 30 AMP SHORE POWER
(3) Accucold 3.5 ct Vaccine Refridgerator
Paper Towels
Specimen Pass Through Door
Cabinetry
(2) Welch/Allyn 777 Diagnostic Set
Accucold Medical Grade Freezer Compact 1.4 cu ft
Hand Wash
Key Lock Box
WIFI Sim7 Combo 4Gxelte w/Sim Card Slot
(3) Gel Hand Sanitizer
3 Sinks with stainless steel
Air Purifier
Eye Wash Station
5 Lb. Extinguisher 3A 40 BC

Climate Control

- (3) Roof A/C 15,000 BTU, Cool Only w/Digital Zone Thermostat
(3) Heat Coil Added to Each A/C System
(3) Roof Vent - Fantastic 4000 Series Fan 14"

Doors/Windows/Mirrors

- H.D. Sedan Style Entry Door w/Stepwell in Body
(2) Egress Bay Window 18 7/8" x 28 5/8" with Top T-Slider

Electrical

- Wire One 110v Outlet to be hot at all times
(3) Pull 110v 12 Gauge SL Cable, One 20 AMP Breaker Installed in Main Breaker Panel for A/C
Inverter Wired Hot at All Times with Manual Shut Off. Located in B-Pillar
Additional Dome Light in Front Bulkhead Center Compartment

- RVS Backup Camera - 7" Mirror Monitor
AM/FM Stereo Radio/CD/Clock
(8) Pull 110v 14 Gauge SL Cable, One 15 AMP Breaker Installed at Main Panel.
(7) 12v Wire Circuit
Interior Switch for Dome Lights
(2) Replace Standard Dome Lights with 4" x 11" LED Light
Generator Enclosure Kit for Onan QD12000 Diesel Generator
Generator Prep Kit, Diesel

Interior

- Note: No Seat Track Installed
Two Tank Monitoring System Mounted Inside Bathroom Wall Next to Light Switch
Note: Smooth Fiberglass Interior Sidewalls, Gray Vinyl Corner Board Shipped Loose
Heat Kit for Bathroom Waste Tank, On/Off Switch in B-Pillar Behind Driver
Bathroom Kit
Enlarged Bathroom Tank Package
Flip Seat - Featherweight, Single Mid-Back 17" w/ Lap Belts
USR Belt, Single - Per Passenger
Additional Steel Backer in Ceiling/Wall
Altro Faux Wood Floor Upgrade Iron Bamboo
Exterior Skirt Storage 72" x 27" x 24" High Box
(3) Exterior Skirt Storage 36"w x 27"d x 21" High Box w/Door
(2) Gray Vinyl Padded/FRP Wall with Door

Paratransit Equipment

- Braun Century Lift NCL919, 34" Wide
Double W/C Lift Door - Deluxe

Safety

- Locking Fuel Door - Deluxe (N/A Ford Transit)
LED Brake Light - Center High Mount

Terms: Payment Before Delivery 50% Deposit Required
Valid For: 30 Days
Delivery: 150 to 180 Days ARC Subject to Prior Sale

Due to market volatility in producer material costs, TESCO reserves the right to adjust pricing on this quote prior to production.

Table with 2 columns: Item, Price. Includes Unit Price (\$407,000.32), Mobility Rebate (\$1,000.00), Discount (\$17,000.32), Delivery (\$3,288.00).

Summary table with 2 columns: Item, Price. Includes Unit Total (\$392,288.00), Ext. Total (\$392,288.00), Trade-in(s) (\$0.00), Net Total (\$392,288.00).

Handwritten signature of Ben Connors

Sales Rep. Purchaser Fed Tax ID # Date

3/21/2022

Ben Connors

p 419-720-7433

bconnors@tescobus.com

f 419.836.8460

6401 Seaman Rd.

www.tescobus.com

P.O. Box 167230

419.836.2835

Oregon OH 43616-7230

Inyo County Health and Human Services

168 N. Edwards St

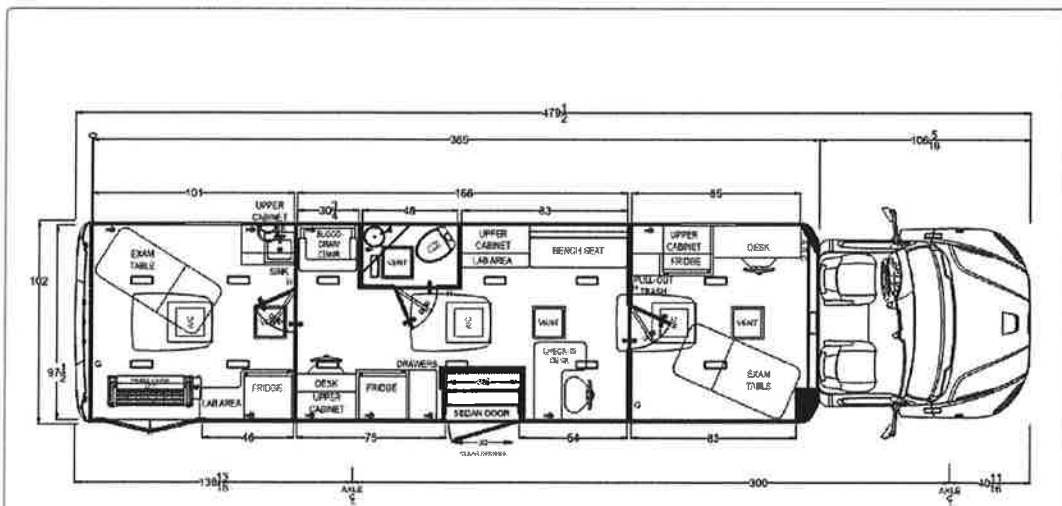
Meaghan McCamman

Independence CA 93526

mmccamman@inyocounty.us

Trades

Floorplan



- 110V OUTLET
- OPTIONAL EQUIPMENT
- A GENERATOR REMOTE SAFETY SWITCH
- B INVERTER POWER SWITCH
- C SEAT DOOR
- D COAT HOOK
- E HAND WASH & SANITIZER
- F COAT STORER
- G COAT HOOK
- H HAND SANITIZER
- I 180° LIGHT SINK/UPPER CABINETS
- J 14 LED DIMMABLE LIGHTS (4"x11")



Mobile Testing
Clinic.com

855.376.9797 • info@mobiletestingclinic.com

3 Room Clinic with Blood Draw Chair ADA Entrance
Final floorplan subject to engineering approval

TRUCK MODEL	ODYSSEY XL	TRUCK LENGTH	39' 11.5"	TRUCK MAKE	FREIGHTLINER S2C
TRUCK YEAR	AMP 092721 DNB	DIMENSIONING TOLERANCE	+/- 3"	TRUCK WEIGHT	26,000 lbs.



Proven Quality.
Trusted Name.

Quote #NQ55010

3/21/2022

Ben Connors p 419-720-7433
bconnors@tescobus.com f 419.836.8460

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P.O. Box 167230 419.836.2835
Oregon OH 43616-7230

Inyo County Health and Human Services

168 N. Edwards St Meaghan McCamman
Independence CA 93526

mmccamman@inyocounty.us

Additional Suggested Options

Graphics- Full Wrap	\$10,000.00
Delivery- \$1.50/mile	\$3,288.00
Graphics- Half Wrap	\$5,000.00





Local Indigent Care Needs Grant

Winter 2022 Implementation Grant Application Signature Page

By submitting this application for CMSP Local Indigent Care Grant Program, the applicant signifies acceptance of the applicant's responsibility to comply with all requirements stated in the Request for Proposals (RFP) authorized by the County Medical Services Program Governing Board (Governing Board). Further, the applicant understands that should the Governing Board award grant funding to the applicant, the Governing Board is not obligated to fund the grant until the applicant submits the correct and complete documents as required for the grant agreement; the Governing Board is otherwise satisfied that the applicant has fully met all Governing Board requirements for receipt of grant funding; and the grant agreement between the Governing Board and the applicant has been fully executed. The Governing Board shall have sole discretion on whether or not to award grant funding of any amount of the applicant.

I declare that I am the authorized representative of the applicant described herein. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Cover Sheet and the attached response to the CMSP Local Indigent Care Program Implementation Grant is true and correct.

Inyo County Department of Health and Human Services

Organization

Marilyn Mann

3/29/2022

Authorized Signatory

Date

Marilyn Mann

Director

Name

Title

EXHIBIT D

**COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD
GRANTEE DATA SHEET**

Grantee's Full Name:	INYO COUNTY HEALTH AND HUMAN SERVICES
Grantee's Address:	1360 N. MAIN ST SUITE 201 BISHOP, CA 93514
Grantee's Executive Director/CEO: (Name and Title)	Marilyn Mann, Director of Health and Human Services
Grantee's Phone Number:	760-873-3305
Grantee's Email Address:	mmann@inyocounty.us
Grantee's Type of Entity: (List Nonprofit or Public)	County
Grantee's Tax Id# [EIN]:	95-6005445

I declare that I am an authorized representative of the Grantee described in this Form. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Form is true and correct.

GRANTEE: INYO COUNTY HEALTH AND HUMAN SERVICES

By: _____
Title: _____
Date: _____

EXHIBIT E

USE OF GRANT FUNDS

1. Use of Grant Funds. Grantee shall use the Grant Funds solely for the purpose of performance of the Project.

2. Allowable Expenses. Grant Funds may be used to fund allowable expenses. Grantee shall provide Board with reasonable proof that Grantee has dedicated the Grant Funds to allowable expenses. Allowable expenses must be *appropriate, necessary, reasonable and applicable to the Grant Program* and may include but are not limited to:

- Costs that comply with the limitations of the Grant Agreement as well as other applicable federal, state, and county laws and regulations
- Costs that are accounted for consistently and in accordance with generally accepted accounting principles
- Rental or purchase of necessary equipment, expansions of current facilities, and/or renovation/remodeling of current facilities
- Speaker fees for services rendered
- Purchase of supplies for scheduled training if the supplies are received and used during the budget period
- Food and non-alcoholic refreshments for scheduled training events up to \$15 per individual total for the duration of the Project when justified as an integral and necessary part of a training event (i.e., a working meal where business is transacted)
- Food and non-alcoholic refreshments for client incentives up to \$15 per individual total for the duration of the Project when justified as an integral and necessary part of the Project
- Gift Cards and Gas Cards or Vouchers up to \$30 per client total for the duration of the Project when justified as an integral and necessary part of the Project
- Stipends for non-salary employees**
- Travel costs for both patients and staff. Travel shall be limited to the relevant days plus the actual travel time to reach the destination location by the most direct route and shall not include first class travel. Local mileage costs only may be paid for local participants. No per diems for meals or lodging shall be included.
- All or part of the reasonable and appropriate salaries and benefits of professional

personnel, clerical assistants, editorial assistants, and other non-professional staff in proportion to the time or effort directly related to the Project

- Medical Supplies
- Conferences and trainings, including necessary recording of proceedings, simultaneous translation, and subsequent transcriptions
- IT Expenses

** All expenses must be comprised in a budget previously approved by Board staff.*

***Common stipend recipients include Clinical Interns, Volunteers or Community Partners.*

3. Unallowable Expenses. Grant Funds shall not be used to fund unallowable expenses. Grantee shall refund to the Board any Grant Funds expended for unallowable expenses. Unallowable expenses include but are not limited to:

- Alcohol
- Bad debt expenses
- Defense and prosecution expenses, including but not limited to prosecuting claims against the Board or defending or prosecuting certain criminal, civil or administrative proceedings and related legal fees and costs
- Entertainment costs (unless specifically written into the budget and approved by the Board), including costs of amusement, diversion, social activities, ceremonials, and related incidental costs, such as bar charges, tips, personal telephone calls, and laundry charges of participants or guests
- Fines and penalties
- Traffic citations, including but not limited to parking citations
- Fundraising or lobbying costs
- Advertising (unless specifically written into the budget and approved by the Board)
- Memorabilia or promotional materials
- Honoraria or other payments given for the purpose of conferring distinction or to symbolize respect, esteem, or admiration
- Goods or services for personal use, including automobiles housing and personal living expenses or services
- Per diem or expenses for participants in a scheduled training event

- Investment management fees
- Losses on other sponsored projects
- Lease/purchase of land, buildings, or new construction
- Firearms
- Signing and Retention Bonuses
- Membership dues, including but not limited to memberships in civic, community or social organizations, or dining or country clubs
- Direct legal fees and costs incurred in development and implementation of the Project provided by individuals who are not employees of Grantee.***

4. Determination of Allowable and Unallowable Expenses. It is recommended that expenses be included in Grantee's budget with sufficient detail and that such budget is approved by Board staff prior to expenditure or, alternatively, expenditures be otherwise approved by the Board staff prior to expenditure. The Board shall determine whether an expense is an allowable or unallowable expense as provided in this Agreement. The Board's determination shall be in its sole discretion and shall be final.

****Such direct legal fees and costs that are both appropriate and reasonable may be included in Grantee's administrative and/overhead expenses directly attributed to the Project as set forth in Section 2.D of the Agreement.*



County of Inyo



Health & Human Services - Social Services

CONSENT - ACTION REQUIRED

MEETING: July 12, 2022

FROM: Anna Scott

SUBJECT: Sole-source contract between County of Inyo and Symmetric Solutions, Inc.

RECOMMENDED ACTION:

Request Board: A) declare Symmetric Solutions, Inc. of Redding, CA a sole-source provider of Homeless Information Management System (HMIS) and Coordinated Entry (CE) consultation services; B) approve the contract between the County of Inyo and Symmetric Solutions, Inc. of Redding, CA for the provision of HMIS and CE consulting services in an amount not to exceed \$33,600.00 for the period of July 1, 2022 to June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The Health and Human Services Department has been working with State and Federal housing authorities, including Housing and Urban Development (HUD) and the California Interagency Council on Homelessness (Cal ICH), to transition the responsibility of the Eastern Sierra Continuum of Care Collaborative Applicant and Coordinated Entry system roles from Inyo Mono Advocates for Community Action (IMACA) to HHS. This process was initiated on an emergency basis due to significant fiscal challenges faced by IMACA, and required HHS to quickly become familiar with the requirements of several grants and systems in order to maintain compliance, and to ensure minimal disruption to clients who are receiving services to prevent or mitigate homelessness.

The Department has engaged a consultant who had begun to work with IMACA earlier in the 2021-2022 fiscal year regarding the HMIS and Coordinated Entry systems. The Department will be expected to meet reporting requirements for the HMIS and requires immediate assistance in order to meet the first deadline in July 2022.

HHS staff have had minimal access to HMIS in the past and are on a sharp learning curve. Therefore, the Department is requesting your Board's approval to enter into a sole-source contract with Symmetric Solutions Inc. in order to immediately begin working on reporting, and to develop compliant procedures for operating the HMIS and Coordinated Entry systems over the coming months.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could chose not to approve this sole-source contract. Doing so would mean that HHS would need to initiate a competitive process to identify an appropriate contractor and would likely miss state and federal reporting requirements, potentially putting regional Continuum of Care funding at risk.

OTHER AGENCY INVOLVEMENT:

Eastern Sierra Continuum of Care, including Mono County, Apline County, Mammoth Lakes Housing, California Indian Legal Services, Wild Iris, IMACA

FINANCING:

This contract is budgeted in CoC (055900) in Professional Services. No County General funds.

ATTACHMENTS:

1. Symmetric Solutions, Inc. Contract

APPROVALS:

Anna Scott	Created/Initiated - 6/18/2022
Darcy Ellis	Approved - 6/20/2022
Melissa Best-Baker	Approved - 6/20/2022
John Vallejo	Approved - 6/20/2022
Amy Shepherd	Approved - 6/20/2022
Anna Scott	Final Approval - 6/21/2022

AGREEMENT BETWEEN COUNTY OF INYO

AND Symmetric Solutions, Inc.

FOR THE PROVISION OF HMIS and Coordinated Entry Consulting **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the HMIS/CE Consulting services of Symmetric Solutions, Inc. of Redding, CA (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 Marilyn Mann, whose title is: HHS Director, or her designee. 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 thirty-three thousand, six hundred dollars and zero cents Dollars

(\$ 33,600.00) (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>Health and Human Services</u>	Department
<u>PO Drawer H</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Scott Rich, Symmetric Solutions, Inc.</u>	Name
<u>691 Meraglia St., Ste. B</u>	Address
<u>Redding, CA 96002</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 Symmetric Solutions, Inc.

FOR THE PROVISION OF HMIS and Coordinated Entry Consulting **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

Scott Bich
Print or Type Name

Dated: _____

Dated: 6/2/22

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 INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Symmetric Solutions, Inc.
FOR THE PROVISION OF HMIS and Coordinated Entry Consulting **SERVICES****

TERM:

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

SCOPE OF WORK:

Symmetric Solutions, Inc. (Contractor) agrees to provide the following professional services to assist Inyo County Department of Health and Human Services (Agency) with their Homeless Information Management System (HMIS) and Coordinated Entry (CE) implementation. This 12-month project will include oversight for all federal and state reporting requirements listed below:

HMIS

- Assist Lead Agency with general HMIS project vision and direction
- Review HMIS Policies and Procedures and recommend updates in compliance with best practices and HUD standards
- Review Data Security Plan, Data Quality Plan, and Data Privacy Policy and recommend updates in compliance with best practices and HUD standards
- Review CoC and software vendor for HUD HMIS Data Standards compliance
- System Administrator assistance for Data quality assurance
- Review HMIS project setup and recommend revisions for compliance with ESG, HHAP, CESH, APR, and LSA reporting requirements
- Review current CHO participation and recommend plan for future growth
- Assist Lead Agency with system use training and support to system users.
- Assist Lead Agency with preparation of the annual Sheltered and Unsheltered Point-in-Time report for submission on HUD HDX website
- Assist Lead Agency with completion of LSA report for submission
- Assist Lead Agency with completion of System Performance Measures for submission

COORDINATED ENTRY

- Assist Lead Agency and CoC with general Coordinated Entry project vision and direction
- Review Coordinated Entry Policies and Procedures and recommend updates in compliance with best practices and HUD standards
- Assist Lead Agency with the design and implementation of Coordinated Entry
- Assist Agency staff with training for Coordinated Entry and Workflow

All work will be completed remotely unless mutually agreed upon by both parties.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Symetric Solutions, Inc.

FOR THE PROVISION OF HMIS and Coordinated Entry Consulting **SERVICES**

TERM:

FROM: July 1, 2022

TO: June 30, 2023

SCHEDULE OF FEES:

Total compensation for this contract shall not exceed \$33,600, payable in monthly installments pursuant to Section 3.D. Payments not received on time will be assessed a 5% late fee for each 30 days payment is late.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Symmetric Systems, Inc.
FOR THE PROVISION OF HMIS and Coordinated Entry Consulting **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 **\$1,000,000** per occurrence or claim, **\$2,000,000** 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-



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 12, 2022

FROM: Leslie Chapman

SUBJECT: Mendenhall Park Expansion

RECOMMENDED ACTION:

Request Board discuss and consider directing staff to:

- A) Obtain a letter of permission from LADWP to maintain property adjacent to Mendenhall Park in Big Pine that was leased and maintained by the Big Pine School until recently; and/or
- B) Work with LADWP to secure a long-term right to operate and maintain the park area, including the currently leased area known as Mendenhall Park and the property historically leased by Big Pine School; or
- C) Notify LADWP that the County desires to continue to operate and maintain Mendenhall Park, which is currently in a hold-over lease status, without assuming responsibility for the additional property.

SUMMARY/JUSTIFICATION:

For many years, and up until very recently, the property on the corner of N. Main St. and Baker Creek Road that surrounds Mendenhall Park has been leased by Big Pine School. It has two baseball diamonds, the skeleton of a batting cage, and restrooms; none of the facilities have been used for many years, yet pursuant to lease terms the school is required to maintain them by watering the grounds, mowing weeds, cleaning up trash and managing unauthorized campers in the dugouts and in the parking areas. Many people park there and walk across the highway to frequent the businesses on the east side of Main Street, which can be dangerous due to the road curvature and fast speeds of vehicles traveling past. Most importantly, emergency crews use that property to stage emergency response operations for incidents ranging from Bishop to Lone Pine. A map of the property is attached showing both the County's and the school's leases outlined in yellow.

A few years ago, Big Pine School District discontinued use of the ball fields yet maintained the lease and its related responsibilities. Subsequent discussions between the School, the County and DWP generated some ideas, including the County assuming the school's responsibilities under the school's lease using County staff and resources.

This arrangement between the three parties would have required a letter of permission from DWP and a Memorandum of Understanding with the school district spelling out the terms and responsibilities. However, the School Board has decided to abandon the lease completely, giving a 30-day notice to vacate and rendering any MOU discussions moot.

A provision in LADWP leases requires that infrastructure be removed when a lease is abandoned, and as of now, the school intends to remove the structures and return the property to its original state -- bare land.

Consequently, the County has at least three options to pursue.

One option is to seek a letter of permission directly from LADWP, ultimately replacing the school as the party primarily responsible for the park lands in question – including mowing the weeds, cleaning trash, mitigating illegal parking, and managing the needs of emergency response teams when needed. While there is no guarantee at this time, there may be the opportunity to save the infrastructure under this option in hopes that it can once again be utilized by the community. The benefit of this option is that the County could assume responsibility quickly and consider improvements such as installation of a disk golf course, which is very popular with the community. The downside is that there will be no change in the lease status of the property.

Another option would be for the County to rely on the landowner, LADWP, to maintain the property while the County seeks LADWP approval of a long-term land tenure agreement for both Mendenhall Park and the additional property. The benefit here is that a long-term agreement would give the County more options to obtain financing for improvements that would add value to the community and its citizens. However, the timeline to achieve this is uncertain considering the strained landlord/tenant relationship the County currently has with LADWP.

The third option is to do nothing and let the lease revert to LADWP who would then be responsible for maintaining the property as the landowner.

Today, your Board is asked to consider the pros and cons of these options and provide staff direction based on those discussions.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

LADWP

FINANCING:

Cost estimates have not been calculated; however, additional staff time and resources will need to be allocated to Parks and Recreation to provide the additional maintenance.

ATTACHMENTS:

1. School Lease Map

APPROVALS:


Leslie Chapman
Darcy Ellis
John Vallejo

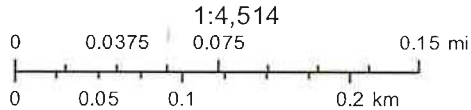
Created/Initiated - 7/6/2022
Approved - 7/6/2022
Final Approval - 7/6/2022

Viewer Map



June 8, 2022

 Business Leases



Esri, HERE, Garmin, (c) OpenStreetMap contributors
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user



County of Inyo



County Administrator - Advertising County Resources

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: July 12, 2022

FROM: Leslie Chapman

SUBJECT: Request for Proposals for Film Commissioner Services

RECOMMENDED ACTION:

Request Board review and provide input on a proposed Request for Proposals for Inyo County Film Commissioner services, and direct staff to release the RFP.

SUMMARY/JUSTIFICATION:

As a result of sentiment expressed by the Board in May 2021 and in keeping with past practice to review Film Commissioner services every 4-6 years, staff prepared the attached Request for Proposals for your review and input. While RFPs normally don't come to the Board for review, staff felt it prudent to allow the Board to continue conversations begun in May 2021 and to provide feedback as to what Inyo County is looking for in a Film Commissioner and what tasks it expects to be completed.

The RFP presents a detailed scope of work in addition to expectations and goals. It was based on the last RFP issued for Film Commissioner services in 2013, with edits and additions made by the County Administrator and staff.

Film Commissioner Chris Langley was the sole respondent to the 2013 RFP. He has served as Inyo County's Film Commissioner since 2007, most often as a sole-source provider. It has become practice to revisit every 4-6 years whether to issue RFPs or continue sole-source contracting. The Board declined to have staff prepare and issue an RFP for Film Commissioner services in 2018, and instead approved a three-year sole-source contract with Mr. Langley.

Mr. Langley's latest contract expired June 30. It was approved on May 25, 2021 after discussion among the Board about reexamining the Film Commissioner position - a discussion prompted by members of the Board expressing interest in a one-year contract for FY 21-22 instead of a new three-year contract.

The timeline included in the RFP has proposals due in mid-August, with the new contract (also attached) to take effect October 1. To ensure continuity in service until a proposal is selected and a new contract awarded, staff prepared and your Board approved an amendment to extend the term of Mr. Langley's contract through September 30.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose not to direct staff to issue an RFP.

OTHER AGENCY INVOLVEMENT:

Clerk of the Board, County Counsel

FINANCING:

Funding for a FY 22-23 Film Commissioner Contract is available in the Advertising County Resources budget (011400), Object Code 5535.

ATTACHMENTS:

1. Film Commissioner RFP for FY 22-23
2. Film Commissioner Contract for FY 22-23

APPROVALS:

Darcy Ellis
Leslie Chapman
John Vallejo
Amy Shepherd

Created/Initiated - 7/6/2022
Approved - 7/6/2022
Approved - 7/6/2022
Final Approval - 7/7/2022

REQUEST FOR PROPOSALS

The County of Inyo, through the Office of the County Administrator, seeks to obtain the services of an individual, organization, or firm with demonstrated experience to effectively serve as the County's Film Commissioner.

I. PROJECT DESCRIPTION/BACKGROUND

Encompassing more than 10,000 square miles, Inyo County features an epic landscape of unparalleled variety, natural wonders and stunning vistas, recreational opportunities, cultural amenities, and rich indigenous, pioneer, mining, water, and movie-making histories.

Located fewer than three hours from Los Angeles, the epicenter of the entertainment universe, Inyo County has for decades provided the ideal locations for hundreds of motion pictures, television shows, commercials, music videos, and print advertisements, as well as countless amateur endeavors similar in nature. The County's film-friendly legacy – dating back to the 1920s – and popularity with the film industry long ago earned it the nickname “Hollywood’s backlot.” Often synonymous with Westerns, Inyo County has been the home away from home for some of the genre's biggest names, including Gene Autry, Hopalong Cassidy, John Ford, Clint Eastwood, Jack Palance, Randolph Scott, Sam Peckinpah, and John Wayne. Gregory Peck, Cary Grant, Spencer Tracy, Ida Lupino, Alan Ladd, Tony Curtis, Jack Lemon, and Natalie Wood have also graced the camera-ready landscape of Inyo County, including the Alabama Hills, Owens Valley, the Sierra Nevada, and Death Valley.

The county has also served as the setting for non-Western blockbusters including *Gunga Din*, *High Sierra*, *Tremors*, *Star Trek V* and *Star Trek Generations*, *Gladiator*, *Iron Man*, and *Django Unchained*, and welcomed such stars as Brad Pitt, Kevin Bacon, Robert Downey Jr., Russell Crowe, and Jamie Foxx ... to name a few.

Since at least the 1990s, the County of Inyo has formally relied on individuals and organizations to promote the county as a location for commercial filming, through a combination of sole-source contracts and contracts resulting from Requests for Proposal. Having utilized sole-source contracts since 2013, the County seeks once more to solicit proposals from prospective contractors.

As part of its annual budget process, and as its fiscal circumstances permit, the County endeavors to provide funding for marketing of Inyo County and the region as a whole, as a supplement to the ongoing marketing activities of individual business enterprises, the chambers of commerce, other public agencies, non-profit organizations, and regional collaborators. **In recent County Budgets, including the Fiscal Year 2021-2022 County Budget, the Board of Supervisors has appropriated up to \$38,000.00 for Film Commissioner services.**

In soliciting proposals for the provision of Film Commissioner services, the County seeks to get the highest level of professional service possible for the lowest possible cost. The County recognizes that the amount of funding it has available for the project may govern the scope and nature of the Film Commissioner services and additional marketing activities that are proposed. However, while the Minimum Scope of Work required by this RFP is significant, prospective respondents are informed that the Minimum Scope of Work identified below

is representative of the Scope of Work for which the County has successfully entered into professional services contracts during the past 10 years.

It is the intent of the County to evaluate all proposals received in response to this RFP from responsible applicants. To be considered, one (1) Printed Original and three (3) Printed Copies of the Proposal must be received prior to the close of business on August 12, 2022 at

County of Inyo
Office of the Inyo County Administrator - Film Commissioner RFP
P.O. Drawer N / 224 N. Edwards Street
Independence, CA 93526

Note: The U.S. Post Office will only deliver mail addressed to the P.O. Drawer, not the street address. Postmarks will not be accepted. Facsimile and electronic copies will not be accepted.

All proposals received by the submittal deadline will be reviewed by a committee of County staff to evaluate each respondent's proposal relative to completeness, experience, scope of work, budget, value, and ability to contract.

Inyo County reserves the right to reject all proposals received in response to this RFP. The County is also reserving the right to negotiate with multiple respondents and, possibly, recommend the Board of Supervisors award multiple contracts for Film Commissioner services.

The term of the contract will be for a minimum of 8 months (October 1, 2022 through June 30, 2023), contingent on the Board's approval of the FY 2022-2023 budget. The contract will include three, one-year extension options.

II. MINIMUM SCOPE OF WORK

In requesting and evaluating proposals for Film Commissioner services, the County of Inyo intends to rely on the expertise of the respondents – as experienced professionals familiar with Inyo County's geography and relationship with local land owners – to recommend and demonstrate the most advantageous and cost-effective means of attracting and supporting commercial filming in the county, including all of its many sub-regions. In preparing their proposals, respondents are encouraged to recognize the financial resources the County has appropriated for the project, and demonstrate how these resources will be leveraged for maximum results.

At a minimum, the Contractor selected to provide Film Commissioner services will be expected to agree to, and successfully implement, the following Scope of Work. In preparing proposals, respondents are encouraged to identify efforts and activities they will agree to undertake in addition to this minimum Scope of Work:

General Duties & Responsibilities

The Contractor shall act in the capacity of Inyo County Film Commissioner. As the Inyo County Film Commissioner, the Contractor must perform the duties necessary for County to maintain a formal relationship with the California Film Commission, and ensure the County's continued participation in the California Film Commission's Film Liaisons In California, Statewide (FLICS) Program. These duties include, but are not limited to:

- A. Actively working to attract film production into all areas of Inyo County;
- B. Responding to production requests in a timely manner, not to exceed one week from the date of initial inquiry;
- C. Serving as a liaison between the film industry and the County and the community, including public and private landowners and other public agencies in the region; and
- D. Maintaining an active online presence for the Inyo County Film Commission through specified social media platforms and web content hosted on the County website, or a new, separate website (with a link on the County website).

In carrying out these duties, the Contractor shall regularly and routinely publicize contact information for the Office of the County Administrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services. At a minimum, this information shall be included in the local crew lists, production guide, and resources database that the Contractor is required to develop, maintain, and distribute, and publish on the website/webpage the Contractor develops, maintains, or operates in conjunction.

In performance of these duties, the Contractor shall:

- Maintain a working knowledge of the County and local business and government practices;
- Maintain a working knowledge of local commercial and non-profit resources available to provide services to film productions;
- Stay informed on production issues in Inyo County communities and convey this information to producers;
- Serve as an experienced troubleshooter for producers and the communities in which they work;
- Know how to secure permission to film on a variety of properties within the county;
- Be familiar with potential filming locations within the county and associated land tenure and ownership;

- Remain sensitive to the needs of all communities within the county;
- Develop and maintain relationships with Inyo County's five sovereign Native American tribes, as well as an understanding of the indigenous history of the area;
- Never solicit or accept fees, payments, donations, or other contributions for the provision of Film Commissioner services or on behalf of any entity or organization unless so authorized pursuant to and in conjunction with the County's film permit requirements;
- Adhere to the FLICS Code of Responsibilities, including avoiding actual or apparent conflicts of interest between the official duties and services provided and private financial interests, as well as the provision of:
 - ✓ location scouting assistance;
 - ✓ referral and liaison services with industry facilities and services;
 - ✓ liaison services to and among communities, production companies, government agencies, and Tribal governments;
 - ✓ augmented outreach; and,
 - ✓ timely and accurate information to production companies, the local community, governmental entities, and the California Film Commission;
- Provide film liaison and location services, including photography of locations;
- Provide service and support to each production company from the initial contact to the close of the production, including problem solving on film related matters;
- Act as a liaison between production companies and all levels of government, including the facilitation of permitting;
- Network with regional and state organizations related to filming;
- Only use the title of Inyo County Film Commissioner when acting in an official capacity pursuant to this agreement, and never for personal gain; and,
- Refrain from taking positions or engaging in activities, in an official capacity, contrary to the established policies of the County of Inyo or which might otherwise bring discredit to the County.

In addition, the Contractor shall:

1. Develop, maintain, and distribute local available crew lists in written and electronic form;
 2. Develop, maintain, and distribute a local resources database, including photography of locations throughout all regions of the County*, in written and electronic form;
 3. Develop, maintain, and distribute a current local production guide in written and electronic form;
- and,

4. Create and have published at least four (4) articles for the local and/or national and/or international media.

**Photographs can be provided by the County at Contractor's request.*

With regard to the crew lists, resources database, and production guide noted above, the Contractor will be required to provide it in written and electronic format acceptable to the County, and thereafter upload it to the Film Commission website/webpage.

Online Marketing

The Contractor shall develop and maintain interactive web content hosted on www.inyocounty.us, or using software approved by the Inyo County Information Services Director. The Contractor shall also create and maintain Inyo County Film Commission profiles and accounts on Facebook, Twitter, and Instagram.

With regard to the content posted online, the Contractor must:

- Adhere to the terms of use and codes of conduct established and published by the social media platforms.
- Ensure content is not in conflict with County values and policies.
- Not engage in any argumentative or controversial behavior online while identified as the Inyo Film Commissioner.

In particular, if the web content is not hosted on the County website, the Contractor must:

- Register Inyo County as the owner of the domain name for the website, and provide the County's Information Services Director with the information necessary to maintain the registration;
- Develop the website using software specified by the County's Information Services Director;
- Host the website on a server specified or approved by the County's Information Services Director and to which the County's Information Services staff has access;
- Provide backup electronic copies of all website content to the Information Services Director.

The total contract amount will vary depending on whether the Contractor develops a new website, or creates content for the County website. Payment for website services performed by the Contractor is dependent on the Contractor's adherence to these requirements.

**Art work for online use, such as photographs, can be provided by the County at Contractor's request.*

Administrative Services

The Contractor is responsible for providing for all administrative functions necessary to support the Inyo County Film Commission, including:

1. Maintaining physical office space, including a telephone line and payment of all utility costs;
2. Maintaining and, as appropriate, publicizing:

- a. a physical mailing address or Post Office Box;
 - b. a cellular telephone with voicemail;
 - c. an email account;
 - d. an Internet-based photo hosting service;
 - e. the Film Commission website; and
 - f. social media accounts on the following platforms: Facebook, Twitter, and Instagram.
3. Arranging for clerical support, and any other personal contract services that may be necessary to support the duties and responsibilities of the Film Commissioner
4. Providing all office supplies and, as necessary, photocopying and facsimile transmittal services.

In addition, the Contractor shall maintain an active membership in FLICS, and attend between two (2) and four (4) FLICS membership meetings during the term of the contract. The Contractor is responsible for preparing, maintaining, and administering all notifications and paperwork to the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner.

Furthermore, it is desirable during the course of this contract that the Contractor research and work with County staff, including Public Works, to evaluate the current County permitting system and recommend a more collaborative and streamlined process – possibly with the levying of fees to support the Inyo County Film Commission.

The Contractor shall keep the County Administrator or his designee, and the Inyo County Board of Supervisors apprised of its activities and accomplishments in the performance of the Agreement. At a minimum, the Contractor shall:

1. Within 30 days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall prepare all notifications and paperwork required by the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner. These documents shall be transmitted to the Office of the County Administrator for review and approval in advance of their submittal to the California Film Commission and, if necessary, for submittal to the California Film Commission by the County. Any subsequent modifications that may be required to this documentation will be processed in the same manner.
2. As soon as practicable, but no later than seven (7) days of receipt, the Contractor shall transmit to the Office of the County Administrator any notices or other communications the Contractor receives from the California Film Commission.
3. Within 60 days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall submit to the Office of the County Administrator, in paper and electronic form, the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, that the Contractor is required to develop, maintain, and distribute under the terms of this agreement. These products will become property of the County, and must be submitted in an electronic format acceptable to the County for viewing, reproduction,

and posting to a County website. As part of their submittal, the Contractor must identify all physical and electronic locations where these resources are available.

4. As needed, and at least once every 12 months and one (1) month prior to the expiration of the Agreement for the provision of Film Commissioner Services, the Contractor shall update the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, and transmit this information to the County as required in item 3 above.
5. Copies of all articles generated by the Contractor and published by local and/or national and/or international media will be transmitted to the Office of the County Administrator with the Contractor's next monthly invoice for services.
6. Make at least two (2) Verbal Reports a year, once in April and once in October, to the Board of Supervisors during the course of this contract. The Contractor is encouraged to make additional Verbal Reports to the Board of Supervisors as may be warranted based on filming activity in the County. The Contractor will be responsible for contacting the Assistant Board Clerk to make arrangements to be placed on the Board of Supervisors' agenda.
7. In addition to the two (2) Verbal Reports required in item 5 above, the Contractor shall prepare and present, in person, two (2) Written Reports a year to the Board of Supervisors. The Written Reports shall be submitted to the County Administrator, to be agendaized for an upcoming Board of Supervisors' meeting, no later than July 31st and January 31st of each year during the term of the Agreement for the provision of Film Commissioner Services. During the last year of the Agreement, a Final Written Report shall be prepared and submitted no later than December 1st in lieu of the January 31st deadline. At a minimum, the Written Reports must include:
 - a. A summary of the Contractor's activities and accomplishments relative to carrying out the duties and responsibilities of Inyo County Film Commissioner;
 - b. A tally, by type of production (e.g., major motion picture, minor film, commercial, still photography or other categories deemed meaningful by the Film Commissioner), since execution of the Agreement or since submittal of the last Written Report of:
 - i. production requests received by the Contractor;
 - ii. production contacts initiated by the Contractor; and,
 - iii. (if applicable) County Film Permits prepared by the Contractor.
 - c. Identification and itemization, by category, of all productions filmed in Inyo County since execution of the Agreement or since submittal of the last Written Report. For each production identified, the Contractor shall provide their best estimate as to:
 - i. number of out-of-county personnel involved in the production;
 - ii. The number of hotel/motel room nights encumbered by the production, and the estimated value;

- iii. The number of local residents directly employed by the production, and the estimated aggregate compensation of those employed; and,
- iv. The number and types of local businesses providing goods or services to the production, and the estimated aggregate value of the goods or services.
- d. Discussion of specific marketing efforts including copies of tear sheets, copies of webpages, identification of events attended, and, photos of any Contractor exhibits or displays at attended events;
- e. Copies of the current local crew list, current local production guide, and current local resources database, including photography of locations throughout all regions of the County; and,
- f. Copies of all Contractor-generated articles published since the last written report.

The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a material breach of these reporting requirements. Therefore, the parties agree that, in the event that Contractor fails to comply with these reporting requirements and associated deadlines, Contractor shall pay County, as liquidated damages, the amount of Contractor's monthly fee, as established in the Fee Schedule of the Agreement for the provision of Film Commissioner Services, for each failure to comply, which amount will be deducted from amounts due the Contractor.

Additional Marketing Activities

In addition to marketing the County as a filming location through active participation in FLICS and its California Location Request Service and creating articles for the local, national, and/or international media, the Contractor may perform, and be compensated separately for, additional marketing activities. Any specific, supplemental marketing activities must be identified in the Contractor's proposal and associated budget, and agreed to in the Fee Schedule included in the Agreement for the provision of Film Commissioner Services.

Separately compensated marketing activities may include but are not limited to:

- Attending appropriate industry events, and maintaining a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner and show and/or the Association of Film Commissions International (AFCI) Locations Show.
- Developing and maintaining an interactive Inyo Film Commission website, separate from and not hosted on www.inyocounty.us.

**Art work such as photographs can be provided by the County at Contractor's request.*

All resource materials and promotional materials developed in conjunction with this Scope of Work, including but not limited to the Inyo County Film Commission website, domain name, artwork and hand-outs distributed

at industry events, local crew lists, local production guide, and local resources database (including photography of locations throughout all regions of the County), in written and electronic form, shall:

- A. Identify the Office of the County Administrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services, and provide the telephone number and e-mail address for the Office of the County Administrator for this purpose.
- B. Become the property of the County of Inyo.

III. PROPOSAL REQUIREMENTS

The response to this RFP must contain the following sections:

- I. **Introduction.** The introduction should be a description, not to exceed three (3) single-sided pages that introduces the respondent and:
 - i. Demonstrates the respondent's overall experience providing Film Commissioner-related, or film liaison-related services to the commercial filming industry; and
 - ii. Indicates the respondent's likely ability to successfully perform the Scope of Work described in Section II of this RFP.
- II. **Respondent's Scope of Work.** The Scope of Work section of the proposal should describe the specific approaches and mechanics of how the respondent intends to fulfill the Scope of Work described in Section II of this RFP. The Scope of Work is not to exceed seven (7) pages and, at a minimum, the respondent's Scope of Work should be organized to address each of the sub-sections identified in the Scope of Work (Section II) described below: General Duties & Responsibilities; Administrative Services; Reporting; and, Additional Marketing Activities (if any).
 - i. *General Duties & Responsibilities.* Describe how the respondent will provide the General Duties & Responsibilities described in the Scope of Work (Section II). Note any exceptions to the General Duties & Responsibilities described in the Scope of Work (Section II). Additionally, note any additional services the respondent proposes to perform as General Duties & Responsibilities.
 - ii. *Administrative Services.* Acknowledge and describe, generally, how the respondent intends to provide the Administrative Services (office space, clerical support, etc.) described in the Scope of Work (Section II, page 8).
 - iii. *Reporting.* Acknowledge the Reporting requirements in the Scope of Work (Section II) and note any exceptions.

- iv. *Additional Marketing Activities.* Describe any additional marketing activities the respondent proposes to provide besides, or in addition to those services already identified and required in the General Duties & Responsibilities, Administrative Services, and Reporting sections of the Scope of Work (Section II). Additional marketing activities may include, but are not limited to, the development and maintenance of a Film Commission website and/or participation in industry trade shows described in the Additional Marketing Activities section of the Scope of Work (Section II).
- III. **Budget.** The Budget section of the proposal, not to exceed one (1) page, should clearly and simply identify how much the respondent proposes to charge the County for performing the Scope of Work. The Budget section of the proposal should identify:
- i. *Monthly Fee.* The flat monthly fee the respondent expects to be compensated for providing and performing the General Duties & Responsibilities, Administrative Services, and Reporting requirements specified in the Scope of Work (Section II).
 - ii. *Travel Expense.* The annual, not-to-exceed amount the respondent expects to be compensated for routine travel associated with performing the Scope of Work (Section II), including specific travel costs incurred in association with Additional Marketing Activities described in the respondent's Scope of Work.
- Note: The Contractor's travel and per diem expense will be paid in accordance with Section 3. Paragraph B. of the Agreement for the provision of Film Commissioner Services (sample attached). These costs include all mileage, lodging, and food expenses associated with all of the general services and work requested by the County in this Agreement, as well as the specific marketing activities that may be undertaken by this agreement. The Contractor's travel and per diem expense reimbursement for performing the agreed upon Scope of Work shall not exceed the amount proposed here by the respondent if agreed to by the County. The provisions of Section 3. Paragraph B. of the Agreement for the provision of Film Commissioner Services notwithstanding, due to the oftentimes spontaneous nature of the services and work being performed, the Contractor is pre-approved to incur travel and per diem expenses in an amount not to exceed the agreed upon amount during the term of this contract.
- iii. *Additional Marketing Activities.* The amount, if any, the respondent expects to be compensated for the provision of any Additional Marketing Services identified in the respondent's Scope of Work. As applicable, each additional marketing activity should be assigned a flat cost.
- IV. **Production Experience.** The respondent must identify at least three (3) major motion pictures for which the respondent has performed a role or roles similar to those services being requested through this RFP during the past 10 years. For each of the three (3) motion pictures, provide a description not to exceed one page per movie, identifying the film; the person or persons

(including title and current contact information) with whom the respondent worked most closely; and a description of the services provided by the respondent.

In addition, respondents are encouraged to provide a list, not to exceed two (2) pages, identifying the film-related projects in which they've been involved. For each project: identify the project, the year, the location, and a primary contact person.

- V. **Personnel & Volunteers.** If the respondent is an entity or organization, it must identify, by name, the individual who is proposed to serve as Film Commissioner. All respondents, including individuals, must identify all subordinate employees or sub-contractors, if any, and their specific roles in supporting the Film Commissioner in carrying out the respondent's Scope of Work. Resumes for each identified individual may be submitted but are not required.

Similarly, if the respondent intends to utilize volunteers in carrying-out any portion of the respondents proposed Scope of Work, the specific services and activities relying on volunteer services should be identified.

- VI. **Ability to Contract & Exceptions.** The respondent must provide a statement as to the respondent's ability to enter into County of Inyo Standard Contract No. 124, and note any exceptions. A sample of Standard Contract No. 124 is attached, which may be modified to incorporate provisions described in this RFP or the resulting negotiation of proposals. This section should also be used for the respondent to summarize any exception to the Scope of Work (Section II).

Note: Proposals will not be returned to the respondents, and any information a respondent desires to be kept confidential should be excluded from any proposal.

IV. EVALUATION CRITERIA/SELECTION PROCESS

A review committee comprised of County staff will evaluate all submitted proposals. The evaluation will be based solely on the information conveyed in the proposal and the County's previous experience, if any, in working with the respondent under contract.

In evaluating each proposal, each member of the review committee will assign a score of 1 to 25 points (with 25 points being the highest score possible) for each of the following criteria. Each criterion will be weighted as indicated:

1. **Completeness of Proposal.** Does the proposal clearly and completely include the components and provide all of the information requested in Section III Proposal Requirements?
Weighted 10%.
2. **Experience.** Does the respondent demonstrate the experience necessary to successfully implement the scope of work?
Weighted 20%.

3. **Respondent's Scope of Work.** Does the respondent's proposal demonstrate a reasonable approach and willingness to implement the Minimum Scope of Work (Section II)? Does the respondent's proposal include the provision of services – excluding additional marketing services for which the respondent seeks additional compensation – in addition to those required by the Minimum Scope of Work? Does the respondent identify exceptions to the Minimum Scope of Work?
Weighted 20%.
4. **Budget.** The respondent's proposed budget will be compared to other proposals in terms of the absolute total Monthly Fee and total annual not-to-exceed Travel Expense. Proposed budgets for Additional Marketing Activities will only be included in this evaluation if an additional marketing activity is common to all proposals.
Weighted 25%.
5. **Value.** What is the perceived value of the proposal when the respondent's experience and proposed scope of work is considered relative to the proposed budget?
Weighted 20%.
6. **Ability to enter into and adhere to Standard Contract No. 124.** Has the respondent clearly indicated their ability and willingness to enter into Standard contract No. 124 without deviation? What is the significance of the exceptions, if any, the respondent requests to Standard Contract No. 124? If a respondent has previously worked for the County under contract, how well has the contractor complied with contract provisions?
Weighted 5%.

For each proposal, the individual scores that each member of the review committee assigns to each evaluation criteria will be weighted and totaled. In this manner, the highest possible score any proposal can receive from any member of the review committee is 25 points. For purposes of ranking proposals, the total score that each proposal receives from each member of the review committee will be totaled to arrive at an aggregate score for each proposal. If the review committee is comprised of five (5) or more reviewers, the highest and lowest score assigned to each proposal will be excluded from the aggregate score.

Following the review and ranking of proposals, Inyo County may invite, at its discretion, up to five (5) respondents submitting the highest ranked proposals to in-person interviews to clarify aspects of their proposals. The interview process may result in additional rankings being developed.

Inyo County reserves the right to reject all proposals received in response to this RFP. The County is also reserving the right to negotiate with multiple respondents and, possibly, award multiple contracts for Film Commissioner services.

Once proposals are ranked, the County's past experience in contracting with respondents considered, and the results of interviews (if any) considered, Inyo County will commence contract negotiations, including finalizing the Scope of Work and associated Fee Schedule, with the respondent(s) receiving the highest total ranking(s).

If the County and a respondent are unable to consummate an agreement, the County may reject that respondent, and begin negotiations with the respondent receiving the next highest ranking. This process may continue until the County reaches an agreement with a contractor or contractors. Once an agreement is reached, the successful contractor shall execute County of Inyo Standard Contract No. 117, which will then be forwarded to the Board of Supervisors for approval. The execution of the contract by the authorized representative of the County of Inyo will constitute notice to the contractor to proceed with the work.

The term of the contract will be for a minimum of 8 months (October 1, 2022 through June 30, 2023), contingent on the Board's approval of the FY 2022-2023 budget. The contract will include three, one-year extension options.

V. INQUIRIES

Any inquiries regarding this solicitation, must be made in writing in the form of an email, addressed to Darcy Ellis, Assistant to the County Administrator, at dellis@inyocounty.us. At its sole discretion, the County will respond to inquiries made in this manner and received no later than 5 p.m. on February 8, 2013, via e-mail.

Any County responses to inquiries regarding this RFP will be simultaneously emailed to all potential respondents who, as of the time of the County's specific response, have been included on a Notification List. To be placed on the Notification List and receive responses to inquiries the County may issue, or be notified of changes to this RFP, interested parties must notify Ms. Ellis, via email, no later than 5 p.m. on Friday, August 12, 2022. Receipt of the request will be confirmed via e-mail as soon as possible. Interested parties not receiving e-mail confirmation of their request to be placed on the Notification List should contact Ms. Ellis at (760) 878- 0292 to ensure their request has been received.

VI. SUBMITTAL INFORMATION

Those parties wishing to submit proposals should send them to:

County of Inyo
Office of the Inyo County Administrator - Film Commissioner RFP
P.O. Drawer N / 224 N. Edwards Street
Independence, CA 93526

Note: The U.S. Post Office will only deliver mail addressed to the P.O. Drawer, not the street address. Postmarks will not be accepted. Facsimile and electronic copies will not be accepted.

DEADLINE: To be considered, one (1) Printed Original and three (3) Printed Copies of the Proposal must be received prior to the close of business on August 12, 2022. Postmarks are not accepted.

VII. CONFIDENTIAL AND PROPRIETARY INFORMATION

Request for Proposals
Film Commissioner Services

Inyo County recommends applicants not submit materials it considers to be confidential or proprietary. Inyo County follows the intent of the California Public Records Act (PRA). If a respondent's Proposal contains material noted or marked as confidential and/or proprietary that, in Inyo County's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If Inyo County does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a respondent is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.

VIII. EXECUTION OF COUNTY CONTRACT

The selected contractor will be required to enter into County of Inyo Standard Contract No. 117, a draft copy of which is attached as Exhibit A. The contract may be modified to reflect specific conditions of this RFP or in response to proposals received. Please note the requirements in the Contract for worker's compensation, general liability, and vehicle liability insurance.

IX. RIGHTS OF THE COUNTY

The County retains sole discretion regarding every aspect of the RFP evaluation and selection process. The County reserves the right to, but is not limited to:

- Select the proposal for contract award
- Accept other than lowest offer
- Reject any or all responses without cause
- Reject all responses and seek new responses when such action is judged to be in the best interest of the County
- Request and receive additional information as the County believes is necessary, and disqualify any respondent and reject any responses for failure to promptly provide such additional information
- Request additional information or clarification from respondents, or allow corrections of errors or omissions
- Postpone or extend the RFP deadline for its own convenience or benefit
- To disregard all non-conforming, non-responsive or conditional proposals
- Approve or disapprove sub-contractors
- Waive technical defects in responses and to accept the response which, in the sole judgment of the County, is in its best interest
- Negotiate with any and all respondents
- Change the amount of funding available
- Enter into a contract with another respondent in the event the originally selected respondent fails to execute a contract with the County
- Reject any or all proposals or portions thereof, and to reduce the scope of the Project

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF FILM COMMISSIONER **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the film commissioner services of _____ of _____ (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 _____, whose title is: County Administrator. 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. INITIAL TERM AND OPTIONS.

The initial term of this Agreement shall be from October 1, 2022 to June 30, 2023 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From July 1, 2023 through June 30, 2024
- b. From July 1, 2024 through June 30, 2025
- c. From July 1, 2025 through June 30, 2026

County may exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions as stated in this Agreement.

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 \$ twenty-seven thousand four-hundred and no/100 Dollars (\$ 27,400.00) (initial term); \$ thirty-five thousand two hundred and no/100 Dollars (\$ 35,200.00) (option 1); \$ thirty-five thousand two hundred and no/100 Dollars (\$ 35,200.00) (option 2); \$ thirty-five thousand two hundred and no/100 Dollars (\$ 35,200.00) (option 3); for a total of \$ one-hundred thirty-three thousand and no/100 Dollars (\$ 133,000.00) (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, 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.

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.

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF **FILM COMMISSIONER** **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Print or Type Name

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 _____

FOR THE PROVISION OF _____ FILM COMMISSIONER _____ SERVICES

TERM:

FROM: October 1, 2022 TO: June 30, 2023

SCOPE OF WORK:

Section I. General Duties & Responsibilities

The Contractor shall act in the capacity of Inyo County Film Commissioner. As the Inyo County Film Commissioner, the Contractor must perform the duties necessary for County to maintain a formal relationship with the California Film Commission and ensure the County's continued participation in the California Film Commission's Film Liaisons In California, Statewide (FLICS) Program. These duties include, but are not limited to:

- A. Actively working to attract film production into all areas of Inyo County;
- B. Responding to production requests in a timely manner, not to exceed one week from the date of initial inquiry;
- C. Serving as a liaison between the film industry and the County and the community, including public and private landowners and other public agencies in the region; and
- D. Maintaining an active online presence for the Inyo County Film Commission through specified social media platforms and web content hosted on the County website, or a new, separate website (with a link on the County website).

In carrying out these duties, the Contractor shall regularly and routinely publicize contact information for the Office of the County Administrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services. At a minimum, this information shall be included in the local crew lists, production guide, and resources database that the Contractor is required to develop, maintain, and distribute, and publish on the website/webpage the Contractor develops, maintains, or operates in conjunction.

In performance of these duties, the Contractor shall:

- Maintain a working knowledge of the County and local business and government practices;
- Maintain a working knowledge of local commercial and non-profit resources available to provide services to film productions;
- Stay informed on production issues in Inyo County communities and convey this information to producers;

- Serve as an experienced troubleshooter for producers and the communities in which they work;
- Know how to secure permission to film on a variety of properties within the county;
- Be familiar with potential filming locations within the county and associated land tenure and ownership;
- Remain sensitive to the needs of all communities within the county;
- Develop and maintain relationships with Inyo County's five sovereign Native American tribes, as well as an understanding of the indigenous history of the area;
- Never solicit or accept fees, payments, donations, or other contributions for the provision of Film Commissioner services or on behalf of any entity or organization unless so authorized pursuant to and in conjunction with the County's film permit requirements;
- Adhere to the FLICS Code of Responsibilities, including avoiding actual or apparent conflicts of interest between the official duties and services provided and private financial interests, as well as the provision of:
 - ✓ location scouting assistance;
 - ✓ referral and liaison services with industry facilities and services;
 - ✓ liaison services to and among communities, production companies, government agencies, and Tribal governments;
 - ✓ augmented outreach; and,
 - ✓ timely and accurate information to production companies, the local community, governmental entities, and the California Film Commission;
- Provide film liaison and location services, including photography of locations;
- Provide service and support to each production company from the initial contact to the close of the production, including problem solving on film related matters;
- Act as a liaison between production companies and all levels of government, including the facilitation of permitting;
- Network with regional and state organizations related to filming;
- Only use the title of Inyo County Film Commissioner when acting in an official capacity pursuant to this agreement, and never for personal gain; and,
- Refrain from taking positions or engaging in activities, in an official capacity, contrary to the established policies of the County of Inyo or which might otherwise bring discredit to the County.

In addition, the Contractor shall:

1. Develop, maintain, and distribute local available crew lists in written and electronic form;
2. Develop, maintain, and distribute a local resources database, including photography of locations throughout all regions of the County, in written and electronic form;
3. Develop, maintain, and distribute a current local production guide in written and electronic form; and,
4. Create and have published at least four (4) articles for the local and/or national and/or international media.

With regard to the crew lists, resources database, and production guide noted above, the Contractor will be required to provide it in written and electronic format acceptable to the County, and thereafter upload it to the Film Commission website/webpage.

Section II. Online Marketing

The Contractor shall develop and maintain interactive web content hosted on www.inyocounty.us, or using software approved by the Inyo County Information Services Director. The Contractor shall also create and maintain Inyo County Film Commission profiles and accounts on Facebook, Twitter, and Instagram.

With regard to the content posted online, the Contractor must:

- Adhere to the terms of use and codes of conduct established and published by the social media platforms.
- Ensure content is not in conflict with County values and policies.
- Not engage in any argumentative or controversial behavior online while identified as the Inyo Film Commissioner.

In particular, if the web content is not hosted on the County website, the Contractor must:

- Register Inyo County as the owner of the domain name for the website, and provide the County's Information Services Director with the information necessary to maintain the registration;
- Develop the website using software specified by the County's Information Services Director;
- Host the website on a server specified or approved by the County's Information Services Director and to which the County's Information Services staff has access;
- Provide backup electronic copies of all website content to the Information Services Director.

The total contract amount will vary depending on whether the Contractor develops a new website, or creates content for the County website. Payment for website services performed by the Contractor is dependent on the Contractor's adherence to these requirements.

Section III. Administrative Services

The Contractor is responsible for providing for all administrative functions necessary to support the Inyo County Film Commission, including:

1. Maintaining physical office space, including a telephone line and payment of all utility costs;
2. Maintaining and, as appropriate, publicizing:
 - a. a physical mailing address or Post Office Box;
 - b. a cellular telephone with voicemail;
 - c. an email account;
 - d. an Internet-based photo hosting service;

- e. the Film Commission website; and
 - f. social media accounts on the following platforms: Facebook, Twitter, and Instagram.
3. Arranging for clerical support, and any other personal contract services that may be necessary to support the duties and responsibilities of the Film Commissioner
 4. Providing all office supplies and, as necessary, photocopying and facsimile transmittal services.

In addition, the Contractor shall maintain an active membership in FLICS, and attend between two (2) and four (4) FLICS membership meetings during the term of the contract. The Contractor is responsible for preparing, maintaining, and administering all notifications and paperwork to the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner.

Furthermore, it is desirable during the course of this contract that the Contractor research and work with County staff, including Public Works, to evaluate the current County permitting system and recommend a more collaborative and streamlined process – possibly with the levying of fees to support the Inyo County Film Commission.

Section IV. Reporting

The Contractor shall keep the County Administrator or his designee, and the Inyo County Board of Supervisors apprised of its activities and accomplishments in the performance of the Agreement. At a minimum, the Contractor shall:

1. Within 30 days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall prepare all notifications and paperwork required by the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner. These documents shall be transmitted to the Office of the County Administrator for review and approval in advance of their submittal to the California Film Commission and, if necessary, for submittal to the California Film Commission by the County. Any subsequent modifications that may be required to this documentation will be processed in the same manner.
2. As soon as practicable, but no later than seven (7) days of receipt, the Contractor shall transmit to the Office of the County Administrator any notices or other communications the Contractor receives from the California Film Commission.
3. Within 60 days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall submit to the Office of the County Administrator, in paper and electronic form, the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, that the Contractor is required to develop, maintain, and distribute under the terms of this agreement. These products will become property of the County, and must be submitted in an electronic format acceptable to the County for viewing, reproduction, and posting to a

County website. As part of their submittal, the Contractor must identify all physical and electronic locations where these resources are available.

4. As needed, and at least once every 12 months and one (1) month prior to the expiration of the Agreement for the provision of Film Commissioner Services, the Contractor shall update the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, and transmit this information to the County as required in item 3 above.
5. Copies of all articles generated by the Contractor and published by local and/or national and/or international media will be transmitted to the Office of the County Administrator with the Contractor's next monthly invoice for services.
6. Make at least two (2) Verbal Reports a year, once in April and once in October, to the Board of Supervisors during the course of this contract. The Contractor is encouraged to make additional Verbal Reports to the Board of Supervisors as may be warranted based on filming activity in the County. The Contractor will be responsible for contacting the Assistant Board Clerk to make arrangements to be placed on the Board of Supervisors' agenda.
7. In addition to the two (2) Verbal Reports required in item 5 above, the Contractor shall prepare and present, in person, two (2) Written Reports a year to the Board of Supervisors. The Written Reports shall be submitted to the County Administrator, to be agendaized for an upcoming Board of Supervisors' meeting, no later than July 31st and January 31st of each year during the term of the Agreement for the provision of Film Commissioner Services. During the last year of the Agreement, a Final Written Report shall be prepared and submitted no later than December 1st in lieu of the January 31st deadline. At a minimum, the Written Reports must include:
 - a. A summary of the Contractor's activities and accomplishments relative to carrying out the duties and responsibilities of Inyo County Film Commissioner;
 - b. A tally, by type of production (e.g., major motion picture, minor film, commercial, still photography or other categories deemed meaningful by the Film Commissioner), since execution of the Agreement or since submittal of the last Written Report of:
 - i. production requests received by the Contractor;
 - ii. production contacts initiated by the Contractor; and,
 - iii. (if applicable) County Film Permits prepared by the Contractor.
 - c. Identification and itemization, by category, of all productions filmed in Inyo County since execution of the Agreement or since submittal of the last Written Report. For each production identified, the Contractor shall provide their best estimate as to:
 - i. number of out-of-county personnel involved in the production;

- ii. The number of hotel/motel room nights encumbered by the production, and the estimated value;
 - iii. The number of local residents directly employed by the production, and the estimated aggregate compensation of those employed; and,
 - iv. The number and types of local businesses providing goods or services to the production, and the estimated aggregate value of the goods or services.
- d. Discussion of specific marketing efforts including copies of tear sheets, copies of webpages, identification of events attended, and, photos of any Contractor exhibits or displays at attended events;
 - e. Copies of the current local crew list, current local production guide, and current local resources database, including photography of locations throughout all regions of the County; and,
 - f. Copies of all Contractor-generated articles published since the last written report.

The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a material breach of these reporting requirements. Therefore, the parties agree that, in the event that Contractor fails to comply with these reporting requirements and associated deadlines, Contractor shall pay County, as liquidated damages, the amount of Contractor's monthly fee, as established in the Fee Schedule of the Agreement for the provision of Film Commissioner Services, for each failure to comply, which amount will be deducted from amounts due the Contractor.

Section V. Additional Marketing Activities

In addition to marketing the County as a filming location through active participation in FLICS and its California Location Request Service and creating articles for the local, national, and/or international media, the Contractor may perform, and be compensated separately for, additional marketing activities. Any specific, supplemental marketing activities must be identified in the Contractor's proposal and associated budget, and agreed to in the Fee Schedule included in the Agreement for the provision of Film Commissioner Services.

Separately compensated marketing activities may include but are not limited to:

- Attending appropriate industry events, and maintaining a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner and show and/or the Association of Film Commissions International (AFCI) Locations Show.
- Developing and maintaining an interactive Inyo Film Commission website, separate from and not hosted on www.inyocounty.us.

All resource materials and promotional materials developed in conjunction with this Scope of Work, including but not limited to the Inyo County Film Commission website, domain name, artwork and hand-outs distributed at industry events, local crew lists, local production guide, and local resources database (including photography of locations throughout all regions of the County), in written and electronic form, shall:

- A. Identify the Office of the County Administrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services, and provide the telephone number and e-mail address for the Office of the County Administrator for this purpose.
- B. Become the property of the County of Inyo.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF FILM COMMISSIONER SERVICES

TERM:

FROM: October 1, 2022 TO: June 30, 2023

SCHEDULE OF FEES:

Section I. General Duties & Responsibilities, Online Marketing, Administrative Services, Reporting

In consideration for the services and work identified in Section I. General Duties & Responsibilities, Section II. Online Marketing, Section III. Administrative Services, and Section IV. Reporting of Attachment A: Scope of Work, the contractor shall be paid a flat fee of:

- \$2,500 per month for the period of October 1, 2022 through June 30, 2023

Section II. Additional Marketing Activities

For the specific marketing activities the Contractor is required to perform, and identified in Section V. Marketing Activities of Attachment A: Scope of Work, the contractor shall be paid the actual cost of the specific activity, documented by paid receipts, in an amount not to exceed the amount identified below for each activity:

1. If the Film Commission web content is not hosted on the County website, and the Film Commissioner opts to develop and maintain an interactive Inyo County Film Commission website pursuant to Attachment A: Section V:
 - \$3,000.00 for the development of the website and \$1,000 per year for its maintenance.
2. Attend appropriate industry events, and maintaining a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner and show and/or the Association of Film Commissions International (AFCI) Locations Show:
 - \$900.00 for the period October 1, 2021 through June 30, 2023; and \$1,200.00 for every subsequent, full fiscal year in which the County decides to contract with Contractor.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF **FILM COMMISSIONER** **SERVICES**

TERM:

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

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 12, 2022

FROM: Assistant Clerk of the Board

SUBJECT: Approval of meeting minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of July 5, 2022.

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.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 7/7/2022
Final Approval - 7/7/2022

Southern Inyo Healthcare District
501 E. Locust St. P.O. Box 1009 Lone Pine, CA 93545
Phone: 760-876-5501 Fax: 760-876-2268

06/14/2022

Inyo County Board of Supervisors
224 N. Edwards Street
Independence, CA 93526

RECEIVED
JUL 7 2022
Inyo County Administrator
Clerk of the Board

Dear Inyo County Board of Supervisors,

Southern Inyo Healthcare District respectfully request that Resolution 22-7 be placed on the agenda for the Inyo County Board of Supervisors next board of supervisors meeting. A copy of the resolution is attached.

Thank you for your consideration.

Sincerely,



Charles Carson
President, Board of Directors

Board of Directors:

Charles Carson
President

Bruce Branson
Vice President

Carma Roper
Secretary

Mark Lacey
Treasurer

Jaquie Hickman
Director

RESOLUTION NO. 22-7

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF SOUTHERN INYO HEALTHCARE DISTRICT
CONSOLIDATION ELECTIONS WITH THE
STATEWIDE GENERAL ELECTION**

WHEREAS, Elections Code sections 1000 and 1001 provide that elections held on the first Tuesday after the first Monday in November of even-numbered years are statewide election dates;

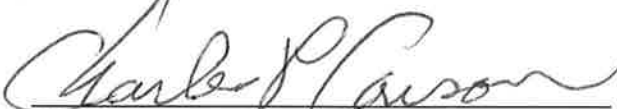
WHEREAS, Elections Code sections 10400 and 10401 provide that district elections may be consolidated with a statewide election;

WHEREAS, Elections Code section 10402.5 provides that a district election must be consolidated with a statewide election that is to be held on the same date; and

WHEREAS, Elections Code section 10403 further provides that the resolution requesting the consolidation shall be adopted and filed, and Election Code section 10418 provides such consolidated elections shall be conducted in accordance with provisions of law for statewide regularly schedule elections.

NOW, THEREFORE, BE IT RESOLVED by the Southern Inyo Healthcare District Board of Directors that the election of Directors of the District be consolidated with statewide regularly scheduled elections on November 8, 2022, and each statewide regularly scheduled election thereafter until otherwise determined by resolution of the District's Board of Directors, all being in accordance with the applicable provisions of law; and the District shall reimburse the County of Inyo for all the costs of conducting any election on behalf of the District as provided in Election Code Section 10002.

Adopted, Signed and Approved this 14th day of June 2022.


Charles Carson, President

ATTEST:



Carma Roper, Secretary

